

CHARITABLE PLEDGE AGREEMENT

This Charitable Pledge Agreement (this "Agreement") is made and entered as of this _____ day of _____, 2025, by and between Muddy Creek Solar, LLC (the "Donor"), and Menomonie Area School District (the "Donee").

RECITALS

1. The Donor is seeking to develop, construct, and operate a 300-megawatt ("MW") solar photovoltaic electrical generating facility at the point of interconnection ("POI") with necessary associated facilities such as a generation tie line, a new substation, power collection lines, a battery energy storage system, an operations and maintenance facility, and access roads in the Town of Spring Brook, Dunn County, Wisconsin (the "Project").
2. The Project will be located within the Donee's school district boundaries.
3. The Donor desires to make a gift to the Donee to assist with Donee's costs of educating the students attending the Donee's schools.
4. The Donor recognizes and agrees that the Donee will rely on this Agreement for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Donor and the Donee agree as follows:

1. **Community Fund Payments.** Subject to the conditions herein, the Donor shall contribute to the Donee a total of Twelve Thousand and Five Hundred 0/100 Dollars (\$12,500) annually for the Project within the Donee's school district boundaries (the "Community Fund Payments"). Such Community Fund Payments shall be made once per year for a total of twenty (20) years with the first payment due within sixty (60) days after the commencement of commercial operation of the Project and subsequent payments due in the first month of each subsequent year of commercial operation (not to exceed twenty (20) years in total).

2. **Conditions of Community Fund Payments.** The Donor's Community Fund Payments are conditioned upon the Project's receipt of a Certificate of Public Convenience and Necessity from the Public Service Commission of Wisconsin, commercial operation of the Project with interconnection capacity of at least 300 MW at the POI, and Donee's continued existence as a school district within the boundaries of which the Project infrastructure is sited and operates.

3. **Use of Community Fund Payments.** The Donee may use the Community Fund Payments for its general support and for all legal purposes the Donee deems fit.

4. **Irrevocability.** The Donor acknowledges that the Donee is relying and may continue to rely on the Community Fund Payments, and that the Donor's obligation to

make the Community Fund Payments described herein is irrevocable assuming satisfaction of the conditions described in Section 2 hereof. Furthermore, this Agreement shall constitute a binding obligation of the Donor and the Donor's successors or assigns under Wisconsin law. Donor agrees that, in the event the Project is sold, gifted, or transferred to any person or entity other than Donor, the new owner of the Project shall be legally obligated to comply with the terms and conditions of this Agreement, including, but not limited to, making all unpaid Community Fund Payments as of the time of the transfer of the Agreement, and on the schedule provided in this Agreement. Donor further agrees that this Agreement shall be a secured debt in the event of a bankruptcy or a decision to discontinue operations.

5. **General Provisions.** This Agreement states the entire understanding of the parties with respect to the use and timing of the Community Fund Payments and shall be governed by the laws of the State of Wisconsin. This Agreement may be amended by a written amendment signed by parties hereto. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE DONOR:

Muddy Creek Solar, LLC

By: _____

Name: _____

THE DONEE:

Menomonie Area School District

By: _____

Name: _____