

HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (the "Host Community Benefit Agreement") is dated as of the ___ day of _____ 2026 (the "Effective Date"), by and between the Town of New Haven, a municipal corporation of the State of New York, with offices at 4279 State Route 104, Oswego, NY 13126 (the "Town"), and NY USLE County Rd 6 I LLC, (the "Company") a New York Limited Liability Company duly organized and validly existing under the laws of the State of New York, with offices at 8 British American Blvd., Floor 2, Latham, NY 12110.

WITNESSETH:

WHEREAS, the Company is developing or shall develop a 3.0 MWAC "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(b) at 2824 County Route 6, Parcel I.D 150.00-01-45.01 ("Property") in the Town (the "Project");

WHEREAS, the Company intends to enter into an agreement respecting the Project making provisions for payments in lieu of taxes (the "PILOT Agreement") by the Company with each individual taxing jurisdiction or with the County of Oswego Industrial Development Agency (the "IDA") for the benefit of the Town, Oswego County (the "County"), and the Mexico Central School District (i.e. the individual taxing jurisdictions);

WHEREAS, the Company recognizes that the Project will impact the surrounding community, particularly the Town, more specifically that, during the development, construction, and long-term operation of said Project, the Town may incur expenses in connection with its "police powers";

WHEREAS, in consideration for the impacts on the community with respect to the Project, the Company has agreed to pay a Host Community Benefit Fee (as such term is defined in Section 2.1 below) to the Town, as set forth within this Host Community Benefit Agreement in addition to payments made pursuant to a PILOT Agreement; and

WHEREAS, the Town and the Company wish to memorialize the terms and conditions associated with the payment of the Host Community Benefit Fee and are entering into this Host Community Benefit Agreement for that purpose.

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

Article I - Representations and Covenants.

Section 1.1. Representations and Covenants of the Town.

The Town makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Town has the power to enter into this Host Community Benefit Agreement and the transaction contemplated by this Host Community Benefit Agreement and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Host Community Benefit Agreement.

(b) The Town has been duly authorized to execute and deliver this Host Community Benefit Agreement.

(c) Neither the execution and delivery of this Host Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Host Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Town is a party or by which it is bound, or will constitute default under any of the foregoing.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is duly organized and validly existing under the laws of the State of New York, has the authority to enter into this Host Community Benefit Agreement and has duly authorized the execution and delivery of this Host Community Benefit Agreement.

(b) Neither the execution and delivery of this Host Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Host Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, a violation of any applicable law, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) To the knowledge of the Company, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public board or body pending to which the Company is a party, nor has the Company received written notice of any such threatened action, suit, proceeding, inquiry or investigation, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Host Community Benefit Agreement.

Article II - Payee/Payment of Host Community Benefit Fee.

Section 2.1.

(a) *Host Community Benefit Fee.* In consideration for the potential impacts on the community with respect to the Project, the Company agrees to make a one-time payment in the amount of **\$50,000.00** (the "Host Community Benefit Fee").

- a. The Company shall pay the Host Community Benefit Fee within thirty (30) days following the date the Project achieves commercial operation.
 - i. The term "commercial operation" shall mean the later of when the Project has (i) been issued a certificate of completion or equivalent close out of the building permit by the Town, or (ii) commenced generating electricity (excluding any electricity generated during start-up and commissioning of the Project) and delivering such energy to the local utility grid for sale.
 - ii. For avoidance of doubt, the effective date of any notice of commercial operation to the interconnection utility and/or the NY Independent System Operator shall be deemed to correspond to the delivery of energy to the local utility grid.
 - iii. Company will provide a copy to the Town, pursuant to the notice provisions of Section 4.2, on all relevant correspondence and/or notice to the interconnection utility and/or the NY Independent System Operator concerning the commercial operation date for the Project.

(b) *Notice: Cure.* In the event the Company fails to pay the Host Community Benefit Fee by the date due under this Host Community Benefit Agreement (a "Monetary Breach"), the Town Board shall provide written notice of the alleged Monetary Breach specifying the details of the alleged Monetary Breach and the amount due. The Company shall cure any Monetary Breaches within thirty (30) days after receipt of such notice.

(c) *Late Payment: Fees.* In the event that the Company fails to cure a Monetary Breach within the cure period prescribed by Section 2.1(b), late fees shall be assessed at a rate of one percent (1.0%) per month for any portion of the Host Community Benefit Agreement that is unpaid. Late fees shall accrue in accordance with this section without further notice from the Town.

(d) *Use of Funds; Public Purposes.* The parties agree and acknowledge that the Host Community Benefit Fee payments made hereunder are voluntary and shall be used for any lawful, public purposes to be undertaken by the Town. The Host Community Benefit Fee revenues paid by the Company to the Town are to be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and infrastructural improvements to be provided as a result of the Project's presence within the Town.

Article III - Termination.

Section 3.1. This Host Community Benefit Agreement shall terminate upon the earlier of (a) full payment of all Host Community Benefit Fees to the Town due under the terms and conditions of this Host Community Benefit Agreement, or (b) the written agreement of the parties hereto that the Agreement shall be terminated

Article IV - Miscellaneous.

Section 4.1. This Host Community Benefit Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

Section 4.2. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered by overnight courier or mailed first class, postage prepaid, as follows:

To the Town:

Town of New Haven
4279 State Route 104
Oswego, NY 13126
Attention: Town Supervisor

With a copy to:

Town Counsel and/or Planning Attorney

To the Company:

NY USLE County Rd 6 I LLC
8 British American Blvd., Floor 2,
Latham, NY 12110

With a copy to:

Barclay Damon LLP
Attn: Stephen M. Almy
80 State Street
Albany, New York 12207

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

Section 4.3. This Host Community Benefit Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in or for Oswego County, New York.

Section 4.4.

(a) The obligations and agreements of the Town contained herein shall be deemed the obligations and agreements of the Town, and not of any trustee, officer, agent or employee of the Town or in an individual capacity; and the trustees, officers, agents and employees of the Town shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

(b) The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent or employee of the Company in his individual capacity, and the members, officers, agents and employees of the Company shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

Section 4.5. The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under any applicable law, rule or regulation ("Applicable Law") by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Host Community Benefit Agreement or Applicable Law.

Section 4.6 ASSIGNMENT BY TOWN.

The Town may transfer or assign any of its rights under this Host Community Benefit Agreement, provided that such transfer or assignment is due to a Town-related financing transaction, without the prior written consent of the Company. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties, subject to the Company's approval of the forms of such documents.

Section 4.7 ASSIGNMENT BY COMPANY

The Company may: (a) assign this Host Community Benefit Agreement to any (i) purchaser or successor in and to the Project, (ii) affiliate or subsidiary of the Company that is controlled by, controlling, or under common control with the Company and is then the owner of the Project, or (iii) persons or entities providing financing for the Project ("Lender"), and such purchaser, affiliate, and Lender are collectively defined as a "Successor"), provided such Successor assumes and

agrees to be bound by this Host Community Benefit Agreement by executing and submitting to the Town a notice of assignment and assumption of this Host Community Benefit Agreement, and may (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Host Community Benefit Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a "Lender's Lien"). A Lender shall have the absolute right to: (a) assign its Lender's Lien; (b) take possession of and operate the Project or any portion thereof solely in accordance with the Company's rights under this Host Community Benefit Agreement (and subject to the Company's obligations under this Host Community Benefit Agreement) and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Host Community Benefit Agreement, subject to the Town's reasonable approval of the forms of such documents. In the event this Host Community Benefit Agreement is assigned to a Successor and the Town consents to the assignment, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations. Subject to the requirements set forth herein, nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

[Signature Page to Host Community Benefit Agreement]

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

TOWN

TOWN OF NEW HAVEN
4279 State Route 104
Oswego, NY 13126

By: _____
Name: _____
Title: Town Supervisor

COMPANY

NY USLE COUNTY RD 6 I LLC
8 British American Blvd., Floor 2,
Latham, NY 12110

By: _____
Name: _____
Title: Authorized Signatory