

CHAMPLAIN HUDSON POWER EXPRESS PROJECT
HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, dated as of December 1, 2025 (the "Agreement"), by and between **ESSEX COUNTY** (the "County"), the **TOWN OF CHESTERFIELD** ("Chesterfield"), the **TOWN OF WILLSBORO** ("Willsboro"), the **TOWN OF ESSEX** ("Essex"), the **TOWN OF WESTPORT** ("Westport"), the **TOWN OF MORIAH** ("Moriah"), the **TOWN OF CROWN POINT** ("Crown Point"), the **TOWN OF TICONDEROGA** ("Ticonderoga", and together with Chesterfield, Willsboro, Essex, Westport, Moriah, and Crown Point, the "Towns"), the **AUSABLE VALLEY CENTRAL SCHOOL DISTRICT** ("AuSable CSD"), the **WILLSBORO CENTRAL SCHOOL DISTRICT** ("Willsboro CSD"), the **BOQUET VALLEY CENTRAL SCHOOL DISTRICT** ("Boquet CSD"), the **MORIAH CENTRAL SCHOOL DISTRICT** ("Moriah CSD"), the **CROWN POINT CENTRAL SCHOOL DISTRICT** ("Crown Point CSD"), and the **TICONDEROGA CENTRAL SCHOOL DISTRICT** ("Ticonderoga CSD", and together with AuSable CSD, Willsboro CSD, Boquet CSD, Moriah CSD, and Crown Point CSD, the "School Districts", and together with the County and the Towns, the "Affected Tax Jurisdictions"), and **CHPE LLC**, a limited liability company organized under the laws of the State having an office at 623 Fifth Avenue, 20th Floor, New York, New York (the "Company"),

WITNESSETH:

THAT WHEREAS, the Company submitted an application to the Essex County Industrial Development Agency (the "Agency") requesting that the Agency undertake a project (the "Project") consisting of: (a)(1) the acquisition of an interest in the Company's interim permit and easement issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land anticipated to be located in the Towns of Chesterfield, Willsboro, Essex, Westport, Moriah, Crown Point and Ticonderoga, Essex County, New York (collectively, as may be supplemented from time to time, the "Land"), (2) the acquisition of certain machinery and equipment, including two five-inch diameter high-voltage direct current ("HVDC") transmission cables (collectively, the "Equipment"), and (3) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") HVDC electric transmission line and related infrastructure (the "Improvements", and together with the Land and Equipment, the "Project Facility"), all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City (the "Transmission System"), (b) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (c) the lease of the Project Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the General Municipal Law; and

WHEREAS, pursuant to Section 874(1) of the General Municipal Law, the Agency is exempt from the payment of general *ad valorem* real property taxes ("Real Property Taxes") imposed upon real property and improvements under its jurisdiction, control, or supervision; and

WHEREAS, in connection with the Financial Assistance, the Agency entered into a straight-lease transaction (as such term is defined in the General Municipal Law) with the Company (the "Straight Lease Transaction") pursuant to which the Project Facility will be exempt from Real Property Taxes for the term of the Straight Lease Transaction; and

WHEREAS, in connection with the Straight Lease Transaction, the Company and Agency entered into a payment in lieu of tax ("PILOT") agreement dated as of November 1, 2021 ("PILOT Agreement") setting forth terms relating to payments to the Affected Tax Jurisdictions; and

WHEREAS, the Affected Tax Jurisdictions and the Company desire to recognize the location of otherwise taxable improvements within each Affected Tax Jurisdiction's jurisdictional boundary by having the Company agree to make Host Community Agreement payments ("HCA Payments") to each Affected Tax Jurisdiction pursuant to this Agreement; and

WHEREAS, the School Districts intend to use the revenue created by HCA Payments for general educational purposes; and

WHEREAS, the Towns and the County intend to use the revenue created by HCA Payments for general municipal services; and

WHEREAS, in connection with the Company's agreement to make HCA Payments pursuant to this Agreement, each of the Affected Tax Jurisdictions has agreed to waive its share of PILOT payments that might otherwise be forthcoming; and

WHEREAS, the Company and Agency have entered into or will enter into an amended and restated PILOT Agreement dated as of December 1, 2025 ("Amended and Restated PILOT Agreement") reflecting each Affected Tax Jurisdiction's waiver of its right to receive PILOT payments; and

WHEREAS, each of the Affected Tax Jurisdictions, through its governing board or body, adopted a resolution (individually, the "Resolution", and collectively for all Affected Tax Jurisdictions, the "Resolutions"), a copy of which is attached hereto as Exhibit A, approving the terms of this Agreement, agreeing to the HCA Payments and waiver of its right to receive PILOT payments under the Amended and Restated PILOT Agreement, and authorizing execution of this Agreement by its authorized representative ("Authorized Representative") upon terms to be negotiated and approved by its counsel and Authorized Representative; and

WHEREAS, each Affected Tax Jurisdiction understands and agrees that HCA Payments would not be owed during construction of the Project Facility and that HCA Payments would commence pursuant to the terms of this Agreement after the date on which the Project Facility becomes commercially operational (the "Commercial Operation Date", as further defined in the Amended and Restated PILOT Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed

as follows:

Section 1. Representations and Covenants.

Each of the parties, solely for itself, hereby represents and covenants that, as of the date of this Agreement:

a. It is duly organized, validly existing, and in good standing under the laws of the State of New York (the "State") and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement and applicable law.

c. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been duly obtained or made.

d. To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

e. To the best of its knowledge, there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

f. To the best of its knowledge, the conduct of its business is in compliance with all applicable governmental approvals with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

g. With respect to each of the Affected Tax Jurisdictions only, its Resolution has not been modified or rescinded and is and shall remain in full force and effect as of the date hereof and during the Term (as defined below) hereof, and each such Affected Tax Jurisdiction has

waived its right to receive PILOT payments under the Amended and Restated PILOT Agreement.

Section 2.1. Term.

a. Term and HCA Payment Years. The term of this Agreement (the "Term") shall commence as of the date the Amended and Restated PILOT Agreement is fully executed and delivered by the Company and the Agency and continue until the final HCA Payment (as defined below) is made by the Company pursuant to the terms hereof. This Agreement shall provide for HCA Payments with respect to the first thirty (30) years of project operation, as illustrated in the schedule in Exhibit B attached hereto (each an "HCA Payment Year").

Section 2.2. HCA Payments.

a. HCA Payments. The Company shall make an HCA Payment to each Affected Tax Jurisdiction in the amount set forth on Exhibit B attached hereto for each HCA Payment Year during the Term. For avoidance of doubt, the Company shall have no obligation to make HCA Payments prior to the Commercial Operation Date and shall have no further obligations under this Agreement following its payment in full of the HCA Payments owed hereunder for the thirtieth (30th) HCA Payment Year.

b. Credits for Real Property Tax Payments. Any Real Property Taxes paid by the Company to any Affected Tax Jurisdiction with respect to the Project Facility or any portion thereof during the Term may be applied by the Company as a credit against HCA Payments due to any such Affected Tax Jurisdiction under this Agreement. No credit shall be given for any special assessments or special *ad valorem* taxes paid by the Company. If the Company desires to claim a credit against any particular HCA Payment due hereunder, the Company shall give such Affected Tax Jurisdiction prior written notice of its intention to claim a credit pursuant to the provisions of this Section, such notice to be given by the Company at least ten (10) days prior to the final date by which such HCA Payment must be paid hereunder. Such credit shall be applied against the next HCA Payment owed to such Affected Tax Jurisdiction following the Company's payment of Real Property Taxes to such Affected Tax Jurisdiction. To the extent the amount of Real Property Taxes paid by the Company to such Affected Tax Jurisdiction is greater than the next HCA Payment, the amount of the credit insufficiency shall be carried forward and applied to the next and future HCA Payment(s).

Section 2.3. Due Dates, Invoices, and Late Payments.

a. Due Dates. The Company shall make HCA Payments to each of the Affected Tax Jurisdictions on or before the last day of the sixth month following the month during which the Commercial Operation Date occurs (the "First Payment Due Date") and on or before each anniversary of the First Payment Due Date during the Term, as illustrated in the schedule in Exhibit B attached hereto (each an "HCA Payment Year"). For purposes of illustration only, if the Commercial Operation Date occurs in May 2026, the First Payment Due Date would be November 30, 2026, and would apply to the 2026-27 fiscal year of the School Districts and the 2027 fiscal years of the Towns and County. The Company shall provide the Affected Tax

Jurisdictions written notice of the Commercial Operation Date within thirty (30) days after the Commercial Operation Date.

b. Invoices. At least twenty (20) days prior to the due date for an applicable HCA Payment Year, each of the Affected Tax Jurisdictions shall present an invoice to the Company stating the amount of its respective HCA Payment and the date when due.

c. Payee. Each HCA Payment shall be paid by the Company to each of the Affected Tax Jurisdictions at the following address or by such other payment method authorized and agreed to by the Company and each such Affected Tax Jurisdiction:

Essex County
7551 Court Street, PO Box 217
Elizabethtown, New York 12932
Attn: County Treasurer

Town of Chesterfield
1 Vine Street
Keeseville, New York 12944
Attn: Tax Collector

Town of Willsboro
5 Farrell Road
Willsboro, New York 12996
Attn: Tax Collector

Town of Essex
2313 Main Street, PO Box 45
Essex, New York 12936
Attn: Tax Collector

Town of Westport
22 Champlain Ave, PO Box 465
Westport, New York 12993
Attn: Tax Collector

Town of Moriah
38 Park Place
Port Henry, New York 12974
Attn: Tax Collector

Town of Crown Point
17 Monitor Bay Road
Crown Point, New York 12928
Attn: Tax Collector

Town of Ticonderoga
132 Montcalm Street, PO Box 471

Ticonderoga, New York 12883
Attn: Tax Collector

AuSable Valley Central School District
1273 Route 9N
Clintonville, New York 12924
Attn: School Business Executive

Willsboro Central School District
29 School Lane
Willsboro, New York 12996
Attn: School Business Executive

Boquet Valley Central School District
25 Sisco Street
Westport, New York 12993
Attn: School Business Executive

Moriah Central School District
39 Viking Lane
Port Henry, New York 12974
Attn: School Business Executive

Crown Point Central School District
2758 Main Street
Crown Point, New York 12928
Attn: School Business Executive

Ticonderoga Central School District
5 Calkins Place
Ticonderoga, New York 12883
Attn: School Business Executive

d. Late Payments. If the Company shall fail to make an HCA Payment to any Affected Tax Jurisdiction on or before the due date, the Company shall pay the same to such Affected Tax Jurisdiction, together with interest on the delinquent HCA Payment equal to one percent (1%) per month or fraction thereof until the HCA Payment and interest are paid in full; provided, however, that interest shall not be owed by the Company in the event an invoice was not received from such Affected Tax Jurisdiction and the delinquent HCA Payment is paid by the Company within twenty (20) days of its receipt of a notice of delinquency from such Affected Tax Jurisdiction.

Section 3. Default.

a. Event of Default. Any one or more of the following events shall constitute an event of default under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

i. Failure of the Company to make HCA Payments by the due date; *provided, however*, that the Company, any affiliate (as such term is defined in Rule 12b-2 of the General Rules and Regulations under the Security Exchange Act of 1934) of the Company that is controlled by, controlling or under common control with the Company ("Affiliate"), and any person or entity providing equity financing for the Project Facility or any part of the Transmission System ("Investor"), shall have an opportunity to cure such non-payment by paying the full amount of the HCA Payment, together with any interest thereon, within thirty (30) days of written demand for such payment;

ii. Failure of any party, or in the case of the Company, the Company, any Affiliate, or any Investor, to perform its obligations under this Agreement, other than the payment of HCA Payments, for a period of sixty (60) days after receipt of written notice from the other party specifying the nature of such Default and requesting that it be remedied; *provided, however*, that if such failure is not feasibly capable of cure within sixty (60) days, the defaulting party, or in the case of the Company, the Company, any Affiliate, or any Investor, shall be granted additional time to effect cure, provided the effort to cure has been commenced within such sixty (60) day period and is prosecuted with due diligence; or

iii. Any material warranty, representation, or other statement made by or on behalf of any party contained in this Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Agreement and, in each case, any material adverse effect of such false or incorrect representation or warranty is not eliminated or addressed to the reasonable satisfaction of the non-defaulting party, or in the case of the Company, the Company, any Affiliate, or any Investor, within a period of sixty (60) days after receipt of notice by the defaulting party. If such false or incorrect representation or warranty is not feasibly capable of cure within sixty (60) days, the defaulting party, or in the case of the Company, the Company, any Affiliate, or any Investor, shall be granted additional time to effect cure, provided the effort to cure has been commenced within such sixty (60) day period and prosecuted with due diligence.

b. Remedies Upon Default. Upon the occurrence of an uncured Event of Default as specified under this Agreement, the non-defaulting party may, at its sole discretion, elect to (i) terminate this Agreement pursuant to Section 5(h)(ii) hereof by providing the defaulting party at least thirty (30) days' advance written notice of its election to terminate, (ii) bring an action or proceeding in New York State Supreme Court, County of Essex seeking such remedy or remedies as the non-defaulting party may elect, including, but not limited to, an order directing specific performance of any obligation which the defaulting party has failed to discharge, including but not limited to the basis for the declaration of Default; and/or (iii) in the event of non-payment of an HCA Payment; *provided, however*, that prior to the exercise of any remedy hereunder, the non-defaulting party must provide the defaulting party with at least thirty (30) days' prior written notice of such Default.

c. No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Affected Tax Jurisdictions shall not have the right to accelerate future HCA Payments not yet due and payable as of the date of such exercise of remedies.

d. Cross Default. An uncured payment Default under this Agreement shall constitute an "Event of Default" under the Amended and Restated PILOT Agreement.

e. Right to Cure. Prior to the exercise of any remedy by any of the Affected Tax Jurisdictions hereunder following an Event of Default, the Company and any person or entity providing financing for the Project Facility ("Lender") shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the Term prior to the occurrence of an Event of Default provides a written request to the Affected Tax Jurisdictions that notices hereunder be provided to a Lender, any such Lender shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company. The Company has identified the current Lender, through its collateral agent (the "Collateral Agent"), Mizuho Bank (USA), under a certain Common Security and Account Agreement dated as of November 1, 2022, for the Project Facility in Section 4.

Section 4. 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, telecopied, transmitted by electronic mail, or delivered to the parties at the respective addresses set forth below:

a. If to the Affected Tax Jurisdictions:

Essex County
7551 Court Street, PO Box 217
Elizabethtown, New York 12932
Attn: County Manager

Town of Chesterfield
1 Vine Street

Keeseville, New York 12944
Attn: Town Supervisor

Town of Willsboro
5 Farrell Road
Willsboro, New York 12996
Attn: Town Supervisor

Town of Essex
2313 Main Street, PO Box 45
Essex, New York 12936
Attn: Town Supervisor

Town of Westport
22 Champlain Ave, PO Box 465
Westport, New York 12993
Attn: Town Supervisor

Town of Moriah
38 Park Place
Port Henry, New York 12974
Attn: Town Supervisor

Town of Crown Point
17 Monitor Bay Road
Crown Point, New York 12928
Attn: Town Supervisor

Town of Ticonderoga
132 Montcalm Street, PO Box 471
Ticonderoga, New York 12883
Attn: Town Supervisor

AuSable Valley Central School District
1273 Route 9N
Clintonville, New York 12924
Attn: Superintendent of Schools

Willsboro Central School District
29 School Lane
Willsboro, New York 12996
Attn: Superintendent of Schools

Boquet Valley Central School District
25 Sisco Street
Westport, New York 12993
Attn: Superintendent of Schools

Moriah Central School District
39 Viking Lane
Port Henry, New York 12974
Attn: Superintendent of Schools

Crown Point Central School District
2758 Main Street
Crown Point, New York 12928
Attn: Superintendent of Schools

Ticonderoga Central School District
5 Calkins Place
Ticonderoga, New York 12883
Attn: Superintendent of Schools

b. If to the Company:

CHPE LLC
623 Fifth Avenue, 20th Floor
New York, New York 10022
Attn: Jeremiah P. Sheehan, Esq.
Telephone: (518) 465-0710
Email: jeremiah.sheehan@transmissiondevelopers.com

with a copy to:

Collateral Agent:
Mizuho Bank (USA), as Collateral Agent
1271 Avenue of the Americas
New York, NY 10020
Attention: Peter Li / Portfolio Management
Telephone: +1 212 282 3519
Email: Peter.Li@MizuhoGroup.com /
Projectfinance.pm@mizuhogroup.com

with a copy to:

Barclay Damon LLP
125 East Jefferson Street
Syracuse, New York 13202
Attn: Matthew S. Moses, Esq.
Telephone: (315) 425-2726
Email: mmoses@barclaydamon.com

Each of the Affected Tax Jurisdictions and the Company may, by notice given hereunder, designate any further or different addresses to which, or the manner by which, subsequent

notices, certificates, and other communications shall be sent. A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 3(e) hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

Section 5. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof (except Section 5-1401 of the New York General Obligations law, which shall apply). All disputes arising out of or in connection with this Agreement shall be decided in the first instance by the New York State Supreme Court, County of Essex, to the exclusion of all other courts, except that the parties shall have all appeal rights allowed by State law. The parties executing this Agreement hereby submit to the jurisdiction of the New York State Supreme Court, County of Essex, for purposes of all such actions or proceedings.

b. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goal and intent of this Agreement.

c. No Recourse; Limited Obligations of the Parties. 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, official, agent, servant, employee, or affiliate of the parties. No recourse or claim based upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the parties. All such liability of any such member, officer, official, agent, servant, employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the parties as part of the consideration for execution of and entry into this Agreement.

d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the parties and it supersedes all prior agreements and understandings, written or oral, between the parties. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

e. Assignment. This Agreement may be assigned by the Company in connection with an assignment of the Amended and Restated PILOT Agreement, which assignment shall be subject to all of the terms and conditions of assignment of the Amended and Restated PILOT Agreement.

f. Membership Interest Transfers. Nothing in this Agreement shall prevent, restrict, or limit in any way the right of any member of the Company, or any successive transferee of any member, to sell, convey, transfer, encumber, or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the Affected

Tax Jurisdictions, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber, or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Affected Tax Jurisdictions. Each of the Affected Tax Jurisdictions acknowledges that nothing in this Agreement shall prevent, restrict, or limit in any way the right of any person or entity that owns an interest, directly or indirectly, in any member of the Company, or any successive transferee of such person or entity, to sell, convey, transfer, encumber, or otherwise dispose of such interest in such member of the Company (or a portion thereof) without consent of such Affected Tax Jurisdictions, whether for equity investment purposes or otherwise.

g. 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.

h. Termination.

i. Company Option to Terminate. The Company shall have the option to terminate this Agreement at any time during the Term hereof on thirty (30) days' advance notice to the Affected Tax Jurisdictions, provided that the Company has: (a) made payment of all sums then due and payable to the Affected Tax Jurisdictions (without acceleration) pursuant to this Agreement, and (b) terminated the Amended and Restated PILOT Agreement.

ii. Election to Terminate Following Event of Default. Subject to Section 3 hereof, the non-defaulting party may elect to terminate this Agreement following an uncured Event of Default hereunder; provided, however, that this Agreement may not be terminated by any Affected Tax Jurisdiction unless and until all Affected Tax Jurisdictions agree to such termination and the Amended and Restated PILOT Agreement is terminated by the Agency.

i. Execution in Counterpart. 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. This Agreement, and any amendments hereto or, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (PDF), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party shall raise the use of a facsimile machine or electronic transmission in PDF to deliver a signature or the fact that any signature was transmitted or communicated through such means as a defense to the formation of an agreement and each party forever waives any such defense.

j. Section Headings Not Controlling. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

k. Effective Date. This Agreement shall be effective as of the later to occur of the date this Agreement is fully executed and delivered by the Company and all Affected Tax Jurisdictions and the date the Amended and Restated PILOT Agreement is fully executed and delivered by the Company and the Agency.

I. Indemnification.

i. Indemnification of the Affected Tax Jurisdictions. The Company shall indemnify, defend and hold each of the Affected Tax Jurisdictions (and its directors, officers, members, agents, employees, servants and their successors, representative and assigns) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Project Facility (excluding contributory negligence or willful misconduct), including expenses incurred by each of the Affected Tax Jurisdictions (and its directors, officers, members, agents, employees, servants and their successors, representatives and assigns) in defending any claim, suit, or action which may result as a result of the foregoing.

ii. Indemnification of the Company. In recognition of the unique nature of this Agreement and the Affected Tax Jurisdictions' request to receive revenues from the Project Facility pursuant to this Agreement, the Affected Tax Jurisdictions shall, to the extent permitted by law, indemnify, defend and hold the Company (and its directors, officers, members, agents, employees, servants and their successors, representative and assigns) harmless from all claims and liabilities associated with any judicial or administrative challenge to this Agreement or the Amended and Restated PILOT Agreement for reasons related to this Agreement, including expenses incurred by the Company (and its directors, officers, members, agents, employees, servants and their successors, representatives and assigns) in defending any such claim, suit, or action.

m. Use of HCA Payments; General Educational Purposes; General Municipal Purposes. The parties agree and acknowledge that HCA Payments made hereunder to the School Districts are to provide revenue to the School Districts to be used, at the sole and absolute discretion of the School Districts, for general educational purposes to be undertaken by the School Districts, and that HCA Payments made hereunder to the Towns and the County are to provide revenue to the Towns and the County to be used, at the sole and absolute discretion of the Towns and the County, for general municipal purposes to be undertaken by the Towns and the County.

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EXHIBIT B
HCA Payments by Affected Tax Jurisdiction

Year	Essex County	Town of Chesterfield	Town of Willsboro	Town of Essex	Town of Westport	Town of Moriah	Town of Crown Point	Town of Ticonderoga
Share	15.252%	2.471%	3.002%	2.070%	3.831%	3.571%	4.600%	5.593%
1	\$233,753	\$37,867	\$46,006	\$31,719	\$58,715	\$54,730	\$70,586	\$85,711
2	\$237,142	\$38,416	\$46,673	\$32,179	\$59,566	\$55,523	\$71,610	\$86,954
3	\$240,581	\$38,973	\$47,350	\$32,646	\$60,430	\$56,328	\$72,648	\$88,215
4	\$244,069	\$39,538	\$48,037	\$33,119	\$61,306	\$57,145	\$73,702	\$89,494
5	\$247,608	\$40,111	\$48,733	\$33,599	\$62,195	\$57,974	\$74,770	\$90,792
6	\$301,438	\$48,831	\$59,328	\$40,904	\$75,716	\$70,577	\$91,025	\$110,530
7	\$305,809	\$49,539	\$60,188	\$41,497	\$76,814	\$71,601	\$92,345	\$112,132
8	\$310,243	\$50,258	\$61,061	\$42,098	\$77,928	\$72,639	\$93,684	\$113,758
9	\$314,742	\$50,986	\$61,946	\$42,709	\$79,058	\$73,692	\$95,043	\$115,408
10	\$319,306	\$51,726	\$62,844	\$43,328	\$80,204	\$74,761	\$96,421	\$117,081
11	\$377,925	\$61,222	\$74,382	\$51,282	\$94,928	\$88,485	\$114,122	\$138,575
12	\$383,405	\$62,109	\$75,460	\$52,026	\$96,305	\$89,768	\$115,777	\$140,585
13	\$388,964	\$63,010	\$76,554	\$52,780	\$97,701	\$91,070	\$117,456	\$142,623
14	\$394,604	\$63,924	\$77,664	\$53,546	\$99,118	\$92,391	\$119,159	\$144,691
15	\$400,326	\$64,850	\$78,791	\$54,322	\$100,555	\$93,730	\$120,886	\$146,789
16	\$464,149	\$75,189	\$91,352	\$62,983	\$116,586	\$108,673	\$140,159	\$170,192
17	\$470,879	\$76,280	\$92,677	\$63,896	\$118,277	\$110,249	\$142,191	\$172,659
18	\$477,707	\$77,386	\$94,020	\$64,822	\$119,992	\$111,848	\$144,253	\$175,163
19	\$484,634	\$78,508	\$95,384	\$65,762	\$121,732	\$113,470	\$146,345	\$177,703
20	\$491,661	\$79,646	\$96,767	\$66,716	\$123,497	\$115,115	\$148,467	\$180,280
21	\$623,488	\$101,001	\$122,712	\$84,604	\$156,609	\$145,980	\$188,275	\$228,617
22	\$632,528	\$102,466	\$124,492	\$85,831	\$158,880	\$148,097	\$191,005	\$231,932
23	\$641,700	\$103,952	\$126,297	\$87,075	\$161,184	\$150,244	\$193,774	\$235,295
24	\$781,205	\$126,551	\$153,754	\$106,005	\$196,225	\$182,907	\$235,901	\$286,448
25	\$792,533	\$128,386	\$155,983	\$107,542	\$199,070	\$185,559	\$239,321	\$290,602
26	\$804,025	\$130,247	\$158,245	\$109,102	\$201,957	\$188,250	\$242,791	\$294,815
27	\$951,630	\$154,158	\$187,296	\$129,131	\$239,033	\$222,810	\$287,364	\$348,939
28	\$1,103,347	\$178,736	\$217,157	\$149,718	\$277,141	\$258,332	\$333,178	\$404,569
29	\$1,259,264	\$203,993	\$247,843	\$170,875	\$316,305	\$294,837	\$380,260	\$461,740
30	\$1,348,497	\$218,448	\$265,406	\$182,984	\$338,719	\$315,730	\$407,206	\$494,459
Total	\$16,027,164	\$2,596,305	\$3,154,404	\$2,174,799	\$4,025,742	\$3,752,515	\$4,839,724	\$5,876,752

**EXHIBIT B (CONT.)
HCA Payments by Affected Tax Jurisdiction**

Year	Ausable Valley Central School District	Willsboro Central School District	Boquet Valley Central School District	Moriah Central School District	Crown Point Central School District	Ticonderoga Central School District	Total for All Affected Tax Jurisdictions
Share:	8.445%	17.306%	11.126%	7.613%	7.105%	8.011%	
1	\$129,431	\$265,228	\$170,517	\$116,673	\$108,887	\$122,770	\$1,532,592
2	\$131,308	\$269,073	\$172,989	\$118,364	\$110,466	\$124,550	\$1,554,814
3	\$133,212	\$272,975	\$175,497	\$120,081	\$112,068	\$126,356	\$1,577,359
4	\$135,143	\$276,933	\$178,042	\$121,822	\$113,693	\$128,188	\$1,600,231
5	\$137,103	\$280,949	\$180,624	\$123,588	\$115,342	\$130,047	\$1,623,434
6	\$166,909	\$342,027	\$219,891	\$150,456	\$140,417	\$158,319	\$1,976,369
7	\$169,329	\$346,986	\$223,080	\$152,638	\$142,453	\$160,615	\$2,005,026
8	\$171,784	\$352,018	\$226,314	\$154,851	\$144,518	\$162,944	\$2,034,099
9	\$174,275	\$357,122	\$229,596	\$157,097	\$146,614	\$165,306	\$2,063,593
10	\$176,802	\$362,300	\$232,925	\$159,375	\$148,740	\$167,703	\$2,093,515
11	\$209,260	\$428,812	\$275,686	\$188,633	\$176,046	\$198,491	\$2,477,850
12	\$212,295	\$435,030	\$279,684	\$191,368	\$178,599	\$201,369	\$2,513,779
13	\$215,373	\$441,338	\$283,739	\$194,143	\$181,188	\$204,289	\$2,550,229
14	\$218,496	\$447,737	\$287,853	\$196,958	\$183,816	\$207,251	\$2,587,207
15	\$221,664	\$454,230	\$292,027	\$199,814	\$186,481	\$210,256	\$2,624,721
16	\$257,003	\$526,647	\$338,585	\$231,670	\$216,211	\$243,777	\$3,043,177
17	\$260,730	\$534,283	\$343,494	\$235,029	\$219,346	\$247,312	\$3,087,303
18	\$264,511	\$542,030	\$348,475	\$238,437	\$222,527	\$250,898	\$3,132,069
19	\$268,346	\$549,890	\$353,528	\$241,895	\$225,753	\$254,536	\$3,177,484
20	\$272,237	\$557,863	\$358,654	\$245,402	\$229,027	\$258,227	\$3,223,557
21	\$345,231	\$707,440	\$454,818	\$311,201	\$290,435	\$327,464	\$4,087,874
22	\$350,236	\$717,698	\$461,413	\$315,713	\$294,646	\$332,212	\$4,147,148
23	\$355,315	\$728,105	\$468,103	\$320,291	\$298,918	\$337,029	\$4,207,282
24	\$432,560	\$886,395	\$569,869	\$389,922	\$363,903	\$410,299	\$5,121,944
25	\$438,832	\$899,247	\$578,132	\$395,576	\$369,180	\$416,248	\$5,196,213
26	\$445,195	\$912,286	\$586,515	\$401,312	\$374,533	\$422,284	\$5,271,558
27	\$526,926	\$1,079,767	\$694,189	\$474,986	\$443,291	\$499,808	\$6,239,328
28	\$610,933	\$1,251,913	\$804,863	\$550,712	\$513,964	\$579,492	\$7,234,055
29	\$697,265	\$1,428,824	\$918,600	\$628,535	\$586,594	\$661,381	\$8,256,317
30	\$746,674	\$1,530,072	\$983,693	\$673,073	\$628,160	\$708,248	\$8,841,369
Total	\$8,874,378	\$18,185,217	\$11,691,394	\$7,999,615	\$7,465,816	\$8,417,670	\$105,081,496