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

This Amendment No. 1 to Energy Services Agreement – Energy Storage (this "***Amendment***") is entered into as of September 6th, 2022, and is by and between **FFP Fund VI SLB Holdings, LLC** (as successor-in-interest to FFP Fund III Lessee12, LLC and 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 – Energy Storage dated February 4, 2020, and as amended and restated on July 13, 2021 (as amended, the "***Original Agreement***");

WHEREAS, pursuant to Section 6 "Energy Services Payment" of the Special Conditions, the Parties agreed to an Energy Storage System Size and Energy Service Payment, which has been updated in order to maximize system efficiency pursuant to Schedule 1 "Description of the Premises, System and Subsidy";

WHEREAS, pursuant to Schedule 1 "Description of the Premises, System and Subsidy" of the Special Conditions, the Parties agreed to an Energy Storage System Size and Anticipated Subsidy or Rebate, which need to be updated to reflect final subsidy amounts;

WHEREAS, pursuant to Schedule 3 "Early Termination Fee" of the Special Conditions, the Parties agreed to an Early Termination Fee, which need to be updated based on the final storage system size;

WHEREAS, pursuant to Schedule 4.1(a) "Demand Charge Management Guarantee" of the Special Conditions and pursuant to Schedule 4.1(b) "Energy Arbitrage Guarantee" of the Special Conditions, the Parties agreed to a Demand Charge Management Guarantee and an Energy Arbitrage Guarantee respectively, which need to be updated to account for the final subsidy and system size;

WHEREAS, pursuant to Schedule 4.1(d) "Demand Reduction Guarantee Rate and Energy Arbitrage Guarantee Rate" of the Special Conditions, the Parties agreed to a Demand Reduction Guarantee Rate and Energy Arbitrage Guarantee Rate which need to be updated to account for the final subsidy and system size; and

WHEREAS, the Parties wish to make further amendments to the Original Agreement as set forth herein.

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.

(a) The table in Section 6 of the Special Conditions is hereby amended by deleting the table in its entirety and replacing it with the following table:

Energy Storage System Size (kW AC)	**Energy Services Payment ($/year/kW AC for each Term Year)**
2,000	$40.73

(b) Schedule 1 of the Special Conditions, Energy Storage System Size, is hereby amended by deleting the phrase "1,000 kW, 1914 kWh" and replacing it with "2,000 kW, 3,828 kWh".

(c) Schedule 1 of the Special Conditions, Anticipated Subsidy or Rebate, is hereby amended by deleting the phrase "$0.22 / Watt-hour SGIP Step 4" and replacing it with "$0.85 / Watt-hour SGIP Equity Budget".

(d) The table in Schedule 3 of the Special Conditions is hereby amended by deleting in its entirety and replacing it with the following table:

Early Termination Occurs in Year:	**Column 1a Early Termination Fee where Purchaser does not take Title to the System ($/Wac including costs of removal) *** **	**Column 1b Expected Termination Fee based on System Size** / *****
1*	$2.40	$4,800,000
2	$1.50	$3,000,000
3	$1.31	$2,620,000
4	$1.12	$2,240,000
5	$0.93	$1,860,000
6	$0.73	$1,460,000
7	$0.70	$1,400,000
8	$0.68	$1,360,000
9	$0.67	$1,340,000
10	$0.65	$1,300,000

Purchase Date Occurs on the 1st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2a Early Termination Fee where Purchaser takes Title to the System ($/Wac, does not include costs of removal) ***	Column 2b Expected Termination Fee based on System Size** / ***
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5th Anniversary	$0.23	$460,000
6th Anniversary	$0.20	$400,000
7th Anniversary	$0.18	$360,000
8th Anniversary	$0.17	$340,000
9th Anniversary	$0.15	$300,000
Thereafter	Fair Market Value	Fair Market Value

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).
*Includes Early Termination prior to the Commercial Operation Date.
**Based on System Size as of the Effective Date. System Size (and therefore Columns 1b and 2b will change upon System Size change).
*** The Early Termination Fee for Column 1 shall be calculated in accordance with and subject to Sections 2.1(b), 11.2(b), and 11.3 of the General Conditions, as applicable. The Early Termination Fee for Column 2 shall be calculated in accordance with and subject to Section 2.2 of the General Conditions.

(e) The tables in Schedule 4.1(a) of the Special Conditions are hereby amended by deleting the tables in their entirety and replacing with the following tables:

Term Year	Minimum Guaranteed Demand Reduction (kW AC) – GF E-20 Primary Option R	Term Year	Minimum Guaranteed Demand Reduction (kW AC)) – GF E-20 Primary Option R
1	2,817	6	2,817
2	2,817	7	2,817
3	2,817	8	2,817
4	2,817	9	2,817
5	2,817	10	2,817

Term Year	Minimum Guaranteed Demand Reduction (kW AC) – TOU 2.0 B-20 Primary Option R	Term Year	Minimum Guaranteed Demand Reduction (kW AC)) – TOU 2.0 B-20 Primary Option R
1	2,757	6	2,757
2	2,757	7	2,757
3	2,757	8	2,757
4	2,757	9	2,757
5	2,757	10	2,757

(f) The tables in Schedule 4.1(b) of the Special Conditions are hereby amended by deleting the tables in their entirety and replacing with the following tables:

Term Year	Minimum Energy Arbitrage (kWh) – GF E-20 Primary Option R	Term Year	Minimum Energy Arbitrage (kWh) – GF E-20 Primary Option R
1	445,245	6	445,245
2	445,245	7	445,245
3	445,245	8	445,245
4	445,245	9	445,245
5	445,245	10	445,245

Term Year	Minimum Energy Arbitrage (kWh) – TOU 2.0 B-20 Primary Option R	Term Year	Minimum Energy Arbitrage (kWh) – TOU 2.0 B-20 Primary Option R
1	675,341	6	675,341
2	675,341	7	675,341
3	675,341	8	675,341
4	675,341	9	675,341
5	675,341	10	675,341

(g) The tables in Schedule 4.1(d) of the Special Conditions are hereby amended by deleting the tables in their entirety and replacing with the following tables:

Term Year	Demand Reduction Guarantee Rate ($/kW AC) – GF E-20 Primary Option R	Term Year	Energy Arbitrage Guarantee Rate ($/kWh) – GF E-20 Primary Option R
1	$26.62	1	$0.01
2	$26.62	2	$0.01
3	$26.62	3	$0.01
4	$26.62	4	$0.01
5	$26.62	5	$0.01
6	$26.62	6	$0.01
7	$26.62	7	$0.01
8	$26.62	8	$0.01
9	$26.62	9	$0.01
10	$26.62	10	$0.01

Term Year	Demand Reduction Guarantee Rate ($/kW AC) – TOU 2.0 B-20 Primary Option R	Term Year	Energy Arbitrage Guarantee Rate ($/kWh) – TOU 2.0 B-20 Primary Option R
1	$21.72	1	$0.04
2	$21.72	2	$0.04
3	$21.72	3	$0.04
4	$21.72	4	$0.04
5	$21.72	5	$0.04
6	$21.72	6	$0.04
7	$21.72	7	$0.04
8	$21.72	8	$0.04
9	$21.72	9	$0.04
10	$21.72	10	$0.04

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:

FFP Fund VI SLB Holdings, LLC

By: _____
Name: Michael Smith
Title: President

COUNTY OF FRESNO

_____
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

By: _____
Deputy