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HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (the "Host Community Benefit Agreement") is dated as of the 9th day of November 2026 (the "Effective Date"), by and between the Town of Pendleton, a municipal corporation of the State of New York, with offices at 6570 Campbell Boulevard, Lockport, New York (the "Town"), and Donner Road Storage, 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 101 Summer Street, Boston, MA, 02110.

W I T N E S S E T H:

WHEREAS, the Company is developing or shall develop a 4.895 MWAC "Electric Energy Storage System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(m) at 5960 Donner Road, Lockport, 14094, Parcel I.D 137.00-2-21 ("Property") in the Town (the "Project");

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 the Host Community Benefit Fee (as such term is defined in Section 2.1 below) to the Town, consisting of the Construction Commencement Payment and, if triggered, the IDA Benefit Payment, as set forth within this Host Community Benefit Agreement in addition to payments made pursuant to a PILOT Agreement; and

WHEREAS, the Company has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar, Wind, or Certain Other Energy Systems demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, for the duration of the applicable exemption, the Project will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

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:

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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.

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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 pay to the Town the following amounts (collectively, the "Host Community Benefit Fee"): (i) a payment in the amount of **$150,000.00** (the "Construction Commencement Payment"), payable upon commencement of construction of the Project; and (ii) an additional payment in the amount of **$100,000.00** (the "IDA Benefit Payment"), payable if the Project obtains any financial assistance from the County of Niagara Industrial Development Agency (the "Niagara County IDA"), including without limitation any payment-in-lieu-of-tax agreement, sales and use tax exemption, mortgage recording tax exemption, or other benefit, exemption, or abatement of any kind ("IDA Financial Assistance").

a. The Company shall pay (i) the Construction Commencement Payment within thirty (30) days following the date on which commencement of construction of the Project occurs, and (ii) the IDA Benefit Payment the later of (y) within thirty (30) days following the date on which the Project obtains any IDA Financial Assistance, whether by execution of a PILOT agreement, issuance of a sales and use tax exemption letter, closing of a transaction involving the Niagara County IDA, or other written confirmation that IDA Financial Assistance has been approved or obtained, whichever occurs first or (z) within thirty (30) days following the date on which commencement of construction of the Project occurs.

    i. The term "commencement of construction" shall mean the date on which the Company or its contractors first undertake physical site work on the Property in furtherance of the Project, including grading, excavation, foundation work, or installation of racking, equipment, or fencing, but excluding surveying, tree clearing of less than one (1) acre, environmental testing, and other preconstruction due diligence activities. Company will provide written notice to the Town within ten (10) business days of commencement of construction of the Project.

    ii. 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, the NY Independent System Operator, and/or the Niagara County IDA concerning the commencement of construction and any IDA Financial Assistance for the Project.

(b) *Notice: Cure.* In the event the Company fails to pay the Construction Commencement Payment or the IDA Benefit Payment, as applicable, 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 Breach within fifteen (15) days after receipt of such notice.

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(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), interest and late fees shall be assessed at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, if lower, on the unpaid amount of the Construction Commencement Payment or the IDA Benefit Payment, as applicable, calculated from the original due date of such payment until paid in full. Late fees shall accrue in accordance with this section without further notice from the Town and are in addition to, and not in lieu of, any other remedy available to the Town under Section 2.1(e) or otherwise at law or in equity.

(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.

(e) *Events of Default; Remedies*. In addition to a Monetary Breach under Section 2.1(b), it shall constitute an event of default under this Host Community Benefit Agreement (an "Event of Default") if the Company materially breaches any other representation, covenant, or obligation under this Host Community Benefit Agreement and fails to cure such breach within thirty (30) days after written notice thereof from the Town specifying the details of the alleged breach, or, if such breach cannot reasonably be cured within thirty (30) days, if the Company fails to commence a cure within such period and thereafter diligently pursue such cure to completion. Upon the occurrence of an Event of Default, the Town shall be entitled to pursue any and all remedies available at law or in equity, including, without limitation, an action for specific performance, injunctive relief, and/or money damages, all of which remedies shall be cumulative and not exclusive of one another or of any other remedy provided under this Host Community Benefit Agreement.

(f) *Attorneys' Fees*. In the event either party commences an action or proceeding to enforce its rights or remedies under this Host Community Benefit Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in connection with such action or proceeding, in addition to any other relief to which it may be entitled.

Article III - <u>Termination.</u>

Section 3.1. This Host Community Benefit Agreement shall terminate upon the earlier of (a) full payment to the Town of the Construction Commencement Payment and, if triggered under Section 2.1(a)(ii), the IDA Benefit Payment, together with any accrued late fees or interest 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.

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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 Pendleton
6570 Campbell Blvd
Lockport, NY 14094
Attention: Town Supervisor

With a copy to:

Charles W. Malcomb
Hodgson Russ LLP
The Guaranty Building, 140 Pearl Street, Suite 100
Buffalo, NY 14202

To the Company:

Donner Road Storage, LLC
101 Summer Street, 2nd Floor,
Boston, MA 02110

With a copy to:

Barclay Damon LLP
Attn: Kevin McAuliffe
125 E. Jefferson Street
Syracuse, New York 13202

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 Niagara County, New York.

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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)

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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.

[REMAINDER OF PAGE LEFT BLACK; SIGNATURE PAGE FOLLOWS]

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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 PENDLETON
6570 Campbell Blvd.
Lockport, NY 14094

By: _____
Name: _____
Title: Town Supervisor

COMPANY

Donner Road Storage, LLC

By: Signed by: Chris Clark 60AAD1A510C9447...
Name: Chris Clark
Title: SVP