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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Memorandum of Understanding between the City of Florence and Toyota Tsusho America, Inc. (TAI) is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Memorandum of Understanding on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2024.

CITY COUNCIL

APPROVED this _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2024.

CITY CLERK - TREASURER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is by and between Toyota Tsusho America, Inc. ("TAI") and each other party that executes a signature page to this MOU (each, an "LPC" and collectively, the "LPCs" and, together with TAI, each individually, a "Party" and collectively, the "Parties"). The effective date of this MOU is December [xx], 2024 ("Effective Date").

BACKGROUND

A. TAI currently intends to develop an approximately 146 MW(dc) / 110 MW(ac) solar project on a specific site in Huntsville, Alabama (the "Mercury Project").

B. The Parties contemplate that the Mercury Project will sell energy to the LPCs pursuant to the Tennessee Valley Authority's ("TVA") Flex 2.0 program.

TERMS

The Parties hereby enter into this MOU for the purpose of outlining the proposed additional terms and conditions of their relationship, and to provide a basis for further discussions and negotiations.

1. Funding of Development. Each LPC acknowledges that TAI currently intends to expend significant funds with respect to the development of the Mercury Project.
2. Roles. In connection with such development, each LPC agrees to use commercially reasonable efforts to (i) negotiate a power purchase agreement with TAI or its affiliate (the "Mercury PPA") pro rata on the basis of the allotments set forth in Schedule 1 and (ii) seek all internal, regulatory, and TVA approvals required for such LPC to execute the Mercury PPA and any related transaction documents. TAI agrees to use commercially reasonable efforts to seek all internal corporate approvals, secure the site for the Mercury Project and to otherwise perform activities required in connection with the development of the Mercury Project with the objective of providing electricity pursuant to the Mercury PPA at a price no greater than \$47 / MW. Each LPC agrees to execute the Mercury PPA no later than 60 days after TVA completes the Transition Cluster Facility Study Results for the Mercury Project (which the Parties acknowledge is expected to be completed by the end of the first quarter of 2026).
3. Public Announcements. Each LPC agrees that it and its affiliates will not make any public announcements regarding this MOU or the Mercury Project without TAI's prior written consent. TAI agrees that it and its affiliates will not make any public announcements regarding the purchase by any LPC of electricity generated by the Mercury Project without the prior written consent of the applicable LPC. Each LPC and TAI acknowledge that all required, internal approvals have not yet been obtained.
4. Exclusivity. Each LPC agrees, for so long as TAI has not abandoned the development of the Mercury Project, (a) not to enter into any contract to purchase or otherwise commit to purchase any electricity generated by renewable energy projects other than (i) from the Mercury Project

or (ii) from TVA, and (b) not to permit that its allotment under the TVA Flex 2.0 program becomes less than the allotment set forth in Schedule 1 for such LPC, in each case without the prior written consent of TAI (collectively, "Exclusivity"); provided if TAI does not commence construction within 48 months from Effective Date, the Exclusivity shall expire; provided, further, such 48-month period shall be extended day for day for any delay in commencement of construction caused by TVA.

5. Governing Law. The provisions of this MOU will be governed by and construed in accordance with the laws of the State of Alabama without regard to such state's conflicts of law principles.
6. Counterparts/Fax or PDF Signatures. This MOU may be executed in one or more counterparts, each of which will be deemed an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same instrument. Fax or PDF copies of signatures will be deemed as effective as originals.

The Parties have executed this MOU as of the Effective Date.

Toyota Tsusho America, Inc.

By: _____

Name: _____

Title: _____

[Albertville MUB]

By: _____

Name: _____

Title: _____

[Arab Electric Cooperative]

By: _____

Name: _____

Title: _____

[Athens Utilities]

By: _____

Name: _____

Title: _____

[Cullman Power Board]

By: _____

Name: _____

Title: _____

[Decatur Utilities]

By: _____

Name: _____

Title: _____

[Florence Utilities]

By: _____

Name: _____

Title: _____

[Fort Payne Improvement Authority]

By: _____

Name: _____

Title: _____

[Guntersville, Electric Board]

By: _____

Name: _____

Title: _____

[Hartselle Utilities]

By: _____

Name: _____

Title: _____

[Huntsville Utilities]

By: _____

Name: _____

Title: _____

[Marshall Dekalb]

By: _____

Name: _____

Title: _____

[North Alabama]

By: _____

Name: _____

Title: _____

[Sand Mountain EC]

By: _____

Name: _____

Title: _____

[Cullman Electric Cooperative]

By: _____

Name: _____

Title: _____

Schedule 1

LPC	Allotment (MW)
Albertville MUB	8.6
Arab Electric Cooperative	5
Athens Utilities	18
Cullman Power Board	4.1
Decatur Utilities	17.6
Florence Utilities	18
Fort Payne Improvement Authority	4.6
Guntersville, Electric Board	3.5
Hartselle Utilities	2.5
Huntsville Utilities	25
Marshall Dekalb	6.59
North Alabama	6.4
Sand Mountain EC	9.4
Cullman Electric Cooperative	15