

**FIRST AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT
BETWEEN
FRESNO STREET SOLAR PROJECT 2019, LLC
AND
CITY OF FRESNO**

This **FIRST AMENDMENT TO THE SOLAR POWER PURCHASE AGREEMENT** (“First Amendment”) is made and entered into this 28th day of January, 2021, by and between Fresno Street Solar Project 2019, LLC (“Seller”) and the City of Fresno (“Purchaser”). Seller and Purchaser are sometimes hereinafter referred to collectively as “Parties” or individually as “Party.”

W I T N E S S E T H

WHEREAS, Seller and Purchaser entered into that certain Solar Power Purchase Agreement dated as of December 3, 2019 (“Agreement”) concerning the delivery and sale of electricity to be generated by the System at Fresno City Hall located at 2600 Fresno Street, Fresno CA 93721.

WHEREAS, Seller and Purchaser desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto each hereby agrees as follows:

AGREEMENT

SECTION 1.1 Capitalized Terms.

Capitalized terms used but not defined herein shall have the meanings established in the Agreement.

SECTION 1.2 Amendments.

- (a) Section 5 of Exhibit 1 is hereby amended to delete the text therein in its entirety and replace it with the following:

“Outside Installation Commencement Date: 3/1/21, which is the outside date by which the conditions (listed in Section 6.a of the General Terms and Conditions) to Seller installing the System and selling electricity to Purchaser must be satisfied.”

- (b) Section 6 of Exhibit 1 is hereby amended to delete the text therein in its entirety and replace it with the following:

“Anticipated Commercial Operation Date: 7/4/21.”

- (c) The paragraph entitled “Early Termination after the Outside Commercial Operation Date” of Section 6 of Exhibit 3 is hereby amended to replace “12/31/20” with “7/4/21”.
- (d) Section 26.c (Notices) of Exhibit 3 is hereby amended to change Seller’s notice address as follows:

Fresno Street Solar Project 2019, LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305
Attention: Erik Schiemann

and copy to:
Fresno Street Solar Project 2019, LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305
Attention: Jennifer Gerrard

SECTION 1.3 Binding Effect.

This First Amendment will become effective upon execution by both Parties and thereafter shall be binding upon and inure to the benefit of their respective successors and assigns.

SECTION 1.4 Miscellaneous.

(a) Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles that would cause the laws of another jurisdiction to apply.

(b) Headings. Headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) Counterparts. This First Amendment may be executed in any number of counterparts, which may be delivered in electronic format, each of which when so executed and delivered shall constitute an original document for purposes of this First Amendment and together shall be one and the same instrument.

(d) Effectiveness and Effect.

(i) The Parties agree that the Agreement, as amended hereby, is in full force and effect in accordance with its terms and is hereby ratified and confirmed,

and except as modified by this First Amendment all other terms and conditions of the Agreement remain unchanged.

(ii) Upon the due execution and delivery of this First Amendment by the Parties, on and after the date hereof, each reference in the Agreement and this First Amendment to “this Agreement”, “hereunder”, “herein” and words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has caused this First Amendment to Solar Power Purchase Agreement to be executed by its authorized representative as of the date first written above.

Fresno Street Solar Project 2019, LLC

By: 

Name: Erik Schiemann

Title: President

City of Fresno

By: _____

Name: _____

Title: _____