

Host Community Agreement
between the
Town of Macedon
and
Macedon CSG LLC, 3050 Peachtree Road, Suite 460, Atlanta, GA 30305

RELATING TO THE PREMISES LOCATED AT a portion of 2072 Walworth Road (aka 1945
Walworth Road), Tax I.D. 63112-00-621221 ("Property") in the Town of Macedon. HOST
COMMUNITY AGREEMENT
WITH MACEDON CSG LLC

This HOST COMMUNITY AGREEMENT is made as of the ____ day of _____, 2025 (this "Agreement") by and between Macedon CSG LLC, 3050 Peachtree Road, Suite 460, Atlanta, GA 30305, a domestic limited liability company (the "Company"), and the Town of Macedon (the "Town") a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 32 West Main Street, Macedon, NY 14502. The Company and the Town may sometimes be referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS, the Company plans to develop a solar energy generating project (herein the "Project") in the Town on a portion of 2072 Walworth Road (aka 1945 Walworth Road), Tax I.D. 63112-00-621221 ("Property") in the Town of Macedon; and

WHEREAS, in connection with the Project, the Company wishes to provide the Town with a Host Community Agreement to fund specific community goals of the Town, to be determined by the Town of Macedon Town Board, in its sole discretion; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

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 1
DEFINITIONS AND REPRESENTATIONS

DEFINITIONS:

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires. "Agreement" means this Host Community Agreement and any and all exhibits or schedules attached hereto.

"Parties" shall mean the Company and the Town.

"Project" shall mean the solar energy system owned by the Company in the Town to be located on a portion of 2072 Walworth Road (aka 1945 Walworth Road), Tax I.D. 63112-00-621221 ("Property") in the Town of Macedon.

"State" means the State of New York.

"Town Lump Sum" shall mean the one-time payment due under this Agreement to the Town.

REPRESENTATIONS AND WARRANTIES

Town Representations and Warranties.

The Town represents, warrants, and agrees as follows:

1. Existence and Good Standing. The Town is a validly existing political subdivision of the State of New York.
2. Approval and Authorization. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms. A copy of the Town Board's resolution approving this Agreement and authorizing its execution is attached hereto as Exhibit A.
3. The Town's receipt of payment under this Agreement shall constitute the funds to be used by the Town exclusively for specific community goals and purposes of the Town, to be determined by the Town Board, in its sole discretion (the "Fund"). The Fund may also be used for the acquisition of property for the above-stated purposes.

Company Representations and Warranties

The Company represents, warrants, and agrees as follows:

1. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, a validly existing limited liability company authorized to do business within the State of New York.
2. Approval, Authorization and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.
3. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.
4. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contains any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE II TERM

Effective Date.

This Agreement will become effective (the "Effective Date") upon the execution by the Company and the Town as of the date first written above.

Term.

The term of this Agreement shall commence with the Effective Date and continue until the payment due under Section III has been made in full.

ARTICLE III HOST COMMUNITY PAYMENT

Lump Sum Payment.

Payment. The Company shall make a one-time payment to the Town (the "Host Community Payment") in the total amount of \$20,000 per MWDC based on name plate capacity but in no case less than \$80,000.00. (the "Town Lump Sum"). In the absence of nameplate, DC output capacity shall be used.

Due Date. The Town Lump Sum shall be due and payable upon the issuance of a building permit from the Town for the Project.

Late Payment.

Any Host Community Payment 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 two percent (2%) for the first month or a portion of a month due, and one percent (1%) for each subsequent month or a portion of a month on the original amount outstanding, until the Host Community Payment is paid.

ARTICLE IV BREACH AND REMEDIES

Notice of Breach.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach ("Notice of Breach"). Each monetary Notice of Breach given by the Town to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

Company Right to Cure.

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the Town shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

Remedies Cumulative.

No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other

remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V ADDITIONAL PROVISIONS

Severability.

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

Reformation.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, affect the original intent of the Parties therein.

Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to affect the original intent of the Parties in the clause, provision, section or article declared invalid.

NOTICES

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, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

Macedon CSG LLC
3050 Peachtree Road, Suite 460
Atlanta, GA 30305

If to the Town:

Attn: Supervisor
Town of Macedon
32 West Main Street
Macedon, New York 14502

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or 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.

MISCELLANEOUS

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 breach.

Applicable Law and Venue.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for Wayne County.

No Recourse.

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 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 member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

Entire Agreement.

Unless supplemented or otherwise amended in writing by the Town and the Company in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

Amendment.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

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.

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.

Assignment by Town.

The Town may not transfer or assign any of its rights or obligations under this Agreement to an Assignee without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect; provided further that such consent shall not be unreasonably withheld.

Assignment by Company.

The Company may, without the consent of the Town: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) 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 Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this 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 Property or any portion thereof solely in accordance with the Company's rights under this Agreement and perform any obligations to be performed by the Company or a Successor hereunder; or (c) exercise any rights of the Company hereunder. The Town shall cooperate with the Company, its affiliates, or 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 Agreement. In the event this Agreement is assigned to a Successor, 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 and Successor is not in breach of its obligations under this Agreement. 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.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

Town of Macedon

By: _____
Kim Leonard, Supervisor

Macedon CSG LLC

By: _____

Print Name: _____

Title: _____

Exhibit "A"
Town Approving Resolution