

CONSENT TO COLLATERAL ASSIGNMENT OF SOLAR PROJECT DOCUMENTS AND EQUIPMENT SUBORDINATION

This Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination, dated as of _____, 2026 (this “Consent”), is made by the County of Fresno, a political subdivision of the State of California (the “Host”) and CF FFP Fresno Pontiac Way LLC (a California limited liability company and assignee of Greenskies Clean Energy LLC) and is provided for the benefit of KeyBank National Association (the “Construction Lender”) and the sale-leaseback lessor to be identified in the “Notice of SLB Transaction” in the form attached as **Exhibit A** to this Consent (the “SLB Lessor”), in connection with those certain solar project documents (the “Solar Project Documents”) identified in **Schedule A** to this Consent, and relates to the solar photovoltaic system (the “System”) to be located at the site (the “Site”) identified in **Schedule A** to this Consent.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Solar Project Documents. The term “Financing Party,” as used in this Consent, shall refer to Construction Lender prior to the Sale Leaseback Transaction (as such term is defined herein) for a specific System, and to SLB Lessor on or after the Sale Leaseback Transaction for the specific System.

1. Acknowledgment and Consent.

a. The Host acknowledges that CF FFP Fresno Pontiac Way LLC (the “Company”) is entering into a construction financing agreement with Construction Lender to finance the building of the System (the “Construction Financing”) and will enter into one or more sale-leaseback transactions (each a “Sale Leaseback Transaction”, collectively the “Sale Leaseback Transactions”) with SLB Lessor, whereby the Company will sell its rights, interests and obligations in and to the System to SLB Lessor, and in connection therewith SLB Lessor will lease the System to the Company (collectively, the “Transactions”).

b. The Host acknowledges that, as a part of the Transactions, the Company may assign the Solar Project Documents to a sister entity not long after the date hereof, and may subsequently further assign the Solar Project Documents to another sister entity in connection with the Transactions (collectively the “Provider Assignees”).

c. In order to secure its obligations under the Transactions, the Company (i) is collaterally assigning and granting to Construction Lender a first-priority security interest in all of the Company’s right, title and interest in, to and under the System and the Solar Project Documents including, without limitation, all of the Company’s rights to receive payments under or with respect to the Solar Project Documents, in connection with the Construction Financing, and (ii) in connection with the Sale Leaseback Transactions (A) will convey the System to the SLB Lessor and (B) will collaterally assign and grant to the SLB Lessor a first-priority security interest in all of the Company’s right, title and interest in, to and under the Solar Project Documents including, without limitation, all of the Company’s rights to receive payments under or with respect to the Solar Project Documents.

d. To the extent consent is not already granted in the Solar Project Documents, Host consents to the transactions set forth in subparts (a) through (c) above.

2. Financing Party's Rights. Notwithstanding any contrary term in the Solar Project Documents:

a. the Financing Party shall be entitled to exercise any and all rights of secured parties generally with respect to the Solar Project Documents;

b. the Host agrees that the Host will provide to the Financing Party notice of any default by the Company and other material notices under the Solar Project Documents and will permit the Financing Party the same cure periods as are available to the Company under the Solar Project Documents, provided that the Financing Party shall have an additional ninety (90) days to cure any default the Company has not cured within the cure period permitted, so long as the Financing Party is diligently proceeding to cause a cure; and further provided that any period to cause a cure shall be tolled if the Financing Party is prohibited from curing any default due to bankruptcy of the Company or by any other process, stay or injunction issued by any court or governmental authority;

c. if, in connection with the exercise of any of its rights and remedies, the Financing Party elects to exercise step-in rights under, or become party to, the Solar Project Documents, the Financing Party shall use commercially reasonable efforts to ensure that the System remains under the care of a Qualified Operator and a “Qualified Operator” is a business organization which has the skillset and experience to operate and service the System in accordance with the terms of the Solar Project Documents and the Company acknowledges and agrees that the Financing Party shall not be bound by the terms of the Solar Project Documents unless and until the Financing Party becomes a party to such Solar Project Documents; and

d. if the Financing Party transfers the Company’s (or any Provider Assignee’s) interests in the Solar Project Documents to a third party (an “Assignee”), so long as the Assignee is also a Qualified Operator, (i) the Host shall recognize the respective Assignee as the counterparty under the Solar Project Documents; (ii) the Host shall continue to perform its obligations under the Solar Project Documents in favor of such Assignee; and (iii) the Financing Party shall be released from any further liability thereunder (other than those obligations arising prior to the date of such assignment or those obligations that are not assumed).

3. Payments Under Solar Project Documents. The Host shall pay all amounts payable by it under the Solar Project Documents, if any, in lawful money of the United States of America, in immediately available funds, directly into the account specified below (or, after delivery of the “Notice of SLB Transaction” in the form attached as **Exhibit A** to this Consent, into the account specified in such notice) or to such other person or account as may be specified from time to time by the Financing Party to the Host in writing.

Bank: KeyBank National Association
ABA Routing Number: 041001039
Account Number: 359681786224
Account Name: OBO CF Holdco KBC LLC – Controlled Account

4. Representations and Warranties of Host. The Host hereby represents and warrants to the Financing Party as follows:

a. the Host 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 Solar Project Documents and this Consent;

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

c. the execution, delivery and performance by the Host of this 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 the Host's formation, constituent or governing documents;

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

e. as of the date hereof, the Host has no knowledge of a Force Majeure event having occurred under the Solar Project Documents.

5. Representations and Warranties of Company. The Company hereby represents and warrants to the Financing Party and the Host that the Company has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and the Solar Project Documents. This Consent has been duly executed and delivered by the Company, and this Consent and the Solar Project Documents are legal, valid and binding obligations of the Company enforceable against Company in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general.

6. Confirmation and Agreement. The Host confirms the following matters for the benefit of the Financing Party with respect to the Solar Project Documents and the Systems.

a. As of the date hereof, the Host has not taken any official action requiring or authorizing, entered into any approval to exercise or decided whether it will exercise, in each case, any purchase option available to the Host in connection with the System, nor is the Host under any legal or economic compulsion to exercise any such purchase option. Notwithstanding anything in any Solar Project Document to the contrary, the Host hereby agrees that its exercise of any purchase option available to it with respect to the System is subject to the SLB Lessor's prior written consent as owner of the System (not to be unreasonably withheld, conditioned or delayed).

b. To the Host's knowledge, there exists no default or event or condition that would, with the giving of notice or lapse of time, constitute a default under the Solar Project Documents, and each of the Company and the Host has fulfilled all of its respective obligations

under the Solar Project Documents to the extent such obligations are required to be performed as of the date hereof.

c. The Host owns the Site where the System has been or will be installed. The Host acknowledges and agrees that the Site noted in **Schedule A** is correct.

d. The interest of the Financing Party in the System shall at all times be superior to any interest the Host may now or hereafter have in the System, and the Host hereby subordinates any lien, encumbrance or interest heretofore or hereafter created that the Host may have in the System, whether such lien, encumbrance or interest is statutory or by agreement, to the title, lien, encumbrance or interest of the Financing Party, regardless of the timing or order of creation or any perfection, and whether or not the System (or any part thereof) is deemed a fixture on the Site. The Host agrees that the System is, and shall at all times remain, personal property notwithstanding that it may be installed on or affixed to the Site.

e. Without limitation of the foregoing, the Host grants to the Financing Party and its agents, employees and contractors a license to enter upon the Site and remove the System for up to one hundred eighty (180) days after notice to Financing Party of the termination or expiration of the Solar Project Documents, with such one hundred eighty (180) day period being tolled for any period of time during which the Financing Party is stayed from removing the System by a proceeding in bankruptcy with respect to the Company. The Host agrees not to hinder such exercise of remedies under the Solar Project Documents or this Consent. If the Financing Party elects to remove the System then the Financing Party shall perform such removal in accordance with the terms of the Solar Project Documents, provided that the Financing Party shall have no obligations to remove substructures installed in order to support the System.

f. The Solar Project Documents are in full force and effect and have not been amended except as explicitly indicated in **Schedule A**, and there are no other agreements or representations of any kind between the Host and the Company other than the Solar Project Documents listed in **Schedule A**.

g. The Host will use commercially reasonable efforts to place its direct successors, assigns and lien holders on notice of the ownership of the System by the Financing Party, the existence of Financing Party's security interest in the Solar Project Documents, and the fact that the System is not part of the Site or fixtures thereof, as necessary and appropriate to avoid confusion or adverse claims.

h. The Host acknowledges that, under the Transaction, the Company is not permitted to agree to an amendment or assignment of the Solar Project Documents without the prior written consent of the Financing Party, which shall not be unreasonably withheld, conditioned, or delayed.

i. There is no mortgage, financing statement, fixture filing, lien, or other encumbrance (a "Lien") attached to the Site described in the Solar Project Documents. Notwithstanding the foregoing, if the Company or the Financing Party discovers a Lien on the Site that could reasonably be construed as prospectively attaching to the System, the Host will

secure, or otherwise cooperate with the Company and the Financing Party to secure, any non-disturbance agreement, lien waiver, disclaimer, or other documentation (“Waiver Documentation”) determined by the Financing Party as necessary and appropriate to avoid confusion or adverse claims.

j. There is no easement, license, restrictive covenant, or other such real estate interest (“Site Interest”), whether possessory or non-possessory, that will adversely affect the Company’s ability to develop, construct, operate, maintain, and decommission the System in accordance with the Solar Project Documents. Notwithstanding the foregoing, if the Company or the Financing Party discovers a Site Interest on the Sites that could reasonably be construed as prospectively adversely affecting the Company’s ability to comply with the Solar Project Documents, the Host will secure or otherwise cooperate with the Company and the Financing Party to secure any Waiver Documentation determined by Financing Party as necessary and appropriate to permit full compliance with the Solar Project Documents.

k. The Host confirms that it intends to fulfill its obligations under the Solar Project Documents, including ensuring that sufficient monies are appropriated in accordance with applicable law.

l. The Host and the Company confirm as of the date hereof, no liquidated damages or other such payments are due and owing.

7. General.

a. Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing, and any such communication or notice shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail or courier service; (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email, upon confirmation of receipt thereof in writing by the intended recipient, and provided such email transmission is promptly further confirmed by any of the methods set forth in clauses (i) or (ii) above, in each case addressed to each party hereto at its address set forth below or, in the case of any such party hereto, at such other address as such party may from time to time designate by written notice to the other parties hereto:

If to the Host:
Director of General Services
County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
Tel: (559) 600-6200
E-mail: gsdcontracts@fresnocountyca.gov

If to Financing Party:
Construction Lender

KeyBank National Association
127 Public Square
Cleveland, OH 44114-1306
Attn: E. Clare Morter
Tel: (216) 471-4982
E-mail: Elizabeth.morter@key.com
E-mail:
Renewables.ProjectFinance@KeyBank.com

with a copy to:
KeyBank National Association
4900 Tiedeman Road
Cleveland, OH 44114
Mail Code: OH-01-51-0575
Attn: Key Agency Services
Tel: (216) 813-1950
Email: Regina_Pitts@KeyBank.com

SLB Lessor

As set forth in the “Notice of SLB Transaction” in the form attached as **Exhibit A** to this Consent.

If to Company:

CF Holdco KBC LLC
c/o GREENSKIES CLEAN ENERGY LLC
127 Washington Avenue
West Building, Lower Level
North Haven, CT 06473
Attn: General Counsel

With a copy to: Legal@greenskies.com

b. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile or e-mail (including “pdf” format) or other electronic means shall be effective as delivery of an original executed counterpart of this Consent.

c. In case any provision of this 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.

d. This Consent shall be binding upon and benefit the successors and assigns of the Host, the Company and their respective successors, transferees and assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by the Host and the Company and consented to by the Financing Party.

e. Except as expressly modified by this Consent, all other terms and provisions of the Solar Project Documents are and remain in full force and effect. This Consent shall be governed by and construed in accordance with the laws of the State of New York.

f. Each Solar Project Document listed in Schedule A constitutes a service contract and not a lease of property pursuant to Section 7701(e)(1) of the Internal Revenue Code, in accordance with Section 7701(e)(3) of the Internal Revenue Code.

g. The Host will from time to time, upon the written request of the Financing Party, execute and deliver such further documents and do such other acts and things as the Financing Party may reasonably request in order to effectuate more fully the purposes of this Consent.


h. To the extent not prohibited by applicable law, the parties hereto hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent.

i. This Consent is the entire agreement pertaining to the matters discussed herein and shall supersede all oral and written representations and negotiations and prior agreements, if any, related to the subject matter hereof.

[Signatures follow on next page.]

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

CF FFP FRESNO PONTIAC WAY LLC

By: 
Name: Eric Zenner
Title: Authorized Signatory

**COUNTY OF FRESNO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA**

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

Accepted: **KEYBANK NATIONAL ASSOCIATION,**
a national banking association


By: 
Name: E. Clare Morter
Title: Senior Vice President

Exhibit A

Notice of SLB Transaction

[], 202[]

County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
Tel: (559) 600-6200
E-mail: gsdcontracts@fresnocountyca.gov

Reference is made to that certain Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination between the County of Fresno (the “Host”) and CF FFP Fresno Pontiac Way LLC (the “Company”) dated as of [___], 2026 (the “Consent”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Consent. Per the Consent, notice is hereby provided that Company (or a Provider Assignee) has entered into a Sale-Leaseback Transaction, with _____, which is now the SLB Lessor as defined in the Consent.

The Host hereby acknowledges and agrees that, from and after the date hereof, all references to the Financing Party shall mean and refer exclusively to the SLB Lessor (and not the Construction Lender), and any and all obligations, notices, consents, approvals, payments, and deliveries that were or are to be made to, or for the benefit of, the Construction Lender shall instead be directed to, and made for the benefit of, the SLB Lessor. The Host confirms that all representations, warranties, and confirmations made by it in the Consent remain true and correct as of the date of this Notice.

In accordance with Section 3 of the Consent, the Host is hereby instructed to pay all amounts payable by it under the Solar Project Documents into the account specified immediately below:

Bank: []
ABA Routing Number: []
Account Number: []
Account Name: []

All notices and other communications that Host is required to send to SLB Lessor under the Consent shall be directed as follows:

[]
Attn: []

CF FFP FRESNO PONTIAC WAY LLC

By: _____
Name:
Title:

SLB LESSOR:
[]

By: _____
Name:
Title:

COUNTY OF FRESNO, a political subdivision of the State of California

By: _____
Name:
Title:

ATTEST

By: _____
Name:
Title:

For accounting use only:

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

Schedule A

1. Energy Services Agreement – Solar dated December 12, 2023 incorporating those certain General Terms and Conditions of Energy Services Agreement dated February 4, 2020, as amended by that certain OMNIBUS AMENDMENT for the Pontiac project located at 333 W Pontiac Way, Clovis, CA 93612.