

CLOSING ITEM NO.: C-1

GENERAL CERTIFICATE
OF
MARTINSBURG CSG LLC

This certificate is made in connection with the execution by Martinsburg CSG LLC (the “Company”) of a lease agreement dated as of October 1, 2022 (the “Lease Agreement”) by and between the Company and the Agency (as hereinafter defined), the Underlying Lease, the Memorandum of Underlying Lease, the Memorandum of Lease Agreement, the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement, (as each of said documents is defined in the Lease Agreement) and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the “Company Documents”) in connection with the undertaking by County of Lewis Industrial Development Agency (the “Agency”), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 62 of the 1973 Laws of New York, as amended, constituting Section 902 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), of a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in a portion of an approximately 65.30 acre parcel of land located at 6424 State Route 26 (tax map no. 243.00-01-15.210) in the Town of Martinsburg, Lewis County, New York (the “Land”), (2) the construction on the Land of an approximately 2.158MWAC/3.02 MWdc community solar photovoltaic facility, including 5,512 solar panels, inter-row spacing and equipment space, screw driven racking posts, 18 string inverters, a transformer and utility pole mounted equipment (all said improvements being collectively referred to as the “Facility”) and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other personal property (the “Equipment”), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company (the Land, Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED REPRESENTATIVE OF THE COMPANY HEREBY CERTIFIES THAT:

1. I am a representative of the Company and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of New York, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization of the Company, together with all amendments thereto, certified by the State of New York Department of State, Corporations Unit, as the same is in full force and effect on and as of the date of this certificate.

4. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company, together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit C is a true, correct and complete copy of a certificate of good standing relating to the Company from the State of New York Department of State, Corporations Unit.

6. Attached hereto as Exhibit D is a true, correct and complete copy of the resolution of the member of the Company (the "Company Resolution") approving and authorizing execution and delivery of the Company Documents. Such Company Resolution was duly adopted by the member of the Company, has not been amended or modified since its adoption and is in full force and effect on the date of this certificate in accordance with its terms.

7. Attached hereto as Exhibit E is a list of all material pending litigation relating to the Company. Except as set forth in Exhibit E, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best of the Company's knowledge, threatened against or affecting the Company, (nor to the best of the Company's knowledge is there any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (A) the transactions contemplated by the Company Resolution, (B) the validity or the enforceability of the Company Resolution or the Company Documents or the transactions contemplated therein, (C) the organization or existence of the Company, or (D) the business, prospects, Property or condition of the Company.

8. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the Lease Agreement.

9. There are no Liens against or overdue taxes, assessments, fees or other governmental charges payable by the Company to the United States, the State, or, to my knowledge, to any other state or municipality in the United States.

10. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

11. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do

not and will not (A) violate the Company's articles of organization or operating agreement, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Property of the Company.

12. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

13. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

14. Each of the representations and warranties of the Company contained in each of the Company Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

15. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by an authorized representative of the Company; the signature of said representative thereon is the genuine signature of said representative; and said executed Company Documents are in substantially the same form as the forms thereof presented to the members of the Company and approved by the Company Resolution.

16. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

17. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

18. As of the Closing Date, there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company.

IN WITNESS WHEREOF, the undersigned has set his signature as an authorized representative of the Company this 6 day of ~~September~~, 2022.
October

MARTINSBURG CSG LLC

BY: *[Handwritten Signature]*
Authorized Representative

The undersigned, Jeffrey W. Davis, counsel to the Company, hereby certifies that the signature of the representative of the Company subscribed to and contained in the foregoing General Certificate of the Company is true and genuine.

[Handwritten Signature]
Jeffrey W. Davis

EXHIBIT A
ARTICLES OF ORGANIZATION OF THE COMPANY

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : MARTINSBURG CSG LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 6265635
FILE DATE : 08/23/2021
FILE NUMBER : 210824001957
TRANSACTION NUMBER : 202108230001535-148718
EXISTENCE DATE : 08/23/2021
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : C/O DIMENSION ENERGY LLC
RAFAEL DOBRZYNSKI, 3280 PEACHTREE RD NE 7TH FLOOR
ATLANTA, GA, 30305, USA
FILER : LOWENSTEIN SANDLER LLP
1251 AVENUE OF THE AMERICAS, 17TH FLOOR
NEW YORK, NY, 10020, USA
SERVICE COMPANY : COGENCY GLOBAL INC.
SERVICE COMPANY ACCOUNT : 26

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100000273964

TOTAL FEES:	\$235.00	TOTAL PAYMENTS RECEIVED:	\$235.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$235.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for MARTINSBURG CSG LLC, File Number 210824001957 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 24, 2021.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION

OF

MARTINSBURG CSG LLC

Under Section 203 of the Limited Liability Company Law

The undersigned person, acting as an organizer of the limited liability company hereinafter named, sets forth the following statements.

FIRST: The name of the limited liability company (the "Company") is Martinsburg CSG LLC.

SECOND: The County within the State of New York in which the office of the Company is to be located is New York County.

THIRD: The Secretary of State of the State of New York is designated as agent of the Company upon whom process against it may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the Company is c/o Dimension Energy LLC, Rafael Dobrzynski, 3280 Peachtree Rd NE, 7th Floor, Atlanta GA 30305.

IN WITNESS WHEREOF, I have subscribed this document on the date set forth below and do hereby affirm, under penalties of perjury, that the statements contained therein have been examined by me and are true and correct.

Date: August 23, 2021

DocuSigned by:
Rafael Dobrzynski
00E6E0BFD06540F...
Rafael Dobrzynski
Organizer

ARTICLES OF ORGANIZATION

OF

MARTINSBURG CSG LLC

Under Section 203 of the Limited Liability Company Law

Filed by:

Lowenstein Sandler LLP
1251 Avenue of the Americas, 17th Floor
New York, New York 10020

EXHIBIT B
OPERATING AGREEMENT OF THE COMPANY

OPERATING AGREEMENT OF MARTINSBURG CSG LLC

This Operating Agreement of Martinsburg CSG LLC (the “Company”), a limited liability company organized pursuant to Article 4, Section 417 of the Act, dated as of August 23, 2021 (the “Effective Date”) is made and entered into by Dimension NY 1 LLC, the sole member of the Company (the “Member”).

ARTICLE I DEFINITIONS

Certain defined terms used in this Agreement are set forth in Exhibit A.

ARTICLE II ORGANIZATION

2.01 Formation. The Company is organized as a New York (the “State of Formation”) limited liability company by the filing of its Articles of Organization (the “Articles”) with the Department of State of New York on August 23, 2021 (the “Formation Date”) pursuant to the Act.

2.02 Name. The name of the Company is “Martinsburg CSG LLC”. All of the Company’s business shall be conducted under that or such other names that comply with applicable law as the Member may select from time to time.

2.03 Registered Office; Registered Agent. The registered agent of the Company in the State of Formation shall be the Department of State of the State of New York and the address to which such Department of State shall mail a copy of any process against the Company is 3280 Peachtree Rd NE, 7th Floor, Atlanta, GA 30305, or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law.

2.04 Principal Office; Other Offices. The principal office of the Company shall be at such place as the Member may designate from time to time, which need not be in the State of Formation. The initial principal office of the Company shall be at 3280 Peachtree Rd NE, 7th Floor, Atlanta, GA 30305. The Company may change the principal office or have such other offices as the Member may designate from time to time.

2.05 Purpose. The purpose of the Company is to engage in any activity that limited liability companies may engage in under the Act.

2.06 Term. The Company commenced its existence on the Formation Date and shall have perpetual existence unless sooner terminated in accordance with the provisions of the Act or this Agreement.

2.07 Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, except to the extent required under the Act with respect

to amounts distributed to the Member at a time when the Company was insolvent or rendered insolvent by virtue of the distribution.

ARTICLE III THE MEMBER

3.01 The Member. The Member has executed this Agreement as of the Effective Date and is hereby admitted to the Company as a Member. As of the Effective Date, the Company hereby issues to the Member, and the Member is the sole owner of, all of the authorized limited liability company interests of the Company.

3.02 Additional Members. The Member may not admit additional members to the Company unless and until this Agreement is amended and restated or another operating agreement which supersedes this Agreement is entered into between the Member and such new member(s).

ARTICLE IV PROFITS AND LOSSES

4.01 All profits and losses of the Company shall be allocated to the Member. Distributions of cash or property shall be made from the Company to the Member at such times as the Member may determine, subject to the Act and applicable law.

ARTICLE V MANAGEMENT

5.01 Management of the Company.

(a) The powers of the Company shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction and control of, the Member. The Member may, but shall not be required to, designate one or more managers, officers or other agents who shall have such duties and shall perform such functions as may be delegated to them by the Member. The Member shall always retain the authority to make management decisions notwithstanding any delegation of duties by the Member to any manager, officer, employee or agent.

(b) The Member shall have the authority to act for and bind the Company and any person dealing with the Company shall be entitled to rely upon the Member's authority to act without further inquiry. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Formation.

5.02 Officers. The Member may designate employees of the Company or such other individuals as officers of the Company (the "Officers") as it shall deem necessary or desirable

to carry on the business of the Company. The Officers are not “managers” (within the meaning of the Act) of the Company, but the Member may delegate to such Officers such power and the authority as the Member deems advisable. Any Officer may be removed as an Officer by the Member, with or without cause; provided, however, that any such removal shall not effect such Officer’s rights under his or her employment agreement with the Member or the Company, if any. Each of the Officers of the Company, acting individually, shall have the right, power and authority, as may be delegated or authorized by the Member from time to time (i) to supervise, control and the transact the day-to-day business and affairs of the Company, (ii) to act for or on behalf of the Company, (iii) to bind the Company, and (iv) to execute in the name of the Company and on behalf of the Company any contracts, deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Member has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Member to some other officer or agent of the Company. The Member shall always retain the authority to make management decisions notwithstanding any delegation of duties by the Member to an officer, employee or agent. Any Officer may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Member or until his or her earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Member. Any Officer may be removed by the Member with or without cause at any time, subject to the terms of their respective employment agreements with the Member or the Company, if any. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Member.

5.03 Liability of the Member. The Member (and its members, managers, directors, officers, employees and agents (collectively, the “Representatives”)) shall not be liable, responsible or accountable in damages or otherwise to the Company, any past, present, or future member of the Company, or third parties for (i) the performance of, or the omission to perform, any act or duty on behalf of the Company if, in good faith, such Person determined that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct, (ii) the termination of the Company and this Agreement pursuant to the terms hereof, and (iii) the performance of, or the omission to perform, any act on behalf of the Company in good faith reliance on advice of legal counsel, accountants or other professional advisors to the Company.

5.03 Indemnification. To the fullest extent permitted by law (as the same may be increased or expanded from time to time), the Company, its receiver or its trustee shall indemnify, defend and hold harmless the Member (and its Representatives) (each, an “Indemnified Party”) from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys’ fees) arising from or related to, the Company or any act or omission of the Indemnified Party on behalf of the Company (exclusive of acts taken as an independent contractor for the Company), and amounts paid in settlement of any of the foregoing, provided that the same were not the result of fraud, gross negligence, or willful or intentional misconduct on the part of the Indemnified Party against whom a claim is asserted. The Company shall advance to the Indemnified Party the costs of defending any claim, suit or action against the Indemnified Party if the Indemnified Party undertakes to repay the funds advanced, should it later be determined that the Indemnified Party is not entitled to indemnification under this Section 5.03. Any amendment, repeal, or modification

of the provisions of this Section 5.03 shall not adversely affect any right or protection of any Indemnified Party or other person existing at the time of such amendment, repeal or modification.

5.04 Conflicts of Interest. Subject to the other express provisions of this Agreement, the Member, at any time and from time to time, may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company the right to participate therein. The Company may transact business with the Member or a party related to the Member.

ARTICLE VI TRANSFER

6.01 Transfer.

(a) The Member may Transfer its Membership Interest, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision or action of or by the Member granted by this Agreement or the Act, either voluntarily or involuntarily by operation of law.

(b) Upon the assignment by a Member of its entire Membership Interest, the transferee shall be admitted to the Company as a Member upon the completion of the assignment without further action (and all references in this Agreement to the "Member" shall thereafter refer to the transferee). The Member and the transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such assignment and to confirm the agreement of the transferee to be bound by the provisions of this Agreement (including this Article VI).

(c) A Transfer (other than as a pledge, security interest or other lien) of part of a Member's Membership Interest that results in the Company having more than one Member shall not be effective unless and until another operating agreement is entered into between or among all of the Persons who are to become Members (except for rights to indemnification under Section 5.03, which rights shall be deemed to survive any permitted Transfer).

6.02 Effect of Disposition. Following any permitted Transfer of the Member's entire Membership Interest (other than a Transfer as a pledge or security interest), the Member shall cease to be a Member of the Company and shall have no further rights as a Member of the Company.

ARTICLE VII DISSOLUTION/LIQUIDATION

7.01 Dissolution. The Company shall be automatically dissolved and its affairs shall be wound up on the first to occur of the following: (a) at any time upon the written consent of the Member or (b) ninety (90) days after the date upon which the Company has no Member,

unless within that ninety (90) day period a Member has been admitted to the Company pursuant to the Act.

7.02 Liquidation.

(a) Upon a dissolution of the Company requiring the winding-up of its affairs, the Member shall wind up the Company's affairs. The assets of the Company shall be sold within a reasonable period of time to the extent necessary to pay or provide for the payment of all debts and liabilities of the Company, and may be sold to the extent deemed practicable and prudent by the Member.

(b) The net assets of the Company remaining after satisfaction of all such debts and liabilities and the creation of any reserves under Section 7.02(c), shall be distributed to the Member.

(c) The Member may withhold from distribution under this Section 7.02 such reserves which are required by applicable law and such other reserves for subsequent computation adjustments and for contingencies, including contingent liabilities relating to pending or anticipated litigation or to Internal Revenue Service examinations. Any amount withheld as a reserve shall reduce the amount payable under this Section 7.02. The unused portion of any reserve shall be distributed (with any interest earned thereon) pursuant to this Section 7.02 after the Member shall have determined that the need therefor shall have ceased.

(d) If there is no Member at the time of the winding up of the affairs of the Company under this Section 7.02, all references to "the Member" herein shall be deemed to be references to a liquidating trustee (the "Liquidating Trustee") selected by the personal representative, successor or assignee of the Member. The Liquidating Trustee shall be subject to the benefits of Sections 5.02 and 5.03 as if the Liquidating Trustee was the Member.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FORMATION, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE, CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE LAWS OF ANOTHER STATE.

8.02 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Company, and its successors and assigns, and the Member and its successors and assigns.

8.03 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby. Neither the failure of nor any delay on the part of any party hereto in exercising any right, power or privilege hereunder shall preclude other or further exercise

thereof; nor shall any waiver of any right, power, privilege or default hereunder constitute a waiver of any right, power, privilege or default or constitute a waiver of any other default of the same or of any other term or provision.

8.04 Entire Agreement. This Agreement (including the exhibit attached hereto) supersedes any and all other understandings and agreements, either oral or in writing, between the Member and the Company with respect to the Membership Interest and constitute the sole and only agreement between the Member and the Company with respect to the Membership Interest.

8.05 Notice. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include facsimile or e-mail of a portable document format (PDF) file) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to the Member at its address specified in the Company's books and records.

8.06 Remedies. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

8.07 Membership Interests Certificates. The Company is hereby authorized, but is not required, to issue certificates representing the ownership of Membership Interests in the Company in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed and adopted this Operating Agreement as of the Effective Date.

SOLE MEMBER:

DIMENSION NY 1 LLC

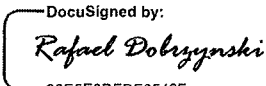
By: 
93E6E9DF8646F...
Name: Rafael Dobrzynski
Title: Authorized Person

EXHIBIT A DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

“Act” means the New York Limited Liability Company Law and any successor statute, as amended from time to time.

“Agreement” means this Operating Agreement, as it may be amended, modified and/or restated from time to time.

“Member” means the Person executing this Agreement as the sole member or any Person hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any Person who has ceased to be a Member of the Company.

“Membership Interest” shall mean the interest of the Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision or action of or by the Member granted by this Agreement or the Act.

“Person” means an individual, corporation, association, partnership, joint venture, limited liability company, estate, trust, or any other legal entity.

“Transfer” shall mean, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, gift, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, give or otherwise dispose of.

EXHIBIT C
CERTIFICATE OF GOOD STANDING
RELATING TO THE COMPANY

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROSSANA ROSADO, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: MARTINSBURG CSG LLC
DOS ID Number: 6265635
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Entity Status: EXISTING
Date of Initial Filing with DOS: 08/23/2021

Statement Status: CURRENT
Statement Due Date: 08/31/2023

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State,
at the City of Albany, on August 24, 2021 at 03:45 P.M.

ROSSANA ROSADO, Secretary of State



By Brendan C. Hughes
Executive Deputy Secretary of State



Authentication Number: 10000274556 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ccorp.dos.ny.gov>

EXHIBIT D

RESOLUTION OF THE MEMBERS OF THE COMPANY

WRITTEN CONSENT OF SOLE MEMBER
(Martinsburg CSG LLC)

Dimension NY 1 LLC (“**Sole Member**”) is the sole member of Martinsburg CSG LLC, a New York limited liability company (the “**Company**”), and, as such, is the only individual or entity entitled to vote on the matters addressed in this Written Consent of Sole Member (this “**Consent**”), and, by signature below, evidences consent to and authorization of the Company to take or to have taken, as applicable, each and all of the following actions:

1. The acquisition of an interest in and the undertaking of the development of an approximately 2.158 MWac community solar farm on a portion of the certain parcel of land located at 6424 State Route 26, in the Town of Martinsburg, Lewis County, New York State (the “**Project**”).

2. The application to the County of Lewis Industrial Development Agency (the “**Agency**”) seeking certain economic assistance with the Project, which application the Agency accepted and approved. In furtherance of its receipt of such economic assistance from the Agency, the entry into certain agreements with the Agency as the Agency requires, upon such terms and conditions as the Company deems appropriate (collectively, together with any and all related agreements and documentation, the “**Agency Documents**”).

3. The entry into such other and further agreements as the Company deems necessary upon such terms and conditions as the Company deems appropriate with respect to the Project (collectively, the “**Ancillary Agreements**”).


4. The authorization of Sam Youneszadeh, individually and without the need of any other person, to execute and deliver any and all of the Agency Documents, the Ancillary Agreements, and any such other or further documents or agreements as may be necessary to effectuate the actions contemplated in this Consent. The execution and delivery of the same by Sam Youneszadeh is the enforceable and binding act and obligation of the Company.

5. The approval, ratification, and certification of any and all actions heretofore taken by the Company, the Sole Member, Sam Youneszadeh, or all other authorized agents on behalf of the Company in furtherance of the actions contemplated in this Consent.

6. The Sole Member may bind itself and execute and deliver this Consent electronically, including by electronic mail transmission as a portable document format .pdf file or any other electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com.

IN WITNESS WHEREOF, the Sole Member executed this Written Consent of Sole Member as of the 10 day of August 2022.

DIMENSION NY 1 LLC

By: 
Name: Rafael Dobrzynski
Title: CEO

(Signature Page –WC – Martinsburg CSG LLC)

EXHIBIT E

PENDING LITIGATION
AFFECTING THE COMPANY

-NONE -