

FIRE SERVICES AGREEMENT

This FIRE SERVICES AGREEMENT (the “Agreement”), effective as of August 15, 2025 (the “Effective Date”), by and between Panoche Valley Solar, LLC (“PVS”), and City of Hollister Fire Department, California (“Hollister” and together with PVS, the “Parties” and each individually a “Party”).

WHEREAS, PVS owns and operates a solar farm located in San Benito County, CA (the “Solar Project”);

WHEREAS, Hollister is an all-risk fire department that provides the spectrum of fire protection services, including, without limitation, the protection of life and property from fire, firefighting services, and emergency medical services; and

WHEREAS, PVS desires to engage Hollister to provide certain fire protection and first aid related services for the benefit of the Solar Project and its staff, and Hollister desires to be engaged by PVS to provide such services, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

1. Services. Hollister shall provide to PVS the services (the “Services”) set forth on Exhibit A attached hereto. Hollister shall provide the Services using personnel of required skill, experience and qualifications and in a timely and professional manner.

2. Compensation.

(a) Compensation. In consideration for the services to be provided by Hollister to PVS as set forth in this Agreement, (a) PVS will pay Hollister a fixed fee equal to the then applicable Annual Fee (as defined below) per Hollister’s fiscal year (which runs from July 1st through June 30th) (“Fiscal Year”) and (b) PVS will allow Hollister to have access to and to use its Water Tanks (as defined below) to assist in Hollister’s provision of fire protection services to other persons and entities besides PVS where necessary and appropriate.

(b) Annual Fee. The “Annual Fee” will be as follows:

(i) for the Initial Term, the Annual Fee shall be One Hundred and Fifty Thousand Dollars (\$150,000); and

(ii) for each Renewal Term, the Annual Fee will be increased by three percent (3%) from the Annual Fee in effect for the immediately prior Term.

(c) Payment of Annual Fee. The initial Annual Fee for the period between the Effective Date and June 30, 2026, shall be due and payable within thirty (30) days of the date on which this Agreement was executed by each of the Parties as reflected on the signature page hereto. Thereafter, Hollister shall issue an invoice to PVS in July of each year for the Annual Fee for such Renewal Term, calculated in accordance with Section 2(b), and PVS shall pay such invoice within thirty (30) days of receipt thereof; provided, however, that the Annual Fee may be prorated in accordance with Section 3(c)(ii). The Annual Fee is inclusive of all costs incurred by Hollister in the provision of the Services.

3. Term and Termination.

(a) Term. This Agreement shall commence as of the Effective Date and shall have an initial term that expires on June 30, 2026 (the "Initial Term"). This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term") thereafter, unless a Party provides the other with written notice of its intent not to renew no fewer than forty-five (45) days prior to the end of the then applicable Term.

(b) Termination without Cause. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other Party.

(c) Termination for Cause.

(i) In the event of a curable breach, the non-breaching Party shall provide the breaching Party with written notice of the breach. Within twenty (20) days of receiving such notice, the Party alleged to be in breach shall provide a written response to the other Party, either disputing that a breach occurred or proposing a resolution plan to address the breach; failure to provide a written response disputing the breach allegation shall be deemed an admission that a breach occurred. Upon submission of the plan, the parties shall mutually agree on an appropriate time frame to cure the breach; provided, however, that such cure period shall typically not exceed sixty (60) days from the date of the notice of breach, unless otherwise mutually agreed in writing. This provision recognizes that certain circumstances, such as equipment failure requiring specialized parts, may reasonably necessitate additional time.

(ii) If at any time the breach is determined to be incurable, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

(d) Repayment of Annual Fee in Limited Circumstances. If this Agreement is terminated by Hollister without cause pursuant to Section 3(b) or by PVS pursuant to Section 3(c), then Hollister shall repay PVS a pro-rata portion of the Annual Fee based on number of days remaining in the applicable Fiscal Year to which the Annual Fee relates. If PVC terminates without cause pursuant to 3(b), Hollister will not be required to refund any money previously paid. Hollister will receive a prorated portion of the compensation for the year if termination is issued before the annual compensation is paid.

4. Representations and Covenants of the Parties.

(a) Hollister.

(i) Hollister is in compliance with, and shall comply with, all applicable laws, regulations and ordinances in conjunction with the provision of the Services.

(ii) Hollister has and shall maintain in effect all licenses, permissions, authorizations and permits needed to carry out its obligations under this Agreement.

(iii) During the Term, Hollister shall maintain and carry insurance with a reputable insurer in commercially reasonable amounts considering the Services to be provided by Hollister.

(b) PVS.

(i) PVS has and shall maintain existing pressurized fire water system with a fire department connection at the Solar Project. The system consists of four water tanks, 5,000 gallons each, which are directly connected to wells to allow tanks to refill (the "Water Tanks").

(ii) PVS shall promptly notify Hollister of any material changes to the Solar Project layout that may impact Hollister's ability to provide the Services or otherwise access the Solar Project property.

(iii) PVS will maintain the Solar Project in material compliance with federal, state and local laws.

5. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its affiliates and its and their respective officers, directors, members, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, fines, costs or expenses, arising out of or relating to any third-party claim resulting from the indemnifying Party's negligence, or breach of this agreement. Indemnification of affiliates is limited only to those affiliates directly involved in carrying out a substantial and material aspect of this Agreement.

6. Independent Contractor. It is understood and acknowledged that Hollister Fire Department and its officers and employees are acting in the capacity of an independent contractor and not as an employee of PVS in the provision of the Services. Neither Hollister, nor any of its employees, agents or contractors shall be eligible for any employee benefits from PVS, and Hollister shall be solely responsible for payment of all taxes, FICA, federal and state unemployment insurance contributions and similar fees and taxes relating to the fees earned by Hollister hereunder. PVS acknowledges and agrees that this Agreement does not restrict Hollister's ability to provide similar services to other persons or entities.

7. Miscellaneous.

(a) Administrators. The Parties designate the following individuals to serve as administrators and primary points of contact under this Agreement. Nothing in this Section 7(a) shall be, or shall be construed to be, a waiver of the Parties obligations under Section 7(b) for all Notices.

Customer: David Raines
1401 East 6th Street, Suite 400
Austin, TX 78702
914-721-3504
david.raines@rwe.com

Hollister: Deputy Fire Marshal
Charlie Bedolla
110 Fifth Street
Hollister, CA 95023
831-636-4325
charlie.bedolla@hollister.ca.gov

(b) Notice. All notices, requests, consents, claims and demands ("Notices") under this Agreement must be in writing and address to the Party at its address below (or to such other address that the receiving Party may designate from time to time in

accordance with this Section). All notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail, with notice being effective upon receipt.

If to Customer: Panoche Valley Solar, LLC
c/o RWE Clean Energy, LLC
1401 East 6th Street, Suite 400
Austin, TX 78702
Attn: VP Asset Management

with a copy to: RWE Clean Energy, LLC
353 N. Clark St., 30th Floor
Chicago, IL 60523
Attn: Legal Department

If to Hollister: Hollister Fire Department
110 Fifth St.
Hollister, CA 95023
Attn: Fire Chief

(c) Cooperation. Each of the Parties shall use commercially reasonable efforts to furnish the other Party upon request with such additional information or assurances, execute such documents and instruments, and take such other actions as may be reasonably necessary to carry out the provisions in this Agreement. For the avoidance of doubt, both Parties acknowledge and agree that they may be asked to provide certain documents and information to San Benito County concerning this Agreement and its provision of Services hereunder.

(d) Governing Law. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by the laws of the State of California.

(e) Assignment. Hollister Fire Department, or any successor agency, may not assign its rights or delegate its obligations under this Agreement without the prior written consent of PVS.

(f) Amendments. This Agreement may not be amended or modified, and no waiver of any provision hereof is effective, except by written agreement signed by both Parties.

(g) Interpretation. This Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either Party.

(h) Entire Agreement. This Agreement, including any exhibits, attachments or amendments hereto, is the entire agreement between PVS and Hollister with respect to the subject matter hereof, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed this Agreement. This Agreement may be signed by electronic means.

[Remainder of page intentionally left blank; signature page follows.]

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

PVS:

Panoche Valley Solar, LLC

By: _____
Name: _____
Title: _____
Date: _____

HOLLISTER:

City of Hollister Fire Department, CA

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
SERVICES

Hollister shall provide the following Services to PVS:

1. Fire Protection Services – Hollister shall provide comprehensive fire protection services upon request by PVS, inclusive of structure fire protection, vegetation fire, vehicle accident response, pre-hospital emergency medical services, hazardous material incident response, technical rescue services, hazardous conditions response (flooding, downed power lines, earthquake, etc.), fire prevention and fire investigation. The pre-hospital emergency services shall be as defined by Title 22 of the California Code of Regulations.
2. Fire Mitigation Support – Hollister shall meet with PVS from time to time, and in no event less than annually, to provide suggestions on opportunities to reduce the risk of fire occurring and/or spreading at the Solar Project.
3. Fire Prevention Training – Hollister will periodically, and in any event no less than annually, educate and advise PVS' workforce on fire safety best practices. The time, date and format of the training shall be mutually agreed by the Parties.