

Date: February 5, 2025

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738, on the 5th day of February, 2025, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Martin Callahan, Vice Chair
Mitchell H. Pally, Treasurer
Frank Trotta, Asst. Treasurer
Ann-Marie Scheidt, Secretary
John Rose, Member

Recused:

Absent: Felix J. Grucci, Jr., Asst. Secretary

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
Amy Illardo, Director of Marketing and Project Development
Jocelyn Linse, Executive Assistant
Annette Eaderesto, Esq., Counsel to the Agency
Barry Carrigan, Esq., Transaction Counsel (via Zoom)
Howard Gross, Esq., Transaction Counsel (via Zoom)
Andrew Komaromi, Esq., Transaction Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the authorization of the assignment of interest in a certain industrial development facility more particularly described below (Sunrise Wind LLC O&M 2022 Facility).

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

Voting Aye

Voting Nay

Braun
Callahan
Pally
Trotta
Scheidt
Rose

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING
THE ASSIGNMENT AND ASSUMPTION OF THE COMPANY
LEASE AGREEMENT AND THE LEASE AGREEMENT
CURRENTLY BETWEEN THE AGENCY AND SUNRISE
WIND LLC AND APPROVING THE FORM, SUBSTANCE
AND EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided assistance to Sunrise Wind LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the “**Original Company**”) in connection with the acquisition of an approximately 4.5-acre parcel of land located at 22 Research Way, East Setauket, New York 11733 (SCTM# 0200-277.00-02.00-017.004) (the “**Land**”), the renovation, equipping and furnishing of an approximately 59,525 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “**Improvements**” and “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility was leased and subleased by the Agency to the Original Company, for use as an operations and maintenance hub (the “**Project**”); and

WHEREAS, the Agency previously acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of December 1, 2022 (the “**Original Company Lease**”), and a certain Bill of Sale (the “**Original Bill of Sale**”), dated December 30, 2022, each from the Original Company to the Agency; and

WHEREAS, the Agency is currently leasing the Facility to the Original Company pursuant to a certain Lease and Project Agreement, dated as of December 1, 2022 (the “**Original Lease Agreement**”), by and between the Agency and the Original Company; and

WHEREAS, the Original Company was initially owned by Eversource Investment LLC (“**Eversource Investment**”) and Orsted DevCo, LLC (f/k/a Orsted US East Coast Offshore Wind HoldCo, LLC) (“**Orsted DevCo**”), each own fifty percent (50%) of the outstanding membership interests of North East Offshore, LLC (“**NEO**”), and NEO owns one hundred percent (100%) of the outstanding membership interests of the Original Company; and

WHEREAS, by resolution dated June 24, 2024, the Agency consented to the transfer of equity interests in the Original Company from Eversource Investment to Orsted DevCo, all of its limited liability company membership interests in Sunrise Wind Project Holdings, LLC, a wholly-owned direct subsidiary of Orsted DevCo (“**Sunrise Holdings**”) pursuant to

an Equity and Asset Purchase and Sale Agreement, dated April 18, 2024 (the “**2024 Transfer of Ownership**”); and

WHEREAS, Orsted Wind Power North America LLC, a Delaware limited liability company, and an upstream entity of the Original Company and a direct subsidiary of Orsted DevCo, LLC, on behalf of itself and/or the principals of Orsted Wind Power North America LLC and/or an entity formed or to be formed on behalf of the foregoing (collectively, the “**Company**”), has now requested the Agency’s consent to the (i) assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Original Company Lease and the Original Lease Agreement, and certain other agreements in connection with the Facility to the Company and the assumption by the Company of all such rights, title, interest, duties, liabilities and obligations of the Original Company, and (ii) the release of the Original Company from any further liability with respect to the Facility, subject to certain requirements of the Agency (the “**Assignment and Assumption**”), all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of February 1, 2025, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment and Assumption Agreement**”), by and among the Agency, the Original Company and the Company; and

WHEREAS, the Original Company Lease will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Company Lease Agreement, to be dated as of February 1, 2025, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment of Company Lease**”, and together with the Original Company Lease, and the Assignment and Assumption Agreement, the “**Company Lease**”), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Original Lease Agreement will be assigned by the Original Company to the Company pursuant to a certain Assignment and Assumption of Lease Agreement, to be dated as of February 1, 2025, or such other date as may be determined by the Chairman, Chief Executive Officer and counsel to the Agency (the “**Assignment of Lease Agreement**”, and together with the Original Lease Agreement and the Assignment and Assumption Agreement, the “**Lease Agreement**”), by and between the Original Company and the Company, and consented to by the Agency; and

WHEREAS, the Agency and the Company will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the assignment and assumption of the Project (together with the Assignment and Assumption Agreement, the Assignment of Company Lease, and the Assignment of Lease Agreement, the “**Assignment Documents**”); and

WHEREAS, pursuant to Section 9.3 of the Lease Agreement, the Lease Agreement may be assigned by the Original Company, in whole or in part, with the prior written consent of the Agency; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions

contemplated herein and by the continued leasing of the Facility by the Agency to the Company.

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The execution and delivery of the Assignment Documents and the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The execution and delivery of the Assignment Documents and the continued leasing of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and counsel to the Company, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven, Suffolk County and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Company.

Section 2. Subject to the provisions of this resolution, the Agency has assessed all material information included in connection with the Company's application for financial assistance, and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company.

Section 3. Subject to the provisions of this resolution, and in consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations pertaining to the Facility under the Lease Agreement to the Company and the assumption by the Company of all of such rights, title, interest, duties, liabilities and obligations of the Original Company pursuant to the Assignment and Assumption Agreement, (ii) execute, deliver and perform the Assignment and Assumption Agreement, (iii) execute, deliver and perform the Assignment of Company Lease, (iv) execute, deliver and perform the Assignment of Lease, and (v) execute and deliver the other Assignment Documents to which the Agency is a party.

Section 4. The Agency is hereby authorized to consent to the assignment by the Original Company of all of its rights, title, interest, duties, liabilities and obligations under the Lease Agreement, and the Facility to the Company and the assumption by the Company of all of such rights, title, interest, duties, liabilities and obligations of the Company pursuant to the Assignment and Assumption Agreement, the Assignment of Company Lease, and the Assignment of Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such assignment and assumption are hereby approved, ratified and confirmed.

Section 5. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company, as continued abatement of real property taxes as set forth in the PILOT Schedule annexed to the Lease Agreement as Exhibit C thereto.

Section 6. The Company is hereby notified that it will be required to comply with Section 875 of the Act. The Company shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Company is further notified that the abatements provided pursuant to the Act are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 7. The form and substance of the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, and any other Assignment Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Any expenses incurred by the Agency with respect to the Assignment and Assumption shall be paid by the Company. The Company has agreed to pay such expenses and further shall agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the assignment and assumption of the Facility.

Section 8.

(a) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Assumption Agreement, the Assignment of Company Lease, the Assignment of Lease Agreement, and the other Assignment Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

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

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. Subject to the provisions of this resolution, any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. The Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 11. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this resolution (except with respect to the matters contained in Section 7 hereof).

Section 12. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), including the resolutions contained therein, held on the 5th day of February, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 5th day of February, 2025.

By: 
Chief Executive Officer

Date: June 12, 2024

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at the offices of the Agency, 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 on the 12th day of June 2024, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Martin Callahan, Vice-Chair
Mitchell H. Pally, Treasurer
Ann-Marie Scheidt, Secretary
Frank C. Trotta, Asst. Treasurer
John Rose, Member

Recused:

Excused: Felix J. Grucci, Jr., Asst. Secretary

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
Amy Illardo, Director of Marketing and Project Development
Jocelyn Linse, Executive Assistant
Annette Eaderesto, Esq., Counsel to the Agency (via Zoom)
Terance Walsh, Esq., Transaction Counsel (via Zoom)
Howard Gross, Esq., Transaction Counsel (via Zoom)
Andrew Komaromi, Esq., Transaction Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the transfer of the ownership of the Company in connection with a certain industrial development facility more particularly described below (Sunrise Wind, LLC O&M 2022 Facility).

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

Voting Aye

Voting Nay

Braun
Callahan
Pally
Scheidt
Trotta
Rose

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY CONSENTING TO THE TRANSFER OF OWNERSHIP OF SUNRISE WIND LLC TO SUNRISE HOLDINGS AND THE CONTINUED LEASING OF THE FACILITY TO SUNRISE WIND LLC.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously assisted Sunrise Wind, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the “**Company**”) with the (A) acquisition of an approximately 4.5-acre parcel of land located at 22 Research Way, East Setauket, New York 11733 (SCTM# 0200-277.00-02.00-017.004) (the “**Land**”), and (B) the renovation, equipping and furnishing of an approximately 59,525 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “**Improvements**” and “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility will be leased and subleased by the Agency to the Company, for use as an operations and maintenance hub (the “**Project**”); and

WHEREAS, the Company previously leased the Facility to the Agency pursuant to a Company Lease Agreement, dated as of December 1, 2022 (the “**Company Lease**”), between the Company and the Agency; and

WHEREAS, the Agency is currently subleasing and leasing the Facility to the Company pursuant to a Lease and Project Agreement, dated as of December 1, 2022 (the “**Lease Agreement**”), between the Agency and the Company; and

WHEREAS, the Agency previously acquired title to the Equipment pursuant to a certain Bill of Sale, dated December 30, 2022 (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, pursuant to Section 8.3 of the Lease Agreement, the Company may not transfer ownership of the Company without the prior written consent of the Agency; and

WHEREAS, the Company is owned by Eversource Investment LLC (“**Eversource Investment**”) and Orsted DevCo, LLC (f/k/a Orsted US East Coast Offshore Wind HoldCo, LLC) (“**Orsted DevCo**”) each own fifty percent (50%) of the outstanding membership interests of North East Offshore, LLC (“**NEO**”), and NEO owns one hundred percent (100%) of the outstanding membership interests of the Company; and

WHEREAS, the Company has now requested that the Agency consent to the transfer of equity interests where Eversource Investment will sell, assign, transfer and convey to Orsted DevCo, all of its limited liability company membership interests in Sunrise Wind Project Holdings, LLC, a wholly-owned direct subsidiary of Orsted DevCo (“**Sunrise Holdings**”) pursuant to a Equity and Asset Purchase and Sale Agreement, dated April 18, 2024 (the “**Transfer of Ownership**”); and

WHEREAS, the Facility will continue to be managed and operated by the Company, and the Company will be owned by Sunrise Holdings; and

WHEREAS, the Agency will consent to the Transfer of Ownership of the Company pursuant to this resolution and a certain Consent of Agency to Change in Ownership, dated as of June 12, 2024 or such other date as may be determined by the Chairman, the Chief Executive Officer and counsel to the Agency (the “**Consent**”); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York;

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the Transfer of Ownership and the continued leasing and sub-subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

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

(b) The Facility continues to constitute a “project”, as such term is defined in the Act; and

(c) The Transfer of Ownership of the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Brookhaven and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The Transfer of Ownership of the Company is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and its counsel, the Facility continues to conform with the local zoning laws and planning regulations of the Town of Brookhaven and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to consent to the Transfer of Ownership of the Company; and

(g) The Consent will be an effective instrument whereby the Agency will provide its consent to the Transfer of Ownership of the Company.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the Transfer of Ownership of the Company; (ii) execute, deliver and perform the Consent, and (iii) execute, deliver and perform such related documents as may be, in the judgment of the Chairman, Vice Chairman, Chief Executive Officer or counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution.

Section 3. Subject to the provisions of this resolution, the Lease Agreement and the Consent, the Agency hereby consents to the Transfer of Ownership of the Company and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such Transfer of Ownership of the Company are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement, the Chairman, Chief Executive Officer, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Consent and such documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Chief Executive Officer, or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Chief Executive Officer, and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 5. Subject to the provisions of this resolution and the Lease Agreement, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. Any expenses incurred by the Agency with respect to the transactions contemplated herein shall be paid by the Company. The Company shall agree to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 7. This resolution shall take effect immediately.

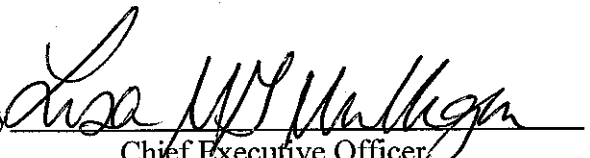
STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 12th day of June, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 12th day of June, 2024.

By 
Chief Executive Officer

Date: December 7, 2022

At a meeting of the Town of Brookhaven Industrial Development Agency (the "Agency"), held at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738 on the 7th day of December, 2022, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair (via Zoom)
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary (via Zoom)
Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Asst. Treasurer (via Zoom)
Mitchell H. Pally, Member

Recused:

Excused:

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori LaPonte, Chief Financial Officer
Amy Illardo, Director of Marketing and Project Development
John LaMura, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency (via Zoom)
William F. Weir, Esq., Transaction Counsel
Howard Gross, Esq., Transaction Counsel (via Zoom)

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of a leasehold interest in and title to a certain industrial development facility more particularly described below (Sunrise Wind LLC 2022 Facility) and the leasing of the facility to Sunrise Wind LLC.

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

Voting Aye

F. Braun III
F. Grucci, Jr.
M. Callahan
A. Scheidt
G. Pollakusky
F. Trotta
M. Pally

Voting Nay

RESOLUTION OF THE TOWN OF BROOKHAVEN
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
APPOINTMENT OF SUNRISE WIND LLC, A DELAWARE
LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF
AND/OR THE PRINCIPALS OF SUNRISE WIND LLC
AND/OR AN ENTITY FORMED OR TO BE FORMED ON
BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE
AGENCY FOR THE PURPOSE OF ACQUIRING,
CONSTRUCTING AND EQUIPPING THE FACILITY,
APPROVING THE ACQUISITION, CONSTRUCTION AND
EQUIPPING OF SUCH INDUSTRIAL DEVELOPMENT
FACILITY AND MAKING CERTAIN FINDINGS AND
DETERMINATIONS WITH RESPECT TO THE FACILITY
AND APPROVING THE FORM, SUBSTANCE AND
EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the "**Act**"), the Town of Brookhaven Industrial Development Agency (the "**Agency**"), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Sunrise Wind LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of Sunrise Wind LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**"), has applied to the Agency, to enter into a transaction in which the Agency will assist in the acquisition, constructing and equipping of an offshore and onshore electricity transmission cable (the "**Transmission Cable**") to be located on land covered by easements, licenses, leases, right of way, permits or other access agreements to be granted from the State of New York, municipalities or other governmental agencies (collectively, the "**Right of Way**") and designed to deliver the power generated by the Sunrise Wind Farm, an offshore renewable energy generation facility (with the capacity to produce approximately 924 MW), consisting of: (i) up to 6.2 miles (320 kV) of Direct Current ("**DC**") Submarine Export Cable from the New York State Territorial Waters Boundary located approximately 3.0 nautical miles offshore from Fire Island located on a Right of Way granted from the State of New York, then to the eastern portion of Smith Point County Park on Fire Island; (ii) then up to 1,575 feet onshore and underground where the Transmission Cable will be spliced together at the transition joint bay ("**TJB**") located underground in a concrete vault within the parking lot for Smith Point County Park; (iii) the TJB will be constructed by the Company located on a Right of Way granted by Suffolk County; from the TJB the Transmission Cable will be approximately (320 kV) DC and will run underground parallel to Fire Island Beach Road within the paved Smith Point County Park parking lot on a Right of Way granted by Suffolk County, approximately 2,000 feet west, crossing under the William Floyd Parkway to a recreational area located west of the William Floyd Parkway, located on an Right of Way granted by Suffolk County; (iv) then the Transmission Cable will travel underwater across the intercoastal waterway ("**ICW**") in a

Right of Way granted by the Town of Brookhaven, in a northwest direction via a Horizontal Directional Drill approximately 0.5 miles in length to a paved parking lot within the Smith Point Marina along East Concourse Drive, (v) then the Transmission Cable will travel north approximately 800 feet underground pursuant to a Right of Way granted by Suffolk County, then underground east approximately 550 feet following East Concourse Drive pursuant to a Right of Way granted by the Town of Brookhaven, (vi) then underground north approximately 3.6 miles along William Floyd Parkway, located on a Right of Way granted by Suffolk County, to the intersection with Surrey Circle; (vii) then the Transmission Cable will be routed underground along Surrey Circle, pursuant to a Right of Way granted by the Town of Brookhaven, for an approximately 0.1 miles and will continue north along Church Road, pursuant to private easements and/or Right of Ways granted by the Town of Brookhaven, crossing under the Long Island Rail Road (“LIRR”) to Mastic Boulevard pursuant to a Right of Way by the Metropolitan Transportation Authority (“MTA”), (viii) then underground west along Mastic Boulevard, pursuant to a Right of Way granted by the Town of Brookhaven, approximately 0.2 miles to the intersection with Francine Place, pursuant to a Right of Way granted by the Town of Brookhaven, and underground and north on Francine Place for approximately 0.1 miles to the intersection of Montauk Highway, pursuant to a Right of Way granted by Suffolk County; (ix) then the Transmission Cable will cross under the Montauk Highway to Revilo Avenue, pursuant to a Right of Way granted by the Town of Brookhaven, and continuing underground north along Revilo Avenue for approximately 0.07 miles to the work area for the Sunrise Highway Crossing; (x) then the Transmission Cable will cross under Sunrise Highway, pursuant to a Right of Way granted by the New York State Department of Transportation (“NYS DOT”), to Revilo Avenue, continuing underground north to the intersection of Victory Avenue, pursuant to a Right of Way granted by the Town of Brookhaven and then continue west on Victory Avenue, pursuant to a Right of Way granted by Suffolk County, continuing underground, crossing under the Carmans River, approximately 2.1 miles to Horseblock Road; (xi) then the Transmission Cable will continue underground northwest along Horseblock Road, pursuant to a Right of Way granted by Suffolk County, for approximately 3.2 miles before turning north along Columbus Avenue, pursuant to Right of Ways and/or Easements granted by the Town of Brookhaven and the Long Island Power Authority for 100 feet, then under the LIRR pursuant to a Right of Way by the MTA to Horseblock Road North Ramp 80 feet and continuing underground northwest along Horseblock Road North Ramp 190 feet, and then continuing underground along North Horseblock Road 1,400 feet; (xii) then the Transmission Cable will be routed west underground along the Long Island Expressway (“LIE”) South Service Road, pursuant to a Right of Way granted by the NYS DOT, for approximately 4.1 miles and continue on Waverly Avenue pursuant to a Right of Way granted by the Town of Brookhaven where it will turn south for approximately 0.4 miles to Long Island Avenue pursuant to a Right of Way granted by the Town of Brookhaven; and (xiii) the Transmission Cable will then follow Long Island Avenue west, pursuant to a Right of Way granted by the Town of Brookhaven, to Union Avenue to three (3) new buildings, totaling approximately 55,000 square feet to be constructed by the Company, comprising the Onshore Converter Station located on a 7.1 acre parcel; (collectively, the Transmission Cable will contain a total of approximately 17.5 miles (320 kV)) and up to 1.0 mile (138 kV) of Alternating Current (AC) onshore interconnection cable connecting to the Existing Holbrook Substation which is owned and operated by the Long Island Power Authority (the Company’s rights in the Right

of Way, collectively, the “**Land**”; and the Company’s rights in the personal property and equipment, collectively, the “**Equipment**”; and the Company’s rights in the fixtures and improvements to real property, collectively, the “**Improvements**”; and, collectively, the Land, Equipment and the Improvements, the “**Facility**”), which Facility is to be leased and subleased by the Agency to the Company for use in supplying power to the New York State’s existing electrical grid and will support off-shore wind and energy goals established by New York State (the “**Project**”); and

WHEREAS, the Company is a joint venture between Orsted North America, Inc., a global leader in off-shore wind, and Eversource Investments LLC, a national energy leader with expertise in regional energy transmission; and

WHEREAS, the Agency, by resolution duly adopted on September 27, 2022 (the “**Inducement Resolution**”), decided to proceed under the provisions of the Act; and

WHEREAS, the Company will acquire easement rights in the Land and will sublease the easement rights in the Land to the Agency; and

WHEREAS, the Agency will acquire a subleasehold interest in the easement rights in the Land and a leasehold interest in the Improvements pursuant to a certain Company Lease and Assignment of Easement Agreement, dated as of December 1, 2022 or such other date as the Chairman, the Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency will sub-sublease the easement rights in the Land, sublease the Improvements and lease the Equipment to the Company pursuant to a certain Lease and Project and Assignment of Easement Agreement, dated as of December 1, 2022 or such other date as the Chairman, the Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$24,150,000, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A-1 hereof); and

WHEREAS, in connection with the abatement of real property taxes as set forth in the PILOT Schedule on Exhibit A-1 hereof, the current pro-rata allocation of PILOT payments to each affected tax jurisdiction in accordance with Section 858(15) of the Act and the estimated difference between the real property taxes on the Facility and the PILOT payments set forth on the PILOT Schedule on Exhibit A-1 hereof are more fully described in the Cost Benefit Analysis (“**CBA**”) developed by the Agency in accordance with the

provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit B; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “SEQR Act” or “SEQR”), the Agency constitutes a “State Agency”; and

WHEREAS, the New York State Public Service Commission reviewed the environmental impacts of the Facility in connection with the Project’s application for a certificate of environmental compatibility and public need under Article VII of the New York State Public Service Law (Case No. 20-T-0617), which was granted on November 17, 2022; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed Facility is either an inducement to the Company to maintain and expand the Facility in the Town of Brookhaven or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the sub-subleasing, subleasing and leasing of the Facility by the Agency to the Company.

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

Section 1. Based upon the environmental review of the Facility by the New York State Public Service Commission in connection with the Project’s application for a certificate of environmental compatibility and public need under Article VII of the New York State Public Service Law and other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition, construction, equipping and operation of the Facility is a Type II action pursuant to 6 NYCRR § 617.5(c)(44) (actions requiring a certificate of environmental compatibility and public need under Article VII of the Public Service Law), and that therefore, no further SEQR review is required.

Section 2. The Agency hereby finds and determines:

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

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

(c) The acquisition, construction and equipping of the Facility and the leasing of the Facility to the Company, will (i) promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Brookhaven, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act, and (ii) provide clean, reliable offshore wind energy that will increase the amount and availability of renewable energy to the Town of Brookhaven and surrounding communities; and

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

(e) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of the Town of Brookhaven, Suffolk County, and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Company; and

(g) The Company Lease will be an effective instrument whereby the Agency subleases the easements rights in the Land and leases the Improvements from the Company; and

(h) The Lease Agreement will be an effective instrument whereby the Agency sub-subleases, subleases and leases the Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company.

Section 3. The Agency has assessed all material information included in connection with the Company's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) sublease the easements rights in the Land and lease the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) lease, sublease and sub-sublease the Facility to the Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

Section 5. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, construction and equipping of the Facility in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed \$24,150,000, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A-1 hereof), all consistent with the policies of the Agency. In connection with the abatement of real property taxes as set forth in the PILOT Schedule on Exhibit A-1 hereof, the current pro-rata allocation of PILOT payments to each affected tax jurisdiction in accordance with Section 858(15) of the Act and the estimated difference between the real property taxes on the Facility and the PILOT payments set forth on the PILOT Schedule on Exhibit A-1 hereof are more fully described in the CBA developed by the Agency in accordance with the provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit B.

Section 7. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, construct and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency. The aforesaid appointment of the Company as agent of the Agency to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes in an amount not to exceed \$24,150,000, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the completion of the transaction and the execution of the documents contemplated by this resolution.

Section 8. The Company is hereby notified that it will be required to comply with Section 875 of the Act. The Company shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Company is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this Authorizing Resolution are subject to termination and

recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 9. The form and substance of the Company Lease and the Lease Agreement (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10.

(a) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement, each in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

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

Section 11. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 12. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. The Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 13. This resolution shall take effect immediately.

EXHIBIT A-1

Proposed PILOT Schedule

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), the following school districts: (1) William Floyd School District; (2) South Country School District; (3) Longwood School District; (4) Patchogue Medford School District; and (5) Sachem School District, Suffolk County and Appropriate Special Districts

Property Addresses: See Exhibit A-2

Tax Map Nos. See Exhibit A-2

School Districts: (1) William Floyd School District; (2) South Country School District; (3) Longwood School District; (4) Patchogue Medford School District; and (5) Sachem School District

<u>Year</u>	<u>PILOT Amount</u>
1	\$1,120,000
2	\$1,120,000
3	\$1,120,000
4	\$1,120,000
5	\$1,120,000
6	\$1,120,000
7	\$1,120,000
8	\$1,120,000
9	\$1,120,000
10	\$1,120,000
11	\$1,120,000
12	\$1,120,000
13	\$1,120,000
14	\$1,120,000
15	\$1,120,000
16	\$1,120,000
17	\$1,120,000
18	\$1,120,000
19	\$1,120,000
20	\$1,120,000
21	\$1,120,000
22	\$1,120,000
23	\$1,120,000
24	\$1,120,000
25	\$1,120,000

Exhibit A-2

Physical Addresses and Tax Map Nos.

Physical Address	Tax Map No.	County	Zoning	School District	Fire Department	Precinct
Cable Parcels						
Offshore off of Smith Point County Park (Atlantic Ocean)	0200-985.50-02.00-001.000	New York State	N/A	N/A	N/A	SCPD South Station 9
Smith Point County Park	0200-988.10-01.00-001.000	County of Suffolk	Residence District	William Floyd School District	Mastic Beach Fire Department	SCPD South Station 9
	0200-987.90-01.00-001.000	County of Suffolk	Residence District			
Great South Bay Mastic, New York	0200-985.60-01.00-001.001	Town of Brookhaven	N/A	William Floyd School District	Mastic Beach Fire Department	SCPD South Station 9
Smith Point County Marina	0200-985.10-01.00-004.000	County of Suffolk	A5	William Floyd School District	Mastic Beach Fire Department	SCPD 7th Precinct
	0200-985.10-01.00-002.000	County of Suffolk	A5			
	0200-984.40-04.00-076.000	County of Suffolk	A5			
	0200-984.40-04.00-077.000	County of Suffolk	A5			
	0200-984.40-04.00-078.000	County of Suffolk	A5			
William Floyd Parkway	N/A	County of Suffolk	N/A	William Floyd School	Mastic Beach & Mastic Fire Department	SCPD 7th Precinct
Surrey Circle	N/A	Town of Brookhaven	N/A	William Floyd School District	Brookhaven Fire Department	SCPD 7th Precinct
Northern Boulevard	N/A	Town of Brookhaven	N/A			
Church Street (Paper Road)	N/A	Private Road	N/A			
No # William Floyd Parkway Mastic New York	0200-880.00-01.00-007.000	MTA/LIRR	A1			
Mastic Boulevard	N/A	Town of Brookhaven	N/A			
Francine Place	N/A	Town of Brookhaven	N/A			
Montauk Highway	N/A	County of Suffolk	N/A			
Revalo Avenue	N/A	Town of Brookhaven	N/A			
Sunrise Highway Service Road South	N/A	New York State	N/A			
Sunrise Highway	N/A	New York State	N/A			
Sunrise Highway Service Road North	N/A	New York State	N/A			
Revalo Avenue	N/A	Town of Brookhaven	N/A	William Floyd/South Country School District	Brookhaven Fire Department	SCPD 7th Precinct/ SCPD 5th Precinct
No # Victory Avenue Yaphank New York	0200-745.00-01.00-001.000	County of Suffolk	A10			
Victory Avenue	N/A	County of Suffolk	N/A			
Horseblock Road	N/A	County of Suffolk	N/A	South Country School District / Longwood School District / Patchogue Medford School	Brookhaven Fire Department / Medford Fire Department	SCPD 5th Precinct
Horseblock Road	N/A	County of Suffolk	N/A	Patchogue Medford School District	Medford Fire Department	SCPD 5th Precinct/ SCPD 6th Precinct

Project Address	Parcel ID	Owner	Lot	County	Fire Dept	Precinct
Cable Routes						
Columbus Avenue	N/A	Town of Brookhaven	N/A			
No # Horseblock Road Medford, New York	0200-737.00-01.00-008.000	MTA/LIRR	A1		Patchogue Medford School District	Medford Fire Department
Horseblock Road North	N/A	County of Suffolk	N/A			
Horseblock Road	N/A	County of Suffolk	N/A			
Long Island Avenue	N/A	Town of Brookhaven	N/A			
Expressway Drive Service Road South	N/A	New York State	N/A		Patchogue Medford School District / Sachem School	Medford Fire/Holtsville Fire Department
Waverly Avenue	N/A	Town of Brookhaven	N/A		Sachem School District	Holtsville Fire Department
Long Island Avenue	N/A	Town of Brookhaven	N/A			
Union Avenue	N/A	Town of Brookhaven	N/A			
Converter Station						
608 Union Avenue Holbrook, New York	0200-766.00-01.00-004.000	608 Union Avenue, LLC	L1		Sachem School District	Holtsville Fire Department
612 Union Avenue Holbrook, New York	0200-766.00-01.00-005.000	Holtsville Products Inc.	L1			
Union Avenue	N/A	Town of Brookhaven	N/A		Sachem School District	Holtsville Fire Department
No # Union Avenue Holbrook, New York	0200-765.00-02.00-001.000	LILCO c/o PSEGLI	L1/C			
Expressway Drive Service Road South	N/A	New York State	N/A			
Long Island Expressway	N/A	New York State	N/A			
Expressway Drive Service Road North	N/A	New York State	N/A			
Washington Avenue	N/A	LILCO c/o PSEGLI	L1/C			
<p style="text-align: center;">* Project will request waivers from the Public Service Commission of certain zoning requirements, as noted in the Article VII submission filed therewith.</p> <p style="text-align: center;">All above rights to be acquired by Easements, Licenses, Road Use Agreements and/or Leases</p>						

EXHIBIT B

Cost Benefit Analysis

Date: November 16, 2022

At a meeting of the Town of Brookhaven Industrial Development Agency (the “Agency”), held at the offices of the Agency, on the 16th day of November, 2022, at 1 Independence Hill, 2nd Floor, Farmingville, New York 11738, the following members of the Agency were:

Present: Frederick C. Braun III, Chairman
Felix J. Grucci, Jr., Vice Chair
Martin Callahan, Treasurer
Ann-Marie Scheidt, Secretary
Mitchell H. Pally, Member

Recused:

Excused: Gary Pollakusky, Asst. Secretary
Frank C. Trotta, Asst. Treasurer

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
John LaMura, Deputy Director
Jocelyn Linse, Executive Assistant
Terri Alkon, Administrative Assistant
Annette Eaderesto, Esq., Counsel to the Agency
William F. Weir, Esq., Transaction Counsel
Howard Gross, Esq., Transaction Counsel (via Zoom)

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of a leasehold interest in and title to a certain industrial development facility more particularly described below (Sunrise Wind LLC O&M 2022 Facility) and the leasing of the facility to Sunrise Wind LLC.

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

Voting Aye

Voting Nay

Braun
Grucci
Callahan
Scheidt
Pally

RESOLUTION OF THE TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF SUNRISE WIND LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF SUNRISE WIND LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING THE FACILITY, AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 358 of the Laws of 1970 of the State of New York, as amended from time to time (collectively, the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Sunrise Wind LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of Sunrise Wind LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has applied to the Agency, to enter into a transaction in which the Agency will assist in the acquisition of an approximately 4.5-acre parcel of land located at 22 Research Way, East Setauket, New York 11733 (SCTM# 0200-277.00-02.00-017.004) (the “**Land**”), the renovation, equipping and furnishing of an approximately 59,525 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “**Improvements**” and “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility will be leased and subleased by the Agency to the Company, for use as an operations and maintenance hub (the “**Project**”); and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of November 1, 2022, or such other date as the Chairman, the Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of November 1, 2022, or such other date

as the Chairman, the Chief Executive Officer of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$1,850,902, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof); and

WHEREAS, in connection with the abatement of real property taxes as set forth in the PILOT Schedule on Exhibit C hereof, the current pro-rata allocation of PILOT payments to each affected tax jurisdiction in accordance with Section 858(15) of the Act and the estimated difference between the real property taxes on the Facility and the PILOT payments set forth on the PILOT Schedule on Exhibit C hereof are more fully described in the Cost Benefit Analysis (“**CBA**”) developed by the Agency in accordance with the provisions of Section 859-a(5)(b) of the Act, a copy of which CBA is attached hereto as Exhibit D; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, a public hearing (the “**Hearing**”) was held on November 15, 2022, so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility, could be heard; and

WHEREAS, notice of the Hearing was given on November 5, 2022 and such notice (together with proof of publication), was substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the report of the Hearing is substantially in the form annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed Facility is an inducement to the Company to maintain the competitive position of the Company in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “**SEQR Act**” or “**SEQR**”), the Agency constitutes a “State Agency”; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”) and related documents (collectively, the “**Questionnaire**”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company;

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

Section 1. Based upon the Questionnaire prepared by the Company and reviewed by the Agency, and other representations and information furnished regarding the Facility, the Agency determines that the action relating to the acquisition, construction, renovation, equipping and operation of the Facility in an "Unlisted" action, as that term is defined under SEQR. The Agency also determines that the Facility will not have a "significant effect" on the environment and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman or the Chief Executive Officer of the Agency or counsel to the Agency.

Section 2. In connection with the acquisition, renovation, and equipping of the Facility the Agency hereby makes the following determinations and findings based upon the Agency's review of the information provided by the Company with respect to the Facility, including, the Company's Application, the Requisite Materials and other public information:

(a) There is a lack of distribution, manufacturing and warehouse space in the Town of Brookhaven;

(b) Distribution, manufacturing and warehouse space is needed in the Town of Brookhaven in order to allow local businesses to track inventory, centralize products, ensure safe storage of items, and fulfill orders, and otherwise benefit the economic health and well-being of the businesses of the Town of Brookhaven, employers, and the tax base of the Town of Brookhaven, increase the economic health and well-being of the residents of the Town of Brookhaven, help preserve and increase permanent private sector jobs in furtherance of the Agency's public purposes as set forth in the Act, and therefore the Agency finds and determines that the Facility is a commercial project within the meaning of Section 854(4) of the Act; and

(c) The Facility will preserve the public purposes of the Act by increasing the number of private sector jobs in the Town of Brookhaven. The Company has represented to the Agency that they will provide a minimum of sixty-five (65) full-time equivalent employees ("FTE") within the second year of completion.

Section 3. The Agency hereby finds and determines:

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

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

(c) The acquisition, renovation and equipping of the Facility by the Agency, the subleasing and leasing of the Facility to the Company and the provision of financial assistance pursuant to the Act will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Brookhaven and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved; and

(d) The acquisition, renovation and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of the Town of Brookhaven, Suffolk County, and all regional and local land use plans for the area in which the Facility is located; and

(f) It is desirable and in the public interest for the Agency to lease the Facility to the Company; and

(g) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(h) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

Section 4. The Agency has assessed all material information included in connection with the Company's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company.

Section 5. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Facility to the Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

Section 6. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 7. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$1,850,902, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit C hereof), all consistent with the policies of the Agency.

Section 8. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, construct and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company, as agent of the Agency, solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency. The aforesaid appointment of the Company, as agent of the Agency, to acquire, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes in an amount not to exceed \$1,850,902, in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the execution of the documents contemplated by this resolution.

Section 9. The Company is hereby notified that it will be required to comply with Section 875 of the Act. The Company shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Company is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company, as agent of the Agency pursuant to this Authorizing Resolution are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement.

Section 10. The form and substance of the Company Lease and the Lease Agreement to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 11.

(a) The Chairman, the Chief Executive Officer of the Agency or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, the Chief Executive Officer of the Agency or any member of the Agency shall constitute conclusive evidence of such approval.

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

Section 12. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 13. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. The Company shall agree to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 14. The provisions of this resolution shall continue to be effective for one year from the date hereof, whereupon the Agency may, at its option, terminate the effectiveness of this Resolution (except with respect to the matters contained in Section 13 hereof).

Section 15. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, the undersigned Chief Executive Officer of the Town of Brookhaven Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Brookhaven Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on the 16th day of November, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 16th day of November, 2022.

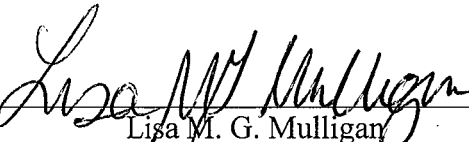
By: 
Lisa M. G. Mulligan
Chief Executive Officer

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law will be held by the Town of Brookhaven Industrial Development Agency (the “Agency”) on the 15th day of November, 2022, at 10:30 a.m. local time, at the Town of Brookhaven Town Hall, Industrial Development Agency, 1 Independence Hill, Farmingville, New York 11738, in connection with the following matters:

Sunrise Wind LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals and/or equity investors of 10 Donald’s Way LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”), has applied to the Agency for assistance in connection with the acquisition of an approximately 4.5-acre parcel of land located at 22 Research Way, East Setauket, New York 11733 (SCTM# 0200-277.00-02.00-017.004) (the “Land”), the renovation, equipping and furnishing of an approximately 59,525 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “Improvements” and “Equipment”; and together with the Land and the Improvements, the “Facility”), which Facility will be leased and subleased by the Agency to the Company, for use as an operations and maintenance hub (the “Project”). The Facility will be initially owned, operated and/or managed by the Company.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies of the Agency.

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. Prior to the hearing, all persons will have the opportunity to review on the Agency’s website (<https://brookhavenida.org/>), the application for financial assistance filed by the Company with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: November 5, 2022

TOWN OF BROOKHAVEN INDUSTRIAL
DEVELOPMENT AGENCY

By: Lisa MG Mulligan
Title: Chief Executive Officer

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
NOVEMBER 15, 2022 AT 10:30 A.M.

TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
(SUNRISE WIND LLC 2022 FACILITY)

Section 1. Lisa MG Mulligan, Chief Executive Officer of the Town of Brookhaven Industrial Development Agency (the “**Agency**”) called the hearing to order.

Section 2. Lisa MG Mulligan then appointed herself the hearing officer of the Agency, to record the minutes of the hearing.

Section 3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

Sunrise Wind LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals and/or equity investors of 10 Donald’s Way LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has applied to the Agency for assistance in connection with the acquisition of an approximately 4.5-acre parcel of land located at 22 Research Way, East Setauket, New York 11733 (SCTM# 0200-277.00-02.00-017.004) (the “**Land**”), the renovation, equipping and furnishing of an approximately 59,525 square foot building located thereon, together with the acquisition, installation and equipping of improvements, structures and other related facilities attached to the Land (the “**Improvements**” and “**Equipment**”; and together with the Land and the Improvements, the “**Facility**”), which Facility will be leased and subleased by the Agency to the Company, for use as an operations and maintenance hub (the “**Project**”). The Facility will be initially owned, operated and/or managed by the Company.

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes and abatement of real property taxes, consistent with the policies of the Agency.

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

John J. Anzalone – no comment

Section 5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at 11:00 a.m.

EXHIBIT C

Proposed PILOT Schedule

Schedule of payments-in-lieu-of-taxes: Town of Brookhaven, (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Three Village Central School District, Suffolk County and Appropriate Special Districts

Property Address: 22 Research Way, East Setauket, New York

Tax Map No. 0200-277.00-02.00-017.004

School District: Three Village

<u>Year</u>	<u>PILOT Payment</u>
1	\$ 69,492
2	\$ 70,882
3	\$ 72,299
4	\$ 73,745
5	\$ 75,220
6	\$ 76,725
7	\$ 78,259
8	\$ 79,824
9	\$ 81,421
10	\$ 83,049

EXHIBIT D

Cost Benefit Analysis