HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT** (the "*Agreement*") by and among the **TOWN OF ATHENS**, a municipal corporation existing under the laws of the State of New York, having offices at 2 First Street, Athens, NY 12015 ("*Athens*" or "*Town*") and **Flint Mine Solar, LLC**, a Delaware limited liability company, having offices at 575 Fifth Ave, 35th Floor, New York, NY 10017 (the "*Company*"). The Company and the Town may sometimes be referred to herein, individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Company was granted a Certificate of Environmental Compatibility and Public Need pursuant to Article 10 of the Public Service Law (the *"Certificate"*) from the New York State Board on Electric Generation Siting and the Environment (the "*Siting Board*"), Case No. 18-F-0087, ("*Article 10 Process*") to construct an up to 100 megawatt alternating current ("*MW-AC*") solar-powered electric generating facility in the Towns of Athens and Coxsackie, Greene County, New York, comprised of photovoltaic ("*PV"*) solar panels, buried and overhead collection lines, access roads, inverters, transformers, fencing, visual mitigation plan plantings, an electrical interconnection switchyard and substation, and associated appurtenances, equipment, facilities, and improvements, including potential energy storage (collectively the "*Project*"); and

WHEREAS, the Article 10 Process required the Company to identify the municipal officials responsible for reviewing and approving compliance with the New York State Fire Prevention and Building Code and Energy Conservation Code of New York State; and

WHEREAS, the Siting Board is not qualified to certify compliance with New York State Uniform Fire Prevention and Building Code; and

WHEREAS, the Town's Code Enforcement Officer and/or the Town's Engineer are qualified to certify compliance with the New York State Uniform Fire Prevention and Building Code and the Town has adopted and incorporated the New York State Uniform Fire Prevention and Building Code for administration into its local codes; and

WHEREAS, the Parties believe that their mutual interests will be served by this Agreement which specifies their respective rights, interests, and obligations relative to the Town's review and certification of the Project in accordance with the New York State Uniform Fire Prevention and Building Code and input related to visual mitigation; and

WHEREAS, in order to secure the benefits of the Project for the Town and its residents and memorialize the Company's commitments to avoid or otherwise mitigate certain potential impacts from the Project, the Parties believe that their mutual best interests will be served by the execution of this Agreement which specifies their respective rights, interests, obligations regarding operation and decommissioning of the Project**,** as well as visual mitigation.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
TERM

Section 1.1 Effective Date.

This Agreement will become effective (the "*Effective Date*") as of the date executed by the Party who signs last.

Section 1.2 Term.

The term of this Agreement shall cover the period from the Effective Date, through the completion of decommissioning activities described in Article IV of this Agreement (the "Expiration Date"), except that the term of Host Fee Payments shall commence as described in Section 2.8 and run through the termination of the PILOT Agreement ("Host Fee Term"), which is anticipated to be thirty (30) years from the Project's Commercial Operation Date ("COD") unless the PILOT Agreement is terminated sooner. Notwithstanding the foregoing, the Parties' obligations to defend and indemnify the other shall also survive the Expiration Date of this Agreement or any extension thereof for a period of two (2) years.

ARTICLE II
COMPLIANCE MONITOR; LIMITED MONITORING AND REPORTING REQUIREMENTS; REIMBURSEMENT OF REASONABLE COSTS AND LEGAL FEES; FEE ESCROW ACCOUNT

Section 2.1 Compliance Monitor.

Pursuant to 16 NYCRR 1001.31(c), the Company is obligated to pay for reasonable costs associated with the review, approval, inspection and compliance certification of work required to comply with, as applicable, the New York State Uniform Fire Prevention and Building Code and the Energy Conservation Code of New York State (collectively, the "*Applicable Codes*"), to the extent applicable to a utility-scale solar energy generation system. The Town may engage the services of a qualified independent engineer or engineering firm (the "*Engineer*") who shall be responsible for: (a) review of the Company's building plans for compliance with Applicable Codes, (b) recommending approval of building plans to the Company, subject to any changes to comply with the Applicable Codes, (c) assisting the Town Code Enforcement Officer ("*Town CEO*")and any of the representatives of the Town CEO with inspecting the Company's compliance with the Applicable Codes, and (d) certifying such compliance which shall be evidenced by the issuance of Certificates of Completion and Temporary Certificates of Completion. The scope of services associated with such work (the

"*Scope of Services*") may be performed by the Town CEO, any of the representatives of a Town CEO, the Engineer, or a combination of a Town CEO or Engineer (collectively, the "*Compliance Monitor*").

Section 2.2 Engagement of Engineer.

To the extent that the Town seeks to engage the services of an Engineer to assist with the completion of the Scope of Services, such selected firm must be a qualified independent engineering firm. The Town shall provide advance written notice to the Company of the selected firm and the amount of the quote to provide the Scope of Services. The Company shall have thirty (30) days after its receipt of such notice to advise the Town in writing of any reasonable objection to the engagement of such firm to serve as the Engineer. If the Company raises an objection, the Town and the Company agree to meet within ten (10) business days of receipt of the Company's notice to discuss the Company's concerns with the selected firm and potential substitute firms. The appointment of such Engineer shall be at the sole discretion of the Town.

Section 2.3 Reports.

The Compliance Monitor shall provide copies of his or her reports at the same time to the Company and the Town. To the extent that the Company disputes the findings of any reports of the Compliance Monitor, such disputes shall be resolved pursuant to the processes set forth in Article V.

Section 2.4 Reimbursement of Town's Reasonable Costs of Compliance Monitor and Legal Fees.

The Company shall provide funding for the Town to establish a Fee Escrow Account (as defined below) pursuant to Section 2.7 hereof and shall pay the Town (in the manner outlined in Section 2.5 below) for reasonable costs, fees and expenses paid to its external legal counsel, Engineer (if appointed, and/or the Compliance Monitor (the "*Reimbursable Costs*") incurred in connection with the Town's oversight of this Agreement during the pre-construction and construction phases, so long as the costs, fees and expenses incurred fall within the scope of work agreed to for the Compliance Monitor and/or Engineer.

Section 2.5 Reimbursable Costs.

The Company shall promptly reimburse the Town for all Reimbursable Costs as follows:

a. The Town shall submit monthly invoices to the Company for Reimbursable Costs incurred by the Town during the preceding month. The Town's invoices to the Company shall be supported by invoices that have been received by the Town from its external legal counsel, Engineer (if appointed) and the Compliance Monitor ("Consultant Invoices") even though not yet paid by the Town. The Company shall pay each invoice in

accordance with the process set forth in Section 2.7 below. If Company disagrees with any portion of an invoice, it shall pay the undisputed portion of the invoice, if any, and notify the Town in writing of the amount in dispute and the reason for its disagreement within the thirty (30) day period after receipt of the invoice, and pursue dispute resolution regarding those amounts, as outlined below. Company may at any time (including up to six months after the termination or expiration of this Agreement) audit or request reasonable additional supporting documentation for any invoice and the Town agrees to make its employees, consultants and agents available to answer Company's questions about invoices.

b. The Company and the Town agree to communicate expeditiously and in good faith with each other to resolve any such billing dispute. In the event of a dispute, the Company will meet with the Town to attempt to resolve the dispute. In the event the Parties are unable to resolve their dispute, the Parties shall first proceed with dispute resolution in accordance with Sections 2.7(f) and 5.1 hereof.

Section 2.6 Limitation of Section.

Nothing in this Agreement shall be read as making the Compliance Monitor the engineer for the Company or the engineer of record for the Project, nor in anyway limit the Company's obligation under New York law to use a licensed engineer where required.

Section 2.7 Fee Escrow Account.

a. ESTABLISHMENT OF CONSTRUCTION-PHASE FEE ESCROW ACCOUNT. The Town shall establish an account at a banking institution for the benefit of the Town ("*Fee Escrow Account*") at such time as the New York State Department of Public Service issues a "Notice to Proceed to Construction" to the Company. The Company shall deposit the sum of fifteen thousand dollars ($15,000.00) in the Fee Escrow Account within fifteen (15) business days after the Company's receipt of notice from the Town that it has established the account.

b. REPLENISHMENT OF CONSTRUCTION-PHASE FEE ESCROW ACCOUNT. Whenever the balance of the Fee Escrow Account falls below five thousand dollars ($5,000.00) and additional Reimbursable Costs are anticipated, the Company and its attorney shall be notified of the amount remaining in the Fee Escrow Account and, within fifteen (15) business days of such notification, the Company shall deposit an additional amount into the Fee Escrow Account to bring such Fee Escrow Account back up to a total of fifteen thousand dollars ($15,000.00), or such other amount as the Town and the Company shall mutually agree. In the event the Company fails to replenish the Fee Escrow Account within fifteen (15) business days after notification, the Town or their authorized representatives may direct the Compliance Monitor and attorney for the Town to cease all work on the Project until such payment is received from the Company.

c. INVOICES AND WITHDRAWALS. The Town will submit invoices for

Reimbursable Costs (except for any privileged portions of legal billings), to the Company, which will review the invoices and approve or dispute same in accordance with Section 2.7(e) below in advance of the next scheduled Town Board meeting, provided that such meeting occurs within at least ten (10) business days. Company approval shall not be unreasonably withheld. Upon approval by the Company, a voucher will be submitted to the Town Board and once approved, the Town Bookkeeper will thereafter be directed to disburse funds from the Fee Escrow Account to pay such invoices unless otherwise provided per this agreement. The Town will promptly provide the Company with invoices showing the amounts paid from the Fee Escrow Account.

d. Once all final charges against the construction-phase Fee Escrow Account have been paid, the remaining balance in the account, if any, shall be returned to the Company. Except, if the total amount paid does not exceed fifteen thousand dollars ($15,000.00) the Town shall be returned any monies up to fifteen thousand dollars ($15,000.00). The balance of the construction-phase Fee Escrow Account shall be returned to the Company, within thirty (30) days of the Company providing notice that it has achieved Commercial Operation (as defined in Section 2.8(a) herein).

e. A new decommissioning-phase Fee Escrow Account will be established by the Town upon receipt of a Notice of Decommissioning from the Company (where "*Notice of Decommissioning*" is defined as a written notice provided by the Company at least ninety (90) days prior to the Company's commencement of Decommissioning and Site Restoration activities), the terms of which shall substantially comply with the construction-phase Fee Escrow Account established for the pre-construction and construction phases under this Section. The decommissioning-phase Fee Escrow Account is intended to cover the Town's Reimbursable Costs associated with Decommissioning and Site Restoration. The balance of the decommissioning-phase Fee Escrow Account shall be returned to the Company within thirty (30) days of the Company providing notice it has completed decommissioning activities.

f. DISPUTES. In the event the Company disputes or objects to any item set forth in an invoice for Compliance Monitor costs, fees and expenses, or Legal Fees, the Company shall identify the disputed item and the basis for the dispute, in writing, in advance of the Town Board meeting following the Company's receipt of such invoice. The Company and the Town agree to communicate expeditiously and in good faith with each other to resolve any such billing dispute as promptly as possible. In the event the Parties are unable to resolve their dispute, the Parties may proceed with mediation or seek other relief in accordance with Article V hereof. The Company shall promptly pay any undisputed amount and the agreed upon or any mediated amount following resolution of any such dispute.

g. ANNUAL STATEMENTS. The Town shall provide annual Fee Escrow Account statements to the Company, together with an itemized accounting of monies disbursed from the Fee Escrow Account.

Section 2.8 Host Fee.

a. In addition to the Reimbursable Costs, the Company agrees to pay the Town a Host Fee equal to two hundred thousand dollars ($200,000.00) for each year in which the Project operates, beginning on the Commercial Operation Date and on every anniversary of the Commercial Operation Date for the 30-year duration of the PILOT Agreement, subject to a one and one half percent (1.5%) annual escalation during the period of this Agreement, starting on the first anniversary of the Commercial Operation Date. "*Commercial Operation Date*" occurs when electricity generated from Project is first delivered for sale to a utility customer or power purchaser (excluding electricity generated during testing). If a reduction of installed nameplate generation capacity occurs during the Term as a result of Decommissioning (including partial decommissioning) or repowering ("Installed Capacity"), the Host Fee amounts shall be reduced by the percentage reduction in the Installed Capacity of the Project (pro-rated for any partial year, with a credit if necessary against future Host Fees).

b. LATE PAYMENT. Any Host Fee not paid as of the date due shall be deemed late without any requirement of notice from the Town. Late fees shall be assessed at a rate of one half of one percent (0.5%) for the first month or a portion of a month due, and one quarter of one percent (0.25%) for each subsequent month or a portion of a month on the original amount outstanding, until the Host Fee is paid. Late fees shall be due within ten (10) days of receipt of written notice from the Town. Late payment of late fees shall be subject to the same charges as late payment of Host Fees.

c. SPECIAL DISTRICT TAX. In the event special *ad valorem taxes* charged to the Project ("*Special District Taxes*") exceed the amount of those taxes assessed in the first year of commercial operation plus a one and a one half percent (1.5%) escalation annually ("Baseline Special District Taxes"), then the Host Fee for such calendar year shall be reduced by the amount of the Special District Taxes paid by the Company over the Baseline Special District Taxes.

d. COOPERATION WITH APPLICATION FOR AGENCY ASSISTANCE. The Company has applied to the Greene County Industrial Development Agency (the "*Agency*") for financial assistance including real property tax, sales and use tax and mortgage recording tax exemption ("*Financial Assistance*") for the Project. The Town agrees to cooperate with the Company's application for Financial Assistance and entry into a Payment In Lieu of Taxes agreement with the Agency (the "*PILOT Agreement*").

e. INCREASE IN ASSESSED VALUE OF UNDERLYING LAND. In the event that the Town Assessor increases the assessed value of any underlying land in the Town based upon the fact that the Project is located on the land, the increase in the taxes paid, which may be on an annual basis, including Town, County, School and Special District Taxes, shall be a credit against the Host Fee. This does not include an increase in the taxes paid due to the elimination of agricultural exemptions or other exemptions on any underlying land in the Town based upon the fact that the Project is located on the land.

Section 2.9 One Time Payment.

In the event that the Town signs this Agreement prior to May 1, 2023, the Company shall make a one-time payment to the Town in the amount of one hundred twenty thousand dollars ($120,000.00) within thirty (30) days after the Effective Date.

ARTICLE III
SCOPE OF REVIEW AND APPROVAL OF BUILDING PLANS AND CERTIFICATES OF COMPLETION

Section 3.1 Compliance Monitor Notice.

The Compliance Monitor shall perform the Town's duties pursuant to this Article and any written notice given to the Compliance Monitor shall be deemed duly received by the Town, as applicable, for the purposes of this Agreement. In the event the Towns of Athens and Coxsackie jointly retain a Compliance Monitor for both Towns, written notice given to that Compliance Monitor shall be deemed duly received by both Towns.

Section 3.2 Prompt Review and Approval of Building Plans.

Except as provided herein, the Compliance Monitor will review and approve the Company's building plans within fifteen (15) calendar days after the Company's submission of same.

Section 3.3 Scope of Review.

The scope of the Compliance Monitor's review of the Project is limited to reviewing and approving, consistent with any limitations set forth in the Applicable Codes and to the extent applicable to a large-scale solar facility: (a) installation of PV panels, (b) inverters, (c) any operations and/or maintenance building(s), (d) visual mitigation plantings, and (d) substations, for compliance with Applicable Codes (each a "Reviewed Improvement"). The Scope of Services shall be further defined and limited by Exhibit A attached hereto.

Section 3.4 Completion Notice and Evaluation Period.

When the Company has completed installation of a Reviewed Improvement, it shall certify to the Compliance Monitor that it has done so and request that a Certificate of Completion be issued (the "*Completion Notice*"). The Compliance Monitor will by the end of the fifteenth (15th) calendar day following its receipt of a Completion Notice (the "*Evaluation Period*") issue either a Certificate of Completion (as defined below) or a Temporary Certificate of Completion (as defined below) as outlined in Section 3.5 and Section 3.6 hereof. If the Compliance Monitor does not issue a Certificate of Completion (as defined below) or a Temporary Certificate of Completion (as defined below) for any Reviewed Improvement for which a Completion Notice was provided to it, the Compliance Monitor shall deliver to the

Company a written list of all alleged deficiencies for any such improvement ("*Deficiency Notice*") by the expiration of the Evaluation Period. If the Company agrees with the Deficiency Notice (in part or in whole), it shall address the identified deficiencies it agrees with and deliver a new Completion Notice to the Compliance Monitor. To the extent of any Company disagreement with respect to items covered by a Deficiency Notice, the procedures of Section 3.7 shall apply.

Section 3.5 Certificate of Completion.

In the event the Compliance Monitor finds that a Reviewed Improvement has been constructed in accordance with Applicable Codes, it will issue to the Company a Certificate of Completion confirming that the Reviewed Improvement has been constructed in accordance with Applicable Codes (a "*Certificate of Completion*").

Section 3.6 Temporary Certificate of Completion.

a. If during the Evaluation Period the Compliance Monitor determines that a Reviewed Improvement was constructed in accordance with Applicable Codes except for certain outstanding conditions such as landscaping, restoration, or other items that cannot be completed due to weather or similar reasons, it will issue to the Company a temporary Certificate of Completion confirming that such Reviewed Improvement has been constructed in accordance with Applicable Codes and listing the outstanding conditions, if any, (a "*Temporary Certificate of Completion*"). A Temporary Certificate of Completion may be issued by the Town for a six-month period and renewed by the Town for up to six months at a time, as long as efforts are being made to complete compliance with all conditions. The Company shall cure the outstanding conditions as quickly as reasonably practicable.

b. When the Company has satisfied all outstanding conditions in accordance with Applicable Codes relative to Reviewed Improvement for which the Compliance Monitor has issued a Temporary Certificate of Completion, the Company shall submit a Completion Notice to such Town. In the event such Town finds that the Company has satisfied such conditions, it will issue to the Company, within fifteenth (15) business days after its receipt of the Completion Notice, a Certificate of Completion confirming that such Reviewed Improvement has been constructed in accordance with Applicable Codes.

Section 3.7 Disputes Regarding Certificates of Completion and Review of Plans for Reviewed Improvements.

a. If the Compliance Monitor does not agree that either a Certificate of Completion or Temporary Certificate of Completion should be issued for a Reviewed Improvement, at the Company's election, the Company and the Town, as applicable, in consultation with the Compliance Monitor, shall engage a third-party independent engineer, with strong preference given to engineers with solar project experience, to review the Company's Completion Notice and inspect the Reviewed Improvement in question. The cost

of the independent engineer shall be borne by the Company. The independent engineer shall have five (5) business days to complete its analysis. If the independent engineer is satisfied with the completeness of the Reviewed Improvement, the Compliance Monitor shall within five (5) business days issue a Certificate of Completion or Temporary Certificate of Completion. If the independent engineer is not satisfied with the completeness of the installation, the Compliance Monitor shall either issue a Temporary Certificate of Completion or the Company shall cure the indicated deficiencies as required by the independent engineer as quickly as reasonably practicable.

b. Any denial or approval with conditions of building plans, Certificate of Completion or a Temporary Certificate of Completion, shall be in writing and shall be issued prior to expiration of the Evaluation Period. The Company will have up to thirty (30) days to cure the indicated deficiency, and upon effecting the cure must submit a Completion Notice to the Compliance Monitor pursuant to Section 3.4, following which the Evaluation Period will begin.

ARTICLE IV
DECOMMISSIONING

Section 4.1 Decommissioning Agreement.

The Parties acknowledge that the Company shall be obligated to decommission and remove certain portions of the Facility at the end of its useful life ("***Decommissioning***"). Pursuant to the Certificate, Decommissioning and site restoration processes will be triggered if the Project has not generated electricity for a period of twelve (12) continuous months, unless (i) the 12-month period of no energy output is the result of a repair, restoration or improvement to an integral part of the Project that affects the generation of electricity and that repair, restoration or improvement is being diligently pursued by the Certificate Holder, or (ii) the Facility has been directed by the New York Independent Systems Operator ("***NYISO***") or interconnecting utility not to feed energy into the state's electric grid. Decommissioning of certain portions of the Facility or as a whole prior to the end of the useful life of the Project or prior to triggering events set forth in the Certificate shall be at the Company's sole discretion and the Company shall have no obligation to replace decommissioned panels or portions of the Facility.

Section 4.2 Restoration and Standard of Decommissioning

Decommissioning shall also involve site restoration activities ("***Restoration***") that are required pursuant to the Certificate. The standards of Decommissioning and Restoration will be set forth in the Final Decommissioning and Site Restoration Plan, which will be submitted as a compliance filing pursuant to the Certificate prior to the installation of PV panel arrays. The amount of the Decommissioning Security created for the Town will be based on the final Project layout and the costs will be allocated between the Towns of Athens and Coxsackie based on the estimated cost associated with the removal and restoration of the facilities located in each Town. No offset for project salvage value will be included in the calculation of the

estimate. The Company's responsibility for Restoration in the context of Decommissioning shall not extend beyond the requirements of the Decommissioning and Site Restoration Plan.

Section 4.3 Voluntary Decommissioning

If the Company determines to decommission all or a portion of the Facility, it shall so notify the Town Supervisor in writing (a "*Decommissioning Notice*").

Section 4.4 Failure to Perform Decommissioning and Restoration

In the event the Company fails to perform necessary Decommissioning activities and the Town, in its sole yet reasonable discretion and/or in accordance with the Certificate issued to the Company by the Siting Board, and any amendments or subsequent orders related thereto, carries out such Decommissioning activities in accordance with the terms of the final Decommissioning and Site Restoration Plan, the Company hereby acknowledges and agrees that it will use its commercially reasonable efforts to ensure the Town has the necessary access rights to carry out such Decommissioning, including granting the involved Town the right to use the Company's easements and access rights to carry out any Decommissioning the Town has a right to conduct, for the limited lands not owned in fee by the Company; *provided, however*, that the Town's rights as granted herein shall be concurrent with and derived from the Company's rights set forth in, and shall be subject to the terms of, the agreements originally granting the Company such easement or access rights. The Company shall ensure its access rights or easements to any portion of the Project do not expire until Decommissioning and Restoration of the site have been completed. The Company further asserts that they have a right under their agreements with landowners to assign any portion of the agreement to the Town for purposes of carrying out Decommissioning activities. In the event the Company fails to perform necessary Decommissioning activities, the Company agrees to assign said rights without delay in the event the Town in its sole, yet reasonable discretion, has to carry out Decommissioning activities in accordance with the Certificate and/or any Order of the Siting Board.

Section 4.5 Expense of Decommissioning

In the event the Town, in its sole, yet reasonable discretion, has to carry out Decommissioning activities, the Town and their contractors and sub-contractors shall be entitled to indemnification from the Company for expenses reasonably incurred by the Town in connection with Decommissioning. Funds for such activities shall be recoverable from the Decommissioning Security.

Section 4.6 Decommissioning Security

a. ESTABLISHMENT OF DECOMMISSIONING SECURITY. The Decommissioning and Site Restoration Plan will require the Company to provide to the Town with financial security for Decommissioning ("*Decommissioning Security*"). The Decommissioning Security shall be a letter of credit from a financial institution on behalf of

the Company in an amount set forth in the final Decommissioning Plan, which shall adhere to the requirements of Condition 39 to the Flint Mine Solar Article 10 Certificate Order. The amount of the Decommissioning Security will depend upon the percentage of Facility components installed in the Town, provided however, the amount shall be based upon the cost figures set forth in the Decommissioning Plan and shall not take into account the net salvage value of any such Facility components. Company will ensure the Decommissioning Security is in place prior to the installation of PV modules, in accordance with the Certificate; the Decommissioning Security will remain active until Facility decommissioning. Furthermore, Company will update the decommissioning estimate after the first year of Facility operation, and every fifth year thereafter.

b. Use of Decommissioning Security. The Town shall have immediate and unrestricted access to the Decommissioning Security for the purpose of carrying out and completing Decommissioning whenever the Company fails to do so as required by this Agreement, provided that the trigger for decommissioning set forth in Certificate Condition 39(f) has been reached. The Town is deemed to be the intended beneficiary of the Decommissioning Security.

c. Expiration. The Company, its successors and assigns shall maintain the Decommissioning Security continuously throughout the Term and beyond termination of the Term until Decommissioning is complete.

d. Bankruptcy. The Decommissioning Security established by this Agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding.

ARTICLE V
DISPUTE RESOLUTION

Section 5.1 Dispute Resolution.

Except as provided in Section 3.7, in the event of a dispute concerning compliance with this Agreement, the Company and the Town agree that they will engage in alternative dispute resolution in the form of non-binding mediation with a mutually selected mediator. Notwithstanding the foregoing, the Parties recognize that under rare circumstances certain disputes are not amenable to mediation. In the event that either Party determines to proceed with resolution of such a dispute through judicial litigation, this agreement to submit disputes to mediation will not be used against any Party in the judicial forum.

ARTICLE VI
TERMINATION

Section 6.1 Termination.

Except as otherwise provided in this Agreement, the Company may elect, in its sole and

absolute discretion, to immediately suspend any and all payments hereunder or terminate the Agreement, if:

a. prior to the Construction Commencement Date,

1. the Company determines that the Project would be uneconomic and provides written notice to the Town that it no longer intends to construct the Project.

b. following the Construction Commencement Date,

1. if the Town modifies or adopts regulations governing construction or operation of the Project, or otherwise imposes a requirement, restriction or condition on construction or operation of the Project, that is reasonably demonstrated to materially interfere with construction or operation of the Project or which is reasonably demonstrated to require the Company to change its construction or operations to the detriment of it or the Project, or

2. the Siting Board rescinds or modifies, or a court of competent jurisdiction or legislation is passed by the New York State Legislature that effectively rescinds or modifies, the terms and conditions of the Certificate in a manner that is reasonably demonstrated to materially interfere with construction or operation of the Project or which requires the Company to change its construction or operations to the detriment of it or the Project.

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.1 Default.

Any one or more of the following events shall constitute a default under this Agreement, and the term "*Default*" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by any Party to make any payment or reimbursement due under the terms of the Agreement when due and payable, and such failure continues for thirty (30) days after receipt by the non-paying Party of written notice of such failure from the affected Party.

b. Any representation or warranty made by a Party in this Agreement, or in any report, certificate, financial statement, or other instrument furnished at any time under or in connection with this Agreement, which shall prove to have been false, misleading, or incorrect in any material respect as of the date made.

c. Failure by a Party to comply with any covenant, agreement, or obligation contained in this Agreement, and such failure continues for thirty (30) days (or such longer period as the Parties may agree in writing if such failure is not susceptible of cure within such thirty (30) day period) after receipt by the non- compliant Party of written notice of such failure from the affected Party.

d. The Company's:

i. application for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property;

ii. admission in writing of its inability to pay its debts as such debts become due;

iii. making of a general assignment for the benefit of its creditors;

iv. commencing a voluntary case under the United States Federal Bankruptcy Code (as now or hereafter in effect);

v. filing of a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; or

vi. failure to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under the United States Federal Bankruptcy Code.

e. The institution of a case or proceeding against the Company in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up or composition or readjustment of debts of the Company; or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of the Company or of all or any substantial part of its assets, unless such proceeding or case is dismissed within sixty (60) days thereafter.

Section 7.2 Notice of Default.

In any case where any Party is claimed to have Defaulted, any non-defaulting Party negatively impacted by the claimed Default shall provide written notice to the defaulting Party within fifteen (15) business days after such Default ("*Notice of Default*"). Each monetary Notice of Default shall state the amounts, to the extent known, of any payments that are then claimed to be in Default.

Section 7.3 Company Right to Cure.

For any claimed monetary Default, the Company shall have the right to cure any such Default and must cure such Default within thirty (30) business days of the Default. Except as provided

in Section 3.7, for any claimed non-monetary Default, the Company shall have the right to cure any such Default and must cure such Default within thirty (30) days of its receipt of a Notice of Default, unless such Default is not capable of cure within thirty (30) days, in which event the Company may request an extension of the cure period, which extension shall be granted by the non-defaulting Party impacted by the claimed Default so long as the Company has commenced a cure and proceeded diligently to effect such cure. The non-defaulting Party impacted by the claimed Default may extend the time to cure in its discretion.

Section 7.4 Town's Right to Cure.

The Town shall have the right to cure any Default by it and must cure all such Defaults within thirty (30) days of their receipt of the notice unless such Default is not capable of cure within thirty (30) days, in which event the Company shall give the Town an additional thirty (30) days to cure provided the involved Town has commenced a cure and proceeded diligently to effect such cure. If the Town fails to cure such Default within the time allowed, the Company's payment obligations under this Agreement shall be suspended to such Town until such Default is cured; *provided, however*, that the Company shall deposit such suspended payments with an escrow agent mutually selected by the Parties, with such amounts to be released from such escrow once the Default is cured.

Section 7.5 Exercise of Remedies.

Upon the occurrence of an uncured Default as specified under this Agreement, the affected non-Defaulting Party may, at its sole discretion, elect to: (a) seek specific performance by the Defaulting Party of any obligation the Defaulting Party has failed to discharge through dispute resolution pursuant to Section 4.1 of this Agreement, (b) seek payment by the Defaulting Party of any amounts for which Default is claimed through dispute resolution pursuant to Section 6.1 of this Agreement, or (c) terminate this Agreement; *provided, however*, that prior to the exercise of any remedy hereunder, the non-Defaulting Party must have provided the Defaulting Party with any Notices of Default required herein. Remedies under this Agreement may only be pursued by Parties having provided any required Notice of Default and any such remedy shall only apply to the Party providing such Notice of Default. This Agreement shall continue and remain in full force and effect as to all Parties not involved in the claimed Default.

ARTICLE VIII
ASSIGNMENT

Section 8.1 Assignment.

a. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

b. Neither the Town nor the Company shall assign, transfer, or encumber this Agreement or any or all of its rights, interests or obligations under this Agreement without

the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the Town, the Town's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Company pursuant to this Agreement.

c. Company may, without the consent of the Town, delegate any or all of its rights, interests or obligations under this Agreement to (i) an affiliate, contractor or subcontractor of Company engaged to perform the work necessary to perform site preparation, construct, operate or decommission the Facility, and/or to perform repairs or other work necessary to effectuate this agreement; provided further that such delegee agrees in writing to be bound by the terms of this Agreement. Company or the delegee shall provide written notice of the delegation prior to delegee using the Roads pursuant to the terms of this Agreement.

d. Company may, without the consent of the Town, pledge, mortgage, or grant a security interest in, or collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to any lender or equity provider providing financing for the Solar Project as security for Company's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) (a "*Permitted Collateral Assignee*"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the Town shall, upon the request of Company, deliver to Company and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Company and the Permitted Collateral Assignee and which shall contain customary provisions.

ARTICLE IX
NOTICES

Section 9.1 Notices.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed or delivered to the Parties at the respective address set forth below:

To Town:	Town of Athens ATTN: Supervisor 2 First Street Athens, NY 12015
With a copy to:	The Law Offices of George McHugh 146 Main Street Ravena, NY 12143

To the Company:	Flint Mine Solar, LLC 575 Fifth Ave, 35th Fl. New York, NY 10017
With a copy to:	Young/Sommer LLC 5 Palisades Drive, Suite 300 Albany, NY 12205

In addition to being in writing and mailed or delivered, all such notices, demands, requests, consents, or other communications may also be communicated by electronic mail to any Party that has agreed in advance to receive notice in that manner and provided all other Parties an electronic mail address for receipt of notice, including the Town Clerk and the Town CEO. All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.1 No Waiver.

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 Default. Unless specifically stated, the selection of any specific remedy hereunder shall not be deemed an election of remedies limiting any Party's right to seek any other remedy otherwise allowed by this Agreement.

Section 10.2 Applicable Law and Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law's provisions in such state. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for Greene County.

Section 10.3 No Recourse; Special Obligation.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any elected or appointed public official, member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future elected or appointed public official, member, officer, director, official, agent, servant, employee, or affiliate of the

Parties.

Section 10.4 Entire Agreement.

This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written agreement signed by all of the Parties.

Section 10.5 Severability.

In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.

Section 10.6 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

Section 10.7 Headings.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

Section 10.8 Counterparts.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 10.9 Further Assurances.

From time to time and at any time after the effective date of this Agreement, each of the Parties, at their own expense, shall execute, acknowledge and deliver any further instruments, documents or other assurances reasonably requested by any other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by another Party to evidence or carry other the intent of or to implement this Agreement.

Section 10.10 Compliance with Law.

The Company agrees that the Project shall be constructed and operated in compliance with all applicable State and Federal law, rules, and regulations, and the Certificate and any conditions provided therein.

Section 10.11 Compliance with Local Laws.

The Town acknowledges that, to the extent the Siting Board Certificate Order waives provisions of the Town's local laws, the Company is not required to obtain any new or additional variances for the waived provisions from the Town related to the Facility or any changes made thereto as part of Final Engineering Design.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute and deliver this Agreement this 10 day of April, 2023.

TOWN OF ATHENS,
a municipal corporation

By: _____

Name: MICHAEL N. PIRRONE

Title: SUPERVISOR

Date: APRIL 10, 2023

FLINT MINE SOLAR LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Representative

Date: _____

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute and deliver this Agreement this ___ day of _____, 2023.

TOWN OF ATHENS,
a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

FLINT MINE SOLAR LLC,
a Delaware limited liability company

By: _____

Name: David Zwillinger

Title: Authorized Representative

Date: April 13, 2023

Exhibit A

Scope of Services of Compliance Monitor

The services provided by the Compliance Monitor in connection with the Project shall not duplicate or interfere with monitoring or compliance/enforcement activities undertaken by NYSDPS or NYSDEC. Rather, the Compliance Monitor's responsibilities are intended to be restricted to ensuring compliance with Applicable Codes, as described herein. The services that are subject to reimbursement by the Company shall be limited to the following:

1. Review of building plans as they relate to Reviewed Improvements for compliance with Applicable Codes, recommending approval, denial or modification of building plans for the Project, inspecting the construction work for compliance with Applicable Codes, and issuance of Certificates of Completion and Temporary Certificates of Completion for Reviewed Improvements.

2. Provision of witness and field testing of Reviewed Improvements relative to compliance with Applicable Codes.

3. Reviewing the Company's visual mitigation plantings for compliance with the Certificate.

The following conditions are understood to govern the Compliance Monitor's involvement in the review of plans for Reviewed Improvements and construction phases of the Project:

1. Neither the Town nor the Compliance Monitor will be responsible for construction means, methods or techniques, or choice of or source of supply for construction or landscaping materials.

2. Neither the Town nor the Compliance Monitor will be responsible for construction site safety.

3. The Town and the Compliance Monitor shall have no approval authority over the Project work and/or immediate comment participation unless the observation deals with public safety or building code or other compliance issues.

4. The Town and the Compliance Monitor shall have no approval authority over the Company's choice of labor or responsibility for monitoring Project labor.

5. The Compliance Monitor agrees to work within Project scheduling parameters established by the Company to the maximum extent possible, provided that reasonable advance schedule notification is received, and shall provide adequate staffing to enable review and approval of multiple site and contemporary Reviewed Improvements construction.

6. The Compliance Monitor is not an agent for or employee of the Company or an engineer of record for the Project, nor does the work of the Compliance Monitor in any way limit the Company's obligation under New York law to use a licensed engineer where required.