

**AGREEMENT FOR PAYMENT OF THIRD-PARTY  
COMPLIANCE MONITORING SERVICES**

Comes now the Board of Commissioners of Pulaski County and in their capacity as members of the Pulaski County Drainage Board (hereinafter referred to as “County”) and Moss Creek Solar, LLC (hereinafter referred to as “Moss Creek”) and agree as follows:

**WHEREAS**, the County has hired VS Engineering Inc. to serve as a contracted agent for the County to assist in all aspects of monitoring and compliance of rules, laws, ordinances, and written agreements between the County and Moss Creek pertaining to the development and operation of a commercial solar energy system. VS Engineering Inc, or any other contracted provider that serves in a similar capacity as VS Engineering Inc, in the future will be known as the Consultant in this agreement; and

**WHEREAS**, Moss Creek agrees that they will pay to the County the funds necessary to pay the compensation outlined in the Agreement for compliance services between the County and the Consultant as set forth on said agreement attached hereto as “Exhibit A”. In addition to the compensation for services paid to the Consultant Moss Creek agrees to have deducted from the funds provided to the County for the Consultant a five percent 5% surcharge (payable to the Pulaski County Commissioners) on the total cost of all payments made to the Consultant on this project; and

**WHEREAS**, the County gives the authority to the Consultant to serve as the Designee on the Road Use Agreement and the Drainage Agreement between the County and Moss Creek and the County will be bound by decisions made by the Consultant in the capacity as Designee unless or until such power is revoked in writing; and

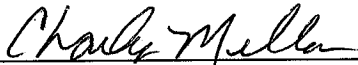
**WHEREAS**, Moss Creek agrees to make an initial deposit of One Hundred Thousand Dollars (\$100,000.00) to the Pulaski County Auditor (hereinafter Auditor) to be held in the Solar Compliance Services Fund as advanced payment of fees. The Auditor shall pay invoices submitted by the Consultant for the Moss Creek project out of said funds along with the 5% surcharge to the County. Moss Creek shall replenish the funds (Up to the agreed limit of an additional \$100,000) within 45 days of written notice from the County so that there is always a sufficient balance of advanced fees to cover the compensation of the Consultant and the surcharge until the scope of services of the Consultant as outlined in Exhibit A are no longer necessary as determined by the County. Any balance in the fund designated for Moss Creek will be refunded to Moss Creek by the County at the time the performance Assurance (as defined in the Road Use Agreement) is extinguished pursuant to the terms of the Road Use Agreement. An accounting of the funds and copies of Consultants invoices will be provided to Moss Creek upon request.

**WHEREAS** Moss Creek agrees to include the Consultant as an additional insured on their Commercial General Liability, using an Ongoing additional insurance endorsement. Coverage shall apply on a primary basis without contribution from any other


insurance or self-insurance programs afforded to the Consultant. Waiver of subrogation in favor of the Consultant shall apply.

All Agreed this 16 day of December, 2024.

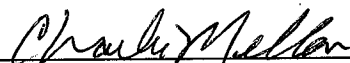
**Pulaski County Board of Commissioners**

  
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Charles Mellon Jr. President

  
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Maurice Loehmer

  
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John "Mike" McClure


**Pulaski County Drainage Board**

  
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Charles Mellon Jr. President

  
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Maurice Loehmer

  
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John "Mike" McClure

**Moss Creek Solar Project**

DocuSigned by:  
  
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F5C988BD9C2148B  
Agent for Moss Creek Solar LLC