

DEVELOPER'S AGREEMENT

re

NEXAMP BATTERY ENERGY STORAGE SYSTEM SITE PLAN AND RELATED REVIEWS

WHEREAS, **JERRY SMITH, LLC** of 101 Summer Street, 2nd Floor, Boston, MA 02110 (A "Developer") and **NEXAMP, LLC** of 101 Summer Street, 2nd Floor, Boston, MA 02110 (also a "Developer," which term includes each Developer severally and together) are applicants to develop lands along Jerry Smith Road as a 5.0 MW battery energy storage facility, including per Civil Permit Plan Sets dated June 2026, as prepared by Developer's engineers, The Environmental Development Design Partnership, LLP, of Clifton Springs, NY (the "Project"); and such Developer will need significantly detailed site plan reviews pertaining to engineering, fire risk management, stormwater and a SWPPP, a PILOT agreement (which may also encompass neighboring facilities owned by Developer), a HCA (host community agreement), and environmental reviews, all in accordance with NYS law and town codes; and

WHEREAS, the Town of Lansing, an incorporated municipal subdivision of the State of New York, with offices at 29 Auburn Road, Lansing, New York 14882 (herein, the "Town"), will oversee the Developer's plans and agreements relative to such proposed Project; and

WHEREAS, by law the Town cannot commit general funds or engage its engineers and attorneys for other than general reviews for the benefit of the Developer and, due to the nature of the Project, a review thereof will require specialized and unique reviews by town engineers, attorneys, and consultants hired for this Project, and such costs are normally the responsibility of Developer (the, but not exclusively the, "Special Expenses"); and

WHEREAS, if the Developer agrees to reimburse the Town for the engineering and other costs of examining the feasibility of such Project, including but not limited to SWPPP and stormwater reviews, PILOTs, an HCA, and related site planning matters, such as by and through this agreement, the Town and Developer may each proceed more expeditiously and efficiently in accord with law.

NOW, THEREFORE, in consideration of the foregoing, all of which shall be deemed a material part of this agreement (the "Agreement"), and upon the exchange of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Developer and the Town, the Developer and the Town agree as follows:

1. The Developer hereby formally requests that the Town engage its attorneys, engineers, and consultants to examine the Project and its stormwater plans and SWPPP, as well as other site planning matters relating to taxes, environmental reviews, and fire safety as are necessary and expedient to fulfill Developer needs and Project review requirements.
2. If the Developer does not proceed with the Project or the same is denied, the Town shall refund all funds on deposit. Otherwise, the Developer shall fund an escrow account to cover the costs of Special Expenses, hereby estimated in the sum of \$10,000. Such number is only an estimate and may be in excess of all incurred costs, or it may not be sufficient to pay the non-general and specific expenses of the town respecting the review of the Project, all of which costs remain costs of the Developer at all times. The escrow payment is intended to be an estimate to reimburse certain costs to be incurred by the Town, such as but not limited to, certain engineering, legal, and publication fees and expenses. Any unused escrow balance in the Town's possession after final approvals are issued and building permits are issued shall be refunded to Developer.
3. The Town, upon (i) receipt of a signed copy of this Agreement, (ii) an initial deposit of \$10,000, and (iii) passage of a Resolution approving the same by the Town Board, agrees to direct and engage town staff and the town engineers and attorneys to attend to special district and other specialized review matters in relation to the Project.

4. This Agreement shall be binding upon the Developer, its successors and assigns, and is and shall be and remain enforceable at law in the Town of Lansing Town Court, or such other court with appropriate jurisdiction. In the event the Town is required to bring suit hereunder the Town shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith. No waiver by the Town of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision herein, and such invalid provision shall be deemed severed from this Agreement.

5. This Agreement constitutes the entire understanding of the parties respecting this specific subject matter, and revokes and supersedes all prior agreements and discussions respecting this subject matter. Each person signing this Agreement warrants and represents that (s)he has actual authority to execute this Agreement upon behalf of the Developer and the Town, respectively.

IN WITNESS WHEREOF, the Developer and the Town have each executed this Agreement as of the date set forth below.

Dated: _____, 2026.

Jerry Smith, LLC

Town of Lansing

By: _____
Its: _____

By: _____
Ruth Groff, Town Supervisor

NexAmp, LLC

By: _____
Its: _____