

HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (the "Community Benefit Agreement"), dated as of the _____ day of August 2020 by and between the Town of Lysander, a political subdivision of the state of New York (the "Town"), with offices at 8220 Loop Road, Baldwinsville NY 13027 and OYA Church Road A LLC, a Delaware limited liability company authorized to conduct business in the State of New York, with offices at 144 Front Street West, Suite 310, Toronto, Ontario, Canada M5J 2L7 (the "Company").

WITNESSETH:

WHEREAS, the Company is developing or shall develop a large-scale solar project on a portion of property located at 1671 Church Road (tax map identification number 030.-01-09.0) 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 the Onondaga County Industrial Development Agency (the "IDA") for the benefit of the Town, Onondaga County (the "County") and the Baldwinsville Central School District;

WHEREAS, the Company recognizes that the Project may impact the surrounding community, including the Town;

WHEREAS, in consideration for the potential impact 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 Community Benefit Agreement in addition to payments made pursuant to the PILOT Agreement;

WHEREAS, the Town and the Company wish to memorialize the terms and conditions associated with the payment of the Host Community Benefit Fee; and

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 the transaction contemplated by this Community Benefit Agreement and to carry out its obligations hereunder.

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

(c) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this 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 Community Benefit Agreement and has duly authorized the execution and delivery of this Community Benefit Agreement.

(b) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or 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, 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) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Community Benefit Agreement.

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

Section 2.1. (a) *Host Community Benefit Fee.* In consideration for the impacts on the community with respect to the Project, the Company agrees to pay an annual fee to the Town at its address noted above in the amount described in Appendix A – Payment Schedule (“Host Community Benefit Fee”) commencing within five (5) business days of the date the Project achieves commercial operation and by each subsequent anniversary date thereafter (each a “Payment Date”). The Company agrees to make annual payments of the Host Community Benefit Fee for a period of fifteen (25) years. The term “commercial operation” shall mean the later of when the Project has (i) been issued a certificate of completion by the Town, or (ii) commenced generating electricity (excluding any electricity generated during start-up and commissioning of the Project) for sale.

(b) *Notice: Cure.* In the event the Company fails to pay the Community Benefit Fee by the date due under this 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 ten (10) business days after receipt of such notice.

(c) *Use of Fund; Public Purposes.* The parties agree and acknowledge that the payment made hereunder is to provide revenue to the Town to partially mitigate the additional burdens being placed on the Town as a result of the Project to be used for public purposes to be undertaken by the Town. The revenues paid by the Company to the Town, which shall 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 additional infrastructural improvements to be provided as a result of the Project's presence within the Town.

Article III - Termination.

Section 3.1. This Community Benefit Agreement shall terminate upon the earlier of (a) full payment of all Community Benefit Fees to the Town, (b) failure to enter into or termination of the PILOT Agreement, or (c) full cessation of operation and decommissioning of Project, unless otherwise terminated by the written agreement of the Parties hereto.

Section 3.2 In the event the Town assesses additional fees, taxes or modifies the terms and conditions of any permits issued to or its regulations governing operation of the Project in a manner that, at the sole discretion of the Company, materially and adversely impacts the Project or requires the Company to change in any material manner its operations, the Company may opt, at its sole discretion, to terminate the Community Benefit Agreement and have no further obligations or liability hereunder. The Company reserves its rights to initiate a judicial challenge to the Town's assessment of additional fees or taxes, or modifications of the terms and conditions of permits or regulations in question, which challenge shall not serve as a waiver of its rights to terminate the Community Benefit Agreement. Nothing in this Community Benefit Agreement shall be read as limiting the right of the Town to assess additional fees, taxes or modify the terms and conditions of any permits issued to or its regulations governing operation of the Project, as allowed by governing law, subject to any and all abatements, exemptions or any other rights, including without limitation, the rights expressly reserved by the Company as set forth in this Section 3.2, which the Company is entitled to claim.

Article IV - Miscellaneous.

Section 4.1. This 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 personally delivered or mailed first class, postage prepaid, as follows:

To the Town:

Town of Lysander
8220 Loop Road
Baldwinsville
NY 13027
Attention: Town Supervisor

To the Company:
OYA Church Road A LLC
144 Front Street West, Suite 310
Toronto, Ontario, Canada M5J 2L7
Attn: Manish Nayar, President

With a copy to: General Counsel

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 mailed or personally delivered in the manner provided in this Section.

Section 4.3. This 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 Allegany 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 in his individual capacity, and the trustees, officers, agents and employees of the Town shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(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 thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

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 Community Benefit Agreement or Applicable Law.

Section 4.6 ASSIGNMENT BY TOWN.

The Town may transfer or assign any of its rights or obligations under this 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.

Section 4.7 ASSIGNMENT BY COMPANY

The Company may, without the consent of the Town: (a) assign this Community Benefit 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 Community Benefit Agreement by executing and submitting to the Town a notice of assignment and assumption of this Community Benefit Agreement ten days prior to any such assignment, and may (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Community Benefit Agreement to any 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 Community Benefit Agreement (and subject to the Company’s obligations under this 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 Community Benefit Agreement. In the event this Community Benefit 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 Community Benefit 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.

[signature page to follow]

[Signature Page to Community Benefit Agreement]

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

TOWN OF LYSANDER

By: _____
Name:
Title: Supervisor

OYA CHURCH ROAD A LLC, a Delaware
limited liability company
By: OYA Solar NY, L.P., its sole member
By: OYA Solar US GP Incl, its general partner

By: _____
Name: Manish Nayar
Title: President

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**APPENDIX A – PAYMENT SCHEDULE
("Host Community Benefit Fee")**

Year	Payment to Town
1	\$ 2,717.89
2	\$ 2,682.89
3	\$ 2,646.89
4	\$ 2,609.89
5	\$ 2,572.89
6	\$ 2,534.89
7	\$ 2,495.89
8	\$ 2,455.89
9	\$ 2,415.89
10	\$ 2,374.89
11	\$ 2,332.89
12	\$ 2,289.89
13	\$ 2,245.89
14	\$ 2,200.89
15	\$ 2,155.89
16	\$ 2,108.89
17	\$ 2,061.89
18	\$ 2,013.89
19	\$ 1,963.89
20	\$ 1,913.89
21	\$ 1,862.89
22	\$ 1,809.89
23	\$ 1,756.89
24	\$ 1,702.89
25	\$ 1,646.89