

**HOLD HARMLESS AGREEMENT**

24 Middle Solar 1 LLC ("24 Middle") hereby agrees that it will indemnify and hold harmless the Connecticut Siting Council (the "Siting Council") and its respective employees, officers, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all losses, claims, actions, costs and expenses, judgements, subrogations, or other damages (collectively, "Claims") brought against or incurred by the Siting Council or the Indemnified Parties due to injury to a person or damage to property at the solar photovoltaic facility site located at 24 Middle Road in Ellington, Connecticut (the "Premises") to the extent such injury or damage arises out of the agricultural co-use plan and the corresponding presence of third parties within the fenced solar facility site in the performance of the agricultural co-use plan, unless such Claims are the result of the negligence, recklessness or willful misconduct of the Siting Council or the Indemnified Parties.

This Hold Harmless Agreement shall remain in full force and effect for so long as 24 Middle is developing and operating the solar facility on the Premises and performing the agricultural co-use plan, and shall terminate upon the earlier of the decommissioning of the solar facility or the termination of the agricultural co-use plan.

IN WITNESS WHEREOF, this Hold Harmless Agreement has been executed as of the 7th day of April, 2025.

24 Middle Solar 1 LLC

By: \_\_\_\_\_

Name: Michael Borkowski

Title: Member