INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **CAMDEN RENEWABLES, LLC FACILITY** (the "AGREEMENT") is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **CAMDEN RENEWABLES, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with offices at 101 Summer Street, Second Floor, Boston, Massachusetts 02110 (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions 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, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. (a) The Company submitted to the Agency an Application for Financial Assistance dated June 7, 2021, which Application may be further amended from time to time prior to closing of the lease-leaseback transaction described below (the "Application") requesting that the Agency assist in the construction of an approximately 3.25 MW-AC community solar farm consisting of fixed-tilt solar arrays, central inverter, underground cabling, utility poles access road and fencing (collectively, the "Improvements"), situated on a 14.75± acre portion of a 48.40± acre parcel of land located at 1781 Mexico Road (a/k/a 1781 NYS Route 69), Town of Camden, County of Oneida (the "Land") all for the purpose of producing clean, renewable energy which will be distributed into the local energy grid and provide subscribers a credit on their utility bills (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project").

(b) The Company owns a leasehold interest in the Land and will lease the Facility to the Agency, and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement").

(c) The Land is designated on the Oneida County GIS-verified soil map as "Farmland of Statewide Importance."

1.04. The Company hereby represents to the Agency that the Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (c) is reasonably necessary to preserve the competitive position of the Company in its industry. The construction and equipping of the Facility has not/did not commence(d) as of June 18, 2021.

1.05. The Agency has determined that the Project, as described in the Company's Application, will promote and further the purposes of the Act.

1.06. On June 18, 2021, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake a lease-leaseback transaction in connection with the Project.

1.07. (a) In the Resolution, the Agency contemplates that it will provide financial assistance to the Company in the form of provision for a fixed payment in lieu of taxes (the "PILOT Payments") to be made by the Company to the Agency for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to $5,500.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which the Agency will allocate to the affected tax jurisdictions in the same proportion that taxes would have been paid but for the Agency's involvement (the "Financial Assistance"), which is consistent with the Agency's Community Solar Policy adopted on September 18, 2020 as amended on April 30, 2021 (the "Solar UTEP"), to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

(b) Based upon representations made by the Company in the Application, the value of the Financial Assistance being contemplated by the Agency is as follows:

- Real property tax abatement $3,448,324 (approximately)
- Mortgage recording tax exemption Not requested

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project facility to advance job opportunities,

health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

1.10. Attached as Exhibit A to this Agreement is a copy of the PILOT Agreement that reflects the Financial Assistance currently contemplated by the Agency in the Resolution. The Company acknowledges that the Agency (a) reserves all rights to amend the PILOT Agreement to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (b) is under no obligation to enter into the PILOT Agreement unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a lease-leaseback transaction, (ii) the construction and equipping of the Facility, and (iii) the leasing of the Facility to the Company pursuant to the Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of providing Financial Assistance in support of the Project.

2.02. The Leaseback Agreement shall be for an approximately 25-year term and shall obligate the Company to make aggregate payments in the amount of $2,000.00 when invoiced by the Agency. The Company shall be entitled to terminate the Agency's leasehold interest in the Facility for an aggregate amount of $1.00, plus such additional amounts as shall be prescribed in the Leaseback Agreement. Specifically, the Leaseback Agreement shall contain a provision that will allow the Company to terminate the Leaseback Agreement at any time upon written notice to the Agency and upon payment by the Company of all applicable fees, penalties and recapture of benefits, if applicable. The Leaseback Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the Project and the installation, replacement, rebuilding, restoration, repair, maintenance and operation of the Facility have been and will continue to be undertaken by the Company as the Agency is not providing exemptions from sales tax for the Project.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the

transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby agrees to (i) complete the Project and repair and maintain the Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, and in general to do all things which may be requisite or proper for completing the Facility.

3.02. The Company acknowledges that the Financial Assistance is conditioned upon the Company completing the Project substantially as it represented in the Application (the "Project Obligation"). Failure to achieve and maintain the Project Obligation for the term of the Leaseback Agreement could subject the Company to termination or recapture of Financial Assistance.

3.03. (a) If the Company has not negotiated a Host Community Agreement with the Host Community, or if the Host Community Agreement is terminated prior to payment in full of all fees due to the Host Community thereunder, the Company will be required to pay directly to the Host Community a Host Community Payment equal to five percent (5.00%) of the annual PILOT Payment. The Host Community Payment is in addition to PILOT Payments to be made by the Company.

(b) The Company must provide (i) a decommissioning plan, prepared by a licensed engineer, detailing a plan to decommission the Facility with estimated costs including inflation to the time of decommissioning, with evidence that the Host Community has approved; and (ii) evidence that the Company has made provision to

(c) The Company shall provide written notice to the Agency if at any time during the Lease Term the Company submits a request to change the nameplate capacity of the Facility.

3.04. Contemporaneously with the closing of the lease-leaseback transaction the Company will enter into the Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the Project. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the Project or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing).

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the Project or the ownership, acquisition, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Attached hereto as Exhibit B are the Agency's insurance requirements that will be contained in the Leaseback Agreement. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the lease-leaseback transaction, the Company agrees that it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Facility, the Project, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall provide annually to the Agency a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for

Exhibit C

Agency requires, on an annual basis, to be submitted to the Agency by the Company. If the Company does not provide said annual certified statement to the Agency by the stated due date, a $500.00 late fee will be charged to the Company for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted. The Company shall provide annually to the Agency at the same time as the other information required by this Section, a certification regarding the nameplate capacity of the Project and whether any changes to the nameplate capacity have been made or copies of the Company's annual reports to NYS/NYSERDA, if any (or such other documentation acceptable to the Agency) that validates the Project's megawatt production and benefit to the community.

3.10. The Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company has knowingly made a material false or misleading statement, or knowingly omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(b) the Company fails to meet and maintain the Project Obligation; or

(c) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the Project is achieving the Project Obligation and other objectives of the Project.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s).

3.11. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in

its entirety by the Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the lease-leaseback transaction and the execution of the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the lease-leaseback transaction, (vii) evidence of support of the affected tax jurisdictions in the form of zoning or planning board approval, or in absence of such, a letter of support from the Host Community, (viii) a decommissioning plan consistent with the Solar UTEP and acceptable to the Host Community, (ix) evidence that provision has been made to reserve funds for decommissioning of the Project consistent with the Solar UTEP, (x) an executed Host Community Agreement or in absence of such, inclusion of a provision in the Leaseback Agreement for a Host Community Payment; (xi) receipt of the executed property lease, (xii) an analysis of projected PILOT Payments and calculation of the value of the PILOT benefit; and (xiii) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the project; based upon the projections in the Company's Application, the transaction fee for the Project is estimated at $33,315.00, which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the lease-leaseback transaction or complying with any requests after closing relating to the lease-leaseback transaction.

4.04. This AGREEMENT and the Financial Assistance contemplated by the Agency hereunder shall be valid for a period of twelve (12) months from the Inducement Date. If for any reason the lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date, the Company shall submit a written request to the Agency describing the reasons for the delay and requesting this AGREEMENT be extended for a period of twelve (12) months under the same terms and conditions contained herein. At the time of the extension, the Company will pay any out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project as of the extension date

and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project as of the extension date.

4.05. If for any reason the lease-leaseback transaction does not close on or before twelve (12) months from the Inducement Date and is not extended by written agreement of the parties, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses which were authorized by the Company and incurred by the Agency in connection with the Project;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project or the proposed financing thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of June 18, 2021.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

CAMDEN RENEWABLES, LLC
By: Green Eagle Solar VI, LLC, its sole member

By: _____
Name: CHRIS CLARK
Title: SVP

CERTIFICATION BY PROJECT OPERATOR

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk) ss

Chris Clark, being first duly sworn, deposes and says:

1. That I am the SVP of Green Eagle Solar VI, LLC, the Sole Member of **CAMDEN RENEWABLES, LLC** (the "Company") and that I am duly authorized on behalf of the Company to bind the Company and to execute this Agreement.

2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

scribed and affirmed to me u
18th day of August,

Brianna Rainville

Notary
Commonwealth of Massachusetts
My Commission Expires
February 3, 2028

EXHIBIT A

PILOT AGREEMENT

Transcript Document No. [ ]

CAMDEN RENEWABLES, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2021 Real Estate Lease
(Camden Solar Facility)

Oneida County, Town of Camden, Camden Central School District

Tax Account No.: 127.000-1-33.4 (portion of)

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of _____, 2021, is by and between **CAMDEN RENEWABLES, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with offices at 101 Summer Street, Second Floor, Boston, Massachusetts 02110 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,** an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires that the Agency assist in the construction of an approximately 3.25 MW-AC community solar farm consisting of fixed-tilt solar arrays, central inverter, underground cabling, utility poles access road and fencing (collectively, the "Improvements"), situated on a 14.75± acre portion of a 48.40± acre parcel of land located at 1781 Mexico Road (a/k/a 1781 NYS Route 69), Town of Camden, County of Oneida (the "Land") all for the purpose of producing clean, renewable energy which will be distributed into the local energy grid and provide subscribers a credit on their utility bills (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, Mark Barker and Robin Barker (collectively, the "Owner") own the Land and leases it to the Company pursuant to a Ground Lease dated June 8, 2020 (the "Land Lease"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to accept a leasehold interest in the Facility, pursuant to a Lease Agreement dated of even date herewith and lease the Facility back to the Company pursuant to the terms and conditions contained in a Leaseback Agreement dated of even date herewith; and

WHEREAS, the Agency has agreed to acquire a leasehold interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility will be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company (the "Exempt Taxes") effective March 1, 2022, because the Agency is acquiring an interest in the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of this Agreement in the form of PILOT Payments (defined below) from the first date of the Exemption Term through the term of the Leaseback Agreement as more particularly described on Schedule B attached hereto (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the Town of Camden or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, the Camden Central School District and appropriate special districts more specifically set forth on Schedule A attached hereto and made a part hereof (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes and payments-in-lieu-of-taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement and the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty (such special assessments and ad valorem taxes to be billed directly by the Tax Authority).

2. (a) As shown on Schedule B, the Company shall pay to the Agency a fixed amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

(i) During Exemption Year 1, a fixed PILOT Payment equal to $17,875.00 (or $5,500 per MW-AC of nameplate capacity x 3.25 MW-AC of nameplate capacity) (the "Minimum PILOT Payment"); and

(ii) During Exemption Years 2 through and including 25, a fixed PILOT Payment equal to the greater of (x) the Minimum PILOT Payment <u>or</u> (y) $5,500 per MW-AC of nameplate capacity in the immediately preceding calendar year, in each case, the PILOT Payment takes into account an incremental increase of two percent (2.00%) for each Exemption Year; and

(iii) 100% of Exempt Taxes after Exemption Year 25.

Anything herein to the contrary, notwithstanding, the term "Exempt Taxes" is intended to mean only the increase in real property taxes attributable to construction of the Project. The Taxing Authorities shall bill to the Company, and the Company shall pay

to the Taxing Authorities taxes, or make payments in lieu of taxes, on the Land and existing facilities thereon (other than the Improvements and equipment), as if the Agency had no leasehold or other interest therein. If the Land Lease provides that the Owner is responsible for payment of taxes, or payments in lieu of taxes, on the Land and existing facilities thereon (other than the Improvements and equipment) the Company agrees to make such payments if the Owner fails to do so.

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Project Obligation and Recapture Agreement dated as of _____, 2021 (the "Recapture Agreement").

(b) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, shall constitute an Event of Default under Section 7.1(a)(vi) of the Leaseback Agreement, and the Agency may take any one or all remedial steps afforded it in Section 7.2 of the Leaseback Agreement; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. (a) The Agency shall prepare all PILOT invoices and shall submit the same to the Company by June 1 of each Exemption Year, which PILOT invoice shall include (i) the latest assessment notice from the Town of Camden's Assessor's Office as evidence of the Land's assessed value, (ii) a calculation of the PILOT Payment, (iii) the allocation of PILOT Payments to each Taxing Authority and (iv) the value of the Exempt Taxes that would otherwise have been paid relating to the Improvements and Equipment but not for the IDA's involvement.

(b) The Company will make PILOT Payments to the Agency hereunder for each Exemption Year by making the required payment to the Agency on behalf of the affected Taxing Authorities no later than thirty (30) days after receipt of a PILOT invoice. PILOT Payments that are delinquent under this Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Company to the Agency on behalf of the affected Taxing Authority at the time the PILOT Payment is paid. For each month, or part thereof, that the PILOT Payment is delinquent beyond the first month, interest shall accrue to and be paid to the Agency on behalf of the affected

Taxing Authority on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made. Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment (or causing any payment to be made) when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Agency shall have the right to terminate the Leaseback Agreement and this PILOT Agreement, and the Company shall henceforth pay one hundred (100%) percent of the Exempt Taxes, together with all costs of collection, including but not limited to reasonable attorneys' fees. Nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

(c) Such PILOT Payments shall be collected by the Agency and allocated to the Taxing Authorities in the same proportion as taxes would have been billed but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (for the purposes of calculating the allocation, the Agency shall use the tax rate for the prior Exemption Year).

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid by the Owner and/or the Company on the Facility leased to the Company by the Leaseback Agreement if the Agency did not have a leasehold or other interest in the Facility. Notwithstanding anything to the contrary in the Land Lease, all PILOT Payments are the obligation of the Company and the Company agrees to pay on behalf of the Owner all PILOT Payments with respect to the Facility for as long as this PILOT Agreement is in effect.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility, and accordingly the annual payment will be adjusted in any Exemption Year to be the lesser of the amount that would be payable in taxes or the PILOT Payment.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not have a leasehold or other interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company. Notwithstanding anything herein to the contrary, for so long as this Agreement is in effect, the Company hereby unconditionally and irrevocably waives its right, if any, to apply for and/or receive the benefit of any other real property tax exemption with respect to the Facility, including, without limitation, the real property tax exemption that may be available under Section 487 of the Real Property Tax Law.

8. All amounts payable by the Company hereunder will be paid to the Agency and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency or the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company: Camden Renewables, LLC
101 Summer Street, Second Floor
Boston, Massachusetts 02110
Attn.: _____

With a Copy To: Barclay Damon, LLP
80 State Street
Albany, New York 12207
Attn.: Genevieve M. Trigg, Esq.

provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

CAMDEN RENEWABLES, LLC
By: Green Eagle Solar VI, LLC, its sole member

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF)

On the _____ day of _____ 2021 before me, the undersigned a notary public in and for said state, personally appeared _____, 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/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SECOND SIGNATURE PAGE TO PILOT AGREEMENT
(CAMDEN RENEWABLES, LLC FACILITY)

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

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

On the _____ day of _____ 2021 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow,** 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A

COUNTY OF ONEIDA
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

TOWN OF CAMDEN
Receiver of Taxes
Post Office Box 267
Camden, New York 13316

CAMDEN CENTRAL SCHOOL DISTRICT
Receiver of Taxes
Post Office Box 410
Camden, New York 13316

SCHEDULE B

Exemption Year	County/City Fiscal Year	School Fiscal Year
Year 1 (billed 6/1/2022)	01/01/2023 – 12/31/2023	07/01/2022 – 06/30/2023
Year 2 (billed 6/1/2023)	01/01/2024 – 12/31/2024	07/01/2023 – 06/30/2024
Year 3 (billed 6/1/2024)	01/01/2025 – 12/31/2025	07/01/2024 – 06/30/2025
Year 4 (billed 6/1/2025)	01/01/2026 – 12/31/2026	07/01/2025 – 06/30/2026
Year 5 (billed 6/1/2026)	01/01/2027 – 12/31/2027	07/01/2026 – 06/30/2027
Year 6 (billed 6/1/2027)	01/01/2028 – 12/31/2028	07/01/2027 – 06/30/2028
Year 7 (billed 6/1/2028)	01/01/2029 – 12/31/2029	07/01/2028 – 06/30/2029
Year 8 (billed 6/1/2029)	01/01/2030 – 12/31/2030	07/01/2029 – 06/30/2030
Year 9 (billed 6/1/2030)	01/01/2031 – 12/31/2031	07/01/2030 – 06/30/2031
Year 10 (billed 6/1/2031)	01/01/2032 – 12/31/2032	07/01/2031 – 06/30/2032
Year 11 (billed 6/1/2032)	01/01/2033 – 12/31/2033	07/01/2032 – 06/30/2033
Year 12 (billed 6/1/2033)	01/01/2034 – 12/31/2034	07/01/2033 – 06/30/2034
Year 13 (billed 6/1/2034)	01/01/2035 – 12/31/2035	07/01/2034 – 06/30/2035
Year 14 (billed 6/1/2035)	01/01/2036 – 12/31/2036	07/01/2035 – 06/30/2036
Year 15 (billed 6/1/2036)	01/01/2037 – 12/31/2037	07/01/2036 – 06/30/2037
Year 16 (billed 6/1/2037)	01/01/2038 – 12/31/2038	07/01/2037 – 06/30/2038
Year 17 (billed 6/1/2038)	01/01/2039 – 12/31/2039	07/01/2038 – 06/30/2039
Year 18 (billed 6/1/2039)	01/01/2040 – 12/31/2040	07/01/2039 – 06/30/2040
Year 19 (billed 6/1/2040)	01/01/2041 – 12/31/2041	07/01/2040 – 06/30/2041
Year 20 (billed 6/1/2041)	01/01/2042 – 12/31/2042	07/01/2041 – 06/30/2042
Year 21 (billed 6/1/2042)	01/01/2043 – 12/31/2043	07/01/2042 – 06/30/2043
Year 22 (billed 6/1/2043)	01/01/2044 – 12/31/2044	07/01/2043 – 06/30/2044
Year 23 (billed 6/1/2044)	01/01/2045 – 12/31/2045	07/01/2044 – 06/30/2045
Year 24 (billed 6/1/2045)	01/01/2046 – 12/31/2046	07/01/2045 – 06/30/2046
Year 25 (billed 6/1/2046)	01/01/2047 – 12/31/2047	07/01/2046 – 06/30/2047

EXHIBIT B

INSURANCE REQUIREMENTS

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than $1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella**

Liability Insurance of not less than $5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of $5,000,000 per occurrence and $5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. 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 procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name the Agency and Company as additional insured on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency and Company.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy 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 of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

The Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA
584 Phoenix Drive
Rome, New York 13441

EXHIBIT C

FORM OF ANNUAL REPORT TO AGENCY

20XX Schedule of Supplemental Information (Bonds/Notes or Straight Lease)

Project Address: XXXXXXXX

Total Project Amount:$XXXXXX Approval Date: XXXXXXX Date IDA took leasehold interest: XXXXXX
Benefited Project Amount: $XXXXXXXX Bond Amount: XXXXXXX Year Financial Assist Planned to end: XXXXX Non-profit? X

Was your project completed in 20XX?

YES ☐ **NO** ☐

If YES, what was the final project cost total?

$_____

Please check box if applicable:
☐ Not all data **is reported.** Letter of explanation attached.

20XX Exemptions – Amounts that would have been payable, AS FULL TAXES, without IDA Assistance

Sales Tax (ST)	Real Property Taxes (RPT)	Mortgage Recording Tax (MR)	Total Tax Exemptions (Sum of ST, RPT and MRT)
State: $	County: $	$	$
Local: $	Local (sum of city/town/village): $		
	School: $		

Please attach copies of all PILOT Bills

20XX Payments in Lieu of Taxes (PILOTS) PAID. DO NOT INCLUDE SPECIAL DISTRICT ASSESSMENT PAYMENTS (ie; sewer, water, lighting, etc. districts)

County PILOT	Local PILOT (sum of city/town/village)	School District PILOT	Total PILOTS Paid	
$	$	$	$	

Straight Lease: Identify method of financial assistance utilized by project, other than tax exemptions claimed by project. Identify by amount and type:

FORM CONTINUED ON NEXT PAGE

Full-Time Equivalent (FTE) Jobs Created and Retained – As of December 31, 20XX (see instructions for more information)

# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Construction Jobs Created during Fiscal Year
X	X	X				

FOR PROJECTS CLOSED WITH THE AGENCY AFTER JULY 2016 ONLY.

If the salary and benefit information for categories of jobs retained and jobs created that was provided in the original project application is still accurate, please check this box: ☐ **If the information is no longer accurate complete chart below.**

Salary and Fringe Benefits for Jobs to be Retained and Created

Category of Jobs to be Retained and Created	# CURRENT FTE Per Category	Average Annual Salary or Range of Salary	Average Annual Fringe Benefits or Range of Fringe Benefits
Management			
Administrative			
Production			
Independent Contractor			
Other			

Contact Information (if different from page 1)

NAME: _____

Address: _____

_____

_____

Telephone: _____

Fax: _____

Email: _____

*Person Completing Form: _____

Reguired*

I certify that to the best of my knowledge and belief all of the information on Pages 1 through 4 of this Annual Report is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed*: _____

(authorized company representative)

Print Name: _____

Date: _____

Questions for Bond Projects ONLY

Bonds and Notes Related to Project*

(*If you do not have a Bond, please skip this section)

Type of Debt:	Bond(s) ☒ Note(s) ☐	Bond(s) ☒ Note(s) ☐	Bond(s) ☒ Note(s) ☐	Bond(s) ☒ Note(s) ☐	Total
Date of Bond Issue:					
Interest Rate:					
• At issuance					
• If variable, applicable range					
Outstanding Bond Balance at January 1, 20XX:					
Amount of any Bond Issued in 20XX					
Paid on Bond During Fiscal Year:					
Outstanding Bond Balance at December 31, 20XX:					
Final Bond Maturity Date:					Final maturity date of last outstanding bond:

Questions for Housing Projects ONLY - (Please provide additional information if needed to provide adequate detail)

(1) Describe the housing project constructed or renovated in detail (type of housing, number of units, etc.):

_____

_____

_____

If construction or renovation is incomplete, when is the issuance of a Certificate of Occupancy anticipated? _____
If complete, please attach copy of Certificate of Occupancy.

(2) Describe how you changed the pre-Project use of the facility or property being utilized, for the Project.

_____

_____

_____

(3) Did the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization(s).

_____

_____

_____

(4) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage: detail the job creation and retention associated with the non-housing component.

_____

_____

_____

(5) Does the project provide a community benefit? If yes, provide detail substantiating the community benefit (reference the IDA policy)._____

_____

_____

Instructions for 20XX OCIDA Annual Report

This mailing contains the following:

- Schedule of Supplemental Information (Pages 1 & 2)
- Bonds and Notes Related to Project (Page 3)- If applicable
- Housing Projects (Page 4) – If applicable

Schedule of Supplemental Information (Pages 1 & 2)

Page 1: In the first box, answer whether or not your project was completed in 2019. If it was completed before 20XX, you do not need to answer this question.

Tax Exemptions Section

- State and Local Sales Tax Column – ENTER STATE AND LOCAL SALES TAX THAT WOULD HAVE BEEN PAYABLE DURING 2019 IF THERE WAS NO IDA TAX EXEMPTION. Only report sales tax dollars exempted during 20XX. Local and NYS sales tax exempted must be broken out separately. Please provide copy of NYS ST-340 submitted to NYS for 20XX.

- Real Property Tax Column – ENTER REAL PROPERTY TAX PAYMENTS THAT WOULD HAVE BEEN PAYABLE DURING 2019 IF THERE WAS NO IDA PILOT. Do not include Special District Assessment Tax Bill information, as special district taxes are not exempt through the OCIDA PILOT. (ie: sewer, water, lighting districts, etc.)

- Mortgage Recording Tax Column – ENTER MORTGAGE RECORDING TAX THAT WOULD HAVE BEEN PAYABLE DURING 2019 IF THERE WAS NO IDA TAX EXEMPTION.

- Total Exemptions – Add up all of the numbers in the three previous columns (sales tax, real property tax, mortgage recording) and enter the sum.

Actual Payments in Lieu of Taxes (PILOT) PAID Section

- ENTER THE ACTUAL PILOT PAYMENTS PAID TO THE TAXING JURISDICTIONS. Do not include Special District Assessment Tax payments (sewer and water, lighting districts, etc.) in your paid amounts. DO PROVIDE US WITH COPIES OF THE ACTUAL INVOICES YOU PAID FROM.

- TOTAL PILOTS PAID Column – Add the three previous columns together and enter sum here for your total PILOT payments made during 20XX.

Example:

If full County of Oneida taxes WITHOUT a PILOT would have equaled $1,000. You would enter $1,000 in the Real Property Tax column in the Exemptions Section. However, because you have a PILOT, you might only pay 1/3 of your taxes due ($333). Thus, you would enter $333 in the County column in the Payments in Lieu of Taxes (PILOTS).

Continued on next page

Page 2: **# Current Full-Time Equivalent (FTE) Employees"/"# FTE Jobs Created/ # FTE Jobs Retained** AS OF THE PERIOD ENDING DECEMBER 31, 20XX.

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the Company

If any **Construction Jobs** were created during 20XX as a result of your project, include in the # FTE Construction Jobs Created column.

For Projects that Closed with the IDA After July 2016 - Salary & Fringe Benefits Section: Read the sentence in bold print beneath the Job Reporting chart and determine whether or not you are able to check the box. Fill out chart if you cannot check the box.

Page 3: **For Bond Projects Only:** Complete ***Bonds and Notes Related to Project*** for each bond. If your company has multiple bonds, use as many copies of Page 3 as you need, however report all job numbers on Page 1.

- Multiple bonds may be reported on one sheet, or several sheets may be used. However, please report all job numbers on only one *Schedule of Supplemental Information*(Page 1)
- Date of Issue – date bond was issued for your project
- Interest Rate – self explanatory
- Outstanding Beginning of Fiscal Year – Bond balance as of January 1, 20XX
- Bonds Issued During Fiscal Year – if this is your first reporting year for the bond enter the new bond amount here. If additional IDA bonds were added by your company in 2019 enter the new issues here.
- Amount Paid on Bonds During Fiscal Year –self explanatory
- Outstanding Bond Balance at December 31, 20XX
- Final Maturity Date – this should be filled in for you, if not please enter date your bond matures. If it was paid off in 20XX enter that date and indicate such.

Page 4: For Housing Projects Only – Instructions contained therein.

REPORT CERTIFICATION – Bottom of Page 2

Review and update the Contact Information questions at the bottom of Page 2, then sign to certify the information provided.

If you have any questions, please do not hesitate to call Mark Kaucher, Jennifer Waters or Shawna Papale at 315-338-0393 or e-mail us at:

mkaucher@mvedge.org jwaters@mvedge.org spapale@mvedge.org

Thank you!