

CONTRACT AMENDMENT ONE

This Amendment (the "Amendment") is made this 27 day of August 2025 by and between:

JOHNSON CONTROLS, INC. ("JCI")
35 ARKAY DRIVE, SUITE 100
HAUPPAUGE, NY 11788

and

ISLAND TREES UNION FREE SCHOOL DISTRICT ("CUSTOMER" or "DISTRICT")
74 FARMEDGE ROAD
LEVITTOWN, NY 11756

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated December 18, 2024 (the "Agreement");

WHEREAS, JCI and Customer desire to amend the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The Agreement shall be amended in accordance with the following:
 - a. On Page 2 of the Agreement, replace "Attachment 4 – Lighting Line x Line (Island Trees School Rev-G (10-23-24))" with "Attachment 4 – Lighting Line x Line (Island Trees School Rev-H1 (7-2-25))"
 - b. On Page 2 of the Agreement, under ARCHITECT OF RECORD, replace "\$155,712" with "\$169,665".
 - c. On Page 20 of the Agreement, under Exhibit 1: TOTAL PROJECT BENEFITS delete the section up to "Measurement and Verification (M&V) Services" in its entirety and replace with following:

Subject to the terms and conditions of this Agreement JCI guarantees that Customer will achieve a total of \$5,963,620 in Measured Project Benefit (Utility Cost Avoidance Measurable Savings), \$243,090 in Operations and Maintenance Cost Avoidance, and \$1,005,000 in Rebates/IRA Direct Pay during the term of this Agreement, for Total Guaranteed Project Benefits of \$7,211,710 as set forth in the Total Project Benefits Table below.

Table 2.1.2: Total Project Benefits

Performance Year	Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance**	Non-Recurring Benefits (Rebates and IRA Direct Pay***)	Total Guaranteed Project Benefits
Installation				\$0
1	\$254,698	\$13,505	\$0	\$268,203
2	\$262,339	\$13,505	\$1,005,000	\$1,280,844
3	\$270,210	\$13,505		\$283,715
4	\$278,316	\$13,505		\$291,821
5	\$286,665	\$13,505		\$300,170
6	\$295,265	\$13,505		\$308,770
7	\$304,123	\$13,505		\$317,628
8	\$313,247	\$13,505		\$326,752
9	\$322,644	\$13,505		\$336,149
10	\$332,324	\$13,505		\$345,829
11	\$342,293	\$13,505		\$355,798
12	\$352,562	\$13,505		\$366,067
13	\$363,139	\$13,505		\$376,644
14	\$374,033	\$13,505		\$387,538
15	\$385,254	\$13,505		\$398,759
16	\$396,812	\$13,505		\$410,317
17	\$408,716	\$13,505		\$422,221
18	\$420,978	\$13,505		\$434,483
Totals	\$5,963,620	\$243,090	\$1,005,000	\$7,211,710

Values in table above are rounded to the nearest dollar.

* Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated 2% increase in unit energy costs as set forth in the table in Exhibit 6.

** Operation & Maintenance (O&M) Project Benefit. O&M cost Avoidance figures in the table above are based on anticipated 2% increase in O&M costs as set forth in the table in Exhibit 4.

***Timing and nature of Customer's receipt of Non-Recurring Benefits including ITC Direct Pay are subject to considerations specified in Exhibit 4 of this Schedule and are indicative.

- d. On Page 21 of the Agreement, under Schedule 2, Project Benefits Shortfalls or Surpluses, remove the clause “(1) (a) Project Benefits Shortfalls” in its entirety and replace with the following:
- (1) (a) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Initial M&V Services Period, JCI shall, subject to Customer’s agreement, which shall not be unreasonably withheld, pay to Customer the amount of such shortfall.
- e. On Page 21 of the Agreement, under Schedule 2, Project Benefits Shortfalls or Surpluses, remove the clause “(1) (c) Additional Improvements” in its entirety.
- f. On page 28 of the Agreement, under Exhibit 3: Measured Project Benefits, remove the Table 2.3: Measured Project Benefits Summary” in its entirety and replace with the following:

Table 2.3: Measured Project Benefits Summary

ECM #	ECM	Savings						
		Electric Use		Elect. Demand		Thermal Usage		Total (\$)
		\$	kWh	\$	kW	\$	MMBtu	
1	Lighting - Interior Retrofit	\$47,576	330,872	\$18,656	103	-\$8,800	(340)	\$57,432
2	Lighting - Exterior Retrofit	\$914	6,373	\$0	-	\$0	-	\$914
3	Renewable Energy- Photovoltaic Generation	\$196,353	1,366,772	\$0	-	\$0	-	\$196,353
	Totals	\$244,842	1,704,017	\$18,656	103	-\$8,800	(340)	\$254,698

- g. On page 29 of the Agreement, under Exhibit 4: Operational & Maintenance (O&M) & Rebate Project Benefits, under section “ITC Direct Pay under the IRA”, replace “\$646,000” with “\$1,005,000”.
- h. On page 29 of the Agreement, under Exhibit 4: Operational & Maintenance (O&M) & Rebate Project Benefits, under section “ITC Direct Pay under the IRA”, after the last paragraph, add the following:

For avoidance of doubt, the law applicable to ITC Direct Pay has changed since the December 18, 2024, effective date of the Agreement and further tax or regulatory changes may be forthcoming. JCI continues to reserve its rights with respect to impacts from these or other changes in law. The ITC Direct Pay value amended herein assumes the project begins construction on or before December 31, 2025, and all other IRA requirements are satisfied.

- i. On Page 40 of the Agreement, under Schedule 4 PRICE AND PAYMENT TERMS, remove 1. Total Agreement Price in its entirety and replace with the following:

1. Total Agreement Price. The total cost of the project, including payment for JCI and the Architect/Engineer is **\$5,825,169**.

Johnson Controls, Inc.:	\$5,655,504
Architect/Engineer (Guido):	\$169,665
Total	\$5,825,169

The total price to be paid by Customer for the Work, including payment for JCI (\$5,655,504) and the Engineer (\$169,665) is **\$5,825,169**.

Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due: 30% down payment or \$1,747,551 due upon SED approval, customer's securing of acceptable financing, and the issuance of the Notice to Proceed. Balance shall be invoiced monthly using AIA Invoice format.

Customer shall make payment to JCI against monthly invoices for work completed and approved in accordance with the agreed upon Schedule of Values. Payments will be made on a progress payment basis for work completed and accepted by the Customer and the Architect using the AIA Invoice format. JCI must attach certified payrolls to each application for payment, together with supporting documents as required by the Customer and Architect.

JCI understands that, due to District cycles, payment timelines must be flexible. Therefore, payments are due upon Customer's receipt of JCI's invoice and shall be paid within forty-five (45) days. Invoicing disputes must be identified in writing within thirty (30) days of the date of the invoice. Payment of disputed amounts are due and payable upon resolution. All other amounts remain due within forty-five (45) days. Payment is a condition precedent to JCI's obligation to perform the Work hereunder.

Customer's failure to make payments when due, after written notice thereof to Customer and an additional thirty (30) day period to cure, will give JCI, without prejudice to any other right or remedy, the right to stop performing any Work or M&V Services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement.

J. **On Page 40 of the Agreement, under Schedule 4 PRICE AND PAYMENT TERMS, 2. Payments for Architectural/Engineering Services, remove the value "\$155,172" and replace with the "\$169,665".**

2. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.

3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

4. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.

5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

6. This Amendment to the Agreement shall not be executory until approval of the Commissioner of Education is obtained.

IN WITNESS WHEREOF, JCI and Customer have entered this Amendment, effective as of the date first set forth above.

ISLAND TREES UNION FREE SCHOOL DISTRICT

Signature: [Signature]

Printed Name: Michael T. Rich, JR.

Title: President, Board of Education

Date: 8/20/25

JOHNSON CONTROLS, INC.

Signature: [Signature]

Printed Name: Don F. Angello

Title: Area General Mgr

Date: 7/24/25