

AGREEMENT NO.16-__
(Second Amendment to Agreement No.16-56)

THIS SECOND AMENDMENT TO AGREEMENT NO. 16-56 is made this 22nd day of November by and between the County of Yolo ("County") and NEO Yolo, LLC ("NEO") and MM Yolo Power LLC ("MM," together with NEO, "Sellers").

WHEREAS on April 26, 2016, the County Board of Supervisors authorized the Chair of the Board to sign an Agreement to purchase from Sellers the landfill gas production rights, landfill gas collection system, and gas to energy conversion system at the Yolo County Central Landfill, as well as the power transmission lines and interconnect system with PG&E, among other things ("Agreement"); and

WHEREAS the Purchase Price for the Agreement was determined in part on allocating the parties' respective share of maintenance expenses incurred prior to the contract date (referred to in the Agreement as "Major Maintenance Adjustment"); and

WHEREAS the Parties have recalculated their respective share of the cost of the Major Maintenance Adjustment and wish to amend the Agreement to reflect the correct amounts; and

WHEREAS on May 31, 2016, the County Board of Supervisors authorized the Chair of the Board to sign the First Amendment to Agreement 16-56 which amended Section of Agreement 16-56 to reflect the correct amounts; and

WHEREAS the Purchase and Sale includes the leases, contracts, permits entitlements and agreements listed Schedule 1.2 to be assigned to the County at the time of Closing (the assigned contracts); and

WHEREAS item i on Schedule 1.2, the Renewable Power Purchase agreement between Sacramento Municipal Utility District (SMUD) and MM includes a \$110,406.00 deposit that has not been included in the Agreement, and

WHEREAS the County and Sellers desire to amend the Agreement to include the deposit; and

WHEREAS, the County and Sellers also desire to amend the Agreement by extending the Outside Date as set forth in Section 13(f) of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County and Sellers agree to amend Section 2 of the Agreement to read as follows:

2. Purchase Price and Payment. In consideration of the sale, transfer and assignment of the Assets by Sellers, the Buyer shall pay the Sellers the sum of (i) Eight Hundred Forty-Six Thousand Dollars (\$846,000.00) (U.S.), (ii) the Major Maintenance Adjustment (the sum referred to as the "Purchase Price"). The Major Maintenance Adjustment is Four Hundred Twenty-Eight Thousand Seven Hundred Thirty Dollars (\$428,730), less the product of (A) Eight Hundred Sixty-Eight and 51/100 Dollars (\$868.51) and (B) the number of days elapsed between April 1, 2016 and the Closing Date, and (iii) the SMUD deposit of \$110,409.00.

The Purchase Price shall be paid to Sellers at Closing by or on behalf of Buyer in cash or certified funds paid directly to Sellers or by wire transfer to an account designated in writing by Sellers on or before the Closing Date.

1. County and Sellers agree to amend Section 13(f) by deleting "90" in the first line and replacing it with "136".
2. All other terms of the Agreement shall remain in place.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first appearing above.

NEO YOLO LLC,
a Delaware limited liability company

By: _____
Name:
Title:

MM YOLO POWER LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COUNTY OF YOLO,
a political subdivision of the State of California

By: _____
Name: Jim Provenza
Title: Chair Yolo County Board of Supervisors

Attest: Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____

Approved as to form
Philip Pogledich, County Counsel

By:  _____
Eric May, Senior Deputy County Counsel