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ASSIGNMENT AND CONSENT TO ASSIGNMENT OF PROJECT DOCUMENTS AND ACKNOWLEDGMENT

This Assignment and Consent to Assignment of Project Documents and Acknowledgment, dated as of _____, 2026 (this "Assignment and Consent"), is made and entered into this _____ day of _____, 2026 (the "Execution Date") by County of Fresno, a political subdivision of the State of California ("Purchaser"), Greenskies Clean Energy LLC, a Delaware limited liability company ("GCE") and FFP BTM SOLAR, LLC ("Assignor"), in connection with those certain power systems:

(a) to be built pursuant to the documents named in **Exhibit A** to this Assignment and Consent (the "Systems");
(b) to be located at the sites identified and described in **Exhibit A** to this Assignment and Consent (the "Sites"); and
(c) as related to the associated agreements and documents associated with such Systems and Sites including without limitation those identified in **Exhibit A** to this Assignment and Consent (collectively such agreements and documents, the "Project Documents").

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Project Documents.

1. Consent to Assignment

a. from the date that GCE executes this Assignment and Consent (and so long as the Purchaser and Assignor have executed this Assignment and Consent prior to GCE's execution hereof (the "GCE Signing Date"), GCE will take over the development, design, procurement, construction, operation, maintenance and ownership of the Systems at the Sites by means of an assignment from Assignor of the Project Documents (collectively, the "Transaction") and GCE wishes that the Purchaser hereby gives its consent to the Transaction for the benefit of GCE. Effective as of the Execution Date, the Purchaser hereby gives its consent to GCE to the assignment of all of the Project Documents (the "Assignment") to GCE. Purchaser acknowledges that upon Assignment, Assignee shall have all the rights and obligations of Assignor, who is referred to as "Provider" in each of the Project Documents, including to perform and enforce the respective rights thereunder.

b. Any provision for notices under any Project Document is hereby revised so that the Purchaser gives notices to GCE as follows:

Greenskies Clean Energy LLC
127 Washington Avenue
West Bldg, Garden Level
North Haven, CT 06473
Attn: General Counsel

2. Representations and Warranties of Purchaser.

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2. Purchaser hereby represents and warrants to Assignor and GCE as follows:

a. Purchaser is duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to execute and deliver, and to perform its obligations under, the Project Documents and this Assignment and Consent;

b. the execution, delivery and performance by Purchaser of this Assignment and Consent have been duly authorized by all necessary action and, as of the date hereof, do not require any further consent or approvals that have not been obtained;

c. the execution, delivery and performance by Purchaser of this Assignment and Consent will not (i) violate any provision of any law, regulation, order, judgment, injunction or similar matters applicable to it; or (ii) conflict with, result in a breach of or violate any of the terms, conditions or provisions of Purchaser's formation, constituent or governing documents;

d. all representations made by Purchaser in the Project Documents were true and correct as of the date the same were made and as of the date hereof;

e. this Assignment and Consent and the Project Documents are legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general; and

f. the Project Documents are in full force and effect and have not been amended except as explicitly indicated in **Exhibit A**, and there are no other agreements or representations of any kind between Purchaser and Assignor other than the Project Documents listed in **Exhibit A,** with the exception of the 1) Energy Services Agreement – Solar (Fresno County – Juvenile Justice Campus) between Assignor and Purchaser, dated February 4, 2020 (Fresno County Agreement No. A-20-064 ("JJC Solar Agreement") and Amendment No. 1 dated July 13, 2021 to the JJC Solar Agreement (Agreement No. 20-064-1) and 2) Energy Services Agreement – Energy Storage (Fresno County – Juvenile Justice Campus) dated February 24, 2020 (Agreement No. 20-065) ("JJC Battery Storage Agreement"), Amendment and Restatement of the JJC Battery Storage Agreement dated July 13, 2021 (Agreement No. 21-263), and Amendment 1 to the JJC Battery Storage Agreement dated September 6, 2022 (Agreement No. 22-395).

3. Assignment.

a. Upon the GCE Signing Date, Assignor hereby, without qualification or reservation of right, hereby makes the Assignment to GCE. Upon the GCE Signing Date, GCE, without qualification or reservation of right, hereby accepts the Assignment including of all of Assignor's remaining rights and interest in, and Assignor's delegation of all of its remaining obligations and duties under, the Project Documents, in their entirety, as a direct obligation and duty to Purchaser, assumed by Assignee.

b. Assignor represents and warrants to Purchaser that Assignor wishes to transfer and assign all of its rights and interest in, and delegate all of its obligations and duties under the Project Documents, in its entirety, as of the GCE Signing Date, to GCE, as provided herein.

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c. GCE represents and warrants to Purchaser that GCE desires to, and is qualified to, accept the transfer and assignment of all of the rights and interest of Assignor in, and delegation of all of the obligations and duties of Assignor under the Project Documents in their entirety, as of the Execution Date, and agrees to each and every term and condition of the Project Documents, in their entirety, as provided therein.

d. GCE represents that it is qualified, and able to meet the obligations and duties under the Project Documents, which representation Purchaser specifically relies upon.

e. GCE agrees to be bound, upon the GCE Signing Date and at all times continuing thereafter until such time as Assignee has completed all obligations owed under the Project Documents by each and every term and condition of the Project Documents.

f. Assignor represents and warrants to Purchaser that Assignor is not in breach of or default under the Project Documents and that Assignor will provide an orderly transition of the performance of its obligations and duties under the Project Documents from Assignor to GCE.

g. Upon the GCE Signing Date, GCE, without qualification or reservation of right, hereby accepts Assignor's transfer and assignment of all of Assignor's rights and interest in, and Assignor's delegation of all of its remaining obligations and duties under, the Project Documents, in their entirety, as of the GCE Signing Date , as a direct obligation and duty to Purchaser, assumed by GCE.

h. Upon the GCE Signing Date and at all times continuing thereafter until such time as GCE has completed all of Assignor's remaining obligations and duties owed under the Project Documents GCE agrees to each and every term and condition of the Project Documents, in their entirety, and to perform each and every one of Assignor's remaining obligations and duties under the Project Documents, in their entirety as though GCE was the signatory party to the Project Documents in lieu of Assignor.

4. Additional Provisions

a. In case any provision of this Assignment and Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

b. No termination, amendment, variation or waiver of any provisions of this Assignment and Consent shall be effective unless in writing and signed by Purchaser and GCE. Furthermore, this Assignment and Consent shall not be transferred or assigned, nor shall any obligation or duty hereunder be delegated, by any party hereto, or its successor or assign without a written agreement of such between Purchaser, GCE and the proposed transferee/assignee.

c. Counterparts. This Assignment and Consent may be executed in one or more original counterparts, all of which together will constitute one and the same agreement. Except as expressly modified by this Assignment and Consent, all other terms and provisions of the Project Documents are and remain in full force and effect.

d. Insurance. Within thirty days of the GCE Signing Date, GCE shall provide certificates of all insurance and endorsements required the Project Documents. Assignor represents and warrants

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that there are, as of the Execution Date, no material claims or actions under any of the insurance coverages or policies required under the Project Documents.

e. Representations and Warranties. Assignor and GCE each individually and not jointly and severally represent and warrant to Purchaser that (i) the execution, delivery and performance by the Assignor or GCE, respectively, under this Assignment and Consent shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of or default under any provision contained in any agreement, instrument, or document to which the Assignor or GCE, respectively, is bound, (ii) that there are no proceedings pending or threatened against Assignor or GCE, respectively, before any court or administrative agency that may adversely affect Assignor's or GCE's, respectively, ability to fulfill all of its obligations under this Assignment Consent, (iii) no filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed or threatened with regard to Assignor or GCE, respectively, or is expected to be filed with regard to Assignor or GCE, respectively, within any period that would adversely affect the transactions contemplated under this Assignment and Consent, and (iv) Assignor or GCE, respectively, has taken all actions and has obtained all necessary to enable such party to enter into this Assignment and Consent to be bound hereby, to consummate the transactions contemplated hereby and to fulfill all of its obligations hereunder, including giving the representations and warranties hereunder to Purchaser. Assignor represents and covenants to Purchaser that Assignor has not transferred or assigned any right or interest in the Project Documents or delegated any obligations or duties under the Project Documents to any other party.

f. Notices. All notices, consents, approvals, requests, correspondence, documents, reports, demands and other communications (collectively, "notice") which the parties are required or desire to serve upon or deliver to one another under this Assignment and Consent shall be in writing and shall be sent by any of the following methods: (a) personal delivery, in which case notice is effective upon delivery; (b) certified or registered United States mail, return receipt requested, in which case notice shall be deemed effective upon receipt if delivery is confirmed by a return receipt; or (c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service addressed in the appropriate manner for the method of service, as set forth below:

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PURCHASER:
The County of Fresno
333 W. Pontiac Way
Clovis, CA 93610
Attn: Director of General Services

ASSIGNOR:
FFP BTM Solar, LLC
255 California St., Suite 900
San Francisco, CA 94111
Attn: Legal Department

With Copies to:

Fresno County Counsel
2220 Tulare Street, Fifth Floor
Fresno, CA 93721

GCE:

Greenskies Clean Energy LLC
127 Washington Avenue
West Bldg, Garden Level
North Haven, CT 06473
Attn: General Counsel

g. Governing Law and Venue. This Assignment and Assignment and Consent to Assignment is made and entered into in the State of California and shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be governed by, and construed, and enforced in accordance with the laws of the State of California. Any suits brought pursuant to this Assignment and Assignment and Consent to Assignment shall be filed and heard in courts having jurisdiction and located in the Fresno County, State of California.

h. Construction. The parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Assignment and Assignment and Consent to Assignment, for which reason this Assignment and Assignment and Consent to Assignment shall not be construed against any party as the drafter hereof.

i. Headings. The headings contained in this Assignment and Assignment and Consent to Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

j. No Third-Party Beneficiaries. The parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Assignment and Assignment and Consent to Assignment.

[Signatures follow on next page.]

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IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized have duly executed this Assignment and Consent as of the date first set forth above.

GCE:

Signed by:

By: Kevin Cassidy

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Name: Kevin Cassidy

Title: Chief Financial Officer

3/2/2026

ASSIGNOR:

Signed by:

By: Ruben Fontes

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Name: Ruben Fontes

Title: CEO

PURCHASER:

By: _____

Name: Garry Bredefeld

Title: Chairman of the Board of Supervisors of the County of Fresno

ATTEST
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By _____
Deputy

For accounting use only:

Org No.: 8935
Account No.: 7431
Fund No.: 1045
Subclass No. 10000

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Exhibit A

See Attached:

Project Documents

Energy Services Agreement – Solar dated December 12, 2023 for the Animal Control project located at 1510 W. Dan Ronquillo Dr., Fresno, CA 93706.

Energy Services Agreement – Solar dated December 12, 2023 for the Area 2 Sheriff Substation project located at 1129 N. Armstrong Ave., Fresno, CA 93727.

Energy Services Agreement – Solar dated December 12, 2023 for the Behavioral Health and Mental Health Services project located at 5555 E. Olive Ave., Fresno, CA 93727.

Energy Services Agreement – Solar dated December 12, 2023 for the Hamilton Yards project located at 4555 Hamilton Ave., Fresno, CA 93702.

Energy Services Agreement – Solar dated December 12, 2023 for the Health & Wellness Center project located at 1925 E. Dakota Ave., Fresno, CA 93726.

Energy Services Agreement – Solar dated December 12, 2023 for the Pontiac project located at 333 W Pontiac Way, Fresno, CA 93612.

Energy Services Agreement – Solar dated December 12, 2023 for the Woodward Library project located at 944 E. Perrin Ave., Fresno, CA 93720.

(collectively, the "Special Conditions")

General Terms and Conditions of Energy Services Agreement dated February 4, 2020 ("General Terms and Conditions").