

CONFLICT OF INTEREST WAIVER & CONSENT AGREEMENT

This Conflict of Interest Waiver and Consent Agreement (“Agreement”) is entered into and made effective as of this 9th day of October, 2026 (“Effective Date”), by and between Crowned Ridge Energy Storage, LLC (“Company”) and Hankard Environmental, Inc. (“Consultant”).

WHEREAS, Consultant previously provided professional services to affiliates of Company, specifically consisting of acoustical testing, sound data collection, and previous sound measurements (the “Prior Work”);

WHEREAS, a potential, actual, or perceived conflict of interest has arisen or may arise because Consultant now proposes to engage in the following activity: on behalf of the South Dakota Public Utilities Commission (“Commission”), to conduct a review of the Crowned Ridge Storage project (“Project”) noise analysis;

and

WHEREAS, Company has reviewed the nature of the Prior Work and the potential conflict presented by the Current Project, and is willing to waive such conflict under the specific terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Disclosure of Conflict.** Consultant has fully disclosed to Company the nature, scope, and facts surrounding the current Project, including any adverse parties involved and how the data, methodologies, or findings from the Prior Work relate to the current engagement.
2. **Waiver and Consent.** Subject to the conditions outlined in Section 3, Company hereby knowingly, voluntarily, and expressly waives any conflict of interest arising from Consultant’s Prior Work as it relates to the current Project. Company consents to Consultant moving forward with the current Project.
3. **Strict Confidentiality & Data Protection.** This waiver is strictly conditioned upon the following safeguards:
 - Consultant shall not disclose, utilize, or leverage any proprietary data, raw sound measurements, facility maps, or confidential operational details obtained during the Prior Work for the benefit of any third party.

- Consultant shall maintain a strict ethical wall if working with other personnel on the current Project to prevent the unauthorized disclosure of Company's proprietary information.
- 4. **Limitation of Waiver.** This waiver applies strictly to the specific facts of the current Project disclosed to Company. It does not constitute a blanket waiver for future projects, nor does it release Consultant from any ongoing obligations under previously signed Non-Disclosure Agreements or master service contracts.
- 5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the parties have executed this Conflict of Interest Waiver as of the Effective Date written above.

COMPANY:

By: Tracy Davis
Name: Tracy C. Davis
Title: Managing Attorney, NextEra
Energy Resources, LLC
Date: October 9, 2026

CONSULTANT:

By: Michael Hankard
Name: Michael Hankard
Title: Owner, Hankard
Environmental, Inc.
Date: October 9, 2026