

**AMENDMENT NO. 1 FOR ENERGY SERVICES AGREEMENT – ENERGY STORAGE
FRESNO YOSEMITE INTERNATIONAL AIRPORT**

Date: May ____, 2026

Reference: Reference is hereby made to the following agreement (Energy Storage Agreement):

Energy Services Agreement – Energy Storage (Fresno Yosemite International Airport), dated August 1, 2021, between FFP BTM Solar, LLC (Provider) and City of Fresno (Purchaser).

Premises: 5175 E. Clinton Way, Fresno, CA 93727; APN: 494-071-78T

Purchaser: City of Fresno, a California Municipal Corporation

Provider: FFP BTM Solar, LLC, a Delaware limited liability company

Definitions: Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Energy Storage Agreement.

Background: On August 1, 2021, the Parties entered into an Energy Services Agreement – Energy Storage, Fresno Yosemite International Airport, for the installation and operation of an Energy Storage System at the Premises for the purpose of providing Energy Services (Energy Storage Agreement).

Council authorized the Director of Aviation, or designee, to approve any changes to the Power Purchase Agreement rates and energy storage system size, up to the maximum amount authorized in the Energy Storage Agreement, as well as to execute any subsequent documents, instruments, estoppel and acknowledgement certificates, etc. related to Provider’s financing of the solar and energy storage systems.

Since execution of the Energy Storage Agreement, the Project schedule has been impacted by interconnection and related utility coordination

activities, including required system upgrades and associated timing considerations. As contemplated under the Energy Storage Agreement, certain development and construction milestones are subject to adjustment due to factors outside of Provider's reasonable control.

**Energy Services
Payment / Energy
Storage System Size /
Delivery of Energy
Services / Early
Termination Fee:**

Pursuant to Section 6, the Energy Services Payment is set forth. Pursuant to Schedule 1 and Schedule 4 of the Energy Storage Agreement, the Energy Storage System Size set forth in Schedule 1 is an estimate of the System's power in kW and the System's capacity in kWh, and the Delivery of Energy Services set forth in Schedule 4 of the Energy Storage Agreement describes the Minimum Guaranteed Demand Reduction and the Minimum Guaranteed Energy Arbitrage of the System.

The Energy Services Payment, the Energy Storage System Size, and the Energy Services were calculated on the Effective Date. Under the Energy Storage Agreement, the Energy Storage System Size and Energy Services are subject to change prior to or about the Commercial Operation Date based on the actual System Size and design. Further, Schedule 3 sets forth the Early Termination Fee which is based on the System Size as of the Effective Date and is subject to change upon System Size change.

As provided in the Energy Storage Agreement, Provider has calculated updated Energy Services Payment, system sizes, Energy Services, and early termination fees for the System based on the final designs of the System and desires to amend the Energy Storage Agreement to reflect the final system size, Energy Services, and early termination fees.

Therefore, the Energy Storage System Size referenced in Schedule 1 shall be replaced in part, and the Energy Services Payment referred in Section 6, Early Termination Fee set forth in Schedule 3, and the Delivery of Energy Services set forth in Schedule 4 shall be replaced in their entirety with the information set forth in

Exhibit A attached herein, to reflect the final Energy Services Payment, Final System Size, Early Termination Fee, and updated Schedule 4 – Delivery of Energy Services.

Milestone Dates:

The Parties desire to update the milestone dates to reflect the current Project schedule and anticipated progression of remaining work. Section 5.1 and 5.2 shall be replaced in their entirety with the milestones set forth in **Exhibit A**.

[signature page follows]

PURCHASER:
CITY OF FRESNO, a California municipal
corporation

By: _____
Francisco Partida,
Interim Director of Aviation

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Christine Charitar 5/11/26
Christine C. Charitar
Date
Deputy City Attorney

ATTEST:
AMY K. ALLER,
Interim City Clerk

By: _____
Deputy Date

PROVIDER:
FFP BTM Solar, LLC, a Delaware
limited liability company

By:  04/28/2026
Ruben Fontes Date
President

(If corporation or LLC., CFO, Treasurer,
Secretary, or Assistant Secretary)

By: Deborah Stewart April 28, 2026
Deborah Stewart Date
Secretary

(If corporation or LLC., CFO, Treasurer,
Secretary, or Assistant Secretary)

Exhibit A

Amended Schedules for the Updated Energy Storage System Size and Energy Services

For the System located at: 5189 E. McKinley Ave. Fresno, CA 93727; APN:
496-220-04T

5. Milestone Dates.

5.1 The Guaranteed Construction Start Date shall mean the date that is the later of (i) sixty (60) days following issuance of all required Permits, or (ii) January 10, 2027.

5.2 The Guaranteed Commercial Operation Date shall be the later of (i) Permission to Operate from the Local Electric Utility plus +90 days, or (ii) January 10, 2028.

6. Energy Services Payment. Purchaser shall pay to Provider a monthly payment (the "Energy Services Payment") for the Energy Services provided by the System during each calendar month of the Term, equal to the following annual payment multiplied by the Energy Storage System Size in kilowatts AC divided by twelve:

Energy Storage System Size (kW AC)	Energy Services Payment (\$/year/kW AC for each Term Year)
1,000	\$141.01

Schedule 1:

Energy Storage System Size	1,000 kW / 2,087.8 kWh
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Schedule 3 – Early Termination Fee:

Early Termination Occurs in Year	Column 1a Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wac including costs of removal)	Column 1b Expected Termination Fee based on System Size^{**}/^{***}
1*	\$4.46	\$4,459,015
2	\$3.51	\$3,510,546
3	\$2.86	\$2,860,920
4	\$2.24	\$2,236,303
5	\$2.02	\$2,023,675
6	\$1.97	\$1,972,032

7	\$1.92	\$1,921,706
8	\$1.87	\$1,872,665
9	\$1.82	\$1,824,875
10	\$1.78	\$1,778,304

Purchase Date Occurs on the 91st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2a Early Termination Fee where Purchaser takes Title to the System (\$/Wac, does <u>not</u> include costs of removal)	Column 2b Expected Termination Fee based on System Size** /
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5th Anniversary	\$1.45	\$1,077,650
6th Anniversary	\$1.40	\$1,025,308
7th Anniversary	\$1.35	\$975,509
8th Anniversary	\$1.31	\$928,129
9th Anniversary	\$1.26	\$883,050
Thereafter	Fair Market Value	Fair Market Value

Schedule 4 – Delivery of Energy Services:

4.1 Energy Services. Provider shall operate the System to, when feasible, reduce Purchaser’s electricity charges from the Local Electric Utility, including but not limited to changes in demand charges, energy charges, utility usage taxes, and revenues earned from other grid services programs (“Energy Services”).

- (a) Savings Performance Guarantee. Provider shall perform the Energy Services such that the Purchaser receives savings at a minimum as follows for each True-Up Period (such amount, the “Minimum Guaranteed Savings Amount”):

True-Up Period	Term Years	Minimum Guaranteed Savings Amount
1	1-2	\$282,020
2	3-4	\$282,020

3	5-6	\$282,020
4	7-8	\$282,020
5	9-10	\$282,020

- (b) Lost Savings. For each True-Up Period, if Provider does not provide at least the Minimum Guaranteed Savings Amount, Provider shall credit Purchaser an amount equal to Purchaser's Lost Savings on an invoice or invoices within ninety (90) days after the end of such True-Up Period, up to the Lost Savings Cap. Upon Provider's payment of any Lost Savings, Provider shall be deemed to have met the Minimum Guaranteed Savings Amount for such True-Up Period.
- (c) The Parties acknowledge and agree that Purchaser's purchase under this Energy Storage Agreement does not include any right or title to seek any capacity payments that may be attributable to the System, and that all such rights are reserved and retained by Provider, subject to Applicable Law.
- (d) The Parties acknowledge that the actual Base Year Load data is not available at the time of the execution of this Energy Storage Agreement. Purchaser has provided a projection of the Base Year Load data for the Premises ("Projected Base Year Load"). The Projected Base Year Load will be used for the purposes of setting the Minimum Guaranteed Savings Amount for the first Term Year. After completing the initial Term Year, actual electrical load of the Premises during the first 12 months of operation ("Actual First Term Year Load") will be used to either continue or change the Minimum Guaranteed Savings Amount for the remainder of the Initial Term. Upon completing the Actual First Term Year Load analysis, Provider will determine if any adjustments need to be made to the terms listed in Section 4.1. Provider has sole discretion to update Section 4.1 and will notify Purchaser of changes in writing. All adjustments will be retroactive to the commencement of the first Term Year, and any cure will be calculated on the adjusted amounts as determined by the Actual First Term Year Load.

4.2 The Minimum Guaranteed Savings Amount shall, for each Term Year, be reduced to the extent Provider's ability or cost to provide the Energy Services are adversely affected by any of the following:

- (a) Any act or omission by Purchaser affects the System in any way that impairs its ability to safely store and discharge energy or Provider's ability to monitor or control the System.
- (b) Theft, destruction or damage affects the System in any way that impairs its ability to safely store and discharge energy or Provider's ability to monitor or control the System, except to the extent caused by the manufacturer of the System or Provider.
- (c) A Disruption Period occurs.
- (d) A Purchaser Default, including Provider suspending the Energy Services as a result of a Purchaser Default.
- (e) Purchaser fails to provide access to the Premises or the System as required by Section 7.2(d) of the General Terms and Conditions.

- (f) A Force Majeure Event.
- (g) Purchaser elects to have the Local Electric Utility apply a different tariff to the Premises that has no adverse impact on Provider's ability to reduce Purchaser's peak demand from the Local Electric Utility.
- (h) Any material deviation in the Purchaser's load profile at the Premises from the Base Year Load not resulting from the Energy Services or Provider's acts or omissions.

On each invoice submitted by Provider to Purchaser, Provider shall, if applicable, include a statement of the amount by which the Minimum Guaranteed Savings Amount will be reduced pursuant to this Section 4.2. If Purchaser does not dispute the amount of such reduction within thirty (30) days after its receipt of such invoice, Purchaser will be deemed to have accepted such reduction.

4.3 The Local Electric Utility Tariff means the retail tariff pursuant to which the Local Electric Utility provides electric distribution and interconnection services to Purchaser at the Premises. As of the date below, the Local Electric Utility Tariff applicable to the Premises is as follows:

Date	Local Electric Utility Tariff
Effective Date	B-20P
Commercial Operation Date	B-20P Option S

If at any time after the date above, Provider determines that an alternative Local Electric Utility Tariff is more advantageous for Purchaser, Provider may, with Purchaser's consent, change the Local Electric Utility Tariff set forth above to such alternative Local Electric Utility Tariff for the Premises.

If there is a change in the Local Electric Utility Tariff applicable to the Premises that has a material impact on Provider's ability to provide the Energy Services or evaluate compliance with the performance guarantee in this Schedule 4, then upon written notice from Provider to Purchaser, the Parties shall negotiate in good faith to make the minimum changes to this Energy Storage Agreement necessary to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Energy Storage Agreement as of the Effective Date; provided, any change in the rates or other costs applicable to the Premises under the Local Electric Utility Tariff will not constitute a change that will cause this Section 4.3 to be applicable. Notwithstanding the foregoing, Provider shall continue to provide the Energy Management Services, and Purchaser shall continue to make the Energy Services Payments, while the Parties negotiate the changes to this Energy Storage Agreement contemplated in this Section 4.3.

4.4 Additional Defined Terms.

"Actual System Savings" means the gross aggregate savings that accrues to Purchaser's Local Electric Utility bill resulting from the operation of the System, calculated based on Purchaser's load and the Energy Services metered data, and shall include, but is not limited to, changes in demand charges, energy charges, utility usage taxes, and revenues earned from other grid services programs, calculated based on Purchaser's actual Local Electric Utility bill compared with the bill that would have been payable had the System not been installed.

"Base Year Load" means the electrical load of the Premises during the first 12 months of availability under operating conditions as recorded by the Local Electric Utility meter(s).

"Billing Period(s)" means each of the consecutive time periods applicable to Purchaser during which the Local Electric Utility assesses and bills demand charges for the Premises.

"Local Electric Utility Tariff" has meaning set forth in Section 4.3 of this Schedule 4.

"Lost Savings" means the dollar amount Provider will credit to Purchaser in accordance with the terms of this Energy Storage Agreement for any True-Up Period for which Minimum Guaranteed Savings Amount exceeds Actual System Savings, calculated as the positive difference between the Minimum Guaranteed Savings Amount and Actual System Savings.

"Lost Savings Cap" means, for each True-Up Period, an amount equal to \$282,020.

"Off-Peak Hours" means 9:01 pm - 4:00 pm, Pacific time.

"Peak Hours" means 4:01 pm - 9:00 pm, Pacific time.

4.5 System Size. To the extent there is a change in System size, Provider shall be required to obtain Purchaser consent to such change. If Purchaser consents to such change in System size, then the Parties agree to amend the Energy Storage Agreement accordingly. The Guaranteed Commercial Operation Date and the Guaranteed Construction Start Date shall be extended on a day for day basis for delays in obtaining any such consent and/ or amendment.

4.6 Temporary Power During Outage. Purchaser shall be responsible for furnishing, installing, and maintaining any temporary or backup power generation equipment required to support facility operations during any planned or unplanned outages associated with the installation, commissioning, or maintenance of the System. Provider shall coordinate outage timing and duration with Purchaser in advance, but shall have no obligation to supply or bear the cost of generators, fuel, or related equipment necessary to maintain Purchaser's operations during such periods.

Notwithstanding the foregoing, to the extent that Provider receives written confirmation from the local taxing authority prior the date that the Energy Storage System is mechanically complete, and such confirmation states that the Energy Storage System will be exempt from property tax for the duration of the Initial Term, Provider will lower the Energy Services Payment commensurate with such exemption.