

CONTRACT ASSIGNMENT: “Town of Erie Energy and Renewables Performance Contract”

COVER PAGE

Political Subdivision Town of Erie	Assignee Iconergy CEG LLC										
Original Contractor - Assignor Iconergy Ltd.	Iconergy Project Numbers: 211189.EPC – Phase I (includes IGA amendments 1&2) 241432 – Floating Solar EPC										
Initial EPC Contract Maximum Amount Initial Term \$1,556,180 \$1,549,990 in fiscal year 2023, ending December 31, 2023 \$5,290 in fiscal year 2024, ending December 31, 2024 (Year 1 M&V) \$5,396 in fiscal year 20256, ending December 31, 2025 (Year 2 M&V) \$5,504 in fiscal year 2026, ending December 31, 2026 (Year 3 M&V) Amendment 1 Phase II IGA- \$30,000 Amendment 2 Phase II IGA- \$21,000 Amendment 1-EPC – Floating Solar PV Contract Maximum Amount Initial Term \$4,276,673 DOLA Funding \$900,000 Erie Funding \$3,376,673	Assignment Contract Number										
<table border="1" style="width: 100%;"> <tr> <td>Fiscal Year 2025, ending Dec 2025</td> <td>Erie \$2,016,731+ DOLA \$393,750</td> </tr> <tr> <td>Fiscal Year 2026, ending Dec 2026</td> <td>Erie \$1,344,487+DOLA \$506,250</td> </tr> <tr> <td>Fiscal Year 2027, ending Dec 2027 (Year 1 M&V)</td> <td>\$5,000</td> </tr> <tr> <td>Fiscal Year 2028, ending Dec 2028 (Year 2 M&V)</td> <td>\$5,150</td> </tr> <tr> <td>Fiscal Year 2029, ending Dec 2029 (Year 3 M&V)</td> <td>\$5305</td> </tr> </table>	Fiscal Year 2025, ending Dec 2025	Erie \$2,016,731+ DOLA \$393,750	Fiscal Year 2026, ending Dec 2026	Erie \$1,344,487+DOLA \$506,250	Fiscal Year 2027, ending Dec 2027 (Year 1 M&V)	\$5,000	Fiscal Year 2028, ending Dec 2028 (Year 2 M&V)	\$5,150	Fiscal Year 2029, ending Dec 2029 (Year 3 M&V)	\$5305	Contract Performance Beginning Date June 23, 2023
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Fiscal Year 2029, ending Dec 2029 (Year 3 M&V)	\$5305										
All Contracts Total: \$5,883,853	Current Contract Expiration Date June 30, 2029										

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

Each person signing this Assignment represents and warrants that he or she is duly authorized to execute this Assignment and to bind the Party authorizing his or her signature.

ORIGINAL CONTRACTOR - ASSIGNOR Iconergy Ltd.  By: Douglas R. Hargrave, President Date: <u>10/28/2025</u>	ASSIGNEE Iconergy CEG LLC  By: Bryon Krug, President Date: <u>10/22/2025</u>
Town of Erie Original Contract Principal Representative By: Andrew J. Moore, Mayor Date: _____	LEGAL REVIEW (entity if not Political Subdivision) By: Name, Title Date: _____
Assignment Effective Date: The date on which financial close of the asset purchase between Assignor and Assignee occurs, which, based on the parties' present belief and intent, shall be on or about September 30, 2025. If the transaction between Assignor and Assignee is not consummated, this Assignment will be void.	

1. PARTIES

This Assignment (the "Assignment") of the Original Contract shown on the Signature and Cover Page for this Assignment (the "Contract") is entered into by and between the Contractor, as defined in the Original Contract (in this document called the "Assignor"), the Assignee shown on the Signature and Cover Page for this Assignment, and the Political Subdivision.

2. TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon

the date performance under this Assignment commences, as described in **§3.B** of this Assignment, the term “Contractor” in the Contract and all modifications to the Contract shall refer to Assignee.

3. ASSIGNMENT EFFECTIVE DATE AND TERM

A. Assignment Effective Date

This Assignment shall not be valid or enforceable until the Assignment Effective Date shown on the on the Signature and Cover Page for this Assignment. The Political Subdivision shall not be bound to Assignee by any provision of this Assignment before that Assignment Effective Date, and shall have no obligation to pay Assignee for any Work performed or expense incurred under this Assignment either before or after of the Assignment term shown in **§3.B** of this Assignment.

B. Assignment Term

Assignee’s and the Political Subdivision’s respective performances under this Assignment and the changes to the Contract contained herein shall commence on the Assignment Effective Date shown on the Signature and Cover Page for this Assignment and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Assignment is to replace Assignor under the Contract and substitute Assignee to the extent provided for in this Assignment. All Parties hereto represent and agree that the contract is currently in full force and effect, and that no Party is currently in default under the Contract.

5. EFFECT OF ASSIGNMENT

Upon the date performance under this Assignment commences, as described in **§3.B** of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Contract as if it were the original Contractor, subject to the following provisions:

A. Limitations to Assignment

Assignee shall perform all duties and fulfill all obligations of Assignor.

B. Assignor Obligations

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Contract.

6. MODIFICATIONS

In addition to the assignment of duties and obligations, the Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Assignment.

B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Assignment.

7. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Assignment is incorporated by reference into the Contract, and the Contract and all prior Assignments or other modifications to the Contract, if any, remain in full force and effect except

as specifically modified in this Assignment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Assignment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Assignment shall in all respects supersede, govern, and control. The provisions of this Assignment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Assignment specifically modifies those Special Provisions.

8. WAIVER

Assignor hereby waives any and all known rights and claims it may have against the Political Subdivision, effective as of the Effective Date of this Assignment, except those that have previously been made in writing and presented to the Political Subdivision. All payments and reimbursements previously made by the Political Subdivision to Assignor, and all other previous actions taken by the Political Subdivision under the Contract, shall be considered to have discharged any Political Subdivision obligations to Assignor thereunder. All payments made by the Political Subdivision after the Effective date of this Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the Political Subdivision's obligations under the Contract to the extent of the amount paid.

9. CONSENT TO ASSIGNMENT

The Political Subdivision hereby consents to the assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment.