

CONSENT TO ASSIGNMENT OF PROJECT DOCUMENTS AND ACKNOWLEDGMENT

This Consent to Assignment of Project Documents and Acknowledgment, dated as of _____, 2025 (this "Consent"), is made by City of Yorba Linda ("Purchaser") and Greenskies Clean Energy LLC, a Delaware limited liability company ("GCE") in connection with those certain power systems:

- (a) to be built as noted in Exhibit A to this Consent (the "Systems");
- (b) to be located at the sites identified and described in Exhibit A to this Consent (the "Sites"); and
- (c) the associated agreements and documents associated with such Systems and Sites including without limitation those identified in Exhibit A to this 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 and Change of Control.

a. An affiliate of GCE (the "GCE Owner") will take over the development, design, procurement, construction, operation, maintenance and ownership of the Systems at the Sites by means of a purchase of all the rights, contracts and other assets related to such Systems (collectively, the "Transaction") and GCE wishes that the Purchaser hereby gives its unconditional and irrevocable consent to the Transaction (the "Confirmation") for the benefit of GCE and the GCE Owner and all of their successors and assigns including their financing parties and future assignees. Effective as of the date of this Consent, the Purchaser hereby gives the Confirmation to GCE for the benefit of GCE and the GCE Owner and their successors and assigns including to the assignment of all of the Project Documents (the "Assignment") to the GCE Owner. Purchaser acknowledges that upon Assignment, GCE Owner shall have all the rights of "Provider" under each Project Document, including to perform and enforce the respective obligations thereunder. Purchaser's Confirmation and consent to the Assignment waives any termination, acceleration, damages or similar rights that would otherwise result under any Project Document as a result of the Assignment or Transaction. Upon Assignment, GCE will be bound by and obligated to perform all of the obligations and duties of "Provider" under the Project Documents.

b. Any provision for notices under any Project Document is hereby revised so that the Purchaser give notices 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. Purchaser hereby represents and warrants to Provider, Assignee 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 Consent;

b. the execution, delivery and performance by Purchaser 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 Purchaser 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 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 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;

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 Provider other than the Project Documents listed in Exhibit A; and

g. as of the date hereof, no liquidated damages or other such payments are due and owing under any Project Document.

3. Acknowledgment and Confirmation. Purchaser confirms with respect to the Project Documents, Sites and the Systems as follows.

a. Pursuant to Section 7.1 of the Special Conditions, Provider hereby confirms as of the date hereof, that the interconnection application(s) for each System are currently in good standing such that each System is eligible for NEM 2.0 grandfathering. Purchaser acknowledges that the Local Electric Utility's Schedule NEM-ST: Net Energy Metering Successor Tariff (the relevant sections attached hereto as Exhibit C) confirms that customers receiving service pursuant to such schedule are eligible to continue receiving service under such schedule for a period of 20 years from the date of such generating facility's interconnection to the Local Electric Utility's grid. Therefore, Purchaser hereby confirms that its termination rights set forth in Section 7.1 of the Special Conditions are waived unless the applicable System loses its NEM 2.0 grandfathering status due to Provider's failure to keep the relevant interconnection application in good standing prior to the Commercial Operation Date.

4. FFP BTM Solar, LLC ("Provider") is signing this Consent for purposes of confirming the following to Purchaser: As of the date hereof, the interconnection applications for each System are currently in good standing such that each System is eligible for NEM 2.0

grandfathering pursuant to the relevant Local Electric Utility tariff.

5. General.

a. 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.

b. 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.

c. This Consent shall be binding upon and benefit the successors and assigns of Purchaser and GCE 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 Purchaser and GCE.

d. Except as expressly modified by this Consent, all other terms and provisions of the 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 California.

[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.

PURCHASER:

By: _____
Name: _____
Title: _____

GCE:

By: _____
Name: _____
Title: _____

PROVIDER (FOR PURPOSES OF SECTION 4):

By: _____
Name: _____
Title: _____

Exhibit A

Project Documents

Energy Services Agreement – Solar dated September 20, 2023 for the Black Gold project located at 1 Black Gold Drive, Yorba Linda, CA 92886, as amended by that Upgrades, Scope and/or Schedule Change Acknowledgment dated October 22, 2024

Energy Services Agreement – Solar dated September 20, 2023 for the Community Center project located at 4501 Casa Loma Ave, Yorba Linda, CA 92886

Energy Services Agreement – Solar dated September 20, 2023 for the Library project located at 4852 Lakeview Ave., Yorba Linda, CA 92886

(collectively, the “Special Conditions”)

General Terms and Conditions of Energy Services Agreement dated July 18, 2023 (“General Terms and Conditions”).

Exhibit B

Not used.

Exhibit C

See Attached:

SCE Schedule NEM-ST: Net Energy Metering Successor Tariff