

## LEGAL FEE AGREEMENT

This Legal Fee Agreement (this "**Agreement**") dated as of this \_\_\_\_ day of \_\_\_\_\_, 2022 is entered into by and between the Town of Saugerties, Town of New Paltz, Village of New Paltz, City of Beacon, Town of Clinton, Town of Marbletown, City of Poughkeepsie, the Town of Red Hood (each, a "**Municipality**" and collectively, the "**Municipalities**"), Fred Costello, Tim Rogers (each, an "**Individual Plaintiff**"), and Joule Assets Inc ("**Joule**") (Joule, the Municipalities and the Individual Plaintiffs are referred to collectively as the "**Parties**").

WHEREAS, the Municipalities, the Individual Plaintiffs and Joule have commenced a legal action by Summons and Verified Complaint filed June 3, 2022, against Defendants Columbia Utilities Power, LLC and Columbia Utilities, LLC (the "**Defendants**") in Ulster Supreme Court (the "**Court**"), Index EF2022-1113 seeking injunctive equitable and legal relief arising from a breach by Defendants of certain Electricity Supply Agreements (the "**ESAs**") between and among the Defendants, the Municipalities, the Town of Philipstown, the Village of Cold Spring, and Joule (together with all other claims, actions, collateral proceedings, proceedings in bankruptcy, appeals and settlement negotiations related thereto, the "**Litigation**");

WHEREAS, the ESAs were entered into in relation to a Community Choice Aggregation Program established by the Municipalities, the Town of Philipstown and the Village of Cold Spring, with Joule serving as Program Administrator, that was to provide electricity supply on an opt-out basis to residents and small businesses of the Municipalities, the Town of Philipstown and the Village of Cold Spring (the "**Program Participants**");

WHEREAS, on June 7, 2022, the Court issued a Temporary Restraining Order in relation to the relief sought by the Parties in the Litigation;

WHEREAS, on June 13, 2022, the Parties and the Defendants, by their attorneys, agreed to a Court-ordered stipulation that extended the Temporary Restraining Order and extended return dates in relation to the Litigation until late August, 2022;

WHEREAS, the Parties and the Defendants agreed to use this time for settlement discussions;

WHEREAS, in relation to the Litigation, the Parties have each engaged the law firm of Hodgson Russ LLP to collectively represent them (together with any additional or other firm retained by the Parties, "**Plaintiff's Counsel**");

WHEREAS, on June 16, 2022, Hodgson Russ received an email from the law firm of McDermott Will & Emery LLP ("**McDermott**") indicating that McDermott had been retained by Columbia Utilities Power as "restructuring counsel" and would like to discuss Columbia's financial condition and a potential resolution of the Litigation;

WHEREAS, such discussions have begun and are expected to continue;

WHEREAS, in the event that the Parties and Defendants are unable to resolve the Litigation, it is anticipated that Litigation will proceed in the ordinary course;

WHEREAS, the Parties desire to have an agreed-upon mechanism and understanding for the payment of all legal fees and related costs and expenses incurred in relation to the Litigation ("**Legal Fees**");

WHEREAS, the Parties desire that Joule be reimbursed for Legal Fees to the extent that the Parties receive a settlement or judgment in relation to the Litigation on their behalf and/or on behalf of the Program Participants in the CCA Program (an “**Award**”);

NOW, WHEREFORE, the Parties agree as follows:

1. In the event that there is Award paid or payable to the Parties and/or the Program Participants, and prior to the payment to the Parties or Program Participants, proceeds of such Award will be paid first to: (a) any outstanding Legal Fees owed to Plaintiff’s Counsel in relation to the Litigation, and then (b) to reimburse Joule for any Legal Fees previously paid by Joule to Plaintiff’s Counsel in relation to the Litigation;

2. Except to the extent provided in the foregoing paragraph 1, in no event shall the Municipalities or the Individual Plaintiffs be responsible for any Legal Fees; and

3. For avoidance of doubt, each Municipality reserves the right to approve all settlements including without limitation any award for attorneys’ fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Municipalities:

TOWN OF SAUGERTIES

By: \_\_\_\_\_

Name:

Title:

TOWN OF NEW PALTZ

By: \_\_\_\_\_

Name:

Title:

VILLAGE OF NEW PALTZ

By: \_\_\_\_\_

Name:

Title:

CITY OF BEACON

By: \_\_\_\_\_

Name:

Title:

TOWN OF CLINTON

By: \_\_\_\_\_

Name:

Title:

TOWN OF MARBLETOWN

By: \_\_\_\_\_  
Name:  
Title:

CITY OF POUGHKEEPSIE

By: \_\_\_\_\_  
Name:  
Title:

TOWN OF RED HOOK

By: \_\_\_\_\_  
Name:  
Title:

**Individual Plaintiffs**

\_\_\_\_\_  
FRED COSTELLO

\_\_\_\_\_  
TIM ROGERS

**Joule**

JOULE ASSETS INC.

By: \_\_\_\_\_  
Name:  
Title: