OMNIBUS AMENDMENT TO
ENERGY SERVICES AGREEMENTS

This Omnibus Amendment to Energy Services Agreements (this "***Amendment***") is entered into as of [_____], 2026, and is by and between **FFP BTM Solar, LLC**, a Delaware limited liability company ("***Provider***"), and **the County of Fresno, a political subdivision of the State of California** ("***Purchaser***"). In this Amendment, Provider and Purchaser are sometimes referred to individually as a "***Party***" and collectively as the "***Parties***." Terms not otherwise defined herein shall have the meanings set forth in the relevant Original Agreement.

RECITALS

WHEREAS, the Parties entered into those certain Energy Services Agreements more particularly described on Schedule 1 (each, an "***Original Agreement***"), which incorporate those certain County Agreement No. A-20-066 General Terms and Conditions of Energy Services Agreement between Provider and Purchaser, dated February 4, 2020 (the "***General Conditions***");

WHEREAS, each Original Agreement, excluding the General Conditions, are referred to herein as the "***Special Conditions***";

WHEREAS, the Parties desire to amend each Original Agreement on the terms and conditions set forth herein;

NOW, **THEREFORE**, in consideration of the foregoing recitals, and the mutual premises, representations, warranties, covenants, conditions herein contained, the Original Agreement is amended as follows.

1. Special Conditions Amendments.

   A. Section 2 of each Special Conditions is hereby amended by deleting such section in its entirety and replacing it with the following:

      "2. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date, unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the 'Initial Term'). Prior to the end of the Initial Term or of any applicable Renewal Term (as defined below) either Party may give the other Party written notice of its desire to extend the Agreement on the terms and conditions set forth herein for three additional periods of five (5) years each (each such additional period, a 'Renewal Term'). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term of the then current Renewal Term, as applicable. The Party receiving the notice requesting a Renewal Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall not be deemed an acceptance of the offer for a Renewal Term. Such acceptance shall only be

binding and effective upon express written notification of same. The Renewal Term shall begin immediately upon the conclusion of the Initial Term or the then current Renewal Term on the same terms and conditions as set forth in the Agreement as in effect immediately prior to the extension in question with the exception of the pricing thereof, which the Parties shall negotiate in good faith. If the Party receiving the request for a Renewal Term rejects or is deemed to reject the other Party's offer, the Agreement shall terminate in accordance with its terms at the end of the Initial Term (if the same has not been extended) or the then current Renewal Term."

B. Section 5.1 of the Special Conditions for the Behavioral Health and Mental Health Services project is amended by deleting "seven hundred thirty (730) days from Effective Date" and replacing it with "June 30, 2026".

C. Section 5.2 of the Special Conditions for the Behavioral Health and Mental Health Services project is amended by deleting "April 14, 2026" and replacing it with "February 14, 2027".

D. Section 7.1 of the Special Conditions for the Behavioral Health and Mental Health Services project is amended by inserting the following at the end of Section 7.1: "The Parties acknowledge that Purchaser is renovating the Premises, inclusive of demolition, paving and striping of the Premises, and switchgear procurement and installation (collectively, the 'Site Renovation'). Purchaser acknowledges that Provider's ability to meet deadlines associated with this Section 7.1 are contingent upon completion of the Site Renovation within a reasonable time period. Therefore, the Parties agree that the termination rights set forth in this Section 7.1 shall not be available to Purchaser to the extent that the Site Renovation is not complete by June 1, 2026."

E. Section 5.1 of the Special Conditions for the Hamilton Yards project is amended by deleting "seven hundred thirty (730) days from Effective Date" and replacing it with "June 30, 2026".

F. Section 5.2 of the Special Conditions for the Hamilton Yards project is amended by deleting "April 14, 2026" and replacing it with "February 14, 2027".

G. Section 12 of each Special Conditions is amended by adding the following language to the end of such section: "Purchaser acknowledges that unobstructed access to sunlight ("100% Insolation") is essential to Provider's performance of its obligations and a material term of the Project Documents for each System. Purchaser agrees not to cause and, where possible, not permit any interference with each System's 100% Insolation. If Purchaser becomes aware of any activity or condition that could diminish the 100% Insolation of the System, Purchaser shall notify Provider promptly in writing and shall cooperate with the Provider to retain 100% Insolation, assuming Provider has reasonable control over

the activity or condition causing a diminishment in a System's 100% Insolation. Provider may seek specific enforcement of this provision against Purchaser without the necessity of posting a bond and without the Purchaser's contesting that an adequate remedy at law exists for the Provider."

H. A new Section 14 shall be added to each Special Conditions as follows:

"14. Water Source. Purchaser confirms the Premises has a water source on site or has access to a nearby water site, which Provider may use free of charge for the useful life of the System in question with such quantities of water available at all times when and as would be needed by a system similar to the System for its installation, operation and maintenance (all as dictated by prudent industry practices for similar systems in the county of the Premises)."

2. General Conditions Amendments. The General Conditions, only to the extent they apply to each Original Agreement, are hereby amended as follows:

A. Section 2.4 of the General Conditions is amended by deleting "ninety (90)" and replacing it with "one hundred and eighty (180)".

B. Section 13.1 of the General Conditions is amended by deleting the second sentence of Section 13.1 and replacing it as follows: "Purchaser understands that as is customary for systems similar to the System, Provider intends to enter into financing and/or sale/leaseback arrangements with respect to the System and in the event that Provider identifies a Financing Party to Purchaser, then (i) Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions, (ii) Purchaser agrees to provide such standard and customary estoppels as Provider may request, including, but not limited to, execute an agreement which may be of form and substance as set forth in Exhibit C hereto, and (iii) Purchaser will cooperate in good faith with Provider in reviewing, negotiating and executing such agreement when requested by Provider (but with such variations as are appropriate to account for any specific circumstances involving the System that are extraordinary to systems similar to the System).

C. A new Exhibit C shall be added to the General Conditions, in the form of Schedule 2 attached hereto.

3. Status of Original Agreement. All provisions of each Original Agreement that are not expressly amended by this Amendment shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

5. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this

Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

6. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

7. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[signatures follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives on the date hereof.

PROVIDER:

FFP BTM Solar, LLC

By:_____
Name: Ruben Fontes
Title: President

PURCHASER:

County of Fresno

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

Schedule 1

Original Agreements

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

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

3. 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.

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

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

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

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

Schedule 2

See Attached:

"Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination"