

**AMENDMENT NO. 1 TO
ENERGY SERVICES AGREEMENT – SOLAR
(FRESNO COUNTY -JUVENILE JUSTICE CAMPUS)**

This Amendment No. 1 to Energy Services Agreement – Solar (this “*First Amendment*”) is entered into as of July 13th, 2021, and is by and between **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 First 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 (the “*Original Agreement*”);

WHEREAS, pursuant to Section 5 “Milestone Dates” of the Special Conditions, the Parties agreed to a Construction Start Date; and

WHEREAS, ForeFront Power is unable to meet the Construction Start Date, and the Parties wish to amend the Original Agreement to reflect the changed Construction Start Date, and address the liquidated damages due to Purchaser as a result of the delayed Construction Start Date.

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

1. Section 5.1 of the Original Agreement is amended to read as follows:

“The Construction Start Date shall be July 31, 2021 with an additional 60-Day extension allowed at the reasonable discretion of Purchaser.”

2. Section 6 of the Original Agreement is hereby amended by adding the following language to the end of Section 6:

“Notwithstanding the foregoing, beginning on the date ForeFront Power receives permission to operate (“PTO”) from the Local Electric Utility, Purchaser shall be excused from making Energy Services Payments for the first ninety (90) days of Energy Services following PTO. If Forefront Power has not started construction by the Construction Start Date, as defined in the amended Section 5.1, this clause is of no force and effect, and the original liquidated damages terms contained in Section 2.1(c) of the General Terms and Conditions shall apply.”

3. Status of Original Agreement. All provisions of the Original Agreement that are not expressly amended by this First Amendment shall continue in full force and effect. Purchaser and ForeFront Power agree that this First Amendment is sufficient to amend the Original

Agreement, and that upon execution of this First Amendment, the Original Agreement, together with the First Amendment shall be considered “the Original Agreement, as amended.”

The Original Agreement, as amended, is ratified, and continued. All provisions, terms, covenants, conditions, and promises contained in the Original Agreement, as amended, and not amended herein shall remain in full force and effect.

4. Electronic Signatures. The parties agree that this First Amendment may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this First Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this First Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this First Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This First Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this First Amendment with an original handwritten signature.
5. 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.

[signatures follow]

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

FOREFRONT POWER:

FFP BTM Solar, LLC

By: 

Name: Michael Smith

Title: President

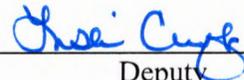
COUNTY OF FRESNO



Steve Brandau, 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

By: 
Deputy