STATEMENT OF COMMITMENTS

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR DEVELOPMENT PLAN APPROVAL

In accordance with I.C. 36-7-4-1015, Liberty Madison Storage LLC ("Owner") the owner of the following described real estate located in Madison County, Indiana, makes the following COMMITMENTS concerning the use and development of the following parcel of real estate (the "Real Estate"):

Legal Description: See Exhibit A attached hereto and incorporated herein by reference

Statement of COMMITMENTS:

1. The Real Estate shall only be used for BESS (defined below) or uses permitted in an agricultural district. The Real Estate shall not be used for the following uses: sewage treatment plant, industrial uses (high impact), mineral extraction and processing, and Commercial Solar Energy Systems (SES), as each is defined in the Madison County Zoning Ordinance; provided, however, that such prohibited uses shall not be construed as prohibiting a BESS (defined below).

   a. Notwithstanding anything herein to the contrary, any BESS on the Real Estate shall be confined solely to those portions of the Real Estate depicted and designated for BESS use on the site plan attached hereto as **Exhibit B** (the "Site Plan"), subject to modification by the Madison County BZA during the Special Exception process. No BESS use, structure, equipment, or improvement shall be constructed, installed, or operated on any portion of the Real Estate outside the boundaries shown on the Site Plan except as modified by the Madison County BZA.

   b. Any portion of the Real Estate not depicted on the Site Plan as developed for BESS use shall remain in agricultural use, or in its current undeveloped state, and shall not be used for BESS, high-impact industrial use, or any other use prohibited above, subject to minor modifications required by the Madison County BZA as part of a special exception application.

   c. Any material expansion of the BESS footprint beyond the boundaries shown on the Site Plan, or any use of the Real Estate for BESS purposes outside those boundaries, shall require a further amendment to this Commitment, approved through the same notice, hearing, and approval process applicable to the original rezoning petition, unless such changes are required by the Madison

County BZA as part of a special exception approval.

2. Owner and its operator shall comply with NFPA 855, as defined in IC 22-14-8-2, and any Indiana regulations applicable to utility scale battery energy storage systems, as defined in IC 22-14-8-3 ("BESS").
3. Owner shall, upon request of Madison County Emergency Management, South Madison Fire Territory, or any other Fire Department that may provide service to the Property, provide training to local first responders regarding responses to emergencies involving any BESS on the Real Estate. If no request is made, Owner shall arrange for such training not less than once per year while a BESS is located on the Real Estate.
4. Prior to the commencement of construction of a BESS on the Real Estate, Owner shall submit to the Board of Commissioners of Madison County, Indiana (the "Commissioners"), an Emergency Management Plan (the "Emergency Management Plan"). The Emergency Management Plan shall reflect the approach to fire safety outlined in the Fire Safety Approach document attached hereto as **Exhibit C**. Prior to the commencement of construction of a BESS on the Real Estate, Owner shall also submit to the Commissioners a Hazard Mitigation Analysis ("HMA"), a Community Risk Analysis (the "CRA"), and a Fire Protection Site Master Plan (the "FMP"), each prepared for the specific BESS equipment to be installed on the Real Estate. The Emergency Response Plan shall be consistent with the HMA, CRA and FMP.
5. Prior to the commencement of construction of a BESS on the Real Estate, Owner shall submit to the Commissioners a decommissioning plan for BESS to be constructed on the Real Estate. This

decommissioning plan shall address the removal of the BESS from the Property at the end of its useful life, including permanent foundations up to three (3) feet below ground surface, the filling, compacting and regrading of all areas disturbed by the BESS, and the removal of all debris associated with the BESS. This decommissioning plan shall also include the following:

a. An estimate of the useful life of the BESS.
b. An estimated cost of decommissioning in current dollars, including an offset for salvage value, the methodology for determining such estimate and the manner in which the BESS will be decommissioned.
c. Terms specifying that if the BESS is inactive (completely or substantially discontinuing the receipt and delivery of electricity to an electrical grid) for a continuous twenty-four (24) month period, it shall be considered permanently deactivated. Owner shall provide notice to the Commissioners immediately upon the site becoming permanently deactivated. Owner shall remove the BESS within twelve (12) months after the BESS is permanently deactivated. If the BESS is not removed in accordance with the provisions above, the Commissioners may cause the removal of the BESS with costs being borne by Owner.
d. Financial security for decommissioning, whereby Owner will provide surety securing all or an appropriate portion of the estimated cost of decommissioning in the form of certified funds, cash escrow, bond, or letter of credit. In the event the BESS is owned by a Public Utility, as designated by the Indiana Utility Regulatory Commission, that provides electricity to consumers in the State of Indiana, no financial security for decommissioning will be required. In the event such a public utility transfers the BESS to any entity that is not a public utility that provides electricity to consumers in Indiana, the Owner will not transfer to the purchaser until adequate surety is provided to the Commissioners.
e. Certain infrastructure, equipment and site features may be exempt from decommissioning if such features may be beneficial to the future use of the Property, as agreed to by the Commissioners.

6. Prior to commencement of construction of a BESS on the Real Estate, Owner shall submit to the Commissioners a Transportation and Traffic Control Plan. This plan will address traffic impacts during construction and operation of the BESS, if any, and will include specific provisions regarding the following:
   a. Construction traffic, traffic routes during construction, including delivery of equipment and materials, necessary lane closures, flagging procedures, and directional and information signage, as necessary.
   b. Dust control and mitigation.
   c. Delivery and parking areas.

d. Construction of an entrance to the BESS in accordance with Indiana Department of Transportation (IDOT) and Madison County standards.
e. Procedures for repair of any damage to County Roads caused by construction of the BESS. Road conditions will be surveyed and memorialized prior to the commencement of construction to establish a baseline for any required repairs.

7. Owner shall, as part of the construction and installation of a BESS on the Real Estate, implement the landscape plan attached hereto as Exhibit C (the "Landscape Plan").
8. All BESS components will meet the requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), American Society of Civil Engineers (ASCE), American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), or International Electrotechnical Commission (IEC), as applicable to the BESS at the time of approval of the necessary improvement location permit or building permit.
9. The Owner agrees to reimburse the County for the cost of any third-party engineering, inspection or other technical services required by the County for the inspection of the BESS during construction, subject to a maximum of $25,000.00 for the BESS.
10. Subject to all applicable safety protocols, the operator of the BESS will allow designated County representatives or employees access to the BESS at any time for inspection purposes, with at least 24-hour advance notice to the operator of the BESS so as to ensure safety.
11. Owner will designate a "BESS Liaison" and provide the County a phone number, physical address and email address for communication with the liaison during construction and operation. Contact information for the BESS Liaison will be posted at the entrance to the BESS. The BESS Liaison role will commence at the initial preconstruction meeting.
12. Construction and decommissioning activities, including land clearing, involving BESS on the Real Estate will be conducted Monday through Friday, between the hours of 7am and 8pm. Owner may file a written request with the Zoning Administrator for the County to conduct activities on Saturday or Sunday and for extended hours each day. Approval to do so may be granted, denied, or revoked by the Zoning Administrator, who shall not unreasonably withhold, condition, or delay approval of such request by Owner, provided Owner reasonably demonstrates its efforts to mitigate impacts related to extended construction hours.
13. Security and safety notices and warnings shall be posted at the BESS as required by law and any applicable industry codes and standards.
14. Project Size and Augmentation Limits:
    a. Capacity. The BESS on the Real Estate shall not exceed 80MW (AC) of nameplate capacity at the point of interconnection.

b. Container Count. The Bess on the Real Estate shall not include more than 128 battery containers at any time.
c. Footprint. All battery containers and related equipment shall be located within the area depicted on the Site Plan, as it may be modified by the Madison County BZA as part of a special exception approval.
d. Augmentation. Augmentation is permitted only within the limits of subsections (a) through (c) above and is subject to all required County approvals. For purposes of these Commitments, "Augmentation" shall mean the addition or replacement of battery containers or modules solely to maintain the capacity limit contained in subsection (a) above.

15. Any BESS constructed on the Real Estate shall include and incorporate an impervious paved surface across and over the portion of the Real Estate that is being used by a BESS that shall drain into an isolated and lined detention basin. This detention basin shall be equipped with an outflow apparatus that can be closed remotely or manually in the event of a spill or leak.
16. Prior to commencement of construction of a BESS on the Real Estate, a formal wetland delineation conducted during the 2027 growing season in compliance with the applicable USACE Midwest Regional Supplement methodology shall be completed and submitted to the County.
17. Prior to commencement of construction of a BESS on the Real Estate, an Inadvertent Discovery Plan for archeological resources shall be completed and implemented. If potential archeological resources or human remains are encountered during construction, all work shall stop in the immediate area of such discovery, such area shall be protected, and the Indiana Department of Natural Resources, Division of Historic Preservation and Archeology, per IC 14-21-1-27, shall be notified. Work in the impacted area will not resume until the Division of Historic Preservation and Archeology authorizes work to re-commence.
18. Tree Clearing will be conducted only during the brown bat inactive period of October 1 through March 31, consistent with the United States Fish and Wildlife Services guidelines. If tree clearing must occur during the active period (April 1 through September 30), a full habitat survey shall be completed and an appropriate mitigation plan developed in coordination with IDNR and USFWS.
19. Existing drain tile will not be cut or capped without being rerouted. Any tile identified during design or encountered during construction will be rerouted around the BESS area as needed and reconnected to its existing discharge point, and any damaged tile that is not relocated will be promptly repaired, so that established drainage pathways through the Real Estate are maintained.
20. Lighting: Owner shall comply with the following lighting standards on the Real Estate:
    a. Fixtures. All permanent exterior lighting shall use fully shielded fixtures that emit no direct light at or above a horizontal plane through the lowest light-emitting part of the fixture, installed as designed and aimed downward. Fixtures shall have a correlated color temperature of 3,000 Kelvin or less, unless a higher color temperature is required by applicable code or the interconnecting utility for a specific safety or operational purpose. Fixtures shall be located, aimed, and shielded to minimize light trespass and glare onto adjoining properties and public roadways.

b. BESS yard. Lighting within the BESS yard shall be used only for security, operations, maintenance, and emergency purposes and shall not remain continuously lit at night. BESS-yard lighting shall remain off except when (i) activated by motion sensors, (ii) activated remotely by Owner's operations personnel to assess site safety, security, or equipment conditions, or (iii) personnel are on site or an emergency response is underway. Motion- and remotely-activated lighting shall turn off automatically within [15] minutes after activity ceases or the remote assessment is complete.
c. Project substation. Permanent lighting within the project substation shall be limited to lighting required by the interconnecting utility, the National Electrical Safety Code, and other applicable codes, or otherwise consistent with Good Utility Practice, for the safe and secure operation of the substation. Such lighting shall comply with subsection (a) to the extent consistent with those requirements. Where those requirements allow, substation lighting other than code-required emergency or egress lighting shall be controlled by motion sensor, remote, or manual activation, or operated at reduced levels, at night when personnel are not present.
d. Exceptions. This Commitment does not apply to temporary lighting used during construction, emergencies, emergency response, or unplanned maintenance and repair; vehicle lighting; or lighting required by federal, state, or local law. Temporary construction lighting shall be directed downward and away from adjoining residences to the extent practicable.
e. Lighting plan. Owner shall obtain approval of a lighting plan from the Madison County BZA as part of its special exception identifying the location, fixture type, mounting height, shielding, color temperature, and control method (motion, remote, or manual) of all permanent exterior lighting and demonstrating compliance with this Commitment.

These COMMITMENTS shall be binding on the Owner, subsequent owners of the Real Estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated

only by a decision of the Madison County Plan Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon:

(a) the adoption of rezoning petition # _____ by the Commissioners changing the zoning classification of the real estate from an A1 zoning classification to a M2 zoning classification;

(b) the adoption of approval petition # _____ by the Madison County Plan Commission; and

(c) the adoption of a Special Exception by the Madison County Board of Zoning Appeals allowing a BESS on the Real Estate;

and shall continue in effect as long as the above-described parcel of real estate remains zoned to the M2 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Madison County Plan Commission;
2. The Madison County Board of Zoning Appeals, and
3. The Board of Commissioners of Madison County, Indiana

IN WITNESS WHEREOF, owner has executed this instrument this _____ day of _____, 2026.

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ the _____ of _____ who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this
_____ day of _____ , 20 _____

_____
Notary Public

_____
Printed Name of Notary Public
My Commission expires: _____
My County of residence: _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. Timothy E. Ochs

This instrument was prepared by Timothy E. Ochs, Esq., Ice Miller, LLP, One American Square, Suite 2900, Indianapolis, IN 46282-0200, Telephone 317-236-2100.

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate in Madison County, State of Indiana:

Parcel 1:

Lot 3 of Administrative Plat No. 03-83, a subdivision in Adams Township, Madison County, Indiana, being a part of the Northwest Quarter of Section 26, Township 18 North, Range 8 East, which is recorded as Instrument No. 200412354, Book 30, Page 29, consisting of 2.00 acres, more or less.

Parcel No.: 48-13-26-200-008.000-001

Parcel 2:

Lot 4 of Administrative Plat No. 03-83, a subdivision in Adams Township, Madison County, Indiana, being a part of the Northwest Quarter of Section 26, Township 18 North, Range 8 East, as recorded as Instrument No. 200412354, Book 30, Page 29, consisting of 2.00 acres, more or less.

Parcel No.: 48-13-26-200-009.000-001

Parcel 3:

Lot 5 of Administrative Plat No. 03-83, a subdivision in Adams Township, Madison County, Indiana, being a part of the Northwest Quarter of Section 26, Township 18 North, Range 8 East, as recorded as Instrument No. 200412354, Book 30, Page 29, consisting of 35.769 acres, more or less.

Parcel No.: 48-13-26-200-010.000-001