

FIFTH AMENDMENT AND AGREEMENT

El Paso de Robles - Airport

THIS FIFTH AMENDMENT AND AGREEMENT (this "Agreement") is made as of December [], 2023 (the "Effective Date"), by and among Obsidian II West Coast Holding LLC, a Delaware limited liability company, as assignee of SunE Sunset Holdings1, LLC ("Provider") and the City of El Paso de Robles, a California municipal corporation ("PPA Counterparty"). Provider and PPA Counterparty are sometimes collectively referred to in this Agreement as the "Parties".

RECITALS

WHEREAS, Provider and PPA Counterparty are parties to that certain Solar Power & Services Agreement, dated as of December 29, 2015, in connection with the design, construction and operation of photovoltaic electricity generation system ("System") and sale of electricity from such System to the PPA Counterparty (the "PPA");

WHEREAS, Provider and PPA Counterparty are parties to those certain Amendments and Agreements, dated as of February 7, 2017, February 7, 2018, October 1, 2020, and August 25, 2021 in which the Parties amended the PPA and other agreements for multiple sites; and

WHEREAS, Provider and PPA Counterparty wish to further amend the PPA and update the Guaranteed Commercial Operation Date as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the respective meanings ascribed to them in the PPA.
2. **Special Conditions.** The PPA Special Conditions ("Special Conditions") are hereby amended as follows:
 - a. The "Guaranteed Commercial Operation Date" as set forth on Schedule 1 of the Special Conditions shall be replaced in its entirety with the following: March 31, 2024
3. **No Modification to PPA.** Other than the amendments described in this Agreement, nothing in this Agreement is intended to modify, alter or rescind any of the terms or provisions of the PPA.
4. **Miscellaneous.** This Agreement shall be governed by the laws of the jurisdiction set forth in

Attachment 2

the PPA, without regard to principles of conflicts of law. This Agreement shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns. This Agreement may only be amended by a writing signed by all of the Parties. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement constitutes the entire agreement of the Parties relating to the Construction Start Date and supersedes all prior contracts, agreements or understandings with respect to the Construction Start Date, whether oral or written.

[Signature Page to Follow]

Attachment 2

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the Effective Date.

Obsidian II West Coast Holding LLC

By: _____

Name: _____

Title: _____

City of El Paso de Robles

By: _____

Name: _____

Title: _____