FIRST AMENDMENT TO TRANSPORTATION EQUIPMENT SERVICES AGREEMENT

FIFTEEN-BUS ELECTRIFICATION

THIS FIRST AMENDMENT ("**Amendment**") is dated as of [_____], 2026 ("**Amendment Date**"), and amends the **Transportation Equipment Services Agreement** effective December 20, 2024 ("**Agreement**") and is by and between Bibb County School District, a Georgia school district ("**Customer**"), and HEF-P Bibb, LLC ("**Provider**").

IN CONSIDERATION of the mutual covenants set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Customer and Provider agree as follows:

1. **Defined Terms**. Capitalized terms used but not defined in this Amendment have the meanings assigned to them in the Agreement.

2. **Base Service Fee.** Agreement Part 1 (Scope of Services) Section 10(a) is hereby deleted and replaced in its entirety with the following Section 10(a):

10. Contract Price; Performance-Based Adjustments:	(a) **"Base Service Fee."** (i) For the first Contract Year, beginning the Operational Date, the **"Base Service Fee"** means **$12,000.00** per Vehicle. (ii) For the second Contract Year beginning the first anniversary of the Operational Date, the **"Base Service Fee"** means **$10,609.00** per Vehicle, subject to escalation beginning the second Contract Year at a rate ("**Annual Escalator**") equal to **3%**/year, subject to adjustment as provided in the Terms and Conditions**.** (iii) The Base Service Fee shall be invoiced, payable, and subject to adjustment in accordance with the Terms and Conditions. **…**

3. **Existing Incentives.** Agreement Part 1 (Scope of Services) Section 12 is hereby deleted and replaced in its entirety with the following Section 12:

12. Existing Incentives:	An "**Existing Incentive**" means any of the following: (a) **$350,000.00** total, for purchase and installation of Chargers and Infrastructure pursuant to the United States Environmental Protection Agency ("**EPA**") Clean School Bus Round 2 Grant Program ("**EPA CSB Incentive**"), which EPA CSB Incentive shall be paid directly or indirectly to Provider; (b) Incentive Tax Credits equal to 30% of the eligible costs of Chargers and Infrastructure under Section 30C of the Inflation Reduction Act of 2022 ("**IRA**"); and (c) Accelerated depreciation for System. Existing Incentives shall be paid or credited to Provider. Each Party will comply with the Existing Incentive compliance requirements applicable to such Party set forth on **Exhibit 1C**.

4. **Total Contract Value.** Section 3 of Agreement Exhibit 2C (Customer Specific Provisions) is hereby deleted and replaced with the following Section 3:

3. **Contract Value.** For purposes of complying with O.C.G.A. §20-2-506(b)(3), the total amount owed by Customer to Provider for the first Contract Year, each, subsequent Contract Year in the Term, and in all

Contract Years through Contract Year 10 will be as follows:

CONTRACT YEAR	AMOUNT OWED TO PROVIDER**
Contract Year 1	**$180,000.00**
Contract Year 2	**$159,132.00**
Contract Year 3	**$163,905.00**
Contract Year 4	**$168,823.00**
Contract Year 5	**$173,887.00**
Contract Year 6	**$179,104.00**
Contract Year 7	**$184,477.00**
Contract Year 8	**$190,011.00**
Contract Year 9	**$195,712.00**
Contract Year 10	**$201,583.00**
TOTAL: ALL CONTRACT YEARS:	**$1,796,634.00**
** Reflects anticipated total Base Service Fee for applicable Contract Year adjusted for the Annual Escalator, but excluding any credits or fees (such as any Availability Credit or Time of Use Fees).	

5. Effect of Amendment; No Other Change. Except as provided in this Amendment, the Agreement is unchanged and effective in accordance with it terms.

<<<Signature page follows.>>>

IN WITNESS WHEREOF, Customer and Provider are entering into this Amendment effective as of the Amendment Date.

Customer: Bibb County School District	**Provider: HEF-P Bibb, LLC**
Signature:_____	Signature:_____
Printed Name:_____.	Printed Name: _____
Title:_____	Title:_____
Date:_____	Date:_____