

EDUCATION CONTRIBUTION AGREEMENT

between

WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT

and

HELIOS ENERGY NEW YORK 4 LLC

Dated as of June ___, 2019

RELATING TO THE PREMISES LOCATED AT LAKE ROAD
SOUTH., (CURRENT TAX MAP 199.03-1-4 AND 199.03-1-5
SUBJECT TO MODIFICATION FOR TAX SUBDIVISION) IN THE
TOWN OF WHEATLAND, NEW YORK

EDUCATIONAL CONTRIBUTION AGREEMENT
FOR SOLAR ENERGY SYSTEM

THIS AGREEMENT FOR AN EDUCATIONAL CONTRIBUTION (the “Agreement”), effective as of June __, 2019, is by and between HELIOS ENERGY NEW YORK 4 LLC (the “Owner”), a Delaware limited liability company with a principal place of business located at 411 South Old Woodward Avenue No. 807, Birmingham, MI, 48009, and the WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT, a school district duly established with a principal place of business located at 13 Beckwith Avenue, Scottsville, NY 14546 (the “School District”, and collectively with the Owner, the “Parties”).

RECITALS

WHEREAS, the Owner has submitted a Notice of Intent to the School District that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “Project”) with an expected combined nameplate capacity (the “Capacity”) of approximately four and a half (4.5) Megawatts AC on portions of such parcels of land located within the Town of Wheatland at 9565 Union Street and currently identified as SBL # 199.03-1-4 and 199.03-1-5, as may be subdivided for the purposes of hosting the Project (collectively, the “Property”); and

WHEREAS, the School District has opted out of RPTL Section 487 prior to the date a Notice of Interconnection with respect to the Project was presented; and

WHEREAS, at execution of the Payment in Lieu of Taxes Agreement and Education Contribution Agreement between Owner and School District, School District will opt back in to RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487(9)(a), the School District has indicated its intent require an Educational Contribution Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual contributions to the School District during the term of this Agreement; and

WHEREAS, the Owner has entered into lease agreement(s) with the fee owners of the Property to host the Project;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. All of the foregoing recital paragraphs set forth above in this Agreement are herein incorporated by reference as if set forth at length.

2. Educational Contribution Payments. The Owner or it's assignees commit to certain efforts that will support the educational mission of the School District as it relates to the Project, during the term of the Agreement, as follows.

- a. Experiential Learning: At a maximum requirement of one (1) request per year by the School District, the Owner will be available to provide experiential learning opportunities based around solar and renewable energy technologies including but not limited to guest speaking, participation in environment/energy forums, other activities as identified by the School District, or participation/presentation in one community education course per school year.
- b. Field Trip: At a maximum requirement of one (1) request per year by the School District, the Owner will host an age appropriate tour at the Project site that will incorporate the environmental and technical aspects of the Project. Owner's services will be provided at no cost to the School District. The School District must have a waiver signed by each participant on the field trip
- c. Donation: The Owner will provide a once annual donation of \$500 to a foundation or charity of the School District's choosing. The School District will notify the Owner of their choice by the Payment Collection Date (Payment Collection Date to be determined by the School District in the first year that the Educational Contribution Agreement is in effect).

3. Exemption of Property. In consideration of undertaking as described above, the School District hereby warrants, covenants and agrees that, for purposes of the solar energy system on the Property at issue, it shall consider and treat the solar energy system on the Property as exempt from real property taxes for each year covered by this Agreement, and that it will not take any action to challenge or otherwise change the tax exempt status of the Property under any applicable law during the term of this Agreement..

4. Term. The term (the "Term") of this Agreement shall commence as of the date the Payment in Lieu of Taxes Agreement for Solar Energy Systems by and between Owner and School District ("PILOT") begins and shall conclude simultaneously when the PILOT ends or upon the cessation of solar energy production in connection with the Property, whichever occurs first. For the avoidance of doubt, in the event that no solar energy system is successfully installed upon the Property, then the Agreement shall be void.

5. Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns.

6. Notice. Any notice contemplated under this Agreement shall be deemed to have been given if the same shall be provided, in writing, to the other party, and shall be delivered personally, deposited in the United States Mail by registered or certified mail, return receipt requested, postage prepaid, or sent by any nationally recognized delivery service and addressed as set forth below:

7. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication..

8. Entire Agreement. This Agreement together with the PILOT Agreement between the Parties entered into pursuant to RPTL § 487 contains the entire understanding of the parties concerning the tax status of the Property and the Education Contribution, and there are no other understandings, agreements, covenants, or conditions relating to the subject matter thereof.

9. Effect of Agreement. None of the parties to this Agreement shall use this Agreement or the terms hereof as an admission against another party during or subsequent to the term hereof, except in a legal proceeding seeking to enforce this Agreement or asserting breach thereof.

10. Governing Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Both Parties each consent to the jurisdiction of the New York and municipal courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

11. Counterparts. The agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

12. Miscellaneous. The parties do not intend to create and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement, or partnership between School District and. Nothing in the Agreement expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement.

