

**AMENDMENT NO. 2 TO  
ENERGY SERVICES AGREEMENT – SOLAR  
(FRESNO COUNTY -JUVENILE JUSTICE CAMPUS)**

This Amendment No. 2 to Energy Services Agreement – Solar (this “*Amendment*”) is entered into as of August 9<sup>th</sup>, 2022, and is by and between **FFP Fund III Lessee12, LLC** (as successor-in-interest to FFP BTM Solar, LLC), a Delaware limited liability company (“*ForeFront Power*”), and **the County of Fresno**, a political subdivision of the State of California (“*Purchaser*”). In this Amendment, ForeFront Power and Purchaser are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.” Terms not otherwise defined herein shall have the meanings set forth in the Original Agreement.

**RECITALS**

**WHEREAS**, the Parties entered into that certain Energy Services Agreement – Solar dated February 4, 2020, and as amended on July 13, 2021 (as amended, the “*Original Agreement*”); and

**WHEREAS**, pursuant to Section 2 “Initial Term” of the Special Conditions, the Parties agreed to an Initial Term.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual promises, representations, warranties, covenants, conditions herein contained, the Original Agreement is amended as follows.

1. Amendment. Section 2 of the Special Conditions (Initial Term) is hereby amended by deleting the phrase “Twenty (20) years from the Commercial Operation Date” and replacing it with “Twenty (20) years and Ninety (90) days from the Commercial Operation Date”.
2. Status of Original Agreement. All provisions of the Original Agreement that are not expressly amended by this Amendment shall continue in full force and effect.
3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
4. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.
5. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.
6. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives on the date hereof.

**FOREFRONT POWER:**

**COUNTY OF FRESNO**

**FFP Fund III Lessee12, LLC**

By: Michael Smith  
Name: Michael Smith  
Title: President

\_\_\_\_\_  
Brian Pacheco, Chairman of the  
Board of Supervisors of the County  
of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

**FOR ACCOUNTING USE ONLY:**

Fund: 1045  
Subclass: 10000  
Org: 8935  
Account: 7431

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