

## AMENDMENT TO POWER PURCHASE AGREEMENT

THIS AMENDMENT TO POWER PURCHASE AGREEMENT (this “Amendment”) is entered into effective as of December 9, 2022 (the “Amendment Effective Date”) by UN-School House LLC, a Delaware limited liability company (“Seller”), and Constellation NewEnergy, Inc., a Delaware corporation (“Buyer”). Each of Buyer and Seller are referred to in this Amendment as a “Party”, and collectively as the “Parties”.

A. Seller and Buyer entered into that certain Power Purchase Agreement, dated September 15, 2021 (the “Agreement”). Capitalized terms used, but not defined, herein shall have the meanings set forth for such terms in the Agreement.

B. The Parties desire to amend the Agreement in order to clarify certain terms thereof as further described herein.

NOW, THEREFORE, Buyer and Seller hereby agree as follows:

1. Defined Terms. Section 1.1 of the Agreement is amended as follows:

The definition of “Delay LD Rate” is amended and restated in its entirety to read as follows:

“Delay LD Rate” means the Low LD Rate or the High LD Rate, as applicable.

2. Commercial Operation Date. Section 4.1.3 of the Agreement is amended and restated in its entirety to read as follows:

“If Seller fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, as such date may be extended in accordance with Section 4.1.2, Seller shall pay Buyer liquidated damages (the “COD Delay LDs”) in an amount equal to \$100.00/MW/Day multiplied by Buyer’s Expected Installed Capacity for each Day of delay that occurs (the “Low LD Rate”) until the earlier of (i) the Commercial Operation Date, and (ii) January 9, 2023. Starting on January 10, 2023, Seller shall pay Buyer COD Delay LDs in an amount equal to \$200.00/MW/Day multiplied by Buyer’s Expected Installed Capacity for each Day of delay that occurs (the “High LD Rate”) until the earlier of (i) the Commercial Operation Date, and (ii) the date this Agreement is terminated in accordance with this Section 4.1.3. In the event that the Facility fails to achieve Commercial Operation within two hundred forty (240) Days of the Guaranteed Commercial Operation Date, as such date may be extended in accordance with Section 4.1.2, Buyer may, at its sole option, terminate this Agreement upon written notice to Seller pursuant to Section 11.1.1, in which case Seller’s liability will be as set forth in Section 4.1.6, ARTICLE 10 and ARTICLE 12, as applicable.”

3. Default. Section 11.1.1 of the Agreement is amended and restated in its entirety to read as follows:

“Seller fails to achieve Commercial Operation by the two hundred fortieth (240th) Day after the Guaranteed Commercial Operation Date, as such date may be extended in accordance with Section 4.1.2,”

4. Additional Provisions.

(a) Continuing Agreement. All terms, conditions, covenants, and other provisions of the Agreement, except as modified by this Amendment, remain in full force and effect and the

Parties acknowledge they are bound by the Agreement as amended by this Amendment. Each instance of “this Agreement” and instances of “herein”, “hereunder”, and other words of similar import used in the Agreement refer to the Agreement as amended by this Amendment.

(b) Certain Representations. Each Party represents as to itself as of the Amendment Effective Date, that (i) it has all necessary power and authority to execute, deliver and perform its obligations hereunder, (ii) the execution, delivery and performance of this Amendment by such Party has been duly authorized by all necessary action and this Amendment does not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or to the Party’s knowledge, any applicable Law, and (iii) this Amendment constitutes legal, valid, and binding obligations of such Party, except as the enforceability of this Amendment may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general principles of equity.

(c) Counterparts and Electronic Signatures. This Amendment may be signed electronically, including through DocuSign™ and similar applications. This Amendment may be signed in any number of counterparts (including counterparts by scanned or Electronic Signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) and electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Amendment are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

(d) Section Headings. The captions contained in this Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Amendment or the intent of any provision contained herein and are to be ignored for the purposes of construction.

(e) Governing Law; Jury Waiver.

(i) This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law (except for Section 5-1401 of the New York General Obligations Law).


(ii) EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER, OR REGARDING, THIS AMENDMENT OR THE TRANSACTION CONTEMPLATED HEREIN.

[SIGNATURE PAGES FOLLOW THIS PAGE]

Seller has executed this Amendment to Power Purchase Agreement as of the Amendment Effective Date.

**SELLER:**

**UN-School House LLC**

By:  07900E2312C24EC  
Name: Ben Catt  
Title: Authorized Person

Buyer has executed this Amendment to Power Purchase Agreement as of the Amendment  
Effective Date.

**BUYER:**

**Constellation NewEnergy, Inc.**

By: Amanda Stewart

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Name: Amanda Stewart

Title: Vice President, Retail Operations