

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

<p>JA LEE KAO,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">-v-</p> <p>ONYX RENEWABLE PARTNERS L.P., ORP JOINT HOLDINGS GP LLC, BLACK ONYX INVESTMENTS, LLC, BILAL KHAN, AND JONATHAN MAXWELL,</p> <p style="text-align: center;">Defendants.</p>

Index No. 654411/2021

Motion Seq. No. 005

**AFFIDAVIT IN SUPPORT
OF MOTION FOR REIMBURSEMENT
AND ADVANCEMENT OF
LEGAL FEES AND EXPENSES**

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

Ja Lee Kao, being duly sworn, deposes and says:

1. I am the Plaintiff in this action.
2. I obtained a *juris doctor* degree from Georgetown University School of Law in the year 2001.
3. I have been an attorney duly admitted to practice law in the State of New York since 2002.
4. I submit this affidavit in support of the attached Order to Show Cause seeking reimbursement and advancement of legal fees and expenses from Defendant Onyx Renewable Partners L.P. (“Onyx”).
5. From 2008 to 2015, I was an investment banker at Blackstone Advisory Partners (“BAP”), a subsidiary of Blackstone Inc. (“Blackstone”), last holding the position of Managing Director. While at BAP, I was the second most senior female investment banker in BAP and the

only woman promoted internally to the position of Managing Director within BAP. My specialty was tax-related transaction structuring and I focused on renewable energy investments in my last several years at BAP.

6. From 2014 to February 2021, Onyx was 100% capitalized by funds managed by Blackstone. Blackstone is the largest alternative asset investment firm in the world with over \$700 billion of assets under management.

7. I served as Onyx's investment banker from the time Onyx was formed until I departed BAP in 2015. As part of my advisory services, I worked on structuring tax equity for Onyx and certain other initiatives to help Onyx to launch.

8. After a series of discussions with principals at Blackstone, I was asked and agreed to join Onyx as its President.


9. I negotiated an Employment Agreement with the Chief Executive Officer of Onyx (the "Employment Agreement").

10. As a condition of my employment, I required that I not be subject to post-employment restrictive covenants if I were to leave Onyx, whether voluntarily or involuntarily. I was not compensated in a manner compared to my prior position that made these restrictions acceptable to me, and having experience being employed by the investor, Blackstone, previously, I desired to have the ability to speak freely, compete, and solicit after my employment ended. The CEO agreed to my condition and the language in the Employment Agreement that provided I had no post-employment restrictive covenants.

11. Section 22 of the Employment Agreement provides that in connection with any dispute arising out of my Employment Agreement, the Partnership Agreement the MLP LLC Agreement, Onyx shall pay all of my legal fees and expenses.

12. I insisted on this provision, because knowing the deep pockets of Blackstone, which funded Onyx, this was the only way to provide a level playing field if a dispute were to arise with respect to my employment or my rights under the Onyx limited partnership agreement or the management carry equity I was promised to receive.

13. To date, I have incurred substantial legal fees and expenses as a result of the underlying dispute arising out of my Employment Agreement.



JA LEE KAO

Sworn to before me this
3rd day of February, 2022


Notary Public

ERIN TROSTLE
NOTARY PUBLIC - STATE OF NEW YORK
No. 01TR6401812
Qualified in Westchester County
My Commission Expires December 16, 2023