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defaulting Party from its obligation to indemnify, save harmless and defend the non-defaulting Party from any claims, demands, suits, losses, liabilities, damages, obligations, payments, costs and expenses (including the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) relating to, arising out of or resulting from such default or any failure to observe or perform any covenant or obligation under this Interim ESA.

7.3 Force Majeure. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Interim ESA:

i. Upon the occurrence of a Force Majeure Event, such Party shall promptly notify the other Party in writing and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance.

ii. The affected Party shall be entitled to suspend or modify its performance obligations under this Interim ESA, other than the obligation to make payments then due or becoming due under this Interim ESA, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts.

iii. The affected Party shall use reasonable efforts to resume its performance as soon as possible.

7.4 Neither Party shall set off amounts from any other transaction outside the terms of this Interim ESA.

ARTICLE 8.
TITLE TRANSFER, INDEMNIFICATION & LIABILITY

8.1 Title to and risk of loss related to Electricity shall transfer from Producer to National Grid at the Delivery Point. Producer warrants that it will deliver to National Grid Electricity at the Delivery Point free and clear of all liens, claims and encumbrances.

8.2 To the fullest extent permitted by law, each Party ("Indemnifying Party") shall indemnify, defend, and save harmless the other Party, its officers, directors, agents and employees, (collectively the "Indemnified Parties") from and against any and all loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, as they exist on the Effective Date of this Interim ESA or arise at any time thereafter, (including reasonable attorneys' fees and disbursements) arising out of any damage or injury to the Indemnified Parties' equipment, property of facilities, or the equipment, property, or facilities of third parties (including real property, personal property and environmental damages), persons, (including injuries resulting in death), caused by or arising out of or in any way connected with the Indemnifying Party's performance or non-performance of its obligations under this Interim

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ESA; provided however, each Party shall be liable for all claims of the Party's own employees arising out of any provision of the Workers' Compensation Law.

8.3 In the event that the claims, damages, losses, judgments, or settlements are the result of the negligence of both Parties, each Party shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of both Parties, or in the absence thereof, as determined by adjudication of comparative negligence by the courts referenced in Article 10.

8.4 Each Party hereto shall furnish the other Party with prompt written notification after such Party becomes aware of any event or circumstances, or the threat thereof, which might give rise to such indemnification. The Indemnifying Party shall take prompt action to defend and indemnify the other Party against claims, actual or threatened, but in no event later than notice by the Indemnified Parties to the Indemnifying Party of the service of a notice, summons, complaint, petition or other service of a process against the Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to this Interim ESA, the work, or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Indemnifying Party, its agents, employees, contractors or suppliers.

8.5 The Indemnifying Party shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. However, the Indemnified Parties may, at their own expense, retain separate counsel and participate in the defense of any such suit or action. Furthermore, the Indemnifying Party understands and agrees it is responsible for any and all costs and expenses incurred by the Indemnified Parties to enforce this indemnification provision.

8.6 The duty to indemnify under this Article 8 will continue in full force and effect notwithstanding the expiration or termination of this Interim ESA, with respect to any loss, liability, damage or other expense based on events, which occurred prior to such termination.

ARTICLE 9.
LIMITATION OF LIABILITY

With the exception of third party bodily injury and/or property damage, neither National Grid nor Producer, nor their directors, trustees, agents, officers or employees will be liable to the other Party, its directors, trustees, agents, officers or employees, for incidental, punitive, exemplary, special, indirect or consequential damages of any nature connected with or resulting from such Party's performance of this Interim ESA.

ARTICLE 10.
CHOICE OF LAW AND DISPUTE RESOLUTION

10.1 This Interim ESA and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without regard to principles of conflicts of law. Any lawsuits arising under this Interim ESA shall be instituted in the Federal or State courts of New York and each Party hereby irrevocably

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submits to the *in personam* jurisdiction of such courts. Each Party herein waives its respective right to a jury trial with respect to any litigation arising under or in connection with this Interim ESA.

10.2 Any dispute or need of interpretation arising out of this Interim ESA pertaining to the calculation of a payment required pursuant to Article 5 may, by mutual agreement, be submitted to and settled by an independent nationally recognized public accounting firm mutually selected by the Parties, whose determination shall be final and binding on the Parties hereto and whose fees and expenses shall be borne by the Party found to be at substantial fault by such independent public accounting firm. If the independent public accounting firm finds that there is no substantial fault on the part of either Party, each Party shall be responsible for its own fees and expenses.

ARTICLE 11.
REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Each Party represents and warrants to the other Party that:

(i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Interim ESA and any other documentation relating to this Interim ESA;

(iii) the execution, delivery and performance of this Interim ESA and any other documentation relating to this Interim ESA are within its powers, will have by the Effective Date been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(iv) this Interim ESA and each other document executed and delivered in accordance with this Interim ESA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

(v) there are no Bankruptcy Proceedings pending or being contemplated by it or, to its knowledge, threatened against it;

(vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Interim ESA or any other document relating to this Interim ESA to which it is a party;

(vii) no Event of Default or event which, absent a cure, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Interim ESA or any other document relating to this Interim ESA; and

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(viii) it is acting for its own account, has made its own independent decision to enter into this Interim ESA and as to whether such Interim ESA is appropriate or proper for it based on its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of the Interim ESA. It is the express intention and understanding of the Parties that all of the representations and warranties hereunder shall survive any termination of this Interim ESA.

11.2 Producer represents and warrants to National Grid that:

(i) No additional generating capacity will be installed at the Production Facility without reasonable prior notice to National Grid. Producer shall coordinate in advance any such installations with National Grid and shall provide National Grid all reasonable assurance, including rights of inspection of the Production Facility, that electricity generated by such additional capacity will not be delivered for sale to National Grid under this Interim ESA, unless an amendment to this Interim ESA permitting such sales has been executed by the Parties; and

(ii) at all times during the term of this Interim ESA all Electricity that Producer delivers and National Grid purchases under the terms of this Interim ESA shall be produced solely and exclusively by the Production Facility.

ARTICLE 12.
RELATION TO THE TARIFF

Charges for electric service (as defined in the Tariff) furnished by National Grid to Producer will be governed by the provisions of the Tariff and not by this Interim ESA. The Electricity delivered by Producer to National Grid under this Interim ESA will be metered separately from the Electricity delivered by National Grid to Producer.

ARTICLE 13.
MAINTENANCE OF FACILITIES

13.1 During the term of this Interim ESA, Producer agrees to employ Good Utility Practice to maintain, repair, refurbish and preserve the Production Facility in good working order, capable of producing Electricity as designed.

13.2 The duly authorized agent or agents of National Grid shall, at all reasonable hours and upon notice to Producer, have access to the Production Facility for the purposes of inspecting the Production Facility and the records of Electricity generated and delivered to the Distribution System of National Grid and to inspect the interconnection between the Production Facility and National Grid's Distribution System. At any time that National Grid personnel are on the site or in the Production Facility, such personnel shall observe all safety rules and regulations adopted by Producer. Each Party shall be liable for all claims of its employees arising out of any provision of the Worker's Compensation Law.

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ARTICLE 14.
MAINTENANCE OF STATUS AS QUALIFYING FACILITY

14.1 Producer represents and warrants that the Production Facility is a QF and meets all the requirements for such status as that term and those requirements are defined, used, and established in PURPA and the regulations of the PSC and FERC promulgated there under (hereinafter "QF Status"). Producer agrees that it shall provide to National Grid a copy of any and all filings and correspondence with the PSC and FERC which relate to the Production Facility's QF Status within ten (10) Business Days of such filing or correspondence, in the manner specified for notices in this Interim ESA if requested by National Grid.

14.2 If at any time Producer does not maintain its QF Status, Producer shall notify National Grid within ten (10) Business Days of such event. If at any time Producer does not maintain QF status under PURPA (whether or not Producer has provided notice to National Grid thereof) National Grid's purchase obligations under this Interim ESA shall immediately and automatically terminate, without the need for National Grid to provide Producer with any notice of such termination and National Grid shall thereafter have no obligation to account or pay for Electricity received from Producer until such time as: (i) an agreement concerning the interconnection of the Production Facility to National Grid's Distribution System has been accepted for filing by FERC, provided however that if both Producer and National Grid execute and accept the pro forma small generator interconnection agreement in the NYISO OATT with no changes, this requirement shall be regarded as completed upon filing of that executed interconnection agreement; and (ii) Producer shall have been accepted as a customer under the NYISO's OATT and Market Administration and Control Area Services Tariff.

14.3 If the legal or regulatory obligation under PURPA for utilities to purchase the output of QFs is rescinded or otherwise amended or removed, National Grid, in its sole discretion, shall have the right, but not the obligation, to terminate this Interim ESA upon thirty (30) days written notice of such termination to Producer, provided however that in the event that such changes require that any interconnection agreement with the Production Facility be filed with FERC rather than the PSC, National Grid's purchase obligations under this Interim ESA shall immediately and automatically terminate, without the need for National Grid to provide Producer of any notice of such termination and National Grid shall thereafter have no obligation to account or pay for Electricity received from Producer until such time as: (i) an agreement concerning the interconnection of the Production Facility to National Grid's Distribution System has been filed with FERC by National Grid pursuant to the Interconnection Agreement; and (ii) Producer and National Grid reach a separate agreement for the sale of electricity or Producer has been accepted as a customer under the NYISO's OATT and Market Administration and Control Area Services Tariff. Nothing contained herein shall be read as a waiver of any rights that Producer may have under applicable provisions of state or federal law or regulation to sell electricity to National Grid, and each Party reserves its rights with respect to any such request for the sale of electricity and interpretation of then-current law or regulation.

14.4 In the event that this Interim ESA is terminated and Producer wishes to qualify or perform as an Exempt Wholesale Generator under Section 32 of the Public Utility Holding Company Act of 1935 ("PUHCA") and FERC's regulations promulgated hereunder, as the same

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may be amended, modified or restated from time to time, National Grid shall not take any action to oppose, impede or subvert Producer's efforts to obtain appropriate regulatory exemptions and approvals that Producer deems necessary or desirable, including, without limitation, market-based rate approval or approval of this Interim ESA as part of a rate schedule pursuant to the Federal Power Act and a certificate of public convenience and necessity, if required, pursuant to the New York Public Service Law ("NYPSL").

14.5 After the expiration or termination of this Interim ESA, nothing contained herein shall be construed to constitute a waiver by Producer of any rights it may have under PURPA, NYPSL or applicable law, including rights with respect to back-up services, interconnection, reactive power or other similar rights, whether or not a contract is required or desirable.

ARTICLE 15.
PERMITS AND APPROVALS

Producer has obtained all environmental and other permits lawfully required to operate the Production Facility during the term of this Interim ESA, and Producer shall notify National Grid upon National Grid's request, in writing, that it has obtained all such required permits. Producer shall, upon request, provide National Grid all reasonable assurances and evidence in addition to Producer's notification as herein above described that such required permits have been obtained and remain in force.

ARTICLE 16.
ASSIGNMENT

This Interim ESA and all of its terms and conditions shall bind and inure to the benefit of the heirs, executors, administrators, successors, grantees and assigns of Producer and National Grid, provided, however, neither Party shall assign this Interim ESA or its rights hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld; *further provided, however,* either Party may, without the consent of the other Party (and without relieving itself from liability hereunder incurred prior to and including the date of any such assignment); (i) transfer, sell, pledge, encumber or assign this Interim ESA or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Interim ESA to an affiliate of such Party, when in the sole reasonable judgment of the non-assigning Party, the affiliate's creditworthiness is not materially different than that of such Party, or (iii) transfer or assign this Interim ESA to any person or entity succeeding to all or substantially all of the assets of such Party; *further provided, however* Producer will not object to National Grid assigning the Interim ESA to a third party who, in the sole reasonable judgment of Producer is credit-worthy and National Grid will not object to Producer assigning the Interim ESA to a third party who, in the sole reasonable judgment of National Grid is creditworthy, and who owns the Production Facility, *further provided, however,* that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.

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ARTICLE 17.
NON-WAIVER

No waiver or modification of any rights or provisions of this Interim ESA shall be effective unless made in writing and executed by both Parties. No express waiver or modification in any specific instance as provided herein shall be construed as a waiver or modification of future instances, unless specifically so provided in writing. The failure of either Party to insist on any one or more occasions on strict performance of any of the provisions of this Interim ESA, or to exercise any right herein, shall not be construed as a waiver or relinquishment for the future of the strict performance of any such provision or the exercise of any such right.

ARTICLE 18.
NOTICES

All notices, requests or statements shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile, electronic mail, or other documentary form. Notice by electronic mail shall be deemed to have been received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement). Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received at the close of the next Business Day). Notice by overnight mail or courier shall be deemed to have been received one Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

To National Grid:

Christopher Meyer
Director – Wholesale Electric Supply
National Grid
175 East Old Country Road
Hicksville, New York 11801
Phone: 516-490-9096
E-Mail: Christopher.Meyer@nationalgrid.com

and

Jason Eno
Manager – NY Electric Supply
National Grid
300 Erie Boulevard West
Syracuse, New York 13202
Phone: 315-428-5692
E-Mail: Jason.Eno@nationalgrid.com

To Producer:

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Mike Mokrzycki
Deputy Executive Director
Onondaga County Resource Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212
Phone: 315-453-2866 ext 1211
E-Mail: mmokrzycki@ocrra.org

and

James Gascon
Agency Counsel
Costello, Cooney, Fearon & Fetterman
211 West Fayette Street
Syracuse, NY 13202
Phone: 315-952-5115
E-Mail: jgascon@ccf-law.com

ARTICLE 19.
OTHER DOCUMENTS

Pursuant to the New York State Clean Energy Standard requirements to report generation into the NYGATS, Producer and National Grid agree to work together to register, and/or maintain registration for the Production Facility in NYGATS and report generation data for the Production Facility to NYGATS.

Each Party hereto agrees to execute and deliver such documents and certificates and take such other actions as the other Party may reasonably request from time to time in order to carry out more effectively the intent and purpose of this Interim ESA. Each Party shall bear its own costs to execute and deliver such documents and certificates.

ARTICLE 20.
MISCELLANEOUS PROVISIONS

20.1 This Interim ESA is intended solely for the benefits of the Parties herein. Nothing in this Interim ESA shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

20.2 This Interim ESA constitutes the entire Interim ESA between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

20.3 This Interim ESA shall not be amended unless the amendment is in a signed writing and signed by National Grid and Producer.

20.4 The term “including” when used in this Interim ESA shall be by way of example only and shall not be considered in any way to be limiting.

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20.5 The headings used herein are for convenience and reference purposes only and shall not constitute a part of this Interim ESA for any other purpose.

20.6 In the event that any of the provisions of this Interim ESA, or any portions or applications thereof, shall be determined to be unenforceable, invalid, or otherwise contrary to law, by any court of competent jurisdiction, Producer and National Grid shall negotiate in good faith to attempt to agree upon an equitable adjustment in the provisions of this Interim ESA with a view toward effecting the purpose of this Interim ESA. In the event that the Parties are unable to agree upon such an adjustment, such unenforceability or invalidity shall in no manner operate to render any other provision of this Interim ESA unenforceable, void or contrary to law, and this Interim ESA shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Interim ESA.

20.7 This Interim ESA may be executed in more than one counterpart, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Interim ESA to be executed as of the date first above written.

NIAGARA MOHAWK POWER CORPORATION

Signed by:

By: Christopher Meyer RD

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Name: Christopher Meyer

Title: Authorized Signatory for Niagara Mohawk Power Corporation d/b/a National Grid

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

By Kevin Spillane

Name: Kevin Spillane

Title: Executive Director

APPROVED AS
TO LEGAL FORM
Initials Date 11/6/25