

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

OYA WAYSIDE DRIVE LLC

OMNIBUS AMENDMENT AGREEMENT

Amending Project Agreement, Company Lease Agreement, Agency Lease Agreement,
Payment in Lieu of Taxes Agreement, Environmental Compliance and Indemnification
Agreement, and related documents, each dated as of April 1, 2021

OYA Wayside Drive LLC Project

IDA Project No. 2201-21-06A

Affected Tax Jurisdictions:

Jefferson County

Town of Pamela

General Brown Central School District

TMID No.:

74.09-1-6

Dated as of December 9, 2021

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT (the “Agreement”), dated as of December 9, 2021, by and between the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “Agency”) and **OYA WAYSIDE DRIVE LLC**, a limited liability company organized and duly existing under the laws of the State of Delaware and authorized to conduct business in the State of New York, with offices at 144 Front Street West, Toronto, Ontario, Canada M5J2L7 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 369 of the Laws of 1971 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the “Act”) as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, pursuant to a certain Project Authorizing Resolution adopted by the Agency on August 6, 2020 (the “Project Authorizing Resolution”), the Agency appointed OYA WAYSIDE DRIVE LLC (the “Company”) as its agent to undertake a certain project (the “Project”) consisting of: (A)(i) the acquisition by the Agency of a leasehold interest in vacant real property located at 22421 Wayside Drive in the Town of Pamela, New York (the “Land”, being more particularly described as tax parcel No. 74.09-1-6); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all located on the Land (collectively, the “Facility”); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of potential exemptions from real property taxes (except as limited by Section 874 of the General Municipal Law) (the “Financial Assistance”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the construction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, in furtherance of the Project, and in accordance with the Project Authorizing Resolution, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, as of April 1, 2021, which included the following documents and agreements: (i) that certain Project Agreement (the “Project Agreement”), (ii) that certain Company Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk on April 30, 2021 at Instrument Number 2021-00006674 (the “Company Lease Agreement”), (iii) that certain Agency Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk on April 30, 2021 at Instrument Number 2021-00006675 (the “Agency Lease Agreement”), (iv) that certain Payment-in-Lieu-of-Tax Agreement (the “PILOT Agreement”), (v) that certain Environmental Compliance and Indemnification Agreement (the

“Environmental Compliance Agreement”); and (vii) related documents (collectively, the “Project Documents”); and

WHEREAS, at the request of the Company, and upon approval of the Agency by resolution adopted December 2, 2021, the parties hereto desire to amend the description of the “Project” as contained within the Project Documents (hereinafter referred to as the “Project Scope Modifications”) as follows: (A)(i) the acquisition by the Agency of a leasehold interest in **an approximately 36.19 acre portion of a parcel of** vacant real property located at 22421 Wayside Drive in the Town of Pamela, New York (the “Land”, being more particularly described as **a portion of** tax parcel No. 74.09-1-6); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring **to support a 5.0MWac community solar electrical generation system**, all located on the Land (collectively, the “Facility”); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of potential exemptions from real property taxes (except as limited by Section 874 of the General Municipal Law) (the “Financial Assistance”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the construction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Agency desires to amend the Project Documents to include the above described Project description to reflect the Project Scope Modifications; and

WHEREAS, all other provisions and terms of the Project Documents will remain the same without revision.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Article I – Amendment to Project Documents

Section 1.1. The Project Documents are hereby amended to reflect the amended description of the “Project” as set forth below:

(A)(i) the acquisition by the Agency of a leasehold interest in **an approximately 36.19 acre portion of a parcel of** vacant real property located at 22421 Wayside Drive in the Town of Pamela, New York (the “Land”, being more particularly described as **a portion of** tax parcel No. 74.09-1-6); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring **to support a 5.0MWac community solar electrical generation system**, all located on the Land (collectively, the “Facility”); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of potential exemptions from real property taxes (except as limited by Section 874 of the General Municipal Law) (the “Financial

Assistance”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the construction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

Section 1.2. **Schedule A** to the Project Documents, as applicable, along with all references to the property description contained therein, are hereby deleted in its entirety and replaced with **Schedule A** attached hereto.

Section 1.3. Notwithstanding any other inconsistent reference within the Project Documents, the Agency and Company agree as follows:

- a) The Dated Date of the Project Documents is **April 1, 2021**; and
- b) The Termination Date of the Project Documents is **December 31, 2037**, unless terminated earlier in accordance with the terms of the Project Documents.

The Agency and Company shall execute and record amended and restated memoranda of the Company Lease Agreement and Agency Lease Agreement to clarify Sections 1.2 and 1.3, hereof.

Section 1.4. Section 2.02(C)(4) of the PILOT Agreement is deleted and replaced in entirety with Schedule B, hereto

Section 1.5. The Credit for Taxes Paid contained in Section 2.03 of the PILOT Agreement shall not apply to or include any real estate taxes paid on the Land by the Company or owner of the Land to the extent same is deemed taxable during the term of the PILOT Agreement. The Agency and Company acknowledge that the Land is included as a component of the Project Facility and should be deemed exempt, with applicable PILOT Payments payable by the Company pursuant to Section 2.02(C)(1) and (2) of the PILOT Agreement.

Section 1.6. The Agency shall prepare and file an amended Form RP-412-a with the applicable Assessor and distribute same along with a copy of this Agreement to each of the Affected Tax Jurisdictions.

Section 1.7. As and for the Agency’s Administrative Fee payable in connection with closing the Project Documents and the provision of Financial Assistance, as defined within the Project Documents, the total amount payable as of April 1, 2021 was \$199,105.00, for which the Company has paid the amount of \$149,328.79 as of the date hereof. The Company shall pay the remaining sum of \$49,776.21 as of the date hereof to the Agency, plus all costs and fees associated with this Agreement.

Section 1.8. All other provisions of the Project Documents shall remain in full force and effect.

Article II –Miscellaneous

Section 2.1. This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 2.2. All notices, invoices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by nationally-recognized overnight courier, as follows:

To the Agency: Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Attn: Chief Executive Officer

And to: Harris Beach PLLC
677 Broadway, Suite 101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: OYA Wayside Drive LLC
144 Front Street West
Toronto, Ontario, Canada M5J2L7
Attn: Manish Nayar, President

With a copy to: Hodgson Russ LLP
The Guaranty Building
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attn: Daniel A. Spitzer, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 2.3. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Franklin County, New York.

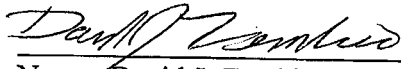
Section 2.4. Other than those revisions and amendments as set forth herein, the Project Documents remain otherwise unchanged and each of the parties hereto reaffirms their respective obligations thereunder.

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[Signature Page to Omnibus Amendment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: David J. Zembiec
Title: Chief Executive Officer

OYA WAYSIDE DRIVE LLC, a
Delaware limited liability company
By: OYA Solar MM1, LLC, its sole member

By: _____
Name: Manish Nayar
Title: President

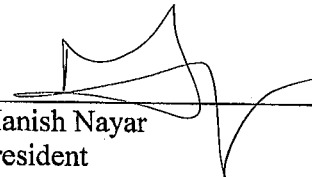
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JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: David J. Zembiec
Title: Chief Executive Officer

OYA WAYSIDE DRIVE LLC, a
Delaware limited liability company
By: OYA Solar MM1, LLC, its sole member

By:  _____
Name: Manish Nayar
Title: President

[Acknowledgment Page to Omnibus Amendment Agreement]

State of New York)
County of Jefferson) ss.:

On the 3rd day of December, 2021, before me, the undersigned, personally appeared DAVID ZEMBIEC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

JOY NUFFER
NOTARY PUBLIC - STATE OF NEW YORK
Registration No. 01NU6152633
Qualified in Jefferson County
Commission Expires September 18, 20 22

Province of Ontario)
Foreign Country of Canada) ss.:

On the ___ day of December, 2021, before me, the undersigned, personally appeared MANISH NAYAR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[Acknowledgment Page to Omnibus Amendment Agreement]

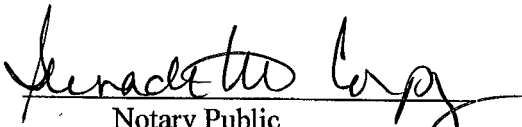
State of New York)
County of Jefferson) ss.:

On the day of December, 2021, before me, the undersigned, personally appeared DAVID ZEMBIEC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Province of Ontario)
Foreign Country of Canada) ss.:

On the 3rd day of December, 2021, before me, the undersigned, personally appeared MANISH NAYAR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
Name: Bernadette Corpuz
Date of Expiry: Perpetual

Schedule A

All that parcel of land located in the Town of Pamela, County of Jefferson and State of New York, being part of the 30th West and 25th North Ranges of Beaver Land, bounded and described as follows:

Beginning at a point of reference in the centerline of Wayside Drive at the southeast corner of the parcel of land conveyed to Robert C. Lytle (Liber 814, Page 983), said point being South 04 degrees 18 minutes 18 seconds East, 24.75 feet from a 5/8 inch rebar with red plastic cap set that is South 04 degrees 18 minutes 18 seconds East, 176.24 feet from an existing rebar at the southeast corner of the parcel of land conveyed to Mark L. Sachetti (Instrument 2017-00017124); and runs thence, from the point of reference, North 04 degrees 18 minutes 18 seconds West, 340.12 feet, along the east line of Lytle, passing through the last described rebar with cap set and existing rebar, to and along the east line of Sachetti, to a point; thence North 85 degrees 44 minutes 21 seconds East, 115.28 feet to a point at the point of beginning of the parcel herein described; and runs thence, from the point of beginning, North 00 degrees 00 minutes 02 seconds West, 553.61 feet to a point; thence North 90 degrees 00 minutes 00 seconds West, 68.34 feet to a point; thence North 00 degrees 00 minutes 00 seconds East, 265.44 feet to a point; thence North 58 degrees 30 minutes 15 seconds West, 83.62 feet to a point; thence North 06 degrees 42 minutes 37 seconds West, 501.80 feet to a point; thence North 67 degrees 22 minutes 06 seconds East, 239.57 feet to a point; thence North 26 degrees 22 minutes 16 seconds East, 82.22 feet to a point; thence North 83 degrees 42 minutes 33 seconds East, 648.97 feet to a point; thence North 86 degrees 34 minutes 49 seconds East, 285.84 feet to a point; thence South 45 degrees 59 minutes 35 seconds East, 95.93 feet to a point; thence South 00 degrees 00 minutes 00 seconds West, 314.53 feet to a point; thence North 90 degrees 00 minutes 00 seconds West, 69.00 feet to a point; thence South 00 degrees 00 minutes 00 seconds East, 115.53 feet to a point; thence South 74 degrees 27 minutes 18 seconds West, 47.75 feet to a point; thence South 00 degrees 02 minutes 53 seconds West, 153.45 feet to a point; thence South 00 degrees 01 minutes 06 seconds East, 400.76 feet to a point; thence South 74 degrees 27 minutes 18 seconds West, 47.75 feet to a point; thence South 00 degrees 00 minutes 00 seconds East, 89.97 feet to a point; thence South 26 degrees 50 minutes 11 seconds West, 50.95 feet to a point; thence South 00 degrees 00 minutes 00 seconds East, 45.46 feet to a point; thence South 02 degrees 51 minutes 06 seconds West, 294.00 feet to a point; thence South 85 degrees 44 minutes 21 seconds West, 862.52 feet to the point of beginning, containing 36.19 acres of land, more or less.

The above described parcel being part of the lands conveyed from Helen H. Amo, as Executrix for the Estate of Herman E. Weaver, and, Helen H. Amo, as Executrix for the Estate of Jean P. Weaver, to Nicholas Iannuzzi and Barbara Iannuzzi by deed dated April 19, 2019 and recorded in the Jefferson County Clerk's Office on April 24, 2019 as Instrument 2019-00005344.

Together with and subject to rights, covenants, easements and restrictions of record.

SCHEDULE B

(4) Notwithstanding the foregoing, the Company shall make the following payments in lieu of property taxes with respect to the improvements

<u>PILOT Year</u>	<u>County/Town Tax Year</u>	<u>School Tax Year</u>	<u>PILOT Payment for Improvements</u>
Interim	2021 and 2022	2021/2022	N/A
Year 1	2023	2022/2023	\$36,285.67
Year 2	2024	2023/2024	\$35,574.18
Year 3	2025	2024/2025	\$34,876.65
Year 4	2026	2025/2026	\$34,192.79
Year 5	2027	2026/2027	\$33,522.35
Year 6	2028	2027/2028	\$32,865.05
Year 7	2029	2028/2029	\$32,220.63
Year 8	2030	2029/2030	\$31,588.86
Year 9	2031	2030/2031	\$30,969.47
Year 10	2032	2031/2032	\$30,362.22
Year 11	2033	2032/2033	\$29,766.88
Year 12	2034	2033/2034	\$29,183.22
Year 13	2035	2034/2035	\$28,611.00
Year 14	2036	2035/2036	\$28,050.00
Year 15	2037	2036/2037	\$27,500.00

The foregoing PILOT Payments attributable to the Improvements reflects an amount, inverted beginning in PILOT Year 15, equal to \$5,500 per MW PV solar electrical generation capacity, which as of the date of this Agreement is 5.0MWac, with such amount increasing backward at 2% per year during the term hereof. Any future upgrades to the Project increasing the MWac PV solar electrical generation capacity shall increase the amounts payable hereunder accordingly. By way of example, if in PILOT Year 4 an additional MWac is added to the MWac PV solar electrical generation capacity, the payment schedule above shall be modified to add \$5,500 to the Total PILOT Payment in PILOT Year 15, with each applicable prior PILOT Year having an additional amount added reflective of a reverse escalator of 2% per year on such \$5,500 added payment.

The Company shall certify annually to the Agency the true and correct amount of the Project's per MWac PV solar electrical generation capacity as part of its annual certification required pursuant to the Project Agreement, dated as of the date hereof and entered into by the Agency and Company (the "Project Agreement"). After the fifteenth (15th) PILOT Year, the Project Facility shall be subject to full taxation by the affected taxing jurisdictions.

The tax benefits provided for herein shall be deemed to include (i) the 2023 County and Town tax year through the 2037 County and Town Tax year, and (ii) the 2022/2023 School tax year through the 2036/2037 School tax year. This PILOT Agreement shall expire on December 31, 2037; provided, however, the Company shall pay the 2038 County and Town tax bill and the 2037/2038 School tax bill on the dates and in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings.