

PROJECT EVALUATION and COST/BENEFIT ANALYSIS

(As required by Section 869-A3 of New York General Municipal Law)

Project Applicant: **Solitude Solar Russell County Rd 21 Microgrid, LLC**

Project #4001-23-01

Project Types and Evaluation Criteria: The Agency, in its discretion, shall evaluate each project type below based on the totality of applicable factors, taking into account the total economic impact, and no one factor may be determinative. In any case where a project may be categorized by more than one type listed below, the evaluative criteria for each applicable project type should be applied to the applicable component of the project.

- 1) Manufacturing/Warehousing/Distribution Projects
- 2) Agricultural/Food Processing Projects
- 3) Adaptive Reuse/Community Development Projects
- 4) Tourism Projects
- 5) Other Retail Projects
- 6) Back Office/Data or Call Center Projects
- 7) **Energy Production Projects**
- 8) Affordable Housing Projects
- 9) Senior Housing Projects
- 10) Market Rate Housing Projects
- 11) Other Projects

Energy Production Projects

For Energy Production Projects, the Agency should consider the following criteria, as applicable:

- The information provided in the Cost Benefit Analysis;
- The capital investment being made by the applicant;
- The impact, if any, from local labor construction for the project;
- Wage rates (above median wage for area);
- In region purchases (percentage of overall purchases for project)
- Advances renewable energy production/transmission goals;
- How the project advances renewable energy production/transmission goals; and
- The need being met for the municipality and/or region.

Catalyze Holding, LLC is developing plans for a 2.1 MW-AC solar array to be installed on approximately 11.25+- acres of agricultural field located on a tax parcel at 1040 County Road 21, in the Town of Russell. The total site acreage at the project location (tax parcel IDs: 147.001-2-18.111) is 97.1 acres. This property currently has an assessed tax value of \$28,000, providing approximately \$1,212 in property tax payments. (The improvements will be tax parcel ID: 147.001-2-18.111/1)

Activities include the installation of a ground-mounted solar energy system comprised of Tier 1 modules in a fixed tilt setup, equipment pads for transformers, and a gravel access road. The system will be installed to maximize production and output, while minimizing the disturbance of any soils. The entirety of the solar system will be installed to grade, with minimal excavation for equipment pads and conductors. At the end of the project life, the solar system will be decommissioned, and the property will be restored to its existing condition.

Catalyze Holding, LLC is developing multiple community solar projects across upstate New York and will participate in the NYSEERDA NY-Sun Initiative to provide clean energy to local businesses and residences. The community solar credits generated by the project will be sold to local residents and small businesses at a discount to retail electricity prices, providing a long-term economic impact to subscribers. The value of these solar credits results in a savings of up to 10-15% on the energy portion of the electricity bill.

In addition to revenue provided to local landowners and taxing jurisdictions, there are a number of other benefits provided by community solar project development. Solar projects generate clean renewable energy that feeds the local utility grid. Through monetary crediting, that energy can be shared with customers in the same utility service area, providing direct savings on local utility bills in the form of dollar-value credits.

Projects such as this one support the goals of the New York State Climate Leadership and Community Protection Act (as summarized by the New York State Tug Hill Commission document, “*Planning for Offsite Solar Energy Projects*, February 2020):

The purpose of the Climate Act is to adopt measures to put New York on a path to reduce statewide greenhouse gas emissions by 85% percent by 2050 and net zero emissions in all sectors of the economy, through the development of a scoping plan. The goals of the Climate Act are (1) greenhouse gas emissions reduction, (2) renewable energy development, (3) improved energy efficiency, (4) a clean energy economy, and (5) resilient and distributed energy systems.¹

Specifically related to solar energy, the law states that New York will:

- Increase the Renewable Energy Standard to 70% by 2030
- Double the target for distributed solar power to 6 gigawatts by 2025
- Install 3 gigawatts of statewide energy storage capacity by 2030

The above targets do not include utility-scale solar, which is estimated to increase by 5 gigawatts by 2025. For reference, one megawatt (MW) of energy can power approximately 150 homes, conservatively. To produce 1 MW of solar energy, approximately five to seven acres of solar panels are needed. Theoretically, a 4 MW project (i.e. 24 acres of solar panels) could power all the homes in the village of Adams. To meet Climate Act goals, it is estimated that between 34,000 to 68,000 acres of land is needed for solar panels in New York State, or at least 1.7 square miles of solar panels per county if equally distributed among the 62 counties.

Further background information on community-scale solar projects from the same report includes:

For purposes of this paper, community-scale solar includes projects that take advantage of NYSEERDA’s NY-Sun community solar incentives. To qualify, individual projects must be 5 MW or less but may be grouped together in a series of ≤ 5 MW projects. These projects sell energy to local subscribers and provide taxing jurisdictions with payments in lieu of taxes (PILOT) agreements in the \$2,000-\$5,500 per MW range. The electricity generated from community solar projects does not count toward meeting the goals of the state’s Renewable Energy Standard (RES). A 2 MW community solar project would typically include approximately 10 acres of panels. Local examples of community solar projects would be the proposed Nexamp projects in the towns of Adams (4.6 MW) and LeRay (4.9 MW), where 600-700 National Grid subscribers would be able to subscribe to each array.

Evidence for regional alignment of projects such as this proposed solar facility is found within the *North Country 2022 Progress Report* created by the North Country Regional Economic Development Council, which states:

Renewable Energy Renewable energy development in the North Country has helped to increase the region's tax base and supported a significant number of good paying construction jobs, while helping to meet the state's renewable energy goals.

The same report also includes the following:

REGIONAL VISION

The North Country will lead the economic renaissance of New York State's small cities and rural communities.

We will:

- Energize our communities by building on growth in advanced manufacturing, agriculture, and renewable energy;

Renewable Energy is also included in the Progress Report in the "Priority Regional Tradeable Sectors" section with the following citation:

Renewable Energy represents another opportunity for regional economic growth while helping the state meet its renewable energy goals under the Climate Leadership and Community Protection Act. The North Country is already host to significant energy generation via hydro, wind and solar and provides New York State with nearly half of its renewable energy. Solar developer interest in the region is especially growing due to available land, state incentives, and other factors. The region has two efforts underway with NYSERDA's "Build Ready" program to attract renewable energy projects that add to the local tax base while creating employment opportunities in the renewable energy sector. One site is the former Benson Mines in St. Lawrence County.

COST/BENEFIT ANALYSIS

(As required by Section 869-A3 of New York General Municipal Law)

Project Applicant: Project Applicant: **Solitude Solar Russell County Rd 21 Microgrid, LLC**

Project #4001-23-01

Estimated COST of Agency Assistance

1. Sales and Use Tax Exemption

a. Amount of Project Cost Subject to Tax:		\$ 262,500
	Sales and Use Tax Rate	8%
b. Estimated Exemption:		\$ 21,000*

2. Mortgage Recording Tax Exemption

a. Projected Amount of Mortgage:		\$ n/a
	Mortgage Recording Tax Rate	0.75%
b. Estimated Exemption:		\$ 0

3. Real Property Tax Exemption

Property Location: Town of Russell

a. Investment in Real Property		3,263,916
b. Pre-project Assessment		28,000
c. Projected Post-project Assessment	Tax Load 2.8355%	\$ 654,680 **
d. Equalization Rate (for reference only)		65.5%
e. Increase in Assessed Value of Property		626,680
f. Total Applicable Tax Rates per \$1,000		\$53.68
g. Estimated Taxes over PILOT Period	(\$33,640 over 20 yrs using post project assessment)	672,803
h. PILOT Payments over PILOT Period		\$255,122
i. Net Exemption Amount	(g – h)	\$ 417,681

4. Interest Exemption [Bond Only]

a. Total Estimated Interest Expense	(Assuming Taxable interest)	_____
b. Total Estimated Interest Expense	(Assuming Tax Exempt Interest)	_____
c. Interest Exemption	(a – b)	\$ N/A

TOTAL ESTIMATED EXEMPTIONS

\$ 438,681

*The proposed sales tax exemption is based on an exemption amount of \$10,000/MW, which the developer estimates will cover local purchases, not a full exemption on all purchases.

The property has a current assessed value of approximately \$28,000 providing approximately \$1,212 in property tax payments. The base value of the property would not be impacted by the PILOT.

** Post-project value was estimated using the recently provided New York State Final-Rates and Appraisal Model. As continuing guidance and information is provided for this model, estimates may change. However, this projected value is within the range of project values estimated for similar projects within the area. The project would be subject to NYS RPTL 487 without the proposed IDA PILOT, which would result in no added value to the assessment for 15 years. Proposed PILOT Payments of \$5,000 per MW for the 2.1MW system result in payments of \$10,500 to the Town, School, and County in year 1 with 2% escalator for years 1-20 for a total 20-year PILOT payment of \$255,122.

Due to the unique nature of the proposed project, the proposed PILOT represents a deviation from the standard IDA PILOT as outlined in the St. Lawrence County Industrial Development Agency's Uniform Tax Exemption Policy. Per that Policy, the IDA has sought and received the consent of the local affected taxing jurisdictions for the proposed PILOT.

COST/BENEFIT ANALYSIS

(As required by Section 869-A3 of New York General Municipal Law)

Project Applicant: **Solitude Solar Russell County Rd 21 Microgrid, LLC**

Project #4001-23-01

Estimated BENEFIT of Agency Assistance

EMPLOYMENT COMPARISON:

Do not include construction jobs relating to the Project.

- Full Time: Permanent employee who works 30 or more hours each week and does so on a regularly-scheduled basis.
- Part Time Temporary/Seasonal: Any employee who works fewer than 30 hours each week, and does so on an occasional, temporary, or as-needed basis.

Jobs	(A)	(B)	(C)	(D)	(E)	(F)	(G)
	Current Jobs	Average Annual Wage	Average Annual Benefit Cost	Number of Jobs Created Year 1	Number of Jobs Created Year 2	Number of Jobs Created Year 3	Total New Jobs Created
Full Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total		\$	\$				
Part Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total		\$	\$				

Project applicant projects 0 part time jobs in the application.

ESTIMATED OTHER BENEFITS:

<input type="checkbox"/>	Sales Tax Revenue (New Product)	This project will result in the manufacturing or selling of a new product, and the estimated amount of annual sales taxes that will be generated on retail sales of the new project is \$.
<input type="checkbox"/>	Sales Tax Revenue (Existing Product)	This project will result in increased production or sales of an existing product, and the estimated amount of annual sales tax that will be generated on the retail sales of the increased production is \$.
<input checked="" type="checkbox"/>	Real Property Taxes	The amount of annual real property taxes that will be payable on the project at the end of the PILOT Agreement will be determined based on the assessed value assigned to the project at that time. The base value of the underlying property is expected to have no significant change in value.
<input checked="" type="checkbox"/>	Construction Jobs	This project will help generate approximately 30-50 construction jobs.
<input checked="" type="checkbox"/>	Community and Regional Benefit	<ul style="list-style-type: none"> • <i>Additional revenue to taxing jurisdictions</i> • <i>Renewable energy development in support of NYS CLCPA</i> • <i>Community Solar Project offering local electric bill savings</i> • <i>Aligns with Implementation of Key Regional Priority items highlighted in NCREDC 2022 Progress Report</i> • <i>Local purchases of building supplies, concrete, aggregate</i>

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(ST. LAWRENCE COUNTY, NEW YORK)

and

SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC

AGENCY COMPLIANCE AGREEMENT
for conveyance of sales and use tax exemption benefit.

(ST. LAWRENCE COUNTY, NEW YORK)
(SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC)
(2.2 MW-AC solar array comprised of a ground-mounted photovoltaic solar energy system)
(PROJECT #4001-23-01)

BENEFIT LIMITED TO
\$22,000.00

AGENCY COMPLIANCE AGREEMENT

THIS AGENCY COMPLIANCE AGREEMENT (the "Agreement"), dated as of December 18, 2023, is by and between the **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, public benefit corporation of the State of New York, having its principal office at 19 Commerce Lane, Suite 1, Canton, St. Lawrence County, New York 13617 (the "SLCIDA"), and **SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having offices at c/o Catalyze Holdings, LLC, 333 Boston Post Road W, Suite 220, Marlborough, Massachusetts 01752 (the "Company").

WITNESSETH:

WHEREAS, the SLCIDA was created by Chapter 358 of the Laws of 1971 of the State of New York (the "State"), as amended, codified as Section 914 of the General Municipal Law of the State ("GML"), pursuant to Title 1 of Article 18-A of the GML, as amended (collectively, the "Act");

WHEREAS, the COMPANY has submitted an application (the "APPLICATION") to the SLCIDA requesting the SLCIDA's assistance with a certain project in the form of Sales and Use Tax Exemptions:

SLCIDA Project Number:	4001-23-01
Project Address:	1040 County Rd. 21 Hermon, New York 13652 Town of Russell, St. Lawrence County
Estimated value of goods and services to be exempt from New York State and local sales and use tax:	<u>\$275,000.00</u>
Estimated value of New York State and local sales and use tax exemption provided (8%):	LIMITED TO <u>\$22,000.00</u>

WHEREAS, pursuant to SLCIDA by Resolution No. IDA-23-07-25, duly adopted by the SLCIDA on July 25, 2023, the SLCIDA authorized the COMPANY to act as its agent for the purposes of undertaking a certain project, more fully described herein, subject to the COMPANY entering into this Agency Compliance Agreement:

- Project -
1. Acquisition by the Company of a sub-leasehold interest in an approximately 11.25 acre parcel of land, being a portion of a 97.1 acre parcel of land, located at 1040 County Road 21, Town of Russell, New York 13652 (the "Land"); and
 2. the installation on approximately 11.25 acres of land of a 2.2 MW-AC ground-mounted photovoltaic solar energy system (the "Improvements"); and
 3. the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and
 4. the sub sub-lease of the SLCIDA's interest in the Facility back to the Company pursuant to a Leaseback Agreement.

WHEREAS, said appointment includes the following as it relates to any proposed acquisition, construction, renovation, equipping and completion of any buildings, whether or not any materials or

supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, renovation and equipping of the Facility, and (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under such Facility, entering into contracts and doing all things requisite and proper for completing the Facility;

WHEREAS, the Company has agreed with the SLCIDA, on behalf of the SLCIDA and as the SLCIDA's agent, to limit its activities as agent for the SLCIDA under the authority of the appointing resolution to acts reasonably related to the construction and equipping of the Facility in accordance with the Plans and Specifications set forth in the APPLICATION;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I: REPRESENTATIONS AND COVENANTS OF THE COMPANY and SLCIDA

Section 1.1 Representations and Covenants of Company. Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, is in good standing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform this Agreement. This Agreement has been duly authorized, executed and delivered by Company.

(b) To the best of Company's knowledge, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, Company's organizational documents, as amended, or any restriction or any agreement or instrument to which Company is a party or by which it is bound.

(c) Any and all leasehold improvements undertaken by Company with respect to the Facility and the design, construction, equipping and operation of the Facility will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. The Company shall defend, indemnify and hold the SLCIDA harmless from any liability or expenses, including reasonable attorneys' fees, resulting from any failure by Company to comply with the provisions of this subsection.

(d) This Agreement constitutes a legal, valid and binding obligation of Company enforceable against Company in accordance with its terms.

ARTICLE II: SPECIAL COVENANTS

Section 2.1 No Warranty of Condition or Suitability by SLCIDA. The SLCIDA makes no warranty, either express or implied, as to the condition, design, operation, merchantability or fitness of, or title to, the Facility or that it is or will be suitable for Company's purposes or needs.

Section 2.2 Hold Harmless Provisions.

(a) Company agrees that the SLCIDA, its directors, members, officers, agents (except agents of the Company) and employees shall not be liable for, and agrees to defend, indemnify, release

and hold the SLCIDA, its directors, members, officers, agents (except agents of the Company) and employees harmless from and against, any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land, and (ii) liability arising from or expense incurred in connection with the SLCIDA's acquisition, construction, renovation, equipping and owning and leasing of the Facility, including, without limiting the generality of the foregoing, all claims arising from the breach by Company of any of its covenants contained herein, the exercise by Company of the authority conferred upon them pursuant to this Agreement and all causes of action and reasonable attorneys' fees (whether by reason of third party claims or by reason of the enforcement of any provision of this Agreement (including without limitation this Section) or any of the other documents delivered by the SLCIDA), and any other expenses actually incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the SLCIDA are not incurred and do not result from the gross negligence or intentional or willful wrongdoing of the SLCIDA or any of its directors, members, agents (except the Company and Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the SLCIDA, or any of its members, directors, officers, agents or employees, and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of any such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

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

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

Section 2.3 Right to Inspect Facility. The SLCIDA and its duly authorized agents upon prior written notice shall have the right at all reasonable times to inspect the Facility.

Section 2.4 Qualification in State. Company, throughout the term of this Agreement, shall continue to be duly authorized to do business in the State of New York.

Section 2.5 Appointment of Project Operator and Agents.

(a) The SLCIDA hereby appoints the Company, and the Company hereby agrees to act on behalf of the SLCIDA, as its Agent, under the terms of this Agreement, to construct and equip the Facility in accordance with the plans and specifications.

Company, effective of the date hereof and until the SLCIDA consents in writing to a termination of this Agreement, shall accept authority to purchase on behalf of SLCIDA all materials

to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any construction, erection and completion of the Facility, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such Facility: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction and equipping, (2) all purchases, rentals, uses of consumption of supplies, materials, utilities and services of every kind and description used in connection with construction and equipping, and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs), installed or placed in upon or under such building or facility, including all repairs and replacements of such property.

(b) The authority accepted by the Company on behalf of the SLCIDA as outlined in Section 2.5(a) is deemed also to be accepted by any other project operator or agent that the Company may duly appoint.

Section 2.6 Agreement to File Appointment of Project Operator Information (the ST-60). The effectiveness of an agency appointment by the SLCIDA is expressly conditioned upon the timely execution by the SLCIDA of New York State Department of Taxation and Finance "IDA Appointment of Project Operator or Agency for Sales Tax Purposes" (Form ST-60) for the SLCIDA's Agent (the Company) and for each Agent as the Company chooses who provides materials, equipment, supplies or services (the "Authorized Agent(s)"). The ST-60 shall serve to evidence that the SLCIDA has appointed an Agent (the form of which to be completed by Company) and deliver said form to the SLCIDA. Company agrees that it will ensure that the Form ST-60 will be presented to the SLCIDA within twenty-one (21) days, to enable the SLCIDA to fully execute and deliver Form ST-60 to the State Department of Taxation and Finance within thirty (30) days of appointment. The ST-60 is not and cannot be used as an exemption document.

The Company acknowledges that the executed Form ST-60 is not and cannot serve as a sales or use tax exemption certificate or document. No copy of the executed Form ST-60 shall be tendered to any person required to collect sales tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected.

The Company acknowledges that the Civil and Criminal penalties for misuse by the Company of a copy of Form ST-60 as an exemption certificate or document or for failure to pay or collect tax shall be as provided in the Tax Law. In addition, the use by an Authorized Agent of such Form ST-60 as an exemption certificate or document shall be deemed to be, under Articles 28 and 37 of the Tax Law, the issuance of a false or fraudulent exemption certificate or document with the intent to evade tax.

Section 2.7. IDA Agent or Operator Exempt Purchase Certificate (the ST-123). The Company and its Authorized Agents (i.e. only those for whom forms ST-60 have been filed) shall utilize Form ST-123 "IDA Agent or Project Operator Exempt Purchase Certificate" to make purchases for the project exempt from state and local sales taxes as an agent of the SLCIDA. As an agent of the Agency, the Company agrees that it will, and will cause each Agent to, present to each seller or vendor a completed and signed Form ST-123 for each contract, agreement, invoice, bill or purchase order entered into by the Company or by any Agent, as agent for the Agency, for the Project Work. Form ST-123 requires that each seller or vendor accepting Form ST-123 identify the Facility on each bill or invoice for purchases and indicate on the bill or invoice that the Agency or Agent or Company, as project operator of the Agency, was the purchaser. For the purposes of indicating who the purchaser is, each bill or invoice should state, "I, [Company/Agent], certify that I am duly appointed agent of the St. Lawrence County Industrial Development Agency and that I am purchasing the tangible personal property or services for use in the Solitude Solar Russell County Rd 21 Microgrid, LLC 2023 Facility located at

1040 County Road 21, Town of Russell, St. Lawrence County, New York, IDA Project Number 4001-23-01". The Agency has provided an Invoice Rider form for your convenience to complete and attach to each bill and invoice. The Company shall retain copies of all such contracts, agreements, invoices, bills and purchase orders for a period of not less than six (6) years from the date thereof. For each Agent the Form ST-123 shall be completed as follows: (i) the "Project information" section of Form ST-123 should be completed using the name and address of the Facility as indicated on the Form ST-60 used to appoint the Agent; (ii) the date that the Agent was appointed as an agent should be completed using the date of the Agent's Sales Tax Agent Authorization Letter; and (iii) the "Exempt purchases" section of Form ST-123 should be completed by marking "X" in box "A" only. The Company and its Authorized Agents, by accepting this authority, understand and agree that misuse of the Form ST-123 may subject them to serious civil and criminal sanctions in addition to the payment of any tax and interest due. Contractors or subcontractors that are not agents of the SLCIDA shall utilize form ST-120.1, *Contractors Exempt Purchase Certificate*, when making project-related purchases that are exempt from sales tax under sections 111(a)(15) and 1115(a)(16) of the Tax Law.

Section 2.8 Agreement to File Annual Statements and Provide Information (including ST-340). On an annual basis beginning in the first year in which the financial assistance is conferred by the SLCIDA to the Company, through and until the end of the calendar year following the date of the termination of this Agreement, the Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility in compliance with Sections 874(8) and (9) of the New York State General Municipal Law (Form ST-340). Company shall deliver a copy of such annual statement to the SLCIDA at the time of filing with the Department of Taxation and Finance. Company further agrees to deliver and certify or cause to be delivered and certified whenever requested by the SLCIDA such information concerning Company, its finances, its operations, its employment and its affairs necessary to enable the SLCIDA to make any report required by law, governmental regulation or any of the SLCIDA documents. Such information shall be delivered within thirty (30) days following written request from the SLCIDA.

Section 2.9 Agreement to Convey Project Status. Should the project require modification, either by extending the project beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the Company must provide the circumstances to the SLCIDA in writing within twenty-one (21) days of the change.

Section 2.10 Books of Record and Account; Financial Statements and Documents Retention.

(a) The Company, at all times, agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of Company and any and all records relating to the sales and use tax exemptions claimed in connection with the Facility in compliance with this Agreement.

(b) The Company must retain for at least six (6) years from the date of expiration of its Contract copies of (i) this Agreement and (ii) all contracts, agreements, invoices, bill or purchases entered into or made by such Agent using Form ST-123 and to make all such records available to the SLCIDA upon reasonable notice. This provision shall survive the expiration or termination of this Agreement.

Section 2.11 Recovery Provisions. In compliance with General Municipal Law §875(3), the policies of the SLCIDA and the Resolution, the Company covenants and agrees that the SLCIDA shall recover, recapture, receive or otherwise obtain from the Company and to any other parties as the Company may designate, or other person or entity State Sales and Use Exemption benefits taken or purported to be taken by any such person to which the person is not entitled or which are in excess of the amounts

authorized or which are for property or services not authorized or taken in cases where such agent or project operator, or other person or entity failed to comply with a material term or condition to use property or services in the manner required by the Company through this Agreement. The Company shall cooperate with the SLCIDA in its efforts to recover, recapture, receive or otherwise obtain such State Sales and Use Exemption benefits, and the Company shall, after 30 days prior written notice, promptly pay over any such undisputed amounts to the SLCIDA that SLCIDA demands in connection herewith. Failure to pay over such undisputed amounts to the SLCIDA shall be grounds for the New York State Commissioner of Taxation and Finance to assess and determine State Sales and Use taxes due as a result of this violation, together with any relevant penalties and interest due on such amounts. This provision shall survive the expiration or termination of this Agreement.

Section 2.12 Identification of Equipment. If any equipment is to or may become the Property of the SLCIDA pursuant to the provisions of this Agreement then such equipment shall be properly identified by Company by such appropriate records, including computerized records. All Equipment and other Property of whatever nature affixed or attached to the Land or used or to be used by Company in connection with the Facility shall be deemed presumptively to be owned by the SLCIDA, rather than Company, unless the same were utilized for purposes of construction of the Facility or were installed by Company and title thereto was retained by Company in a manner provided subsequent to any Lease Agreement and such Equipment and other Property were properly identified by such appropriate records as were approved by the SLCIDA.

Section 2.13 Depreciation Deductions and Investment Tax Credit. The parties agree that, as between them, Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Facility and to any investment credit with respect to any part of the Facility.

Section 2.14 Aggregate Sales and Use Tax Exemption. Company agrees that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to **\$275,000.00**, and therefore, the value of New York State and local sales and use tax exemption authorized and approved by the SLCIDA, subject to the terms thereof, cannot under any circumstances exceed **\$22,000.00**. Benefits taken or purported to be taken by the Company or its Authorized Agents which are in excess of this amount shall be subject to the recovery provisions outlined in Section 2.11 herein.

Section 2.15 Expiration. The Agent Status created by this Agreement is limited to the Facility and will expire on **November 30, 2024**. Company may apply in writing to extend this agency authority by showing good cause. Benefits taken or purported to be taken by the Company or its Authorized Agents after this date shall be subject to the recovery provisions outlined in Section 2.11 herein.

Section 2.16 Disclosure. Pursuant to GML §875(7) this Agreement and related project documents shall be made available on the website of the SLCIDA and copies of same shall also be provided, without charge to any person who asks for it in writing or in person. Any information exempted from disclosure under Article 6 of the Public Officers Law will be deleted.

Section 2.17 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 2.18 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the SLCIDA:

St. Lawrence County
Industrial Development Agency
19 Commerce Lane, Suite 1
Canton, New York 13617
Attn: Patrick J. Kelly, Chief Executive Officer

With a copy to:

Underberg & Kessler LLP
300 Bausch & Lomb Place
Rochester, New York 14604
Attn: Edmund J. Russell, Esq.

To the Company:

Solitude Solar Russell County Rd 31 Microgrid, LLC
c/o Catalyze Holdings, LLC
333 Boston Post Road W, Suite 220
Marlborough, Massachusetts 01752
Attn: Betsy Mason, Assoc. General Counsel

With a copy to:

Brandon R. Cottrell, Esq.
c/o Hodgson Russ LLP
90 Linden Oaks, Suite 110
Rochester, New York 14625

[Signature/Acknowledgment Pages to Follow]

[Signature/Acknowledgment Page 1 of 2 to Agency Compliance Agreement]

IN WITNESS WHEREOF, the SLCIDA and Company have each caused this Agency Compliance Agreement to be executed in their respective names by affixing his signature thereto, or by duly authorized officers, all as of the date first above written.

**ST. LAWRENCE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

BY: 

NAME: Patrick J. Kelly

TITLE: Chief Executive Officer

[Signature/Acknowledgment Page 2 of 2 to Agency Compliance Agreement]

**SOLITUDE SOLAR RUSSELL COUNTY RD 21
MICROGRID, LLC**

By: Catalyze Holdings, LLC, its sole member

BY:

NAME: LamPhung Ngo-Burns
TITLE: CFO

PROJECT AGREEMENT

Project #4001-23-01

THIS PROJECT AGREEMENT (hereinafter, the “Agreement”), made as of December 18, 2023, by and between the **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation, with offices at 19 Commerce Lane, Suite 1, Canton, New York 13617 (the “Agency”), and **SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having offices at c/o Catalyze Holdings, L.L.C, 333 Boston Post Road W, Suite 220, Marlborough, MA 01752 (the “Company”).

WITNESSETH:

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1971 of the State of New York (the “State”), as amended, codified as Section 914 of the General Municipal Law of the State (“GML”), pursuant to Title 1 of Article 18-A of the GML, as amended (collectively, the “Act”); and

WHEREAS, the Company has submitted an application (the “Application”) to the Agency requesting the Agency’s assistance with respect to a certain project (the “Project”) consisting of: (A) the acquisition of a sub-leasehold interest in an approximately 11.25 acre parcel of land, being a portion of a 97.1 acre parcel of land, located at 1040 County Road 21, Town of Russell, St. Lawrence County, New York 13652 (the “Land”); (B) the construction on the Land of an approximately 11.25 acre 2.2 MWac ground-mounted photovoltaic solar energy system including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required improvements (the “Improvements”); and (C) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment” and, together with the Land and Improvements, the “Facility”), and (D) the sub sub-lease of the Agency’s interest in the Facility back to the Company pursuant to a Leaseback Agreement; and

WHEREAS, by Resolution No. IDA-23-07-25, adopted on July 25, 2023 (the “Resolution”), the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance (collectively, as applicable, based upon the Resolution, which may include a sales and use tax exemption benefit, a mortgage recording tax exemption, and a partial abatement from real property taxes benefit, are hereinafter collectively referred to as the “Financial Assistance”); and

WHEREAS, the Agency requires, as a condition of and as an inducement for it to enter into the transactions contemplated by the Resolution and as more particularly described in the project documents (collectively, as applicable, the Lease Agreement, the Leaseback Agreement, Payment in Lieu of Tax (“PILOT”) Agreement, the Agency Compliance Agreement and related documents (collectively, the “Project Documents”) that the Company provide assurances with respect to the terms and conditions herein set forth; and

WHEREAS, this Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement.

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 by the parties hereof as follows:

ARTICLE I – REPRESENTATIONS AND WARRANTIES

Section 1.1 Agency. The Agency does hereby restate and incorporate herein by reference its representations, warranties and covenants contained in the Project Documents as if the same were fully set forth herein.

Section 1.2 Company. The Company does hereby restate and incorporate herein by reference its representations, warranties and covenants contained in the Project Documents as if the same were fully set forth herein.

ARTICLE II – FINANCIAL ASSISTANCE COVENANTS

Section 2.1 Financial Assistance. The Resolutions approved by the Agency authorized the Financial Assistance to the Company and determined the employment retention and/or creation minimum job levels at the project based, in part, on the Company-certified information regarding employment and general operations of the Company that the Company provided in the Application. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

(1) Sales and Use Tax Exemptions:	\$22,000.00
(2) Mortgage Recording Tax Exemption:	N/A
(3) Real Property Tax Exemption:	To be Determined

Section 2.2 Purpose of Project. It is understood and agreed by the parties hereto that the purpose of the Agency's provision of Financial Assistance with respect to the Project is to, and that the Agency is entering into the Project Documents in order 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 St. Lawrence County and to otherwise accomplish the public purpose of the Act.

Section 2.3 Application. The Company represents and warrants that the information contained in the Application regarding there being no Full Time Equivalent jobs ("FTEs") being retained or created over the next three (3) years, as a result of the Financial Assistance authorized in the **PROJECT APPROVING RESOLUTION** and, as such, there are no salary and fringe benefit averages and/or ranges as there are no FTEs.

Section 2.4 Certification and Documentation. The Company shall provide to the Agency the following certified statements and documentations:

- (a) on an annual basis (i) enumerating there are no FTEs retained and created as a result of the Financial Assistance, and (ii) indicating that there are no salary and fringe benefit averages or ranges as there are no jobs retained and jobs created. Exhibit A contains the form of annual certification as so required as discussed above as well as additional Project assessment information that the Agency requires, on an annual basis no later than January 31 of each year, to be submitted to the Agency by the Company; and
- (b) on a quarterly basis, if required at any time by the State, a form NYS-45 as of the last payroll for each fiscal quarter, and, for all contract employees, a report containing the number of contract employees delivered at the same time as the form NYS-45.

Section 2.5 Recapture Agreement. The parties hereto understand and agree that Exhibit B to this Agreement contains a copy of the Recapture Agreement entered into, by and between the Company and the

Agency, which provides for the suspension or discontinuance of Financial Assistance, or for the modification of the PILOT Agreement, if any, to require increased payments, in accordance with policies developed by the Agency. Additionally, the Recapture Agreement provides for the return of all or part of the Financial Assistance provided for the Project, including all or part of the amount of any tax exemptions, which shall be redistributed to the appropriate affected tax jurisdiction, as provided for in policies developed by the Agency, unless agreed to otherwise by any local taxing jurisdiction or jurisdictions.

Section 2.6 PILOT Agreement. If applicable, the parties hereto understand and agree that Exhibit C to this Agreement contains a copy of the PILOT Agreement entered into by and between the Company and the Agency.

Section 2.7 Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "OET Entities"): (1) the New York State Department of Labor Community Services Division and (2) the St. Lawrence County One Stop Career Center, the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

Section 2.8 Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the OET Entities.

Section 2.9 Contingent Nature. Notwithstanding the provisions of this Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised public benefits, as outlined in the Application.

Section 2.10 Compliance. Under penalty of perjury, the Company certifies that it is in substantial compliance with all local, state, and federal tax, worker protection and environmental laws, rules and regulations.

ARTICLE III – MISCELLANEOUS

Section 3.1 Term. This Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Agreement shall continue to remain in effect until the termination or expiration of all Financial Assistance, as provided for in the Project Documents.

Section 3.2 Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Agreement to the Agency regardless of any investigation made by the Agency.

Section 3.3 Notices. All notices, certificates and other communications under this Agreement shall be in writing and shall be deemed given when delivered pursuant to the terms of the Project Documents.

Section 3.4 Amendments. No amendment, change, modification, alteration or termination of this Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 3.4 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Section 3.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State, without regard or reference to its conflict of laws principles.

Section 3.6 Section Headings. The headings of the several Sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Agreement.

[Signature Page to Follow]

[Signature Page to Project Agreement]

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

**ST. LAWRENCE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Patrick J. Kelly
Title: Chief Executive Officer

**SOLITUDE SOLAR RUSSELL COUNTY RD 21
MICROGRID, LLC**

By: Catalyze Holdings, LLC, its sole member

By: _____

Name:
Title:

[Signature Page to Project Agreement]

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

**ST. LAWRENCE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Patrick J. Kelly
Title: Chief Executive Officer

**SOLITUDE SOLAR RUSSELL COUNTY RD 21
MICROGRID, LLC**

By: Catalyze Holdings, LLC, its sole member

By:  _____
Name: LamFhung Ngo-Burns
Title: CFO

EXHIBIT A

FORM OF: ANNUAL EMPLOYMENT AND SALARY AND FRINGE BENEFITS AND RELATED
PROJECT INFORMATION CERTIFICATION LETTER

January __, 2024

Re: New Project Verification

Dear:

The St. Lawrence County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in St. Lawrence County.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by January 15, 2024. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. Please scan and email to [REDACTED]

Very truly yours,

Patrick Kelly
Chief Executive Officer
St. Lawrence County
Industrial Development Agency

ANNUAL CERTIFIED STATEMENT AND REPORT

Insert Company Name
PROJECT NAME:
Name & Brief Description of project
COMPANY CONTACT INFORMATION:
Name
Phone
Email
<i>Please correct any of the above-listed information.</i>

Financing Information

Has the St. Lawrence County Industrial Development Agency provided project financing assistance through issuance of a bond or note?

Sales Tax Abatement Information

Has the St. Lawrence County Industrial Development Agency provided project financing assistance through the conveyance of a Sales and Use Tax Exemption on your project during 20__?	Yes	No	N/A
If yes, please provide the amount of sales tax savings received on your project during 20__.	\$		

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Abatement Information

Has the St. Lawrence County Industrial Development Agency provided project financing assistance through the conveyance of a Mortgage Recording Tax Abatement on your project during 20__?	Yes	No	N/A
If yes, please provide the amount of mortgage recording tax savings received on your project during 20__.	\$		

(Mortgage Recording Tax Abatement Information should only be reported in the year that the mortgage was placed upon the project.)

Jobs Information

Please complete the following chart for the permanent jobs created by the Project. Enter data as follows:

For purposes of this application, we are providing the following guidelines to help you calculate employment levels:

- Full Time: Any permanent employee who works 30 or more hours each week and does so on a regularly-scheduled basis.
- Part Time Temporary/Seasonal: Any employee who works fewer than 30 hours each week, and does so on an occasional, temporary or as-needed basis.

A: Insert the number of full time jobs that currently exist within your company at the time of application.

B: Insert the number of part time jobs that currently exist within your company at the time of application.

Jobs	(A)	(B)
	Current Jobs	Current Jobs
Full Time		Part Time
Management		Management
Professional		Professional
Administrative		Administrative
Production		Production
Independent Contractor		Independent Contractor
Other:		Other:
Total		Total

A copy of Form NYS-45 for the project location is required to be submitted with this report. If the Form NYS-45 is not available for the specific project location or the form does not accurately reflect the full-time equivalent jobs created, then an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Salary and Fringe Benefits

Are the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts:		
---	--	--

Number of FTE construction jobs during reporting year: _____

Officer's Certification

I certify that to the best of my knowledge and belief all of the information with this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Project Agreement, including but not limited to avoidance of the agreement and potential claw back of benefits.

Signed: _____

(Authorized Company Representative)

Date: _____

EXHIBIT B

Recapture Agreement

RECAPTURE AGREEMENT

Project # 4001-23-01

THIS RECAPTURE AGREEMENT, made and entered into as of December 18, 2023, (this "Recapture Agreement"), is from **SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having offices at c/o Catalyze Holdings, LLC, 333 Boston Post Road W, Suite 220, Marlborough, Massachusetts 01752 (the "Company"), to **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation having its principal office at 19 Commerce Lane, Suite 1, Canton, New York 13617 (the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 358 of the Laws of 1971 of the State of New York (the "State"), as amended, codified as Section 914 of the General Municipal Law of the State ("GML"), pursuant to Title 1 of Article 18-A of the GML, as amended (collectively, the "Act"); and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") as described in the Project Documents (as hereinafter defined); and

WHEREAS, by Resolution No. IDA-23-07-25, adopted on July 25, 2023 (the "Resolution"), the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance, which may include a sales and use tax exemption benefit, mortgage recording tax benefit, and partial abatement from real property taxes benefit, (collectively, as applicable, hereinafter referred to as the "Financial Assistance"); and

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into the transactions contemplated by the Resolution and as more particularly described in the project documents (collectively, as applicable, the Lease Agreement, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and related documents (collectively, the "Project Documents"), that the Company provide assurances with respect to the recapture of certain benefits granted under the Project Documents on the terms herein set forth.

ARTICLE I—RECAPTURE EVENTS

Section 1.1 Recapture Events. The term "Recapture Event" shall mean any of the following events:

(a) A default by the Company under the Project Documents (other than as described in Section 1.2) which remains uncured beyond any applicable notice and/or grace period, if any, provided thereunder; or

(b) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date through the act or omission of the Company; or

(c) The sale of the Facility (excluding any sale provided for in Project Documents) or closure of the Facility and/or departure of the Company from St. Lawrence County, except as due to casualty, condemnation or force majeure as provided below; or

(d) To the extent jobs are required as part of the Resolution, failure of the Company to create or cause to be maintained the number of full time equivalent (“FTE”) jobs at the Facility as provided for in the Resolution (other than as described in Section 1.2 below); or

(e) Any significant deviations from the information and data provided to the Agency in the Application which would constitute a significant diminution of the Company’s activities in, or commitment to, St. Lawrence County, New York; or

(f) The Company receives Sales Tax Savings in connection with the acquisition, construction and equipping of the Facility in excess of the Maximum Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to the Sales Tax Savings in excess of the Maximum Sales Tax Savings Amount only. It is further provided that failure to repay the Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits.

Section 1.2 Events Not Constituting Recapture Events. The following events shall not be deemed Recapture Events hereunder:

(a) a “force majeure” event (as more particularly defined in the Project Documents);

(b) a taking or condemnation by governmental authority of all or part of the Facility; or

(c) the inability or failure of the Company after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a “Loss Event”) to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Company or any of its affiliates so long as the Company or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof;

(d) at the sole discretion of the Agency, the failure of the Company to maintain the number of FTE jobs as provided for in the Resolution, which failure is the result of:

(i) loss of major sales, revenues, distribution or other adverse business developments resulting from local, national or international economic conditions, trade issues or industry wide conditions, or such similar events, excluding events relating to management of the Company or the subtenants of the Company; or

(ii) subleasing of the Facility, wherein the Company may not actually provide the FTEs at the Facility, but rather shall sublease the Facility to various tenants, and that the Company’s obligation with regard to creating or causing to be maintained FTEs includes (a) using all reasonable efforts to lease up the Facility, and (b) including provisions in all subleases requiring any tenants to comply with the provisions of the Project Documents applicable to them; or

(iii) expiration or termination of a sublease agreement and the Company is able to find a new tenant for the Facility (a “Replacement Tenant”) that provides the FTE jobs at the Facility before the expiration of the next full Tax Year after the termination of the Sublease Agreement;

provided, however, any Replacement Tenant shall be required to comply with the terms of the Project Documents.

Section 1.3 Limited Recapture Event with Limited Recapture. If a Recapture Event has occurred due solely to the failure of the Company to create or cause to be maintained the number of FTEs at the Facility as provided in the Resolution in any Tax Year but the Company has created or caused to be maintained at least 90% of FTEs for such Tax Year. In such event, in lieu of recovering the Recaptured Benefits provided herein, the Agency may, in its sole discretion, adjust the payments due under the PILOT Agreement, if any, on a pro rata basis so that the amount payable under the PILOT Agreement, if any, will be adjusted upward retroactively for such Tax Year by the same percentage as the percentage of FTEs that are below the required FTE level for such Tax Year. Such adjustments to the payments due under the PILOT Agreement may be made each Tax Year until such time as the Company has complied with the required number of FTEs pursuant to the Resolution.

Section 1.4 Notice Periods. The Company covenants and agrees to furnish the Agency with written notification (i) within sixty (60) days of the end of each Tax Year of the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

ARTICLE II –RECAPTURE OF AGENCY BENEFITS

Section 2.1 Recaptured Benefits. The term “Recaptured Benefits” shall mean all direct monetary benefits, tax exemptions and abatements derived solely from:

- (a) Sales Tax Exemption savings realized by or for the benefit of the Company, including savings realized by any Agent pursuant to the Project Documents issued in connection with the Facility (the “Sales Tax Savings”); and
- (b) real property tax abatements granted under the Project Documents (the “Real Property Tax Abatements”).

Section 2.2 Receipt of Recaptured Benefits. Upon the occurrence of a Recapture Event hereunder and the declaration of a Recapture Event by notice from the Agency to the Company, then the Recaptured Benefits shall be payable directly to the Agency or the State of New York if so directed by the Agency; provided, however that, for purposes of clarity, the amount of the Recaptured Benefits payable upon a Recapture Event shall be as set forth in Section 2.3 below. Upon the receipt by the Agency of any amount of Recaptured Benefits due to a Recapture Event, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Financial Assistance.

Section 2.3 Calculation of Recaptured Benefits. It is understood and agreed by the parties hereto that the Agency is entering into the Project Documents in order to provide Financial Assistance to the Company for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees as follows:

<u>Occurrence of Recapture Event</u>	<u>Percentage of the Recaptured Benefits</u>
--------------------------------------	--

Year 1 to Year 2	100%
Year 3 to Year 5	75%
Year 6 to Year 7	50%
Year 8 to Year 10	25%
Year 11 and thereafter	0%

Section 2.4 Late Payments. In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

Section 2.5 Expenses. The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Recapture Agreement, from amounts received by the Agency pursuant to this Recapture Agreement.

ARTICLE III – MISCELLANEOUS

Section 3.1 Obligations Unconditional. The obligations and liabilities of the Company under this Recapture Agreement shall be absolute and unconditional obligations and liabilities of the Company and shall remain in full force and effect until the Project Documents have expired or been terminated, except the obligations under Article II hereof shall survive the conveyance of the Facility to the Company and the termination of the Project Documents. Additionally, such obligations shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event, whether or not with notice to or the consent of the Company.

Section 3.2 Condition to Reconveyance of Facility. The parties hereto agree that the Agency shall have no obligation to surrender its leasehold interest in the Facility to the Company pursuant to the Project Documents until all payments to the Agency and St. Lawrence County under the Project Documents and hereunder have been paid in full. If such payments are not paid in full by the Company within sixty (60) days of the date when due and owing, then the Agency shall offer its interest in the Facility for sale pursuant to the Agency's Real Property Disposition Policy adopted pursuant to the Public Authorities Accountability Act, as amended.

Section 3.3 Reserved.

Section 3.4 Terms Defined. All of the capitalized terms used in this Recapture Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Project Documents.

Section 3.5 Directly or Indirectly. Where any provision in this Recapture Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Section 3.6 Survival. All warranties, representations, and covenants made by the Company herein shall be deemed to have been relied upon by the Agency and shall survive the delivery of this Recapture Agreement to the Agency regardless of any investigation made by the Agency.

Section 3.7 Binding Effect. This Recapture Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

Section 3.8 Notices. All notices, certificates and other communications under this Agreement shall be in writing and shall be deemed given when delivered pursuant to terms of the Project Documents.

Section 3.9 Entire Understanding; Counterparts. This Recapture Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.10 Amendments. No amendment, change, modification, alteration or termination of this Recapture Agreement shall be made except in writing upon the written consent of the Company and the Agency.

Section 3.11 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Recapture Agreement or the application thereof shall not affect the validity or enforceability of the remaining portions of this Recapture Agreement or any part thereof.

Section 3.12 Governing Law. This Recapture Agreement shall be governed by, and construed in accordance with, the laws of the State, without regard or reference to its conflict of laws principles.

Section 3.13 Section Headings. The headings of the several Sections in this Recapture Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Recapture Agreement.

Section 3.14 Waiver of Trial by Jury. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of the Recapture Agreement or any matters whatsoever arising out of or in any way connected with the Recapture Agreement.

[Signature Page to Follow]

[Signature Page 1 of 2 to Recapture Agreement]

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

**ST. LAWRENCE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: Patrick J. Kelly
Title: Chief Executive Officer

[Signature Page 2 of 2 to Recapture Agreement]

**SOLITUDE SOLAR RUSSELL COUNTY RD 21
MICROGRID, LLC**

By: Catalyze Holdings, LLC, its sole Member



B

Name: ~~Kam Nhung Ngo-Burns~~
Title: CFO

EXHIBIT C

PILOT Agreement

Project: 4001-23-01

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC
PROJECT NUMBER 4001-23-01
TAX ID# 147.00-2-18.111/1

Dated as of December 18, 2023

Affected Tax Jurisdictions:
St. Lawrence County
Town of Russell
Hermon-DeKalb Central School District

Project: 4001-23-01

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement"), dated as of December 18, 2023, by and between **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 19 Commerce Lane, Suite 1, Canton, New York 13617 (the "SLCIDA") and **SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having offices at c/o Catalyze Holdings, LLC, 333 Boston Post Road W, Suite 220, Marlborough, MA 01752 (the "Company").

WITNESSETH:

WHEREAS, the SLCIDA was created by Chapter 358 of the Laws of 1971 of the State of New York (the "State"), as amended, codified as Section 914 of the General Municipal Law of the State ("GML"), pursuant to Title 1 of Article 18-A of the GML, as amended (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State; and

WHEREAS, the Company has submitted an application (the "Application") to the SLCIDA requesting the SLCIDA's assistance with respect to a certain project (the "Project") consisting of (A) the acquisition of a sub-leasehold interest in an approximately 11.25 acre parcel of land, being a portion of a 97.1 acre parcel of land, located at 1040 County Rd. 21, Town of Russell, St. Lawrence County, New York 13652 (the "Land"); (B) the construction on the Land of an approximately 11.25 acre 2.2 MWac ground-mounted photovoltaic solar energy system including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required improvements (the "Improvements"); and (C) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Equipment" and, together with the Land and Improvements, the "Facility"), and (D) the sub sub-lease of the Agency's interest in the Facility back to the Company pursuant to a Leaseback Agreement; and

WHEREAS, in order to induce the Company to acquire, install, construct and equip the Facility, the SLCIDA is willing to take a subleasehold interest in the land, improvements and personal property constituting the Facility pursuant to a Lease Agreement, dated the date hereof (the "Lease Agreement"), and sub sublease said land, improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated the date hereof (the "Leaseback Agreement"), all such Facility as more fully described in Exhibit A and Exhibit B attached hereto; and

WHEREAS, pursuant to Section 874(1) of the Act, the SLCIDA is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the SLCIDA and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the SLCIDA for the benefit of the County of St. Lawrence (the "County"), the Town of Russell (the "Town"), and

the Hermon-DeKalb Central School District (hereinafter the “School District” or “School” and, collectively with the County, the Town, the “Affected Tax Jurisdictions”).

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:

Section I - Payment in lieu of Ad Valorem Taxes:

1.1 (A.) Subject to the completion and filing by the taxable status date (March 1, 2024) (the “Taxable Status Date”) of New York State Form RP-412-a Application For Real Property Tax Exemption (the “Exemption Application”) under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes commencing with the 2024 Final Roll which will be effective for the tax year 2025. For purposes of the foregoing “Real Estate Taxes” means all general levy real estate taxes levied against the Facility by the Affected Tax Jurisdictions. The Company shall provide the SLCIDA with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the SLCIDA, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the Facility continues to qualify as a “project” under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the SLCIDA, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the SLCIDA and releases the SLCIDA from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the SLCIDA to file the Exemption Application with the appropriate assessors by the Taxable Status Date.

(B.) Payee. As long as the Facility is leased by the SLCIDA and leased by the Company from the SLCIDA, or under the SLCIDA's jurisdiction, control or supervision, the Company agrees to pay, no later than January 31 of each year, to the SLCIDA as a payment in lieu of taxes as each becomes due for the applicable Affected Taxing Jurisdictions' taxes (collectively, the “Payment Dates”), commencing on January 31, 2025, and continuing through January 31, 2044. The SLCIDA shall send a bill to the Company each year in an amount equal to the Total PILOT Payment, which is outlined in Schedule A attached hereto. Failure of the SLCIDA to bill the Total PILOT Payment, or any other payment, shall not, under any circumstances, alleviate the Company's requirement to make such payment under this Agreement when due.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The SLCIDA shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate

said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the SLCIDA's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the SLCIDA shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town, and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the PILOT payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the SLCIDA of such future addition ("Future Addition"). The notice to the SLCIDA shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the SLCIDA may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total PILOT Payment. The SLCIDA shall notify the Company of any proposed increase in the Total PILOT Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the SLCIDA, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the SLCIDA, the Company shall pay the increased PILOT payment until a different Total PILOT Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the SLCIDA's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to commence with the 2024 Final Roll as detailed in Schedule A attached hereto. This PILOT Agreement shall expire at the end of business on January 31, 2044. This PILOT Agreement shall also expire on the termination of either the Lease and/or the Leaseback Agreement for the Facility between the parties. 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. The Company agrees that it will not seek any tax exemption for the Facility while this Agreement is in effect which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b, 485-e and 487 of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to any fire district charges or “curb charges”), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the SLCIDA to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I herein, or this Agreement terminates and the Facility is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall 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 tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute “Events of Default” hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the “Delinquency Date”); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after the expiration of any applicable cure periods; or (iv) the failure to comply with any terms or

conditions in this Agreement, including, but not limited to, Section 8.5. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the SLCIDA and/or the Affected Tax Jurisdictions may have at law or in equity, the SLCIDA and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the SLCIDA with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The SLCIDA and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the SLCIDA of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII - Assignment.

7.1 No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the SLCIDA, which shall not be unreasonably withheld or delayed.

Section VIII - Miscellaneous.

8.1 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.

8.2 All notices, 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, as follows:

To the SLCIDA:

St. Lawrence County Industrial Development Agency
19 Commerce Lane, Suite 1
Canton, New York 13617
Attention: Chief Executive Officer

Project: 4001-23-01

To SLCIDA Counsel: Underberg & Kessler LLP
300 Bausch & Lomb Place
Rochester, New York 14604
Attention: Edmund J. Russell III, Esq.

To the COMPANY: Solitude Solar Russell County Rd 21 Microgrid, LLC
c/o Catalyze Holdings, LLC
333 Boston Post Road W, Suite 220
Marlborough, Massachusetts 01752
Attn: Betsy Mason, Associate General Counsel

To COMPANY Counsel: Brandon R. Cottrell, Esq.
Hodgson Russ LLP
90 Linden Oaks, Suite 110
Rochester, New York 14625

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.

8.3 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 St. Lawrence County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the SLCIDA hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the SLCIDA by the Company. Neither member of the SLCIDA nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the SLCIDA, or of any successor or political subdivision, either directly or through the SLCIDA or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

8.5 The Company agrees to comply with the terms and conditions of that certain New York Community Solar Facility Decommissioning Plan for Solar Facility dated August 18, 2022 and attached hereto as Schedule B.

Project: 4001-23-01

[Signature Page 1 of 2 to PILOT Agreement]

IN WITNESS WHEREOF, the SLCIDA and the Company have caused this Agreement to be executed in their respective names, all as of the date first above written.

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: _____

Patrick J. Kelly
Chief Executive Officer

STATE OF NEW YORK)
)SS.:
COUNTY OF ST. LAWRENCE)

On November 14th, 2023, before me, personally appeared PATRICK J. KELLY, 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

Lori A. Sibley
Notary Public, State of New York
No. _____
Qualified in St. Lawrence County
Commission Expires September 30, 2025

Project: 4001-23-01

SCHEDULE A

Table for In-Lieu-of-Taxes Payment:
St. Lawrence County, Town of Russell, and
Hermon-DeKalb Central School District

The St. Lawrence County Industrial Development Agency will bill the amounts listed on the table below to the respective taxing authority based upon the pro rata share for the current tax year.

Taxable Status Date: March 1, 2024

Tax Year Beginning: School District 2024/2025
Town and County 2025

\$5,000 per MW for the first year, resulting in \$11,000.00 to the School District, Town and County, on a pro rata basis. The amount would increase by 2% each year for 20.

PILOT term would be 20 years

YEAR	SCHOOL	TOWN/COUNTY	PAYMENT
1	2024/2025	2025	\$11,000.00
2	2025/2026	2026	\$11,220.00
3	2026/2027	2027	\$11,444.40
4	2027/2028	2028	\$11,673.29
5	2028/2029	2029	\$11,906.75
6	2029/2030	2030	\$12,144.89
7	2030/2031	2031	\$12,387.79
8	2031/2032	2032	\$12,635.54
9	2032/2033	2033	\$12,888.25
10	2033/2034	2034	\$13,146.02
11	2034/2035	2035	\$13,408.94
12	2035/2036	2036	\$13,677.12
13	2036/2037	2037	\$13,950.66
14	2037/2038	2038	\$14,229.67
15	2038/2039	2039	\$14,514.27
16	2039/2040	2040	\$14,804.55
17	2040/2041	2041	\$15,100.64
18	2041/2042	2042	\$15,402.66
19	2042/2043	2043	\$15,710.71
20	2043/2044	2044	\$16,024.92

Project: 4001-23-01

SCHEDULE B

Decommissioning Plan

New York Community Solar Facility Decommissioning Plan for Solar Facility

August 18, 2022

Prepared For:
Hermon Community Solar Project
2.20MWac/2.44MWdc Solar Project
1040 County Road 21
Hermon, NY 13652

Table of Contents

Page

Table of Contents.....	1
1. Introduction.....	2
2. The Proponent.....	2
3. Decommissioning of the Solar Facility.....	3
3.1 Equipment Dismantling and Removal.....	3
3.2 Environmental Effects.....	4
3.3 Site Restoration.....	4
3.4 Managing Materials and Waste.....	4
3.5 Decommissioning Notification.....	6
3.6 Approvals.....	6

Decommissioning Plan for Solar Facility

1. Introduction

Project Company proposes to build a photovoltaic (PV) solar facility (“**Solar Facility**”) under New York State’s Community Solar initiative. The Solar Facility is planned to have a cumulative nameplate capacity of 2.20MWac/2.44MWdc and be built on approximately 11 acres of a private land parcel located at 1040 County Road 21, Hermon, NY, St. Lawrence County with Tax Map No. 147.001-2-18.111 (the “**Facility Site**”).

The contemplated Solar Facility will have an expected operating life of at least 25 years limited only by the land lease under which it operates. While economically unlikely for reasons outside the scope of this document, were the Solar Facility to cease operations, we are prepared to offer the following Decommissioning Plan (this “**Plan**”). This Plan provides an overview of activities that will occur during the decommissioning phase of the Solar Facility.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility components, including:

- Photovoltaic (PV) modules, panel racking and supports;
- Inverter units, substation, transformers, and other electrical equipment;
- Access roads, wiring cables, perimeter fence; and,
- Concrete foundations.

In the event the Landowner (as defined below) wishes any of the components of the Solar Facility (such as access roads, fencing, etc.) to remain on the Facility Site, Project Company will not be obligated to remove such components. This decommissioning plan is based on current best management practices and procedures. Activities carried out in connection with this Plan should be in conformance with any applicable new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

2. The Proponent

The Project Company will (i) manage and coordinate the approvals process in connection with the construction of the Solar Facility, and (ii) obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. The Project Company should strive to build a long-term relationship with the community hosting a Solar Facility and will be committed to the safety, health, and welfare of the townships.

Contact information for the proponent is as follows:

Project Company: Solitude Solar Russell County Rd 21 Microgrid, LLC

Contact: Matt Effler

Address: 33 Boston Post Rd. W, Suite 220, Marlborough, MA 01752

Email: [REDACTED]

Project Information:

Address: 1040 County Road 21, Hermon, NY 13652

Coordinates: Latitude 44.4276; Longitude -75.2119

Project Size: 2.20MWac/2.44MWdc

Landowner: Margaret Reed

Own/Lease: Lease

3. Decommissioning of the Solar Facility

Within 12 months following the permanent cessation of operations or Abandonment of the Solar Facility (the "**Decommissioning Phase**"), Project Company or its successors and/or assigns shall remove the installed components of each such Solar Facility and use commercially reasonable measures to restore the applicable portion of the Facility Site to a state as close as reasonably possible to its pre-construction condition, normal wear and tear excepted (the "**Decommissioning Activities**"). All Decommissioning Activities will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired.

3.1 Equipment Dismantling and Removal

Generally, the decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed at an approved solar module recycler or reused / resold on the market.
3. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility.

5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
6. Concrete foundations shall be removed and disposed off-site by an approved facility.
7. Fencing shall be removed and will be disposed off-site by an approved facility.

3.2 Environmental Effects

Decommissioning Activities, particularly the removal of project components could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented as required by applicable law or regulation. These mitigation measures will remain in place until the applicable portion of the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Facility Site as required by law or permit. Any surface restoration may require permit coverage for soil disturbance in effect at the time of decommissioning, whether it be of Town or State level.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the Decommissioning Phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in trips to the project location. Work will be undertaken during daylight hours and conform to any applicable restrictions.

3.3 Site Restoration

During the Decommissioning Phase of each Solar Facility, Project Company or its successors and/or assigns shall restore the applicable portion of the Facility Site to a state as close as reasonably possible to its pre-construction condition, normal wear and tear excepted.

All project components (discussed in **Table 1**) will be removed. Rehabilitated lands may be seeded with a noninvasive and native species to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

3.4 Managing Materials and Waste

During the Decommissioning Phase of the Solar Facility a variety of excess materials and wastes (listed in **Table 1**) will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate facility. The Project Company will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, qualified local

subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

The Project Company will be responsible for the logistics of collecting and recycling the PV modules and will make commercially reasonable efforts to minimize the potential for modules to be discarded in the municipal waste stream. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. Due to a recent increase in the use of solar energy technology, a large number of panels from a variety of projects will be nearing the end of their lifespan in 15 - 25 years. It is anticipated there will be more recycling options available for solar modules at that time. The Project Company shall determine the method of disposing of the components of the Solar Facility using industry standards at the time of decommissioning. Project Company may sell all such materials for reuse, salvage or scrap in addition to other available disposal options.

Project Company will have no responsibility for any of the components, equipment or materials described herein that are owned by the utility, as opposed to Project Company. All such property of the utility will be the responsibility of the utility.

Table 1: Management of Excess Materials and Waste

Material / Waste	Means of Managing Excess Materials and Waste
PV panels	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal and semiconductor materials will be separated and recycled, or otherwise to an appropriate disposal facility.
Metal array mounting racks and steel supports	These materials will be disposed off-site at an appropriate disposal facility.
Transformers and substation components	The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an appropriate facility for disposal. The substation transformer and step-up transformers in the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, fixtures	The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.

Gravel (or other granular)	It is possible that the Town may accept uncontaminated material without processing for use on local roads, however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the aggregate can be processed for salvage. It will then be reused as fill for construction. It is not expected that any such material will be contaminated.
Geotextile fabric	It is assumed that during excavation of the aggregate, a large portion of the geotextile will be "picked up" and sorted out of the aggregate at the aggregate reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an appropriate disposal facility.
Concrete inverter / Transformer Foundations	Concrete foundations will be broken down and transported by certified and licensed contractor to a recycling or appropriate disposal facility.
Cables and wiring	The electrical line that connects the substation to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse or otherwise disposed of at an appropriate disposal facility. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility or otherwise disposed of at an appropriate disposal facility.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

3.5 Decommissioning Notification

Decommissioning activities may require the notification of the Landowner and the Town. Prior to decommissioning, the Project Company will notify the Town and the Landowner of anticipated decommissioning activities. Federal, county, and local authorities will be notified as required by permit or otherwise by law to discuss the potential approvals required to engage in decommissioning activities.

3.6 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow standards of the day. The Project Company, or Landowner if it becomes the owner of the Solar Facility, will ensure that any required permits are obtained prior to decommissioning. All Decommissioning Activities shall be conducted in accordance with all applicable laws at the time of such activities.

Project: 4001-23-01

EXHIBIT A

Legal Description - Leased Parcel

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Russell, County of St. Lawrence, and State of New York, and more particularly bounded and described as follows:

Commencing at a capped iron rod at the intersection of the division line between the lands now or formerly of Jeremiah P. Warren as described in Instrument #1999-15938 on the north and the lands now or formerly of Margaret J. Reed as described in Instrument #2012-446 on the south with the easterly highway boundary of Hermon-Edwards Road County Route 21 also known as County Road Project Number 15 and formerly known as Elm Creek Road;

Thence South 21 deg. 31 min. 55 sec. East, along said easterly highway boundary, 52.72 feet to the POINT OF BEGINNING of the hereinafter described parcel;

Thence through the said lands of Reed the following eight (8) courses and distances:

- 1) North 69 deg. 33 min. 40 sec. East, 621.92 feet to a point; thence
- 2) North 87 deg. 39 min. 05 sec. East, 136.02 feet to a point; thence
- 3) South 22 deg. 50 min. 34 sec. East, 241.79 feet to a point; thence
- 4) South 24 deg. 48 min. 20 sec. East, 277.22 feet to a point; thence
- 5) South 00 deg. 00 min. 04 sec. East, 126.18 feet to a point; thence
- 6) South 70 deg. 01 min. 19 sec. West, 169.24 feet to a point; thence
- 7) South 73 deg. 27 min. 57 sec. West, 345.47 feet to a point; and
- 8) South 73 deg. 01 min. 43 sec. West, 211.21 feet to its intersection with the easterly highway line of said Hermon-Edwards Road County Route 21;

Thence along said easterly highway line the following two (2) courses and distances:

- 1) North 22 deg. 07 min. 57 sec. West, 137.30 feet to a point; and
- 2) North 21 deg. 31 min. 55 sec. West, 503.66 feet to the point or place of beginning.

Containing 11.46 acres of land more or less.

The bearings in the hereinabove described parcel are based on the East Zone of the New York Plane Coordinate System, NAD 83.

Project: 4001-23-01

EXHIBIT B

Site Plan highlighting Leased Parcel



ST LAWRENCE COUNTY – STATE OF NEW YORK
 SANDRA W. SANTAMOOR, COUNTY CLERK
 48 COURT STREET, CANTON, NEW YORK 13617

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2023-00016265

Receipt#: 2023714266
 Clerk: CG
 Rec Date: 12/27/2023 02:07:19 PM
 Doc Grp: RP
 Descrip: LEASE
 Num Pgs: 5

Party1: SOLITUDE SOLAR RUSSELL COUNTY RD
 21 MICROGRID LLC
 Party2: ST LAWRENCE CO INDUSTRIAL DEV
 AGENCY
 Town: RUSSELL

Recording:

Pages	25.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP 584	5.00

Sub Total: 70.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 70.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2041
 Standard Transfer Tax

Total: 0.00

Record and Return To:

UNDERBERG & KESSLER LLP
 ATTN: DEBRA MANTELLI PARALEGAL
 300 BAUSCH & LOMB PLACE
 ROCHESTER NY 14604

Sandra W. Santamoor

Sandra W. Santamoor
 St Lawrence County Clerk

WARNING***
 ** Information may change during the verification
 process and may not be reflected on this page.

AFTER RECORDING RETURN TO:
Underberg & Kessler LLP
300 Bausch & Lomb Place
Rochester, NY 14604
(EJR)

Receipt: 2023714266
R-2023-00016265
12/27/2023 02:07:19 PM
5 Pages
LEASE
Sandra W Santamoor, St Law Co Clerk

MEMORANDUM OF LEASE
Project: 4001-23-01
(COMPANY to SLCIDA)

The undersigned, **SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having offices at c/o Catalyze Holdings, LLC, 333 Boston Post Road W, Suite 220, Marlborough, Massachusetts 01752 (the "Company") and **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and validly existing under the laws of the State of New York, with offices at 19 Commerce Lane, Suite 1, Canton, New York 13617, as lessee (the "SLCIDA") entered into a Lease Agreement as of December 18, 2023 (the "Lease Agreement").

The Lease Agreement covers certain real property and improvements as more particularly described on Schedule A attached hereto and made a part hereof.

The Lease Agreement provides for the rental of the premises by the SLCIDA for a term commencing December 18, 2023 and terminating on January 31, 2044 ("Lease Term").

The Lease Agreement is available for inspection during normal business hours at the offices of the SLCIDA indicated above.

Property Address: 1040 County Rd. 21, Town of Russell,
St. Lawrence County, State of New York 13652

Tax Map Number: 147.001-2-18.111/1

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the SLCIDA have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

**SOLITUDE SOLAR RUSSELL COUNTY RD
21 MICROGRID, LLC**

By: Catalyze Holdings, LLC, its sole Member

BY: 

Name: LamPhung Ngo-Burns

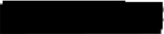
Title: CFO

STATE OF New York)
)SS.:
COUNTY OF Westchester)

On October 23, 2023, before me, personally appeared LamPhung Ngo-Burns, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
Commission Expires:

JULIE MCKEON
NOTARY PUBLIC-STATE OF NEW YORK
No. 
Qualified in Westchester County
My Commission Expires May 23, 2025

IN WITNESS WHEREOF, the Company and the SLCIDA have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

**ST. LAWRENCE COUNTY
INDUSTRIAL DEVELOPMENT
AGENCY**

BY: _____

Patrick J. Kelly
Chief Executive Officer

STATE OF NEW YORK)
)SS.:
COUNTY OF ST. LAWRENCE)

On November 14th, 2023, before me, personally appeared **PATRICK J. KELLY**, 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

Lori A. Sibley
Notary Public, State of New York
Qualified in St. Lawrence County
Commission Expires September 30, 2025

SCHEDULE A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Russell, County of St. Lawrence, and State of New York, and more particularly bounded and described as follows: Commencing at a capped iron rod at the intersection of the division line between the lands now or formerly of Jeremiah P. Warren as described in Instrument #1999-15938 on the north and the lands now or formerly of Margaret J. Reed as described in Instrument #2012-446 on the south with the easterly highway boundary of Hermon-Edwards Road County Route 21 also known as County Road Project Number 15 and formerly known as Elm Creek Road;

Thence South 21 deg. 31 min. 55 sec. East, along said easterly highway boundary, 52.72 feet to the POINT OF BEGINNING of the hereinafter described parcel;

Thence through the said lands of Reed the following eight (8) courses and distances:

- 1) North 69 deg. 33 min. 40 sec. East, 621.92 feet to a point; thence
- 2) North 87 deg. 39 min. 05 sec. East, 136.02 feet to a point; thence
- 3) South 22 deg. 50 min. 34 sec. East, 241.79 feet to a point; thence
- 4) South 24 deg. 48 min. 20 sec. East, 277.22 feet to a point; thence
- 5) South 00 deg. 00 min. 04 sec. East, 126.18 feet to a point; thence
- 6) South 70 deg. 01 min. 19 sec. West, 169.24 feet to a point; thence
- 7) South 73 deg. 27 min. 57 sec. West, 345.47 feet to a point; and
- 8) South 73 deg. 01 min. 43 sec. West, 211.21 feet to its intersection with the easterly highway line of said Hermon-Edwards Road County Route 21;

Thence along said easterly highway line the following two (2) courses and distances:

- 1) North 22 deg. 07 min. 57 sec. West, 137.30 feet to a point; and
- 2) North 21 deg. 31 min. 55 sec. West, 503.66 feet to the point or place of beginning.

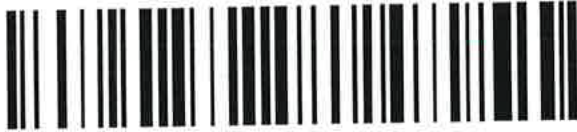
Containing 11.46 acres of land more or less.

The bearings in the hereinabove described parcel are based on the East Zone of the New York Plane Coordinate System, NAD 83.



ST LAWRENCE COUNTY – STATE OF NEW YORK
 SANDRA W. SANTAMOOR, COUNTY CLERK
 48 COURT STREET, CANTON, NEW YORK 13617

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R-2023-00016266

Receipt#: 2023714266
 Clerk: CG
 Rec Date: 12/27/2023 02:07:19 PM
 Doc Grp: RP
 Descrip: LEASE
 Num Pgs: 5

Party1: ST LAWRENCE CO INDUSTRIAL DEV
 AGENCY
 Party2: SOLITUDE SOLAR RUSSELL COUNTY RD
 21 MICROGRID LLC
 Town: RUSSELL

Recording:
 Pages 25.00
 Recording Fee 20.00
 Cultural Ed 14.25
 Records Management - Coun 1.00
 Records Management - Stat 4.75
 TP 584 5.00

Sub Total: 70.00

Transfer Tax
 Transfer Tax 0.00

Sub Total: 0.00

Total: 70.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2042
 Standard Transfer Tax

Total: 0.00

Record and Return To:

UNDERBERG & KESSLER LLP
 ATTN: DEBRA MANTELLI PARALEGAL
 300 BAUSCH & LOMB PLACE
 ROCHESTER NY 14604



Sandra W. Santamoor
 St Lawrence County Clerk

WARNING***
 ** Information may change during the verification
 process and may not be reflected on this page.

AFTER RECORDING RETURN TO:
Underberg & Kessler LLP
300 Bausch & Lomb Place
Rochester, NY 14604
(EJR)

Receipt: 2023714266
R-2023-00016266
12/27/2023 02:07:19 PM
5 Pages
LEASE
Sandra W Santamoor, St Law Co Clerk

MEMORANDUM OF LEASEBACK
Project: 4001-23-01
(SLCIDA to COMPANY)

The undersigned **ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and validly existing under the laws of the State of New York, with offices at 19 Commerce Lane, Suite 1, Canton, New York 13617, as lessor (the "SLCIDA") and **SOLITUDE SOLAR RUSSELL COUNTY RD 21 MICROGRID, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having offices at c/o Catalyze Holdings, LLC, 333 Boston Post Road W, Suite 220, Marlborough, Massachusetts 01752, as lessee (the "Company"), entered into a Leaseback Agreement as of December 18, 2023 (the "Leaseback Agreement").

The Leaseback Agreement covers certain real property and improvements as more particularly described on Schedule A attached hereto and made a part hereof.

The Leaseback Agreement provides for the rental of the premises by the Company for a term commencing on December 18, 2023 and terminating on January 31, 2044 ("Leaseback Term").

The Leaseback Agreement is available for inspection during normal business hours at the offices of the SLCIDA indicated above.

Property Address: 1040 County Rd. 21, Town of Russell,
St. Lawrence County, State of New York 13652

Tax Map Number: 147.00-2-18.111/1

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Signature Page 1 of 2 to Memorandum of Leaseback]

IN WITNESS WHEREOF, the SLCIDA and the Company have caused this Memorandum of Leaseback to be executed in their respective names, all as of the date first above written.

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY: _____

Patrick J. Kelly
Chief Executive Officer

STATE OF NEW YORK)
)SS.:
COUNTY OF ST. LAWRENCE)

On November 14th, 2023, before me, personally appeared **PATRICK J. KELLY**, 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

Lori A. Sibley
Notary Public, State of New York
No. _____
Qualified in St. Lawrence County
Commission Expires September 30, 2025

[Signature Page 2 of 2 to Memorandum of Leaseback]

IN WITNESS WHEREOF, the SLCIDA and the Company have caused this Memorandum of Leaseback to be executed in their respective names, all as of the date first above written.


**SOLITUDE SOLAR RUSSELL COUNTY RD
21 MICROGRID, LLC**

By: Catalyze Holdings, LLC, its sole Member


BY:  _____

STATE OF New York)
)SS.:
COUNTY OF Westchester)

On October 23, 2023, before me, personally appeared LamPhung Ngo-Burns, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
Commission Expires:

JULIE MCKEON
NOTARY PUBLIC-STATE OF NEW YORK

No. 
Qualified In Westchester County
My Commission Expires May 23, 2025

SCHEDULE A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Russell, County of St. Lawrence, and State of New York, and more particularly bounded and described as follows: Commencing at a capped iron rod at the intersection of the division line between the lands now or formerly of Jeremiah P. Warren as described in Instrument #1999-15938 on the north and the lands now or formerly of Margaret J. Reed as described in Instrument #2012-446 on the south with the easterly highway boundary of Hermon-Edwards Road County Route 21 also known as County Road Project Number 15 and formerly known as Elm Creek Road;

Thence South 21 deg. 31 min. 55 sec. East, along said easterly highway boundary, 52.72 feet to the POINT OF BEGINNING of the hereinafter described parcel;

Thence through the said lands of Reed the following eight (8) courses and distances:

- 1) North 69 deg. 33 min. 40 sec. East, 621.92 feet to a point; thence
- 2) North 87 deg. 39 min. 05 sec. East, 136.02 feet to a point; thence
- 3) South 22 deg. 50 min. 34 sec. East, 241.79 feet to a point; thence
- 4) South 24 deg. 48 min. 20 sec. East, 277.22 feet to a point; thence
- 5) South 00 deg. 00 min. 04 sec. East, 126.18 feet to a point; thence
- 6) South 70 deg. 01 min. 19 sec. West, 169.24 feet to a point; thence
- 7) South 73 deg. 27 min. 57 sec. West, 345.47 feet to a point; and
- 8) South 73 deg. 01 min. 43 sec. West, 211.21 feet to its intersection with the easterly highway line of said Hermon-Edwards Road County Route 21;

Thence along said easterly highway line the following two (2) courses and distances:

- 1) North 22 deg. 07 min. 57 sec. West, 137.30 feet to a point; and
- 2) North 21 deg. 31 min. 55 sec. West, 503.66 feet to the point or place of beginning.

Containing 11.46 acres of land more or less.

The bearings in the hereinabove described parcel are based on the East Zone of the New York Plane Coordinate System, NAD 83.



ST LAWRENCE COUNTY CLERK
 SANDRA W. SANTAMOOR
 48 COURT STREET
 CANTON, NEW YORK 13617

Receipt

Receipt Date: 12/27/2023 02:07:19 PM

RECEIPT # 2023714266

Recording Clerk: CG

Cash Drawer: CASH1

Rec'd Frm: UNDERBERG & KESSLER

Rec'd In Person

Instr#: R-2023-00016265

DOC: LEASE

DEED STAMP: 2041

OR Party: SOLITUDE SOLAR RUSSELL COUNTY

RD 21 MICROGRID LLC

EE Party: ST LAWRENCE CO INDUSTRIAL DEV
 AGENCY

Recording Fees

Pages	\$25.00
Recording Fee	\$20.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75
TP 584	\$5.00

Transfer Tax	
Transfer Tax	\$0.00

DOCUMENT TOTAL: ----> \$70.00

Instr#: R-2023-00016266

DOC: LEASE

DEED STAMP: 2042

OR Party: ST LAWRENCE CO INDUSTRIAL DEV
 AGENCY

EE Party: SOLITUDE SOLAR RUSSELL COUNTY
 RD 21 MICROGRID LLC

Recording Fees

Pages	\$25.00
Recording Fee	\$20.00
Cultural Ed	\$14.25

Records Management - County	\$1.00
Records Management - State	\$4.75
TP 584	\$5.00

Transfer Tax	
Transfer Tax	\$0.00

DOCUMENT TOTAL: ----> \$70.00

Receipt Summary

Document Count: 2	
TOTAL RECEIPT: ---->	\$140.00
TOTAL RECEIVED: ---->	\$140.00

CASH BACK: ---->	\$0.00
------------------	--------

PAYMENTS

Check # 122649 ->	\$140.00
UNDERBERG & KESSLER LLP	



ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Ernest J. LaBaff Industrial Building ~ 19 Commerce Lane, Suite 1 ~ Canton, New York 13617
Phone: (315) 379-9806 / TDD: 711 ~ Fax: (315) 386-2573 ~ www.SLCIDA.com

MEMBERSHIP

CHAIRMAN

Brian W. Staples
Brian Staples, CPA

*

VICE CHAIRMAN

Lynn Blevins
Blevins Brothers, Inc.

*

SECRETARY

Ernest LaBaff
President Emeritus,
Aluminum Brick & Glass
Workers International Union

*

Mark C. Hall

Town of Fine, New York

*

Andrew McMahon

Massena Electric Department

*

James Reagan

St. Lawrence County
Board of Legislators

*

Steven Morrill

Gebarten Acres

*

CHIEF EXECUTIVE OFFICER

Patrick J. Kelly

St. Lawrence County
Industrial Development Agency

*

CHIEF FINANCIAL OFFICER

Kimberly Gilbert

St. Lawrence County
Industrial Development Agency

January 8, 2024

New York State Tax Department
IDA Unit
W.A. Harriman Campus
Albany, New York 12227

Re: IDA Appointment of Project Operator or Agent
Solitude Solar Russell County Road 21 Microgrid, LLC [REDACTED]
IDA Project Number: 4001-23-01
Project: Ground mounted solar energy system

Dear Sir or Madam:

Enclosed for filing, please find a Form ST-60 for Solitude Solar Russell County Route 21 Microgrid, LLC as primary agent.

Please feel free to contact this office if you have any questions or concerns.

Sincerely,

ST. LAWRENCE COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

By: [REDACTED]
Richard Williams
Project Manager

Enclosures: 1

CC: COMPANY (Betsy Mason)
File



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA St. Lawrence County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1998) 4001-23-01	
Street address 19 Commerce Lane, Suite 1		Telephone number [REDACTED]	
City Canton	State NY	ZIP code 13617	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent Solitude Solar Russell County Rd 21 Microgrid, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer identification or Social Security number [REDACTED]
Street address c/o Catalyze Holdings, LLC 333 Boston Post Road W, Suite 220		Telephone number [REDACTED]	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Marlborough	State MA	ZIP code 01752	Email address (optional)

Project information

Name of project Solitude Solar Russell County Rd 21 Microgrid 2023 Facility			
Street address of project site 1040 County Rd. 21			
City Russell	State NY	ZIP code 13652	Email address (optional)
Purpose of project Construction and installation of a 2.2 MW-AC ground mounted photovoltaic solar energy system facility on an approximately 11.25 acre parcel of land located at 1040 County Rd. 21, Town of Russell, New York.			

Description of goods and services intended to be exempted from New York State and local sales and use taxes

The following related to the construction, installation, and equipping of improvements, whether or not any materials or supplies described below are incorporated into or become an integral part of such improvements: all purchases, leases, rentals and uses of equipment, machinery, tools and other tangible personal property (including installation costs with respect thereto): (a) used in connection with the acquisition, construction and equipping of the improvements (including uses or consumption of supplies, materials and services of every kind and description) and (b) installed or placed in, upon or under such improvements.

Date project operator or agent appointed (mmddyy) 121823	Date project operator or agent status ends (mmddyy) 113024	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$ 275,000.00	(All Agents, All In)	Estimated value of New York State and local sales and use tax exemption provided: \$ 22,000.00 (All Agents, All In)

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA Patrick J. Kelly	Print title Chief Executive Officer
Signature [REDACTED]	Date 1/5/24
	Telephone number [REDACTED]

Instructions

When to file

An IDA must file this form within 30 days of the date they appoint any project operator or other person as agent of the IDA, for purposes of extending any sales and use tax exemptions.

Requirements to file

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA should not file this form if they do not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, they must, within 30 days of the change, file a new form with the new information.

If the information on this form changes

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA, within 30 days, must send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. They must attach to the letter a copy of the form it originally filed. The IDA should not send a letter for a form that is not valid merely because the *Completion date of project* has passed.

Mailing instructions

Mail completed form to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

Private delivery services – See Publication 55, *Designated Private Delivery Services*.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our website at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service



St. Lawrence County Industrial Development Agency

Application for Assistance (revised 12/2021)

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the USDA, Director, Office of Civil Rights, Washington, D.C. 20250.

INSTRUCTIONS

1. The Agency will not take action on any application unless, in the judgment of the Agency, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Please answer all questions using "None" or "Not Applicable" where the question is not appropriate to the project which is the subject of this application ("the Project"). If more space is needed to answer a question, please attach a separate sheet.
3. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of Public Officers Law.
4. The applicant will be required to pay the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. If applicable, the costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered a part of the project and included as a part of the resultant bond issue.
5. The Agency has established a project fee for each type of project in which the Agency participates. Unless the Agency agrees in writing to the contrary, this project fee is required to be paid by the applicant at or prior to the granting of any financing assistance by the Agency.

FEE SCHEDULE

The forms of assistance listed below have a fee of 1% of the total bond series or project cost benefited by the Agency assistance, as applicable. A non-refundable fee of \$2,000 is payable to the SLCIDA at the time the application is submitted which will be credited toward the total fee at closing. If you are applying for multiple types of assistance only one fee of \$2,000 is due. **The non-refundable application fee for Renewable Energy Projects is \$5,000.**

- Tax Exempt Industrial Revenue Bonds – Complete Appendix A & B
- Payment in Lieu of Taxes (PILOT) – Complete Appendix B
- Mortgage Recording Tax Exemption – Complete Appendix B
- Sales and Use Tax Exemption – Complete Appendix B

Applicant/Company Information

Applicant Name:	<u>Solitude Solar Russell County Rd 21 Microgrid LLC</u>	Federal ID#:	<u> </u>
Address:	<u>333 Boston Post Road W</u>	Contact Name:	<u>Betsy Mason</u>
	<u>Suite 220</u>	Contact Title:	<u>Associate General Counsel</u>
City/State/Zip:	<u>Marlborough MA 01752</u>	Contact Email:	<u> </u>
Telephone:	<u> </u>	Cell:	<u> </u>
Alternate Phone:	<u> </u>	Fax:	<u> </u>

Will the proposed project be located within the municipality of the applicant's current operations? Yes No N/A

FORM OF ENTITY:

- Privately Held Corporation
- Public Corporation (Listed as _____ on _____ Exchange)
- Limited Liability Company
- Partnership: General Limited Number of Partners: _____ General _____ Limited
- Other: _____

For assistance please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

If the entity is a Corporation, Limited Liability Company or Partnership:

Date Established: 4/12/2022 Place of Organization: New York SIC Code: 221114

If the entity is currently located outside New York State, is it authorized to do business in New York State? Yes No
 N/A

Principal Officers:

Name	Title
<u>Cata yze o d ngs, LLC</u>	<u>So e Member</u>
_____	_____
_____	_____

Principal Owners with 10% or more in equity holdings with a percentage ownership:

Name	Percentage
_____	_____
_____	_____
_____	_____

Is the Company, or are the owners of the Company, involved in any lawsuits which could have a financial impact on the Company? Yes No

Has the Company, or any of its owners, ever been involved in bankruptcy? Yes No

Are the owners of the Company citizens of the United States? Yes No

Has the Applicant (or any related company) been involved in any prior financing, whether by this Agency, or by a financial institution, in the county in which this project is located? Yes No

If yes, please explain:

Bank References:

Major Trade References:

_____	_____
_____	_____
_____	_____

Legal Counsel: Hodgson Russ LLP
 Contact: Alicia Legland
 Address: 677 Broadway Suite 401
 City/State/Zip: Albany NY 12207
 Telephone: [REDACTED]
 Contact Email: [REDACTED]

Are there any concerns that may be regarded as parent companies, subsidiaries, or affiliates of the Company, including concerns in which the Company or any of its principals holds an interest greater than 5%? Yes No

If yes, please provide a list of names and addresses of all concerns. Attach additional pages as needed.

Name: Cata yze o d ngs, LLC
 Address: _____
 City/State/Zip: _____
 Nature of Relationship: _____ % Ownership

Business History

Provide a brief history of the Company including changes in ownership operations, overview of operating performance, location and size of current operations, products and/or services, major accounts, principal competitors, and major events affecting sales and/or expenses:

This business was formed by Solitude Solar dba US Light Energy and sold to Catalyze Holdings, LLC.

Site Information

Project Address: 1040 County Road 21
City/State/Zip: Russell NY 13652
Town: Russell
Village/City: N/A
School District: Hermon Dekalb
Tax Map Parcel: 147 001 2 18 111

Note utilities currently on site:

- | | |
|--|--|
| <input type="checkbox"/> Municipal Water | <input type="checkbox"/> Municipal Sewer |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Telecom |
| <input type="checkbox"/> Gas | |
| <input type="checkbox"/> Other: | |
| <input type="checkbox"/> Other: | |

Who is the current legal owner of the proposed site? Margaret J. Reed

What is the size of the existing facility and site, if applicable? N/A

What is the size of the proposed facility and site? 11.25 Acres (2.2 MW AC)

What is the current zoning of the project site? None

Does the project require local planning or permitting approvals? Yes No

If yes, please explain:

Will the project meet zoning regulations after completion? Yes No

If no, explain what zoning changes will be needed:

Identify any Federal, State or local regulatory agencies or boards that will need to approve your project, or will oversee your operations: NYSDEC, Town (Building Permit)

Will a site plan application need to be filed? If yes, please include a copy, if prepared. Yes No

Has the company completed the required SEQR application? Yes No N/A

If yes, what is the date of the application? Submitted 5/23/22 - Approved 8/02/22

Project Description

Description of the project: (check all that apply)

- | | |
|---|--|
| <input checked="" type="checkbox"/> New construction | <input type="checkbox"/> Purchase of new machinery and equipment |
| <input type="checkbox"/> Addition to an existing facility | <input type="checkbox"/> Refinancing of an existing project |
| <input type="checkbox"/> Renovation and modernization of an existing facility | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Acquisition of an existing facility | <input type="checkbox"/> Other: |

Project Type for all end users at project site: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Facility For Aging |
| <input type="checkbox"/> Back Office | <input type="checkbox"/> Multi-Tenant |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Equipment Purchase |
| <input type="checkbox"/> Acquisition of an existing facility | <input type="checkbox"/> Civic Facility (not for profit) |
| <input type="checkbox"/> Mixed Use | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Housing | <input checked="" type="checkbox"/> Other: Solar Energy Facility |

What is the proposed commencement date of construction or acquisition of the project?

What is the timetable for the project including when the project will be in full use?

Provide a brief description of the Project. Please identify specific uses and activities occurring within the project location. List proposed products to be manufactured and/or services to be rendered and the markets for those goods and services. Include impact on Company in terms of its operations, profitability, marketing, and other significant operating financial factors. Attach additional pages as needed.

The Applicant is developing a 2.1 MW AC ground-mounted solar energy facility, which it will own and operate. The proposed project facility will be located at 1040 CR-21 in the town of Russell, St. Lawrence County, New York on 11.25 acres of undeveloped land. The proposed project will generate electricity and transmit the energy onto National Grid's local electrical distribution system. The project is enrolled in NYSERDA's NY-Sun Community Solar Program. Individual households will be the facility's customers, purchasing a pro-rate amount of the electricity generated, resulting in savings on their monthly electric bills.

Does the Applicant intend to lease or sublease more than 10% (by area or fair market value) of the Project?

Yes No

Does the Project include facilities or property that is primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes (*complete shaded box below*) No

If the answer to the previous question is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? _____

If more than 33.33%, indicate whether any of the following apply to the Project:

Will the Project be operated by a not-for-profit corporation? Yes No

Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes No

If yes, please explain: _____

Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the Project and related jobs outside of New York State? Yes No

Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes No

If yes, please explain: _____

Is the proposed project a Franchise? Yes No

If Yes, please provide a Franchise Agreement.

Will the Project be located in a census tract or block numbering area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has 1) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of household receiving public assistance, and 2) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year in which the data relates? Yes No

If yes, please explain: _____

Does the applicant have other facilities or related companies located in New York State, outside of the jurisdiction in which the project will take place? Yes No

If yes, will this other facility or company be closed or have operations reduced as a result of this proposed project?

Yes No

If yes, please explain: _____

Are there any current occupants of this proposed site that will have their operations affected (including reduced or discontinued) as a result of this proposed project? Yes No

If yes, please explain: _____

If the answer to either of the previous two questions is yes, indicate whether any of the following apply to the Project:

Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes No

If yes, please explain: _____

Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes No

If yes, please explain: _____

Has the applicant actively sought sites and/or facilities in another state? Yes No

If yes, please explain: _____ We actively are looking for project sites Nation wide

Does the project involve pollution control or processing primarily for solid waste disposal? Yes No

If yes, please describe the type of pollution to be abated, existing methods of abatement, or the proposed method of abatement, construction and equipment to be financed: _____

Is there a likelihood that the Project would not be undertaken but for the financial assistance provided by the Agency? Yes No

If the Project could be undertaken without financial assistance provided by the agency, then provide a statement below indicating why the Project should be undertaken by the Agency: _____

ADDITIONAL REQUIREMENTS: Include the following items as attachments as necessary.

COMPANY INFORMATION: (Prior to Closing)		
<input type="checkbox"/>	<input type="checkbox"/> N/A	Entity formation documents as appropriate (DBA Certificate, Articles of Incorporation, Bylaws, Certificate of Formation, Operating Agreement, Partnership Agreement)
<input type="checkbox"/>	<input type="checkbox"/> N/A	Copy of Environmental Assessment Forms (Agency will provide assistance as needed)
FINANCIAL INFORMATION:		
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A	Company profit and loss statements, balance sheets, and capital statements for the last 2 years. If the business is a sole proprietorship, provide copies of the IRS 1040 and Schedule C. If accountant prepared financial statements are available, they should also be provided.
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A	Company Annual Reports (form 10-k) for the two most recent fiscal years
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A	Quarterly reports and current reports since most recent Annual Report, if any

Project Costs, Sources and Uses of Funding

Estimate the costs necessary for the construction, acquisition, rehabilitation, improvements and equipping of the project.

Project Costs:

Item/Use of Funds	Amount		
Land Acquisition - Annual Lease with 1% annual escalator		11.25	Acres
Building Purchase			Square Feet
Construction or Renovation (Materials)			
Construction or Renovation (Labor)	\$732,900		
Site Work	\$300,000		
Machinery & Equipment	\$2,198,700		
Furniture & Fixtures			
Working Capital/Inventory			
Other: Utility Upgrade Costs/Soft Costs			
Subtotal Project	\$		
Legal Fees (Other than Company's Attorney)			
Agency's Fee (1% of Bond or Benefited Project Amount)	\$ 32,316		
Subtotal Project	\$3,263,916		

Sources of Funding:

Source	Amount	Rate	Term	Percentage
Company Equity	3,263,916	N/A	N/A	N/A
Bank Loan				
SLCIDA-LDC Loan				
Other:				
Other:				
Other:				
Other:				
Total	\$ 3,263,916	%		100%

Please provide a list of all New York State incentives that have been approved, or are pending approval, as part of this project (example: Grants, Tax Credits, etc...)

NY Sun ncentive \$464 265

Please identify participating lenders:

Lender: _____
 Contact Name: _____
 Contact Title: _____
 Contact Email: _____
 Telephone: _____

Lender: _____
 Contact Name: _____
 Contact Title: _____
 Contact Email: _____
 Telephone: _____

For assistance please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

Job Creation

Please complete the following chart for the permanent jobs created by the Project. Enter data as follows:

For purposes of this application, we are providing the following guidelines to help you calculate employment levels:

- Full Time: Any permanent employee who works 30 or more hours each week, and does so on a regularly-scheduled basis.
- Part Time Temporary/Seasonal: Any employee who works fewer than 30 hours each week, and does so on an occasional, temporary or as-needed basis.

- A:** Insert the number of full time and part time jobs that currently exist within your company at the time of application.
B: Indicate the average annual wage for each job type listed in A (full time, part time, or other).
C: Indicate the average annual Benefit for each job type listed in A (full time, part time, or other).
D: Insert the number of jobs to be created during year 1 of the project for each job type (full time, part time, or other).
E: Insert the number of jobs to be created during year 2 of the project for each job type (full time, part time, or other).
F: Insert the number of jobs to be created during year 3 of the project for each job type (full time, part time, or other).
G: The total number of jobs to be created for each job type (full time, part time, or other).

Jobs	(A)	(B)	(C)	(D)	(E)	(F)	(G)
	Current Jobs	Average Annual Wage	Average Annual Benefit Cost	Number of Jobs Created Year 1	Number of Jobs Created Year 2	Number of Jobs Created Year 3	Total New Jobs Created
Full Time							
Management		\$	\$				0
Professional		\$	\$				0
Administrative		\$	\$				0
Production		\$	\$				0
Independent Contractor		\$	\$				0
Other:		\$	\$				0
Total		\$	\$				
Part Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total		\$	\$				

If you classified any of the above jobs as "Other", please clarify job type, benefits offered, etc.: _____

Of the new jobs to be created, how many of those vacancies do you expect to fill with St. Lawrence County residents? _____

Please list any benefits currently provided to your full/part time employees (e.g. medical, dental, vision or life insurance; retirement program; etc.) _____

Indicate the number of construction jobs that will be created as a direct result of this project: 25

RECAPTURE POLICY

APPROVED JUNE 29, 2016

Policy:

It is the policy of the St. Lawrence County Industrial Development Agency (the "SLCIDA") to ensure responsible provision of public benefits to companies for job creation/retention projects. In furtherance of this, SLCIDA wishes to set forth criteria which will assist the SLCIDA in evaluating project performance and determine the appropriateness of recapturing, limiting or terminating a contract with a recipient of IDA benefits.

Applicability:

This policy shall apply to all projects which the SLCIDA has authorized.

Procedure:

All SLCIDA project applicants are required to submit, on a quarterly basis, a copy of the form NYS-45. The NYS-45 will act as a general indicator of the status of the project's employment performance.

All SLCIDA project applicants are required to submit, on an annual basis and no more than 45 days after the end of the calendar year, a "St. Lawrence County IDA Project Report" documenting the position of the project at the end of the calendar year. The report shall include such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of Full Time and Part Time and/or Seasonal jobs; number of construction jobs created through the year; exemptions from taxes and Payment in Lieu of Tax made; and status of bond financing related to the project.

SLCIDA will utilize both of the aforementioned reports, in addition to information compiled throughout the project (site visits; follow-ups; phone/email and general correspondence) to gauge the status of the project in relation to the original commitment of the company as stated in the project application. The project will undergo further review should significant deficiencies be found in any area. SLCIDA will request from project applicants justification for deficiencies/shortfalls, and will compare justifications against industry standards, current market conditions and current economic conditions. Said information will be used by SLCIDA to determine whether the project applicant/project operator did all that it could to meet the obligations outlined in the application and project agreements.

SLCIDA, in its sole discretion and on a case-by-case basis, may determine with respect to a particular project to require the project applicant to agree to the recapture by SLCIDA of the value of any or all exemptions from taxation granted with respect to the project by virtue of the SLCIDA's involvement. Events that SLCIDA may determine will trigger recapture may include, but shall not be limited to, the following:

1. sale or closure of a facility;
2. significant reduction in employment levels;
3. significant change in use of facility;
4. significant change in business activities or project applicant or operator, including a shift of production activity or relocation of operations to a facility outside of SLCIDA's jurisdiction;
5. material non-compliance with or breach of terms of the SLCIDA transaction documents, or of zoning or land use laws or regulations or federal, state, or local environmental laws or regulations;
6. failure to respond to SLCIDA inquiries and/or requests regarding non-compliance with provision of quarterly and/or annual follow-up reporting documents; or
7. failure to respond to SLCIDA inquiries and/or requests concerning any information regarding the project or the project applicant or any project operator.

Upon the occurrence of any of the event triggers listed above, the SLCIDA will send written notice to the project applicant, demanding provision of, or requesting an explanation for failure to provide, information requested by SLCIDA.

Should SLCIDA find that (a) significant deficiencies in the achievement of the economic benefits promised as described in the application and the project agreements have occurred and (2) there appears to be no justification satisfactory to the SLCIDA to explain the deficiencies, the SLCIDA may determine to undertake any enforcement action available to the SLCIDA under the SLCIDA's agreements to seek redress for the deficiencies.

Enforcement action taken by SLCIDA may include, but shall not be limited to:

1. Requesting cure of the deficiency by a final notice letter.
2. Forwarding an event of default notice as described in the project agreements.
3. Notifying the appropriate New York State agencies of the project operator's failure to comply.
4. Terminating any or all of the project agreements.
5. Reducing the value of financial assistance moving forward.
6. Terminating any future financial assistance.
7. Requiring that the value of all of the financial assistance utilized to date to be repaid in full or in part, with interest.

All recaptured amounts of Financial Assistance shall be redistributed to the appropriate affected taxing jurisdictions, unless agreed to otherwise by such affected taxing jurisdictions.

APPENDIX A – Bond Financing

Please complete this section if you are applying for Bond Financing.

Bond Counsel:

Name of Firm: _____

Address: _____

Telephone: _____

Bond Counsel Contact: _____

Bond Counsel Contact Email: _____

If the Company is asking the Agency to issue its qualified small issue private activity bonds (colloquially known as “small issue IDBs”), what is the dollar value of “capital expenditures” (as determined in accordance with the provisions of the Internal Revenue Code) that the Company or any related company or person, has expended/will expend within this County?

Over the last three years _____

During the present year (20) _____

First year after project completion _____

Second year after project completion _____

Third year after project completion _____

Has the company made any arrangements for the marketing or purchasing of the bonds? Yes No

If yes, please provide information:

What is your total estimated interest expense (assuming taxable interest)? _____

What is your total estimated interest expense (assuming tax exempt interest rate)? _____

APPENDIX B

Please complete this section if you are applying for any of the following:
 Lease Transaction, Bond Financing ▪ Payment in Lieu of Taxes
 Mortgage Recording Tax Exemption ▪ or ▪ Sales and Use Tax Exemption.

MORTGAGE RECORDING TAX EXEMPTION BENEFIT: Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (Include sum total of construction/permanent/bridge financing): \$ _____

Estimated Mortgage Recording Tax Exemption benefit
 (product of mortgage amount as indicated above multiplied by .0075%): \$ _____

SALES AND USE TAX: Gross amount of costs for goods and services that are subject to the 8% State and Local Sales and Use Tax in St. Lawrence County – said amount to benefit from the Agency's Sales and Use Tax exemption benefit.

ESTIMATED COSTS ELIGIBLE FOR SALES TAX EXEMPTION BENEFIT:

Construction/Renovation: Materials	
Site Work	300,000
Non-Manufacturing Equipment	
Furniture & Fixtures	
Machinery & Equipment	2,198,700
Construction/Renovation: Labor	732,900
Other: Utility Upgrade Costs/Soft Costs	
Other: Legal Fees	
Total	\$ 3,231,600

Estimated State and Local Sales and Use Tax Benefit (product of .08 multiplied by the total figure above): **\$ 199,896**

INFORMATION FOR ESTIMATED REAL PROPERTY TAX EXEMPTION BENEFIT:

What is the pre-project assessment of the property?	<u>0</u> (project does)
What is the estimated post-project assessment?	<u>655,000</u>
What is the property tax ID#	<u>47 00 2 8</u>

ESTIMATED OTHER BENEFITS:

Sales Tax Revenue

If the project will result in the manufacturing or selling of a new product, estimate the amount of annual sales taxes that will be generated on retail sales of the new product. Otherwise, enter "N/A" _____

If the project will result in increased production or sales of an existing product, estimate the amount of annual sales tax that will be generated on the retail sales of the increased production. Otherwise, enter "N/A". _____

Real Property Taxes

Estimate the amount of annual real property taxes that will be payable on the Project (at the end of the PILOT Agreement, if any). Otherwise, enter "N/A". _____

REAL PROPERTY TAX BENEFIT: Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: _____

IDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT depicted on **Cost/Benefit Analysis** attached.

What other benefits will the Project bring to the community and region?

- This project will result in the building of a new plant or the expansion of an existing facility.
- This project will result in the reoccupation of a formerly-vacant building.
- This project directly contributes to "green" or "environmentally friendly" technology.
- This project will result in bringing new inventions, licenses or products to market.

This project will result in expansion of infrastructure capacity.

Other: _____

REPRESENTATIONS BY THE APPLICANT:

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, except as otherwise provided by collective bargaining agreement, new employment opportunities created as a result of the project will be listed with the NYS Department of Labor, Department of Employment Services and with the administrative entity of the local workforce investment area created by the Federal Workforce Investment and Opportunity Act (WIOA) in which the project is located.
- B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, except as otherwise provided by collective bargaining agreement, where practicable, the Applicant will first consider persons eligible to participate in WIOA programs who shall be referred by those WIA entities for new employment opportunities created as a result of said project.
- C. Annual Sales Tax Filings. In accordance with Section 874(8) of New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant, and to provide a copy of such filing to the Agency.
- D. Quarterly Employment Reports. The Applicant understands and agrees that, if the project receives any financial assistance from the Agency, the Applicant agrees to file, or cause to be filed with the Agency on a quarterly basis, reports regarding the number of people employed at the project site.
- E. Absence of Conflicts of Interest. The Applicant has received from the Agency a list of all members, officers and employees of the Agency. No member, officer or employer of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this application, except as hereinafter described:
- F. Hold Harmless. The Applicant hereby releases the Agency and its members, directors, officers, servants, agents and employees thereof from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (a) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limitation the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.
- G. Recapture. The Applicant understands and agrees that the Agency can impose on the Company penalties or sanctions for projects that do not meet performance standards or project goals as outlined on the Agency's Recapture Policy on Page 9 of this Application. Said penalties/sanctions may include the return by the Company of all or part of the benefits received.
- H. Affirmation. The Applicant understands and agrees that the provisions of Section 862(1) of the New York State General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed project:

862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

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

The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement with the Project.

The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application as well as the information acquired by deponent in the course of his duties as an officer of and from the books and papers of said corporation.

As an officer of said Corporation (hereinafter referred to as the "applicant") deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the St. Lawrence County Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached whether or not the application, the project it describes, the attendant negotiations and ultimately the necessary issue of bonds are ever carried to a successful conclusion. If, for any reason whatsoever, the applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels, or neglects the application or if the Agency or Applicant are unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs involved in conduct of the application, up to that date and time, including but not necessarily limited to fees of bond counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the required bond issue, the Applicant shall pay to the Agency an administrative fee set by the Agency and not to exceed an amount equal to **1% of the total project cost benefited by the Agency's assistance**. The cost incurred by the Agency and paid by the applicant, including bond counsel and Agency general counsel fees, and the administrative fee, may be considered as a cost of the project and included as part of the resultant bond issue. The application fee shall be credited toward this amount.

For Renewable Energy Projects, the Applicant, within 60 days of Board approval shall make payment of 1/2 of the Agency fee and 1/3 of the Agency Counsel fee. The Applicant will then have one year to close on the project.

CERTIFICATION:

STATE OF ^{Massachusetts} ~~NEW YORK~~)
COUNTY OF ^{Middlesex}) ss.:


James Geshwiler, being first duly sworn, deposes and says: ^{Chief Strategy and Investment officer} ^{Catalyze Holdings, LLC}
1. That I am the ^{Chief Strategy and Investment officer} (Corporate Officer Title) of ^{Catalyze Holdings, LLC} ~~the managing member~~ (Officer of Company Submitting Application) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

[Redacted Signature] (Signature of Officer)

Subscribed and affirmed to me under penalties of perjury

This 26th day of January 20 23

[Redacted Notary Signature] (Notary Public)

 LINDA P MARRONE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
January 27, 2023