

**Final Authorizing Resolution
Above Grid Rome Solar LLC
(Rome Taberg Road Solar) Facility**

Transcript Document No. 10

Date: October 20, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of October 2023, the following members of the Agency were:

Members Present: David Grow, Ferris Betrus, Mike Fitzgerald, Kirk Hinman, Steve Zogby.

Members Present – WebEx: Gene Quadraro, Mary Faith Messenger

EDGE Staff Present: Shawna Papale, Steven DiMeo, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Hannah Phillips, Bill Van Shufflin.

EDGE Staff Present – WebEx: Maureen Carney

Other Attendees: Jenna Peppenelli and Mark Levitt, Levitt & Gordon; Rome Mayor Jackie Izzo, Shaun Kaleta, Oneida County; Debbie Dam, ECR International; Genevieve Trigg, Barclay Damon.

Other Attendees – WebEx: Laura Ruberto, Bond, Schoeneck & King; Joe Tassone, Above Grid Rome, LLC; Dan Huntington, Hamza Khalil, Gareth McDonald, BW Solar Holding Inc.; Robert Ryan, Harris Beach PLLC; Matt Effler, Catalyze LLC.

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Above Grid Rome Solar LLC (Rome Taberg Road Solar Project) and consent to change of control.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

David Grow
Mike Fitzgerald
Kirk Hinman
Steve Zogby

Voting Nay

Ferris Betrus

Gene Quadraro exited the meeting prior to the vote

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE ABOVE GRID ROME SOLAR LLC (ROME TABERG ROAD SOLAR PROJECT) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY AND CONSENTING TO A CHANGE OF CONTROL.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Above Grid Rome Solar LLC, on behalf of itself and/or the principals of Above Grid Rome Solar LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 5 megawatt AC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system consisting of two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment (collectively, the "Improvements"), situated on a 50± acre portion of a 174.40± acre parcel of land located at 5727 Rome Taberg Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, the Land is leased by Rome Industrial Development Corporation (the "Owner") to the Company pursuant to a Solar Ground Lease dated August 2, 2021 (the "Ground Lease"); and

WHEREAS, the Company will lease the Facility to the Agency pursuant to a Lease Agreement in the Agency's standard form (the "Lease Agreement") and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement") in the Agency's standard form; and

WHEREAS, by resolution duly adopted on September 15, 2023, (the "Inducement Resolution") the Agency decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

WHEREAS, after sending written notice to all affected tax jurisdictions via certified mail, which notice included a copy of the inducement resolution, the Agency conducted a public hearing on October 18, 2023 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

WHEREAS, the value of the Financial Assistance is described below:

- Real property tax abatement \$34,817.00 (approximately)
- Mortgage recording tax exemption Not requested

WHEREAS, the Financial Assistance is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy) adopted on on September 18, 2020 as amended on April 30, 2021 and March 25, 2022 (the "Policy"); and

WHEREAS, the Company has advised the Agency that it is anticipated that the Company will sell all or substantially all of its assets to Catalyze, LLC ("Catalyze") prior to the closing of the transaction with the Agency (the "Change of Control"); and

WHEREAS, the Company has provided to the Agency information regarding the principals of Catalyze and has requested the Agency consent to the Change of Control;

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency's leasehold interest in the Facility; and

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The construction and equipping of the Facility, the leasing of the Facility to the Company and the Agency's Financial Assistance with respect thereto, and consent to the Change of Control will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The construction and equipping of the Facility and the consent to the Change of Control is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The SEQRA findings adopted by the Agency on September 15, 2023 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to undertake the Project and consent to the Change of Control; and

(h) The Lease Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(i) The Leaseback Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency leases the Facility back to the Company; and

(j) The Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Project Obligation and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon the Company meeting the stated objectives of the Project.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (ii) execute, deliver and perform the Lease Agreement, (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement, (iv) execute, deliver and perform the

Leaseback Agreement, (v) execute, deliver and perform the PILOT Agreement, (vi) execute, deliver and perform the Environmental Compliance and Indemnification Agreement, (vii) execute, deliver and perform the Recapture Agreement; (viii) consent to the Change of Control; and (ix) provide the Financial Assistance to the Company in support of the Project, all subject to the following conditions being met prior to closing: (a) receipt of an executed Host Community Agreement between the Company and the City of Rome (the "Host Community"), (b) a decommissioning plan acceptable to the Agency and the Host Community, (c) proof that provision has been made to reserve funds for decommissioning of the Project, and (d) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel.

Section 3. The Agency is hereby authorized to accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and the personal property described in Exhibit B to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and the Recapture Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to

execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

[end of resolution]

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on October 20, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand on January 5, 2024.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



By: _____
Secretary