JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (Agreement) is made by, among, and between Maple Grove Solar I, LLC, Maple Grove Solar II, LLC (collectively, "Maple Grove Solar"); the Towns of Maple Grove and Barron, Wisconsin (Towns); and Barron County, Wisconsin (County) (the Towns and County, together, are referred to herein as "Local Governments"), on this 19th day of August, 2025 (Effective Date). Each Town, the County, and Maple Grove Solar are referred to individually as a Party and collectively referred to as the Parties.

RECITALS

1. Maple Grove Solar desires to develop, construct and operate a 228-megawatt (MW) (at the point of interconnection) solar photovoltaic electrical generating facility with necessary associated facilities such as a generation tie line (Gen-Tie Line), a new substation, power collection lines, an operations and maintenance facility, a battery energy storage system, and access roads in the Towns and County (Project), as depicted on the Project map attached hereto as Exhibit A. The size of the Project components may sum to up to 260 MW (alternating current) to allow for commercial delivery of no more than 228 MW to the transmission system. Maple Grove Solar obtained a Certificate of Public Convenience and Necessity (CPCN) from the Public Service Commission of Wisconsin (PSCW) on March 7, 2025. On that date, the PSCW rendered their Final Decision in Docket No. 5-CE-154 granting the Project a CPCN subject to the conditions and as modified by the Final Decision. The Parties may access public electronic copies of Maple Grove Solar's CPCN application, including all filed exhibits, subsequent modifications, notices, and/or plans via the PSCW's electronic records filing system for such docket.

2. The Parties agree that it is in the best interests of each to memorialize the rights, obligations, and responsibilities of the Parties, to supplement the CPCN Order, with respect to the Project and the Project's use of, among other things, County and Town roads, rights-of-way, and drainage systems during construction, operation, and decommissioning of the Project.

3. The Parties agree that the Project is under the jurisdiction of the PSCW and that the Local Governments have the statutory authority to negotiate the terms and conditions set forth herein, and Maple Grove Solar has the authority to accept the terms and conditions set forth herein.

4. The Parties further agree that this Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good faith dealing, and to further the public health, welfare and safety.

5. Any amendment to this Agreement must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

1. **Recitals**. The Parties acknowledge and accept that the facts set forth in the Recitals above are true, and are hereby incorporated into this Agreement.

2. **Planning.** The Parties understand and agree that approval of the Project is under the jurisdiction of the PSCW and that the Project's preliminary site plans are subject to approval from the PSCW for substantive site design changes. The Local Governments further agree that the Local Governments may not require changes to the Project to the extent that any authority of the Local Governments has been preempted by state law. The Local Governments do not waive any authority they have under Wisconsin law and Maple Grove Solar understands and recognizes that this Agreement shall not be construed in any fashion to constitute a waiver of any rights or authority by any of the Local Governments beyond those rights and authority expressly addressed in this Agreement or that are preempted by state statutes, regulations, or orders, including but not limited to the CPCN. Maple Grove Solar recognizes the benefits of sharing information with the Local Governments with the goals of minimizing detrimental impacts to existing infrastructure, managing costs, promoting good working relationships, and protecting non-participating property owners. Each Party agrees to support the Project CPCN and application in a manner consistent with the terms of this Agreement. The Local Governments further agree that the Project is generally consistent with each Local Government's land use plans and zoning codes, and that the Local Governments may not require changes to the Project to the extent such requirements are preempted by any Applicable Laws.

    a. The Local Governments have adopted a draft emergency response plan related to the Project (Emergency Response Plan), a copy of which is attached to this Agreement and labeled Exhibit A, which shall be adopted as the final Emergency Response Plan, subject to modifications incorporating Maple Grove Solar's final selection of components and Project design. The Barron County Local Emergency Planning Committee shall review and approve any update to the Emergency Response Plan proposed by Maple Grove Solar within sixty (60) days of Maple Grove Solar's submission of an update, if any, and approval shall be granted unless such approval is contrary to this Agreement, arbitrary or oppressive, or unsubstantiated by the evidence presented. At least ninety (90) days prior to the start of construction, the draft Emergency Response Plan shall be deemed final and not subject to any further supplement or amendment without the written consent of Maple Grove Solar and all Local Governments. At least thirty (30) days prior to the start of construction, Maple Grove Solar shall hold an on-site meeting inviting local emergency responders to discuss the site construction, Emergency Response Plan, emergency response information such as meeting points and locations of emergency equipment, and construction plans. Maple Grove Solar

shall provide both electronic and hard copies of the Emergency Response Plan, other emergency action plans or information, and site maps to local emergency responders.

b. At least thirty (30) days prior to the start of construction, Maple Grove Solar shall provide the construction target start date to the Local Governments.

c. At least thirty (30) days prior to the start of construction, representatives of Maple Grove Solar shall meet virtually or in person with the Local Government officials[1] responsible for roads and drainage and local emergency responders to present final plans for use of public roads (including all Town and County roads anticipated to be used during construction), public road crossings, driveway/entrance locations, location of equipment laydown yards, finalize construction scheduling and discuss safety practices and further coordinate local emergency response capabilities (such meeting, the Pre-Construction Meeting). At the Pre-Construction Meeting, the Parties shall identify safety concerns and structural issues of any road or structure, if applicable, and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.

d. No later than the date of the Pre-Construction Meeting, Maple Grove Solar shall provide the contact person for each Local Government with copies of any glare, sound, electromagnetic frequency, and storm water studies which were previously submitted in conjunction with the PSCW's CPCN review process.

e. No later than sixty (60) days after the commercial operation date (COD), Maple Grove Solar will schedule an on-site meeting inviting local emergency responders to discuss the operation's site-specific Emergency Response Plan, emergency response information such as meeting points, locations of emergency equipment, and operation plans. No later than one (1) year after the COD, an emergency response drill will be scheduled by Maple Grove Solar, at which local emergency responders will be invited to participate..

f. Maple Grove Solar shall make a one-time $20,000 payment to the County, which sum is to be divided amongst the Local Governments as determined by the Local Governments, as full and complete reimbursement to the Local Governments for their reasonable expenses related to any training, training materials, and equipment necessary to implement the draft and final Emergency Response Plan, including reasonable expenses related to the emergency response drill. All such costs have been listed out in Barron County Sheriff's Department Office of Emergency Management's Emergency Preparedness Plan in the section titled Fire Safety Impact Fee, and specifically under the Initial Impact and Annual Impact Fee subsections which are included in this JDA in Appendix [ ]. Unless otherwise directed in the Emergency Response Plan, Maple Grove Solar shall issue the reimbursement to the County within thirty (30) days of Maple Grove Solar's

[1] Local Government representatives under this provision shall be designated by each Local Government entity.

submission of the final Emergency Response Plan to the PSCW in accordance with Order Point 4 of the CPCN. The County shall provide payment to the Towns for their share of the reimbursed expense.

3. **Project's Use of Roads and Road Repair Obligations.**

a. Maple Grove Solar will construct twelve to twenty (12-20) foot wide Project site roads ("Project Roads") to provide access to public roadways and on-site equipment for construction and operation. The Project Roads will be constructed primarily at grade to maintain the site drainage characteristics. Maple Grove Solar may install culverts in areas of confined/preferential flow to maintain surface water flow under the Project Roads so long as such culverts or other modifications comply with any applicable Project permits as set forth in the CPCN Order or this Agreement. Maple Grove Solar will begin construction of the Project Roads by removing the topsoil and organic material, then compact and construct the subgrade per civil design requirements, before adding and compacting a layer of road base.

b. The Parties agree that the Project may use public roads, and that this Agreement expressly provides for such use to the extent approval is required by the Town or County, and that no additional Town or County permits are required for the use of public roads jurisdictional to the Town or County given the compensation that Maple Grove Solar shall pay to the Town and/or County, as applicable, pursuant to Sec. 3(f) below should any damage to public roads occur. Notwithstanding the foregoing, Maple Grove Solar agrees to apply for and obtain any required oversize or overweight permits for use of County roads or highways. Maple Grove Solar will fill out any other road permits only for informational purposes. Additionally, the Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment (collectively, the Facilities), that Maple Grove Solar may, when necessary, operate vehicles, build and use additional Project Roads, and place aboveground and underground Project Facilities within Project Road rights-of-way, cross roads, and drainage systems without the need for additional approval from the County or Town with respect to those utilities. Maple Grove Solar shall obtain any required County permit for installation of Facilities or any other work in a County highway right-of-way.

c. Maple Grove Solar shall commission a report prepared by a subject matter expert reasonably acceptable to the Local Governments to record the pre-construction condition of the portions of the Local Government roads and related infrastructure, transportation facilities or improvements anticipated to be used or impacted during construction (collectively, the "Public Roads" and constituting the "Construction Route") and provide such report to the Local Governments. This report will include video documentation and will be provided thirty (30) days prior to the start of construction of the Project. The Public Roads that will be used will be identified by Maple Grove Solar sixty (60) days prior to the start of construction. The

Construction Route and roads constituting the Public Roads may be modified as provided in Sections 2.c and 3.g upon written notification to the Local Governments. Maple Grove Solar shall comply with any County road weight restrictions during the period of February 1 through May 31, with the possibility that such period will be shorter subject to Town or County approval, and such approval shall not be delayed, and shall be granted unless contrary to this Agreement, arbitrary or oppressive, or unsubstantiated by the evidence presented. Maple Grove Solar also agrees to apply for and obtain any required oversize or overweight permits for use of County roads or highways that may be added as Public Roads. Approval of any such permit shall not be delayed, and shall be granted unless contrary to this Agreement, arbitrary or oppressive, or unsubstantiated by the evidence presented.

d. Maple Grove Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points in safe conditions consistent with County and Town standards for such Public Roads throughout the construction of the Project and promptly remedy any unforeseen damage caused by the Project or its operation during the operation of the Project as reasonably documented and requested by the County. Maple Grove Solar is not obligated to remedy or repair any damage to Public Roads that results from other public or third party use, normal wear and tear, or any other use, cause or event not directly related to the Project or its operation.

e. In instances where a utility line for the Project must cross a Public Road, Maple Grove Solar shall use directional boring under the roadway instead of open cuts for trenches that affect the roadway surface. All underground borings shall commence and terminate outside of the right-of-way, unless otherwise approved by the applicable permitting entity. Limited exceptions may be requested from the appropriate Local Government, which the appropriate Local Government will consider in good faith and approval of such exception shall not be delayed, and shall be granted unless approval is contrary to this Agreement, arbitrary or oppressive, or unsubstantiated by the evidence presented.

f. For purposes of this Section 3.f, the "Commercial Operation Date" shall be the date designated by Maple Grove Solar in its written notice to the Local Governments declaring that commercial operation of the Project has commenced. Promptly after the Commercial Operation Date, Maple Grove Solar shall commission a report prepared by a subject matter expert to document the post-construction condition of the Construction Route and compare it to previously documented pre-construction conditions. The subject matter expert's report shall be submitted to the Local Governments no more than ninety (90) days after the Commercial Operation Date. To the extent any damage (excluding normal wear and tear, unrelated to the Project) has occurred to Public Roads or private driveways as a result of the Project's construction, and unless waived by the Local Government with jurisdiction over the road or the owner of the private driveway, Maple Grove Solar shall compensate, indemnify and hold the Local Governments harmless for

damage to any Public Road affected by the Project, and shall compensate the relevant Local Government for the actual and direct costs incurred to restore or repair the Public Road(s) to a level equal to or better than the Public Road's pre-construction conditions. Maple Grove Solar shall return those portions of any private driveway or private road affected by the Project to a level comparable to their pre-construction conditions. Maple Grove Solar shall pay such compensation within forty-five (45) days following receipt of an invoice from the Local Government for such repair costs. All invoices for repair costs shall be submitted to Maple Grove Solar within 120 days of receipt of the subject matter expert's report.

g. The Public Roads identified in this Section will be the exclusive County and Town roads authorized to be used by construction vehicles (excluding vehicles used primarily for transporting construction employees) for the Project. If Maple Grove Solar needs to use County or Town roads not listed herein for construction vehicles, Maple Grove Solar shall provide notice to the applicable Local Governments and present an amendment to the plan identified in Section 2.c, and otherwise proceed in accordance with such section.

h. As affected by the maintenance and operational activities and decommissioning of the Project, Maple Grove Solar shall reasonably maintain the road infrastructure, other public infrastructure of the Construction Route and Project site access points in safe conditions consistent with County and Town standards throughout the Project operational period.

i. No less than ninety (90) days prior to the start of decommissioning, Maple Grove Solar and Local Governments shall coordinate, and where appropriate make necessary binding commitments, to ensure that all decommissioning activities have no material adverse impacts on County and Town roads.

4. <u>Project's Drainage Repair Obligations.</u>

a. Maple Grove Solar shall develop a Stormwater Pollution Prevention Plan and Erosion Control Plan for the Project (Erosion Plan) or similar plan as required by the PSCW. Maple Grove Solar shall provide these documents to the contact person for each Local Government at least thirty (30) days prior to the start of construction.

b. If not provided in the Erosion Plan, Maple Grove Solar shall have ninety (90) days from the completion of Project construction to provide the applicable Local Government with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the Project footprint, caused by construction activities that negatively impact drainage systems, and if applicable (b) compensate the applicable Local Government to repair such public drainage infrastructure to a level comparable to the pre-construction level. Maple Grove Solar shall complete all

relevant drainage infrastructure repairs within sixty (60) days of the Local Government's approval of the drainage infrastructure repair plan.

c. Maple Grove Solar agrees to maintain all drainage systems on the Project site to the extent necessary for proper drainage on the Project site and to prevent unreasonable drainage onto public property and roads or other private property, including rights of way, from the Project site, all in accordance with the Project's CPCN. Failures of the Project's drainage system to prevent unreasonable drainage onto public property and roads or other private property from the Project site will be corrected in a timely manner and to the Local Government's reasonable satisfaction. The obligations set forth in this Section 4 shall apply during construction, throughout the life of the Project's operations, during decommissioning and at the completion of decommissioning.

5. Utility Shared Revenue Payments.

a. The Parties acknowledge that (a) commercial operation of the Project is expected to result in payment by Maple Grove Solar of an annual license fee payable to the State of Wisconsin under Wisconsin Statutes §§ 76.28 or 76.29 (Annual License Fee), (b) pursuant to Wisconsin Statutes § 79.04, the State of Wisconsin pays certain formulaic amounts to certain counties and municipalities related to utility equipment and facilities located within their borders (Utility Shared Revenue Payment), and (c) the Utility Shared Revenue Payment is calculated and distributed by the State of Wisconsin, independent of the Annual License Fee. The Parties estimate that the Project will generate a total of $45,500,000 over its expected useful life in Utility Shared Revenue Payments, to be paid in the following estimated amounts annually by the State of Wisconsin to the Local Governments:[2]

1) $563,333 annually to the Town of Maple Grove
2) $736,667 annually to the County

The Parties hereto acknowledge and agree that under current law: (1) the sole obligation of Maple Grove Solar under this Section 5 is to make payments to the State of Wisconsin of the Annual License Fee; and (2) Maple Grove Solar has no control over the computation of or payment by the State of Wisconsin of the Utility Shared Revenue Payment and has no obligation to pay the Utility Shared Revenue Payment on behalf of the State of Wisconsin. Maple Grove Solar's payment under the Annual License Fee is due regardless of any change to the Shared Revenue Program. This Section 5 shall automatically be updated in the event of a change in state law that modifies the parties to which a Utility Shared Revenue Payment is made, or any other change in state law relating to Utility Shared Revenue

[2] The total amount of Utility Shared Revenue Payments and allocation of the same are based on current Project design as of the time of execution of this Agreement. These amounts and recipients may change based upon final Project design and construction or changes in state law. Additional payments from the State of Wisconsin may also be made, as provided for under state law.

Payments, and shall be interpreted consistent with the terms of state law in effect throughout the duration of this Agreement.

6. Assurances in Support of Decommissioning.

a. Maple Grove Solar shall be responsible for performing all decommissioning activities set forth in the decommissioning plan submitted to and filed with the PSCW (as may be amended) (Decommissioning Plan) and any other decommissioning activities required to decommission the Project in accordance with the CPCN.

b. Maple Grove Solar shall provide the following assurances in support of the Decommissioning Plan:

1) Within sixty (60) days of the Execution Date, Maple Grove Solar shall provide the Local Governments with a Decommissioning Plan. On or around every fifth anniversary of the Project's COD, the Decommissioning Plan shall be reviewed by an independent third party having relevant industry experience and expertise chosen by Maple Grove Solar with authorization to update the Decommissioning Plan's "Net Decommissioning Costs" to reflect current costs of decommissioning.

2) Within ninety (90) days prior to starting construction, Maple Grove Solar shall provide the County with cash, a bond, or a letter of credit (collectively and individually, Financial Assurance) to cover ten (10) percent of the estimated "Net Decommissioning Costs" as set forth in the Decommissioning Plan.

3) On or before the fifth anniversary of the Project's COD, Maple Grove Solar shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated "Net Decommissioning Costs" as set forth in the Decommissioning Plan.

4) On or before the tenth anniversary of the Project's COD, Maple Grove Solar shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated "Net Decommissioning Costs" as set forth in the Decommissioning Plan.

c. If Maple Grove Solar is acquired by a utility or cooperative with service territory in Wisconsin, no Financial Assurance shall be required. Financial Assurance shall be required if Maple Grove Solar is acquired by any entity other than a utility or cooperative with service territory in Wisconsin (Non-Utility Acquiring Entity). A Non-Utility Acquiring Entity shall be required to maintain the Financial Assurance and decommissioning requirements set forth in this agreement and the Decommissioning Plan filed with the PSCW.

d. Maple Grove shall reimburse the Local Governments for their actual reasonable costs and expenses relating to the Decommissioning Plan and its implementation. For avoidance of doubt, the reimbursement obligation shall include, without limitation, actual reasonable costs and expenses incurred by a Local Government to decommission the Project in whole or in part. Any reimbursement hereunder is due within thirty (30) days of presentment.

e. The Financial Assurance set forth herein and the Decommissioning Plan shall survive the termination of this Agreement until decommissioning is complete as determined by the PSCW or if the Project, Maple Grove Solar, or Non-Utility Acquiring Entity is acquired by a utility or cooperative with service territory in Wisconsin, in which case the Financial Assurance (to the extent not previously drawn by the County,) shall be promptly returned or released by the County to Maple Grove Solar or to the Non-Utility Acquiring Entity.

7. <u>Setbacks, Equipment Height, Vegetation, Fencing, Aesthetics and Sound Impacts.</u>

a. Project Setbacks. The Project design shall incorporate setbacks in accordance with the CPCN Order.

b. Equipment Height. The height of the Project's equipment shall be in accordance with the CPCN Order.

c. Vegetation Management. Maple Grove Solar shall comply with the vegetation management plan filed with and approved by the PSCW. Maple Grove Solar shall also adhere to any vegetation management requirements included in the CPCN Order.

d. Fencing.

1) Maple Grove Solar shall install deer fencing around the solar equipment at the height of eight (8) feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of eight (8) feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.

2) The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.

3) No fence shall cross a "navigable" waterway as defined by the Wisconsin Department of Natural Resources.

4) No fencing shall be placed within the right-of-way of any road or highway maintained or controlled by the Local Governments.

e. Aesthetics. Maple Grove Solar shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining landowners. For non-participating landowners whose residence abuts the Project, Maple Grove Solar shall make a good faith effort to address aesthetic concerns raised by such landowners. Good faith efforts shall include meeting with the landowner to discuss, and where appropriate, implement, reasonable mitigation.

f. Sound Impacts. The Project shall comply will all applicable PSCW requirements for sound levels.

8. **Assignment of Interest.** Maple Grove Solar shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-Party entity at any time so long as the purchaser, assignee or other party assuming Maple Grove Solar's interest agrees to assume and perform all of Maple Grove Solar's obligations set forth in this Agreement and in the CPCN Order, including but not limited to its obligations related to the Decommissioning Plan and Indemnification. In such event, such non-Party entity shall, with Maple Grove Solar or, in the event of total sale, assignment or lease, in lieu of Maple Grove Solar, have the same rights and obligations as Maple Grove Solar as set forth in this Agreement and in the CPCN Order, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Maple Grove Solar shall also have the sole and exclusive right (without consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity, or other financing for the Project to Maple Grove Solar or any of its affiliates so long as the assignee or other party possessing a right to assume Maple Grove Solar's interest agrees, upon such assumption, to assume and perform all of Maple Grove Solar's obligations set forth in this Agreement and its obligations set forth in the CPCN. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Maple Grove Solar, or any sale of direct or indirect ownership interests in Maple Grove Solar (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement.

9. **Cooperation.** Maple Grove Solar and the Local Governments shall communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project. If, at any time after the Project's COD, Maple Grove Solar brings forth a new permit application to the PSCW related to the Project, then Maple Grove Solar shall provide the Local Governments with sixty (60) days' prior notice of such action and the Parties shall work together in good faith to develop and implement appropriate modifications to this Agreement to account for such action, to be determined within each Party's discretion and pursuant to the Local Governments' legal obligations.

10. **Compliance and Complaint Process.** Maple Grove Solar shall identify to the contact person for each Local Government a Project contact for compliance and complaints, if any (Project Contact). During construction, the construction site manager of the engineering, procurement, and construction firm selected by Maple Grove Solar will be designated as the Project Contact. After construction completion, at least one member of Maple Grove Solar's full-time operations team will be its Project Contact. Complaints shall be submitted in writing via electronic mail at an address provided by Maple Grove Solar. The Project Contact shall respond to any inquiries or complaints as soon as possible, and no later than 24 hours' after the inquiry or complaint.

11. **Fee Reimbursement.** Maple Grove Solar shall reimburse each Local Government for its documented third party out-of-pocket legal fees, engineering fees, and other costs reasonably incurred in the review of this Agreement, conditioned on execution of this Agreement. Payment shall be due within 30 days of the date a Local Government provides an invoice for such fees.

12. **Indemnification.** Maple Grove Solar agrees to defend, indemnify, and hold harmless each Local Government and its elected officials, supervisors, trustees, administrators, employees, and representatives (collectively the Indemnified Parties) against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Government and for physical injury to any person, to the extent the same is a result of any activities or operations of Maple Grove Solar, its agents and employees, or the performance or non-performance of its duties pursuant to this Agreement, except to the extent caused by the negligence or intentional misconduct, as determined by final order of a court of competent jurisdiction after all appeals are exhausted, of one or more of the Indemnified Parties. Furthermore, Maple Grove Solar agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third-party claims arising out of performance or non-performance of any of the terms and conditions of this Agreement except to the extent caused by the negligence or intentional misconduct, as determined by final order of a court of competent jurisdiction after all appeals are exhausted, of one or more of the Indemnified Parties. This indemnification obligation shall survive the termination of this Agreement.

13. **Insurance.**
    a. Maple Grove Solar shall at all times during construction, operation and decommissioning of the Project maintain insurance coverage in the following minimum amounts:
        1) Comprehensive General Liability Insurance, including coverage for personal injury, including death of persons resulting from injuries occurring on or in any way related to the construction, use, operation or decommissioning of the Project in a minimum amount of $2 million per occurrence and with the combined aggregate of $5 million.

        2) Workers' Compensation in the statutorily required amounts.

3) Automotive liability in the amount of not less than $1,000,000 per occurrence (owned, non-owned, and hired vehicles) for bodily injury, death of any person, and property damage.

4) Employers' Liability with policy limits not less than $500,000 per occurrence, $500,000 per employee, and $500,000 policy limit.

5) Umbrella / Excess Liability with policy limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate.

b. Maple Grove Solar shall submit certificates of insurance to the Local Governments certifying that Maple Grove Solar has obtained the minimum coverage limits as required herein and showing that each Local Government, and each's elected officials, employees and agents are named as additional insureds on the comprehensive general liability insurance policy and the automotive liability insurance policy.

Maple Grove Solar shall require consultants, contractors, subcontractors, or other parties performing work on the Project at any time to maintain insurance coverage consistent with the amounts set forth in Section 12(a).

14. **Compliance with Laws.** Maple Grove Solar shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any relevant government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities unless such approvals or compliance are otherwise preempted by the CPCN Order or this Agreement (collectively, "Applicable Laws").

15. **Entire Agreement.** This Agreement, including all other documents and agreements referenced herein, constitutes the entire Agreement among the Parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate any related and applicable approvals of the Local Governments if not preempted by the grant of the CPCN or if agreed to by Maple Grove Solar in this Agreement. For the avoidance of doubt, the Parties agree that Maple Grove Solar is not required to obtain or apply for any permits from the Local Governments other than those expressly included in this Agreement or the CPCN Order. In the event of a conflict between this Agreement, any related approvals by the Local Governments, or the requirements of the PSCW, the PSCW's requirements shall be deemed controlling. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.

16. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.

17. **Acknowledgement of Governmental Entity Status.** Maple Grove Solar acknowledges and accepts that each Local Government is a governmental entity governed by specific provisions of the Wisconsin Statutes, including but not limited to Wisconsin State Statute Ch. 19 regarding public records. The Parties acknowledge and accept that each Party must comply with any Applicable Laws in light of each Local Government's status as a governmental entity.

18. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver or forfeiture of any governmental immunity of any Local Government, and each Local Government retains all applicable governmental immunities, defenses, and statutory limitations available.

19. **Disputes.** Maple Grove Solar will have sixty (60) days from the time in which a Local Government notifies it of any dispute related to this Agreement to: 1) make a determination of its validity, and if so determined to be valid, 2) provide a plan in which to reasonably remedy such complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the Local Government shall provide written notice of said dispute to Maple Grove Solar within thirty (30) days after the occurrence of steps 1) or 2) (Notice of Dispute). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the Local Government. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The costs of the mediator shall be equally shared by the Parties. In the event the Parties are unable to resolve any Dispute through mediation, the Parties consent to the Western District of Wisconsin as the venue for any Dispute arising out of this Agreement, unless it is determined by that court through a duly issued order that it lacks jurisdiction over the Dispute, in which case the Parties consent to venue in any Wisconsin state court.

20. **Dismissal of 25CV95**. As a condition precedent to the effectiveness and enforceability of this Agreement, Barron County agrees to voluntarily dismiss with prejudice its petition for judicial review pending in Barron County Circuit Court designated as Case No. 25CV95. Within 7 days of the execution of this Agreement, Barron County will file in Barron County Circuit Court a voluntary dismissal of 25CV95 dismissing the case in its entirety with prejudice. Maple Grove Solar agrees to stipulate to that voluntary dismissal to the extent necessary to effect the dismissal of the case in its entirety with prejudice.

21. **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole. The failure of either Town or the County to execute this Agreement has no impact on the validity or enforceability of this Agreement as

between Maple Grove Solar and any of the Local Governments that do execute this Agreement.

22. **Authority.** The persons executing this Agreement represent that they have the legal authority to bind the respective Party for which such signature is made.

23. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for the duration of the Project's commercial operation, unless terminated by mutual agreement of the Parties. Notwithstanding the foregoing Sections 2(f), 3(h), 5(a), 6, 12 and any other Section of this Agreement expressly intended to survive termination or expiration of Agreement shall survive and any and all such terms, obligations, covenants and undertakings shall continue in full force and effect,

24. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

If to Maple Grove Solar:

Robin Saiz
Chief Development Officer
ibV Energy partners LLC
777 Brickell Ave., Suite 500
Miami, FL 33131

If to Barron County:

NAME: Jeff French
TITLE: Barron County Administrator
EMAIL: jeff.french@co.barron.wi.us

With a copy to:

NAME: John Muench
TITLE: Barron County Corporation Counsel
EMAIL: john.muench@co.barron.wi.us

If to the Town of Maple Grove:

_____
_____
_____
_____

If to the Town of Barron:

Darren Bjugstad
Town of Barron Chairman
darrenfrombarron@gmail.com
1392 13th St Barron WI 54812

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States certified mail, postage prepaid, return receipt requested; or (iii) on the next business day if sent by overnight delivery service (e.g., Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

Notices may be also sent via email transmission to the email addresses provided below, however, notice sent via email shall be followed by notice delivered by personal service or by certified mail, return receipt requested, or by overnight delivery.

(Signatures appear on the following pages)

MAPLE GROVE SOLAR I, LLC, a Delaware limited liability company:

Approved this _____ day of _____, 2025.

_____

By (Printed Name): _____

Its: _____

MAPLE GROVE SOLAR II, LLC, a Delaware limited liability company:

Approved this _____ day of _____, 2025.

_____

By (Printed Name): _____

Its: _____

BARRON COUNTY:

Approved this _____ day of _____, 2025.

_____

By (Printed Name): _____

Its: _____

TOWN OF MAPLE GROVE:

Approved this _____ day of _____, 2025.

_____

By (Printed Name): _____

Its: _____

TOWN OF BARRON:

Approved this _____ day of _____, 2025.

_____

By (Printed Name): _____

Its: _____

MAPLE GROVE SOLAR I, LLC, a Delaware limited liability company:

Approved this 12 day of August, 2025.

By (Printed Name): Timothy C. Kim
Its: President

MAPLE GROVE SOLAR II, LLC, a Delaware limited liability company:

Approved this 12 day of August, 2025.

By (Printed Name): Timothy C. Kim
Its: President

BARRON COUNTY:

Approved this 18TH day of AUGUST, 2025.

By (Printed Name): LOUIE OKEY
Its: BARRON COUNTY BOARD CHAIR

TOWN OF MAPLE GROVE:

Approved this 10 day of Sept., 2025.

By (Printed Name): Paul Hutchison
Its: Town of Maple Grove Board.

TOWN OF BARRON:

Approved this 19th day of August, 2025.

By (Printed Name): DARREN BJUGSTAD
Its: Town of BARRON CHAIRMAN