

ENERGY SERVICES AGREEMENT – SOLAR

Compost Facility

This Energy Services Agreement (“Agreement”) is made and entered into as of this 13th day of September, 2022 (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between FFP BTM SOLAR, LLC, a Delaware limited liability company (“Provider”), and the COUNTY OF YOLO, a political subdivision of the State of California (“Purchaser” or “County;” and, together with Provider, each, a “Party” and together, the “Parties”).

RECITALS

- A. Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Provider is willing to have the Installation Work performed by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed;
- B. Provider is in the business of designing, constructing, owning, financing, and operating solar photovoltaic systems for the purpose of selling power generated by the systems to its purchasers;
- C. California Government Code sections 4217.10 et seq. authorizes a public entity to enter into energy service contracts, facility financing contracts, and related agreements to implement the State’s conservation and alternative energy supply source policy;
- D. Purchaser’s governing body has made those findings required by Government Code section 4217.12 that the anticipated cost to the Purchaser for Energy Services provided by the System under this Agreement is expected to be less than the anticipated marginal cost to the Purchaser of electrical energy that would have been consumed by Purchaser in the absence of its purchase of the Energy Services;
- E. The County’s Policy on Procurement further authorizes the County to piggyback or “ride” another governmental agency’s contract if the agency’s competitive solicitation process is at least as restrictive as the County’s process and the agreement is in the best interests of the County;
- F. The School Project for Utility Rate Reduction (SPURR), a joint powers authority, offers the Renewable Energy Aggregated Procurement (REAP) Program, an aggregated solar procurement program that leverages the collective purchasing power of SPURR’s large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other eligible entities;
- G. The County as an eligible entity, has the opportunity to piggyback on SPURR’s competitively-bid Request for Proposal (RFP) to procure solar energy, and the County has

worked with Provider, which was awarded the REAP Program's Master Contract, to propose power purchase rates consistent with the REAP Program's Master Contract;

- H. Provider and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between FFP BTM Solar, LLC and Purchaser dated as of September 13, 2022 ("General Terms and Conditions"), which are incorporated by reference as set forth herein; and
- I. The terms and conditions of this Energy Services Agreement, excluding the General Terms and Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Terms and Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. All Recitals and the following Exhibits are incorporated herein as if set forth in their entirety:

Exhibit A	General Terms and Conditions of the Energy Services Agreement, including Grant of License
Exhibit B	Certain Agreements for the Benefit of Financing Parties
Exhibit C	Requirements Applicable to the Installation Work
Exhibit D	Engineering and Construction Requirements
Exhibit E	Insurance Requirements
Exhibit F	Payment Bond
Exhibit G	Performance Bond

2. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Terms and Conditions), unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the "Initial Term"). After the Initial Term, this Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty-five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of this Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term".

3. Schedules. The following Schedules are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Subsidy
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Reserved [Site Specific Information?]
Schedule 7	Specific Items for Scope of Work
Schedule 8	Acknowledgment of Upgrades, Schedule or Scope Change
Schedule 9	Site Diagram

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which Provider or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

- 5.1 Within 550 days of the Effective Date, Provider shall submit all 90% designs to Purchaser for comment and review. Purchaser shall have 10 Business Days for review and comment. Provider shall submit construction drawings and documents required by the Governmental Authority having jurisdiction for the System's construction permitting within 550 days of the Effective Date.
- 5.2 Within five (5) Business Days of receiving approval from the Governmental Authority having jurisdiction of the System's construction permitting, Provider shall submit to the Purchaser the final construction documents based upon the approved submittals. Purchaser shall have five (5) Business Days to approve the final construction documents, which approval shall not be unreasonably withheld.
- 5.3 The Guaranteed Construction Start Date is 730 days from Effective Date.
- 5.4 The Guaranteed Commercial Operation Date is 270 days from Guaranteed Construction Start Date.

6. Purchase Requirement; Energy Services Payment. "Energy Services" means the supply of electrical energy output from the System and any associated reductions in Purchaser's peak demand from its Local Electric Utility. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

7. Net Energy Metering.

- 7.1 The Parties acknowledge that the pricing assumes Net Energy Metering (NEM) 2.0 for the Initial Term. If (i) Provider fails to submit interconnection applications by September 30, 2022, or (ii) prior to the Commercial Operation Date, Provider fails to keep such interconnection applications in good standing such that the System would not be eligible for NEM 2.0, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to no liability for the Early Termination Fee. The foregoing shall not apply to the extent Provider's failure is caused by an act or omission by Purchaser in connection with Provider's submittal of interconnection applications. Purchaser shall ensure any correspondence with the Local Electric Utility regarding the tariff and changes to the interconnection agreement are promptly shared with Provider.

Provided, however, that in the event of a change in Applicable Law that occurs after the Commercial Operation Date and results in a loss of NEM 2.0 grandfathering, Purchaser may terminate this Agreement as provided herein but shall be subject to the early termination provisions of Section 2.2 of the General Conditions.

8. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within sixty (60) days of each annual anniversary of the Commercial Operation Date, Provider will provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).
9. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} \times \text{WPR} - \text{AE}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kiloWatt-hour Rate in effect for the applicable Term Year(s), measured in \$/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

10. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Terms and Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each (“Allowed Disruption Time”) during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.
11. Distribution Upgrades, Scope and Schedule Changes.
 - 11.1 For any distribution upgrades required or changes to the scope of Installation Work made pursuant to Schedule 2 of the Special Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 8 detailing (i) the description of the distribution upgrades or change in scope of the Installation Work (ii) the amount of the adjustment in the kWh Rate and Early Termination Fee that corresponds to such costs, if any (iii) changes to the Estimated Annual Production in Schedule IV, if any, and (iv) any change to the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date resulting from such upgrades or scope changes;
 - 11.2 For any day for day extensions made pursuant to Section 2.2(b) of the General Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 8 detailing (i) the circumstances that warrant such day for day extension and (ii) the updated Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date;

- 11.3 For any extensions that are not made pursuant to Section 2.2(b) of the General Conditions, Provider may request extensions to the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date to the extent that Provider can demonstrate to Purchaser that Provider is seeking such extension for good cause. Purchaser in its sole discretion may approve such extension(s) by executing an acknowledgment in the form attached hereto as Schedule 8 on which Provider details (i) the circumstances for which Provider deems good cause for such extension(s), (ii) the actions that Provider is taking to complete the System on a schedule agreeable to the Purchaser and (iii) the updated Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date.

For the avoidance of doubt, Purchaser designates the Director of the Community Services Department or the Director's designee as authorized to execute the acknowledgment form attached hereto as Schedule 8 provided the terms of such acknowledgment comply with this Section 11.

12. Sunlight Access. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.
13. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

PROVIDER:
FFP BTM SOLAR, LLC

PURCHASER: COUNTY OF YOLO

By: _____

Name: Michael Smith

Title: President

Date: 9/22/2022

By: _____

Name: Ramin Yazdani

Title: Director-DIWM

Date: 09/26/2022

Approved as to Form:

Philip J. Pogledich, County Counsel

Kimberly Hood, Assistant County Counsel

SCHEDULES

I. Schedule 1 – Description of the Premises, System and Subsidy

<u>A. Premises</u>	Physical Address: 44692 Co Rd 28H, Woodland, CA 95776
Site diagram attached:	X Yes ☐ No
<u>B. Description of Solar System (“System”)</u>	Behind the meter, grid interconnected, canopy mounted solar.
Solar System Size:	1,785.24kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date.)
<u>C. Anticipated Subsidy or Rebate</u>	\$0

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to Provider a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under this Agreement shall be in accordance with the following schedule:

PPA Rate Table

Term Year	kWh Rate (\$/kWh)	Term Year	\$/kWh Rate (\$/kWh)
1	\$0.1537	11	\$0.1537
2	\$0.1537	12	\$0.1537
3	\$0.1537	13	\$0.1537
4	\$0.1537	14	\$0.1537
5	\$0.1537	15	\$0.1537

6	\$0.1537	16	\$0.1537
7	\$0.1537	17	\$0.1537
8	\$0.1537	18	\$0.1537
9	\$0.1537	19	\$0.1537
10	\$0.1537	20	\$0.1537

A. Cost Change Formulas

1. Distribution Upgrades. Within thirty (30) days of receipt of notice from the Local Electric Utility of distribution upgrade costs required by the Local Electric Utility, Purchaser will provide written notice (email is acceptable) to Provider of Purchaser's election of one of the following options:
 - a. Purchaser will bear all the distribution upgrade costs, and the kWh Rates stated in the PPA Rate Table will remain unchanged and there shall be no change in the Early Termination Fees amounts in Schedule 3. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.
 - b. For every \$0.01 per watt DC (Wdc) of such distribution upgrade costs, the kWh rate in the PPA Rate Table will increase \$0.00077 per kWh, subject to the maximum total kWh Rate increase set forth in Schedule II.B below ("Maximum Allowed Cost Change"). The adjustment to the Early Termination Fee (Wdc) rate in Table 3 shall not exceed \$5.28.
2. Scope Changes (ITC Eligible). If changes in project scope occur that are eligible for the Federal Investment Tax Credit (including but not limited to adverse geotechnical conditions or the inclusion of spare conduit) and the costs directly related such changes go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such costs to Purchaser. Within thirty (30) days after Purchaser receives such documentation, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:
 - a. Purchaser will bear all of the reasonably documented scope change costs, and the kWh rate as stated in Table 1 will remain unchanged and there shall be no change in the Early Termination Fees amounts in Schedule 3.
 - b. For every \$0.01 per watt DC (Wdc) of such costs, the kWh rate in Table 1 will increase \$0.00048 per kWh, subject to the maximum total kWh Rate increase set forth in Schedule II.B below ("Maximum Allowed Cost Change"). The adjustment to the Early Termination Fee (Wdc rate) in Table 3 shall not exceed \$5.28.
3. Scope Changes (Non-ITC Eligible). If changes in project scope occur that are not eligible for the Federal Investment Tax Credit (including but not limited to ADA compliance costs not related to System configuration or construction) and the costs directly related such changes go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and

materials costs relating to such costs to Purchaser. Within thirty (30) days after Purchaser receives such documentation, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- a. Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in the PPA Rate Table will remain unchanged and there shall be no change in the Early Termination Fees amounts in Schedule 3.
- b. For every \$0.01 per watt DC (Wdc) of such associated costs, the kWh rate in the PPA Rate Table will increase \$0.00064 per kWh, subject to the maximum total kWh Rate increase set forth in Schedule II.B below ("Maximum Allowed Cost Change"). The adjustment to the Early Termination Fee (Wdc rate) in Table 3 shall not exceed \$5.28.

B. Maximum Allowed Cost Change

If the aggregate of costs for any distribution upgrades or scope changes that Purchaser has elected to pay for via an increased kWh Rate exceed the maximum total kWh Rate increase of \$0.0123, Provider has the option to terminate this Agreement and to remove the System pursuant to Sections 2.4 and 2.5 of the General Conditions. If Provider does terminate due to the aggregate cost increase exceeding the maximum kWh increase, Purchaser will have no further liability to Provider and Purchaser will not be required to pay the Early Termination Fee or Pre-Installation Termination Fee. If Provider does not terminate the Agreement, Provider shall be responsible for all costs of the distribution upgrades or scope changes in excess of the maximum kWh Rate increase.

C. Forms

For any distribution upgrades required or changes to the scope of Installation Work made, the Parties shall execute an acknowledgment in the form attached hereto as Schedule 8.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1a Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Column 1b Expected Termination Fee based on System Size	Purchase Date Occurs on the 91 st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)	Column 2b Expected Termination Fee based on System Size
1*	\$4.57	\$8,150,098		--	
2	\$4.05	\$7,227,431		--	
3	\$3.73	\$6,656,290		--	
4	\$3.44	\$6,149,819		--	
5	\$3.18	\$5,672,589		--	
6	\$2.91	\$5,198,210	5 th Anniversary	\$2.41	\$4,305,590
7	\$2.87	\$5,115,504	6 th Anniversary	\$2.37	\$4,222,884
8	\$2.83	\$5,059,312	7 th Anniversary	\$2.33	\$4,166,692
9	\$2.80	\$5,000,612	8 th Anniversary	\$2.30	\$4,107,992
10	\$2.77	\$4,940,107	9 th Anniversary	\$2.27	\$4,047,487
11	\$2.73	\$4,877,658	10 th Anniversary	\$2.23	\$3,985,038
12	\$2.70	\$4,813,962	11 th Anniversary	\$2.20	\$3,921,342
13	\$2.66	\$4,747,230	12 th Anniversary	\$2.16	\$3,854,610
14	\$2.62	\$4,678,072	13 th Anniversary	\$2.12	\$3,785,452
15	\$2.58	\$4,606,300	14 th Anniversary	\$2.08	\$3,713,680
16	\$2.54	\$4,532,500	15 th Anniversary	\$2.04	\$3,639,880
17	\$2.50	\$4,454,943	16 th Anniversary	\$2.00	\$3,562,323
18	\$2.45	\$4,374,122	17 th Anniversary	\$1.95	\$3,481,502
19	\$2.40	\$4,289,786	18 th Anniversary	\$1.90	\$3,397,166
20	\$2.35	\$4,202,378	19 th Anniversary	\$1.85	\$3,309,758

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. See Section 2.2 of the General Conditions regarding the Pre-Installation Termination Payment, which may apply instead of the Early Termination Fee.

The Early Termination Fee and Pre-Installation Payments shall not apply if the Agreement is terminated by Provider pursuant to Section 2.5 of the General Conditions or as otherwise provided in the General and Special Conditions.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under this Agreement shall be as follows:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1	2,768,907	11	2,633,536
2	2,755,063	12	2,620,368
3	2,741,287	13	2,607,266
4	2,727,581	14	2,594,230
5	2,713,943	15	2,581,259
6	2,700,373	16	2,568,352
7	2,686,871	17	2,555,511
8	2,673,437	18	2,542,733
9	2,660,070	19	2,530,019
10	2,646,770	20	2,517,369

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1 and based on initial System designs. Provider may deliver to Purchaser an updated table on or about the Commercial Operation Date based on the actual System size and design.

V. Schedule 5 – Notice Information

Purchaser:

County of Yolo
Department of Community Services
Division of Integrated Waste
Management
Attn. Director- DIWM
44090 County Road 28H
Woodland, CA 95776

With a copy to

County of Yolo
Office of the County Counsel
Attn: Kimberly Hood
625 Court Street, Room 201
Woodland, CA 95695
Email:
kimberly.hood@yolocounty.org

Provider:

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 725
San Francisco, CA 94104

With a copy to

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Legal Department
100 Montgomery St., Suite 725
San Francisco, CA 94104
Email:
FPLegal@forefrontpower.com

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Reserved

VII. Schedule 7 – Specific Items for Scope of Work

1. Provider Responsibilities:

- 1.1. All System structures shall be permitted through the Governmental Authority having jurisdiction as carports or shade structures, as applicable. Provider shall obtain permits on behalf of the project(s), including building permits, grading permits, electrical permits, and any other permits that may be required.
- 1.2. Provider and Purchaser are operating under the assumption that the premises will be eligible for a CEQA Notice of Exemption (NOE), and that a special use, conditional use, or zoning permit will not be required. Provider assumes that Purchaser, as lead agency, will issue a Notice of Exemption for CEQA. Upon request, Provider shall provide such limited support as necessary to Purchaser to obtain the NOE, including, if necessary, biological study and associated consultant statement and summary citing exemptions applicable. Provider shall not be responsible for costs or delays associated with any unforeseen required CEQA studies, special use, conditional use, or zoning permits, or mitigations that may result from a CEQA submittal and public comment. Additionally, Provider shall not be responsible for costs or delays associated with CEQA-related mitigations resulting from construction activities, including but not limited to Archaeological, Cultural or Biological discoveries.
- 1.3. Solar arrays will be canopy height of 18' minimum clearance.
- 1.4. Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Provider will remove tree such that area is flush with grade. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to install the system and such approval shall not be unreasonably withheld. Purchaser shall be responsible for the costs associated with afforestation or reforestation for any trees removed. Purchaser can elect to address afforestation or reforestation itself, or require that Provider address it through the change order process described in Schedule 2. Irrigation re-routing shall not be the responsibility of the Provider.
- 1.5. Provider excludes all ADA related work. Should any excluded items for ADA-compliance be required, Provider will work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay the costs

associated with such upgrades, including potentially an increase in the kWh rate in Schedule 2.

- 1.6. Provider intends to interconnect the System to Purchaser-owned 480 V service conductors at a mutually agreeable location. Provider assumes that the existing conductors and service equipment are sufficiently capable of accepting the additional electrical load of the System. Provider shall not bear responsibility for any required upgrades to the pre-existing electrical system.
- 1.7. Provider shall submit the interconnection application to the Local Electric Utility by September 30, 2022. Provider shall be responsible for all fees associated with the interconnection application, except that Provider shall not be responsible for transmission and distribution upgrades determined necessary by the Local Electric Utility.
- 1.8. Provider assumes a balanced site. Any spoils that result from the installation of the System are assumed to be spread on site. Provider shall not be responsible for exporting soils. Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay any such additional costs including potentially an increase in the kWh rate by exercising the Scope Changes (Non-ITC Eligible) rates in Schedule 2
- 1.9. Provider assumes that existing grade is level and that no grading is required in support of System installation
- 1.10. Provider assumes that soil conditions are not such soils that are rocky, sandy, contaminated, ground water, caving, or otherwise have problematic construction limitations. Specifically, ForeFront Power assumes no required shoring or de-watering for trenches, and a maximum required pier depth of 10' and diameter of 30". If soil conditions prove to be more adverse than these assumptions, Provider shall not be responsible for such additional expenses. Provider shall work with Purchaser in good faith to determine a mutually acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.
- 1.11. Provider agrees to construct the System in no more than a single construction phase.
- 1.12. Provider assumes that there is a water source on site, and available for Provider's use.
- 1.13. Provider shall be responsible for all inspection and permitting costs associated with installation of the System.

2. Purchaser Responsibilities:

- 2.1. Purchaser shall coordinate with Provider to facilitate and deliver all necessary forms that may be required by inspectors or permitting agencies having

jurisdiction over the Project and to provide assistance in obtaining necessary permits and approvals as provided in Section 3.2 of the General Conditions.

- 2.2. Purchaser shall allow Provider reasonable access to the Premises to conduct inspections and testing Provider reasonably determines to be necessary for assessment of the Premises conditions noted above, including site conditions, scope of ADA upgrades, and soil testing.
- 2.3. Any irrigation re-routing shall be the responsibility of the Purchaser.

VIII. Schedule 8 –Acknowledgment of Upgrades, Schedule or Scope Change

Upgrades, Scope and/or Schedule Change Acknowledgment

This Acknowledgment is made in accordance with Section 10 of the Special Conditions, as defined in that Energy Service Agreement – [Solar], between [PURCHASER] (“Purchaser”) and FFP BTM Solar, LLC (“Provider”), dated [_____, 2022] (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of [INSERT DATE] (the “Acknowledgment Effective Date”).

1. Type of Change:

- ☐ Distribution Upgrades
- ☐ Scope Changes (ITC Eligible)
- ☐ Scope Changes (Non-ITC Eligible)
- ☐ Day for Day Extension
- ☐ Extension for Good Cause

2. Description of Change

[INSERT DESCRIPTION AND IF PROVIDER SEEKING EXTENSION FOR GOOD CAUSE, PROVIDER TO DETAIL CIRCUMSTANCES AND ACTIONS PROVIDER IS TAKING TO COMPLETE SYSTEM ON AGREED UPON SCHEDULE]

3. kWh Rate and Early Termination Fee [IF NO IMPACT TO RATE OR ETF THEN DELETE]

[INSERT UPDATED KWH RATE AND EARLY TERMINATION FEE TABLE]

4. Estimated Annual Production [IF NO IMPACT TO ESTIMATED ANNUAL PRODUCTION THEN DELETE]

[INSERT UPDATED SCHEDULE 4 ESTIMATED ANNUAL PRODUCTION TABLE]

5. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date [IF NO IMPACT TO CLIFF DATES THEN DELETE]

The Parties hereby agree that the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as defined in the Agreement are updated as follows:

Guaranteed Construction Start Date: [_____]

Guaranteed Commercial Operation Date: [_____]

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

[PURCHASER]

FFP BTM Solar, LLC

By: _____

By: _____

Name: _____
Title: _____

Name: _____
Title: _____

IX. Schedule 9 – Site Diagram

