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ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

ALLE-CATT WIND ENERGY LLC

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INTERIM AGENCY AND INDEMNIFICATION AGREEMENT

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DATED AS OF DECEMBER 1, 2024

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RELATING TO A LEASEHOLD INTEREST HELD BY THE  
LANDLORD IN CERTAIN PARCELS OF LAND GENERALLY  
LOCATED IN THE NORTHWESTERN CORNER OF THE TOWN OF  
RUSHFORD AND THROUGHOUT THE TOWN OF CENTERVILLE,  
ALLEGANY COUNTY, NEW YORK.

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(This Table of Contents is not part of this Interim Agency and Indemnification Agreement and is for convenience of reference only.)

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## INTERIM AGENCY AND INDEMNIFICATION AGREEMENT

THIS INTERIM AGENCY AND INDEMNIFICATION AGREEMENT dated as of December 1, 2024 (the “Interim Agency and Indemnification Agreement”) by and between ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at Crossroads Center, 6087 State Route 19 N., Suite 100, Belmont, New York 14813 (the “Agency”) and ALLE-CATT WIND ENERGY LLC, a business corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at One South Wacker Drive, Suite 1800, Chicago, Illinois, 60606-4604 (the “Company”);

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “Enabling Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the “State”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its facilities for the purpose of carrying out any of its corporate purposes to mortgage and pledge any or all of its facilities, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 99 of the Laws of 1973 of the State of New York, as amended, codified as Section 906-a of the General Municipal Law of the State of New York (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and improve their standard of living; and

WHEREAS, in December, 2019, Alle-Catt Wind Energy LLC (the “Company”), a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in multiple parcels of land in the Towns of Centerville and Rushford, Allegany County, New York (the “Land”), various parcels of land scattered amongst approximately 15,000 leased acres located in the northwestern corner of Rushford and throughout the Town of Centerville, Allegany County, New York (collectively, the “Land”), (2) the construction of various improvements to be located on the Land, including, but not limited to, the following: approximately forty-nine (49) wind turbine generators (approximately 13 of such generators to be located in the Town of

Rushford and approximately 36 generators to be located in the Town of Centerville), averaging 3MW each, for a total of 143.6 MW. all of the foregoing to constitute a wind energy generating facility to be owned and operated by the Company (the Land, Facility and the Equipment being collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on December 12, 2019 (the "Public Hearing Resolution"), the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on December 10, 2019 to the chief executive officers of the county and of each town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on (i) December 10, 2019 on a public bulletin board located at Crossroads Commerce & Conference Center, 6087 State Route 19 North, Belmont, Allegany County, New York and (ii) December 10, 2019 on the Agency's website, (C) caused notice of the Public Hearing to be published on December 13, 2019 in The Wellsville Spectator, a newspaper of general circulation available to the residents of the Towns of Centerville and Rushford, Allegany County, New York, (D) conducted the Public Hearings on December 30, 2019 at 10:00 o'clock a.m., local time at the Rushford Fire Hall located at 8911 Upper Street in the Town of Rushford, Allegany County, New York and on December 30, 2019 at 1 o'clock p.m., local time at the Centerville Fire Hall located at 8936 County Road 3 in the Town of Centerville, Allegany County, New York, and (E) prepared a report of the Public Hearings (collectively the "Public Hearing Report") fairly summarizing the views presented at such Public Hearings and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the Agency determined that the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Project may have a "significant effect on the environment" (as said quoted term is defined under SEQRA) is not required; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the "Pilot Request") that the Agency deviate from the Policy with respect to Project Facility. Pursuant to the resolution adopted by the members of the Agency on July 9, 2020 (the "Pilot Deviation Notice Resolution"), the members of the Agency authorized the Executive Director of the Agency to send a notice to the chief executive officers of the "Affected Tax Jurisdictions" (as defined in the Act) pursuant to Section 874(4) of the Act, informing said individuals that the Agency had received the Pilot Request and that the members of the Agency would consider said request at a meeting of the members of the Agency scheduled to be held on August 13, 2020. The Executive Director of the Agency caused a letter dated July 9, 2020 (the "Pilot Deviation Notice Letter") to be mailed to the chief executive officers of the Affected Tax Jurisdictions, informing said individuals that the Agency would, at its meeting on August 13, 2020, consider a proposed deviation from the Policy with respect to the payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on August 13, 2020 (the “Pilot Deviation Approval Resolution”), the members of the Agency determined to deviate from the Agency’s Policy with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on August 13, 2020 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of September 1, 2024 (the “Lease Agreement”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, in July, 2024 the Agency received an amended application from the Company (the “Amended Application”) providing for certain amendments to the Application (the Application, as amended by the Amended Application, is hereinafter referred to as the “Amended Application”) with respect to the Project from the Company, which Amended Application contains revised Project costs, revised Project description and amounts of Financial Assistance resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a second public hearing with respect to the Project and the amount of the Financial Assistance as described in the Amended Application; and

WHEREAS, pursuant to the Amended Application, the members of the Agency adopted a public hearing resolution on July 11, 2024 (the “Second Public Hearing Resolution”) authorizing the Executive Director of the Agency to (A) cause notice of a public hearing of the Agency (the “Second Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on July 15, 2024 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) cause notice of the Second Public Hearing to be posted on July 18, 2024 on the Agency’s website and on July 19, 2024 on a public bulletin board in the Town of Rushford and on July 20, 2024 on a public bulletin board in the Town of Centerville, Allegany County, New York, (C) cause notice of the Second Public Hearing to be published on July 25, 2024 in The Hornell Evening Tribune, a newspaper of general circulation available to the residents of Allegany County, New York, (D) conduct the Second Public Hearings on August 7, 2024 at 7:00 o’clock p.m., local time at the Rushford Town Hall, 8999 Main Street, Town of Rushford, Allegany County, New York, and on August 6, 2024 at 7:00 o’clock p.m., local time at the Centerville Town Hall, 8902 County Road 3, Town of Centerville, Allegany County, New York, (E) prepare reports of the Second Public Hearing (collectively the “Second Hearing Report”) fairly summarizing the views presented at such Second Public Hearings and (F) mail a certified copy of the Public Hearing Resolution with respect to the Amended Application to the affected taxing jurisdictions; and

WHEREAS, by resolution adopted by the members of the Agency on August 8, 2024 (the “Amended Approving Resolution”), the Agency determined to amend the Project per the Amended Application; and

WHEREAS, pursuant to the Amended Approving Resolution, the Project now consists of the following: (A) (1) the acquisition of an interest in multiple parcels of land located in the Towns of Centerville and Rushford, Allegany County, New York, together with various parcels of land scattered amongst approximately 15,000 leased acres located in the northwestern corner of the Town of Rushford and throughout the Town of Centerville, Allegany County, New York (collectively, the “Land”), (2) the

construction and installation on the Land of approximately twenty-eight (28) wind turbine generators averaging 4.5 MW each, for a total of 126 MW (collectively, the "Facility"), (3) the construction of associated access roads and electrical interconnect infrastructure (collectively, the "Infrastructure") and (4) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment"), all of the foregoing to constitute a wind energy generating facility to be owned and operated by the Company (the Land, Facility, the Infrastructure and the Equipment being collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes and real estate transfer taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company desires to act as agent of the Agency to undertake the acquisition, remediation, construction and installation of the Project Facility and to indemnify the Agency in connection with the undertaking of the Project pursuant to this Interim Agency and Indemnification Agreement; and

WHEREAS, all things necessary to constitute this Interim Agency and Indemnification Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Interim Agency and Indemnification Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

ARTICLE I  
DEFINITIONS

SECTION 1.1. DEFINITIONS. The following words and terms used in this Interim Agency and Indemnification Agreement shall have the respective meanings set forth below, unless the context or use indicates another or different meaning or intent:

“Act” means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 99 of the Laws of 1973 of the State, constituting Section 906-a of the General Municipal Law of the State, as amended from time to time.

“Agency” means (A) Allegany County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which Allegany County Industrial Development Agency or its successors or assigns may be a party.

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Authorized Representative” means the person or persons at the time designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Company and the Agency containing the specimen signature of each such person and signed on behalf of (A) the Agency by its Chairman or Vice Chair as such other person may be authorized by resolution of the members of the Agency to act on behalf of the Agency, and (B) the Company by any authorized officer or such other person as may be authorized in writing by the board of directors of the Company to act on behalf of the Company.

“Company” means Alle-Catt Wind Energy LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its successors and assigns.

“Closing Date” means the date of the Closing.

“Default Interest Rate” means a per annum rate of interest equal to twelve percent (12%) per annum.

“Equipment” means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired in connection with the completion of the Project.

“Event of Default” means an event of default under Section 6.1 hereof.

“Financial Assistance” for purpose of this Interim Agency and Indemnification Agreement shall mean exemption from New York State sales and use tax.

“Governmental Authority” means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, court, board, bureau or instrumentality of any of them.

“Interim Agency and Indemnification Agreement” means this agency and indemnification agreement dated as of December 1, 2024 by and between the Agency and the Company, as said agency and indemnification agreement may be amended or supplemented from time to time.

“Lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Company. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s and carriers’ liens and other similar encumbrances, affecting real property. For purposes of the Interim Agency and Indemnification Agreement, a Person shall be deemed to be the owner of Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Permitted Encumbrances” means and includes with respect to the Company and its Subsidiaries (if any): (A) utility, access and other easements, restrictions, rights of way, exceptions, encroachments, reservations or defects which, in the aggregate, do not interfere materially with the continued use of such properties for the purposes for which they are used and do not affect materially the value thereof; (B) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens and (C) Liens for taxes, assessments and utility charges.

“Person” means an individual, partnership, limited liability company, corporation, trust, unincorporated organization or Governmental Authority.

“Plans and Specifications” means the description of the Project Facility appearing in the fourteenth recital clause to this Interim Agency and Indemnification Agreement.

“Project” means the description of the Project appearing in the fourteenth recital clause to this Interim Agency and Indemnification Agreement.

“Project Facility” means the description of the Project Facility appearing in the fourteenth recital clause to this Interim Agency and Indemnification Agreement.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

SECTION 1.2. INTERPRETATION. In this Interim Agency and Indemnification Agreement, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Interim Agency and Indemnification Agreement, refer to this Interim Agency and Indemnification Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Interim Agency and Indemnification Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Interim Agency and Indemnification Agreement, and any table of contents or marginal notes appending to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interim Agency and Indemnification Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Interim Agency and Indemnification Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Interim Agency and Indemnification Agreement.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Interim Agency and Indemnification Agreement and to carry out its obligations hereunder and thereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project will constitute a “project”, as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Interim Agency and Indemnification Agreement.

(B) Neither the execution and delivery of this Interim Agency and Indemnification Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Interim Agency and Indemnification Agreement will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained to the best of its knowledge:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State, has the power to enter into this Interim Agency and Indemnification Agreement and to carry out its obligations hereunder, has been duly authorized to execute, deliver and perform this Interim Agency and Indemnification Agreement and is qualified to do business in all jurisdictions in which failure to do so would have a material adverse affect on its operations or ownership of Properties. This Interim Agency and Indemnification Agreement, and the transactions contemplated hereby have been duly authorized by all necessary action by the Company’s members.

(B) Neither the execution and delivery of this Interim Agency and Indemnification Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof will (1) result in a breach of or conflict with any of the terms, conditions or provisions of the Company’s articles of organization or operating agreement or any other company restriction or any agreement, instrument, order or judgment to which the Company is a party or by which the Company or any of its Property is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon the Project Facility under the terms of any such instrument or agreement, other than the Permitted Encumbrances, (2) require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty or other agreement or instrument to which the Company is a party or by which it or any of its Property may be bound or affected, or (3) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any

government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

(C) This Interim Agency and Indemnification Agreement constitutes, or upon its execution and delivery in accordance with the terms thereof will constitute, a valid and legally binding obligation of the Company, enforceable in accordance with its terms.

(D) The Project Facility is, and so long as this Interim Agency and Indemnification Agreement shall remain in effect, the Project Facility will continue to be a “project”, as such quoted term is defined in the Act, and the Company will not take any action (or omit to take any action required by the Interim Agency and Indemnification Agreement or which the Agency advises the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (1) cause the Project Facility not to constitute a “project”, as such quoted term is defined in the Act or (2) cause the Financial Assistance to be applied in a manner contrary to that provided in this Interim Agency and Indemnification Agreement.

(E) The Project Facility and the operation thereof will comply with Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, “SEQRA”) and with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith. The Company shall cause all notices as required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project and the operation of the Project Facility, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith.

(F) The Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) is not required.

(G) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that the Company as agent of the Agency must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

(H) The Company acknowledges receipt of notice of Section 874(9) of the Act, which requires the Company, as agent of the Agency, to file within thirty (30) days of the date the Company is appointed the agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(I) The Company acknowledges receipt of notice of Section 858-b of the Act, which requires that the Company list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “JTPA Entities”): (1) the New York State Department of Labor Community

Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (the "JTPA")(P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)). The Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

## ARTICLE III

### UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 3.1. ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT FACILITY. (A) The Company shall, on behalf of the Agency, promptly acquire, construct and install the Project Facility or cause the acquisition, renovation, construction and installation of the Project Facility.

(B) No material change in the Plans and Specifications shall be made unless the Agency shall have consented thereto in writing (which consent shall not be unreasonably withheld or delayed).

(C) The Agency hereby appoints the Company as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of this Interim Agency and Indemnification Agreement, and the Company hereby accepts such appointment: (1) to acquire, construct and install the Project Facility, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the acquisition, remediation, construction and installation of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Interim Agency and Indemnification Agreement, (3) to pay all fees, costs and expenses incurred in the acquisition, remediation, construction and installation of the Project Facility from funds made available therefor in accordance with this Interim Agency and Indemnification Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the acquisition, remediation, construction and installation of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same.

(D) The Company has given or will give or cause to be given all notices and has complied or will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility, and the Company will defend, indemnify and save the Agency and its officers, members, agents (other than the Company), servants and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(E) To the extent required by Applicable Law, the Company, as agent of the Agency, will cause (1) compliance with the requirements of Section 220 of the New York Labor Law, and (2) any contractor, sub-contractor and other persons involved in the acquisition, renovation, construction and installation of the Project Facility to comply with Section 220 of the New York Labor Law. The covenant in this subsection is not intended as a representation that Section 220 of the New York Labor Law applies to the Project.

(F) The Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith. Title to portions of the Project Facility acquired, constructed and installed at the Company's cost shall immediately upon such acquisition, renovation, construction or installation vest in the Agency. The Company shall execute, deliver and record or file such instruments as the Agency may request in order to perfect or protect the Agency's title to such portions of the Project Facility.

## ARTICLE IV

### PAYMENTS, INSURANCE AND TERM

SECTION 4.1. PAYMENTS. (A) The Company shall pay the partial (interim) administrative fee of the Agency and the partial (interim) legal fees of special agency counsel with respect to the Project Facility and this Interim Company Agency and Indemnification Agreement as follows: The Company shall pay, as the basic interim administrative fee payment due hereunder, on the date of execution and delivery of this Interim Company Agency and Indemnification Agreement, the amount of \$1,380,000 representing a portion of the Agency's basic administrative fee relating to the Project.

(B) Within seven (7) days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the sum of the reasonable expenses of the Agency and the officers, members, agents and employees thereof incurred in connection with the carrying out of the Agency's duties and obligations under this Interim Agency and Indemnification Agreement, and any other fee or expense of the Agency with respect to the Project Facility, the leasing or sale of the Project Facility to the Company, or the providing of any Financial Assistance to the Project, the payment of which is not otherwise provided for under this Interim Agency and Indemnification Agreement.

(C) The Company agrees to make the above-mentioned payments, without any further notice, by check or wire transfer, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 4.1 within ten (10) days of the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less, from the date on which such payment was due until the date on which such payment is made.

SECTION 4.2. INSURANCE REQUIRED. During the term of this Interim Agency and Indemnification Agreement, the Company shall maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(A) Insurance protecting the interests of the Company, as insured and the Agency as additional insured on a primary non-contributing basis, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount acceptable to the Company and the Agency.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility or who are responsible for the acquisition, remediation, construction and installation of the Project Facility.

(C) Insurance protecting the Company and the Agency, as additional insureds, against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Company under Section 5.1 of this Interim Agency and Indemnification Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per person per accident or

occurrence on account of personal injury, including death resulting therefrom, and \$500,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Company and the Agency with a limit of not less than \$5,000,000.

(D) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTEREST.

SECTION 4.3. ADDITIONAL PROVISIONS RESPECTING INSURANCE. (A) All insurance required by Section 4.2 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State and satisfactory and having a Best rating satisfactory to the Agency. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall name the Company and the Agency as insureds, as their interests may appear, and provide for at least thirty (30) days' written notice to the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the date of execution of this Interim Agency and Indemnification Agreement. The Company shall deliver to the Agency on or before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 4.2 and 4.3 hereof. At least thirty (30) days prior to the expiration of any such policy, the Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Interim Agency and Indemnification Agreement.

(B) All premiums with respect to the insurance required by Section 4.3 hereof shall be paid by the Company; provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Company shall pay immediately upon demand all sums so expended by the Agency, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less.

SECTION 4.4. TERM OF AGREEMENT. The term of this Interim Agency and Indemnification Agreement shall terminate on January 31, 2025 (unless extended in writing by the Agency in its absolute discretion).

ARTICLE V  
SPECIAL COVENANTS

SECTION 5.1. HOLD HARMLESS PROVISIONS. (A) The Company hereby releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to, (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, reconstructing, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Interim Agency and Indemnification Agreement or the enforcement of or defense of validity of any provision of the Interim Agency and Indemnification Agreement, (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 3.1(C) hereof, and (4) all causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Company) or employees by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 5.1, the Company agrees to provide for and insure, in the liability policies required by Section 4.2(C) of this Interim Agency and Indemnification Agreement, its liabilities assumed pursuant to this Section 5.1.

(D) Notwithstanding any other provisions of this Interim Agency and Indemnification Agreement, the obligations of the Company pursuant to this Section 5.1 shall remain in full force and effect after the termination of this Interim Agency and Indemnification Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1. EVENTS OF DEFAULT DEFINED. The following shall be “Events of Default” under this Interim Agency and Indemnification Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Interim Agency and Indemnification Agreement, any one or more of the following events:

(A) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Company in this Interim Agency and Indemnification Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, or, if such covenant, condition or agreement is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence;

(B) Any representation or warranty made by the Company herein proves to have been materially false at the time it was made; or

(C) The removal of the Project Facility, or any portion thereof, outside Allegany County, New York, without the prior written consent of the Agency. Notwithstanding anything to the contrary contained in this Interim Agency and Indemnification Agreement, in any instance where the Company reasonably determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such portion of the Project Facility and/or may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency, provided that such removal will not materially impair the value of the Project Facility as collateral.

SECTION 6.2. REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(A) terminate this Interim Agency and Indemnification Agreement and rescind any sales tax exemption letter delivered by the Agency to the Company; or

(B) take any other action at law or in equity which may appear necessary or desirable to enforce the obligations, agreements or covenants of the Company under this Interim Agency and Indemnification Agreement.

SECTION 6.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Interim Agency and Indemnification Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 6.4. AGREEMENT TO PAY ATTORNEYS’ FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Interim Agency and Indemnification

Agreement and the Agency should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 6.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Alle-Catt Wind Energy LLC  
One South Wacker, Suite 1800  
Chicago, Illinois 60606-4604  
Attention: Michael Baird, Vice President

WITH A COPY TO:

Hodgson Russ LLP  
677 Broadway, Suite 401  
Albany, New York 12207  
Attention: John W. Dax, Esq.

IF TO THE AGENCY:

Allegany County Industrial Development Agency  
6087 NYS Route 19, Suite 100, Crossroad Ctr.  
Belmont, New York 14813  
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP  
The Guaranty Building  
140 Pearl Street, Suite 100  
Buffalo, New York 14202  
Attention: Daniel A. Spitzer, Esq.

(C) The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 7.2. BINDING EFFECT. This Interim Agency and Indemnification Agreement shall inure to the benefit of the Agency and the Company and shall be binding upon the Agency, the Company and, as permitted by this Interim Agency and Indemnification Agreement, their respective successors and assigns.

SECTION 7.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Interim Agency and Indemnification Agreement.

SECTION 7.4. AMENDMENT. This Interim Agency and Indemnification Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 7.5. EXECUTION OF COUNTERPARTS. This Interim Agency and Indemnification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.6. APPLICABLE LAW. This Interim Agency and Indemnification Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 7.7. SURVIVAL OF OBLIGATIONS. The obligations of the Company to provide the indemnity required by Section 5.1 hereof shall survive the termination of this Interim Agency and Indemnification Agreement.

SECTION 7.8. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Interim Agency and Indemnification Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Interim Agency and Indemnification Agreement.

SECTION 7.9. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State of New York or Allegany County, New York, and neither the State of New York nor Allegany County, New York shall be liable hereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

(C) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably

be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

IN WITNESS WHEREOF, the Agency and the Company have caused this Interim Agency and Indemnification Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

ALLEGANY COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY:  \_\_\_\_\_  
Authorized Officer

ALLE-CATT WIND ENERGY LLC

BY: \_\_\_\_\_  
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Interim Agency and Indemnification Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

ALLEGANY COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Authorized Officer



ALLE-CATT WIND ENERGY LLC

BY: \_\_\_\_\_  
Authorized Officer



STATE OF New York )  
 )ss:  
COUNTY OF Tompkins )

On the 2<sup>nd</sup> day of December, in the year 2024, before me, the undersigned, personally appeared James J. Murphy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

TODD KNOBBE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KN0005686  
Qualified in Tompkins County  
Commission Expires 04/17/2027