

WAIVER AND DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

RE: Between Town of Hamden and Fraser Storage, LLC

WHEREAS, Fraser Storage, LLC ("Company") is the developer of an energy storage project in the Town of Hamden, Delaware County, New York ("Project") and the Town of Hamden ("Town") is the municipal entity from which Company is required to obtain certain approvals relating to the Project; and

WHEREAS, Company has requested Young/Sommer LLC ("YS" or "Young/Sommer") to represent it to assist in agreements and approvals required for the construction and operation of the Project, a role Company's parent and affiliated entities have already engaged Young/Sommer on for other projects in New York for many years; and

WHEREAS, Young/Sommer is representing the Town of Hamden as Town Attorney and has done so for many years; and

WHEREAS, due to Young/Sommer's present representation of both Company and the Town, there is a potential conflict of interest presented by YS's representation of Company and the Town on the Project going forward; and

WHEREAS, Young/Sommer has explicitly advised the parties of this potential conflict of interest; and

WHEREAS, both the Town and Company believe that YS's assistance to the Town in the review of the Project will benefit the Town; and

WHEREAS, both the Town and Company acknowledge that nothing in this Agreement permits or authorizes in any manner the disclosure of any client confidences to the other party; and

WHEREAS, Young/Sommer has advised both the Town and Company that other counsel may review this agreement, the potential for a conflict of interest and advise with respect to this matter; and

WHEREAS, both parties have considered the matter, had the opportunity to discuss this matter with counsel, and have agreed to waive the potential conflict of interest with regard to Young/Sommer representing Company on matters for the Project other than appearances and negotiations with or before the Town and representing the Town in the review of the Project as provided below;

NOW IT IS STATED, AGREED AND ACKNOWLEDGED THAT:

The Town agrees and understands that:

- (i) Young/Sommer has acted as legal counsel to Company and provided legal advice on energy storage project development, including but not limited to state permitting compliance, local zoning regulations, other state and local permitting matters, and other development matters for the Company and will provide advice and counsel to the Company related to the same matters for the current Project other than appearances and negotiations with or before the Town;
- (ii) Town has been advised by Young/Sommer to consult with other legal counsel, if needed to review the potential for a conflict of interest related to this matter;
- (iii) Company desires to retain Young/Sommer to represent it for Project legal services;
- (iv) Notwithstanding the foregoing, the Town agrees Young/Sommer may continue to provide advice to Company regarding environmental permitting and development matters for the Project, but YS will not appear before the Town in person or through direct communications or participate in the negotiation of any agreements on behalf of the Company that involve the Town related to the Project. This agreement does not affect any other YS representation of other Company projects or matters in New York; and
- (v) If information is discovered that could result in a dispute or claim between Company and the Town, YS will withdraw from representation of Company on representation related solely to the Project. In the event of a withdrawal of representation of the Company, YS may still represent the Town without limitation, including in potential litigation or formal dispute proceedings, including proceedings related to the Project, except in any litigation commenced by the Town against the Company, in which case the Town agrees it will retain other counsel.

And Company also acknowledges that:

- (i) Company understands that Young/Sommer has represented and does, at present, represent the Town and will continue to do so;
- (ii) Company has been advised by Young/Sommer to consult with other legal counsel, if needed to review the potential for a conflict of interest related to this matter,
- (iii) Town desires to retain Young/Sommer to represent it as Town Attorney related to review of the Projects without limitations as set forth above; and
- (iv) Notwithstanding the foregoing, the Company agrees that Young/Sommer may continue to provide advice to Company regarding environmental permitting and development matters for the Project, but YS will not appear before the Town in person or through direct communications or participate in the negotiation of any agreements on behalf of the Company that involve the Town related to the Project.

This agreement does not affect any other YS representation of other Company projects or matters in New York; and

- (v) If information is discovered that could result in a dispute or claim between Company and the Town, YS will withdraw from representation of Company on representation related solely to the Project. In the event of a withdrawal of representation of the Company, YS may still represent the Town without limitation, including in potential litigation or formal dispute proceedings, including proceedings related to the Project.

Young/Sommer acknowledges and agrees that:

- (I) It will safeguard the confidentiality of information that it has gained or will gain during its representation of the Town related to review of the Project;
- (ii) It will safeguard the confidentiality of information that it has gained or will gain during its representation of Company regarding the Project;
- (iii) If in the course of its representation, if it discovers information that could result in a dispute or claim between Company and the Town, it will withdraw from representation of Company on representation related solely to the Project;
- (iv) In the event of a dispute or claim between the Company and the Town related to the Project that results in a withdrawal of representation of the Company, YS may still represent the Town without limitation, including in potential litigation or formal dispute proceedings, including proceedings related to the Project, except in any litigation commenced by the Town against the Company, in which case the Town agrees it will retain other counsel.

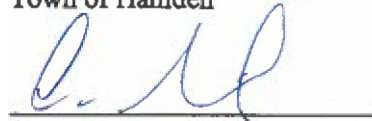
NOW, therefore, the undersigned agrees to consent to Young/Sommer's representation of:

(1) Company to provide state and local permitting assistance on the Project; and (2) the Town to provide review of Project permitting without limitation. Dated: March 4, 2026

BY:


Town of Hamden

BY:


Fraser Storage, LLC

BY:


Young/Sommer LLC