

## FIRST AMENDMENT TO WRITTEN AGREEMENT

This FIRST AMENDMENT TO WRITTEN AGREEMENT (this “First Amendment”) is entered into this July 5, 2024 (the “Effective Date”), between WASATCH COUNTY, UTAH, a political subdivision duly organized and validly existing under the laws of the State of Utah (the “Local Entity”) and PETROS PACE FINANCE TITLING TRUST, a Delaware statutory trust (including its designee, successors and assigns, the “Lender”).

### RECITALS:

1. Pursuant to the terms of that certain Written Agreement dated as of November 21, 2022 (the “Original Written Agreement” and together with this First Amendment, the “Written Agreement”) the Local Entity designated an energy assessment area known as the Black Rock Mountain C-PACE Assessment Area (the “Original Assessment Area”) and levied an assessment against the real property comprising the Original Assessment Area and identified in Exhibit B and Exhibit C to the Original Written Agreement to facilitate the financing of the costs of acquiring, constructing and installing certain energy efficiency upgrades and/or renewable energy systems and related improvements (collectively, the “Improvements”) to the property comprising the Original Assessment Area as authorized under the Commercial Property Assessed Clean Energy Act, Title 11, Chapter 42a, Utah Code Annotated 1953, as amended (the “Act”) owned by Jovid Mark LLC, a Utah limited liability company and Jovid Mark Residences LLC, a Utah limited liability company (collectively, the “Borrower”).

2. The Borrower and the Local Entity desire to increase the not to exceed principal amount of the assessment that may be levied against the property included within the Original Assessment Area and the Lender desires to amend the Original Written Agreement to increase the not to exceed principal amount of the assessment that may be levied against the property included within the Original Assessment Area.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Amendment to Original Written Agreement. Section 3 of the Original Written Agreement is hereby amended to increase the not to exceed aggregate principal amount of the assessment that may be levied against the property included within the Original Assessment Area from \$60,000,000 to \$75,000,000 and to extend the date on which the assessment will mature from December 31, 2051 to November 21, 2052.

Pursuant to Section 11-42a-201(2) of the Act, the Local Entity will, as soon as practicable following the Effective Date hereof, give notice of the execution of this First Amendment by posting a copy of this Agreement (i) on the Utah Public Notice website, (ii) on the Local Entity’s official website, and (iii) in a public location within the jurisdictional boundaries of the Local Entity for a period of at least twenty-one (21) days.

Section 2. Assignment of Assessment Lien. Pursuant to Section 11-42a-302 of the Act, the Local Entity has assigned to the Lender all its rights and interests in the Assessment Lien (as such term is defined in the Original Written Agreement). Notwithstanding anything herein to the contrary, nothing contained or done pursuant to this First Amendment shall affect or be construed as affecting the effectiveness or enforceability of such assignment in the Assessment Lien.

Section 3. Representations and Warranties of the Local Entity. The Local Entity represents and warrants that the representations of the Local Entity contained in Section 8 of the Original Written Agreement are true and correct as of the Effective Date hereof.

Section 4. Representations and Warranties of Lender. The Lender represents and warrants that the representations of the Lender contained in Section 9 of the Original Written Agreement are true and correct as of the Effective Date hereof.

Section 5. Severability. The invalidity or un-enforceability in particular circumstances of any provision of this First Amendment will not extend beyond such provision or circumstances and no other provision hereof will be affected by such invalidity or un-enforceability.

Section 6. Headings. The headings of the sections of this First Amendment are inserted for convenience only and will not affect the meaning or interpretation hereof.

Section 7. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their successors and assigns. Lender may assign its rights and obligations under the Written Agreement to any person, firm, corporation, partnership (limited or general) or other entity without the prior written consent of the Local Entity.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 9. Inclusion as Part of the Written Agreement. This First Amendment on its delivery shall be a part of the Written Agreement and all references to "Written Agreement" herein and in the Original Written Agreement shall include reference to this First Amendment as well as the Original Written Agreement.

Section 10. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Local Entity, by the undersigned, and the Lender have executed this First Amendment all as on the date first set forth above.

DATED this July 5, 2024.

WASATCH COUNTY, UTAH

By:  \_\_\_\_\_

Name: Dustin Grabau

Title: County Manager

PETROS PACE FINANCE TITLING TRUST, a  
Delaware statutory trust

By: Petros PACE Finance, LLC,  
a Texas limited liability company,  
it's Attorney-in-Fact

By: \_\_\_\_\_  
Mansoor Ghori, Manager

IN WITNESS WHEREOF, the Local Entity, by the undersigned, and the Lender have executed this First Amendment all as on the date first set forth above.

DATED this June 5, 2024.

WASATCH COUNTY, UTAH

By: \_\_\_\_\_

Name: Dustin Grabau

Title: County Manager

PETROS PACE FINANCE TITLING TRUST, a Delaware statutory trust

By: Petros PACE Finance, LLC,  
a Texas limited liability company,  
it's Attorney-in-Fact

By: M  
Mansoor Ghori, Manager