

**FIRST AMENDMENT TO SOLAR POWER SUBSCRIPTION AGREEMENT
BETWEEN
OAK LEAF SOLAR 38 LLC
AND
CITY AND COUNTY OF DENVER**

This **FIRST AMENDMENT TO SOLAR POWER SUBSCRIPTION AGREEMENT** (“First Amendment”) is made between Oak Leaf Solar 38 LLC, a Delaware limited liability company (“Power Provider”) and the City and County of Denver, a municipal corporation of the State of Colorado (“City” or “the City”). Power Provider and the City are sometimes hereinafter referred to collectively as “Parties” or individually as “Party.”

W I T N E S S E T H

WHEREAS, Power Provider and the City entered into that certain Solar Power Subscription Agreement dated as of December 24, 2019 (the “Agreement”).

WHEREAS, Power Provider and the City desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto each hereby agrees as follows:

AGREEMENT

SECTION 1.1 Capitalized Terms.

Capitalized terms used but not defined herein shall have the meanings established in the Agreement.

SECTION 1.2 Amendments.

- (a) Section 3.C of the Agreement is hereby amended to delete the text therein in its entirety and replace it with the following:

“Power Provider shall (i) use commercially reasonable efforts to cause installation of the Solar Garden to be completed and to cause the Commercial Operation Date to be on or before March 31, 2021; or (ii) on such date, notify the City of the actual or estimated Commercial Operation Date. Successful completion of parts (i) – (iv) of Section 3.B shall be conditions precedent to Power Provider’s obligations to commission and operate the Solar Garden and otherwise perform its obligations under this Agreement. If the activities contemplated in parts (i) – (iv) of Section 3.B are not completed by March 31, 2021, either Party shall have the option, upon written notice to the other Party, to terminate the Agreement. Alternatively, in the event that such conditions precedent are not satisfied by such date, the Parties may

mutually agree to amend this Agreement to revise the Commercial Operation Date and the Term of this Agreement.”

- (b) Section 25 (Notices) of the Agreement is hereby amended to change Power Provider’s notice address as follows:

Oak Leaf Solar 38 LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305
Attention: Erik Schiemann

and copy to:
Oak Leaf Solar 38 LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305
Attention: Jennifer Gerrard

SECTION 1.3 Binding Effect.

This First Amendment will become effective upon execution by both Parties and thereafter shall be binding upon and inure to the benefit of their respective successors and assigns. This First Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

SECTION 1.4 Effectiveness and Effect.

- (a) The Parties agree that the Agreement, as amended hereby, is in full force and effect in accordance with its terms and is hereby ratified and confirmed, and except as modified by this First Amendment all other terms and conditions of the Agreement remain unchanged.
- (b) Upon the due execution and delivery of this First Amendment by the Parties, on and after the date hereof, each reference in the Agreement and this First Amendment to “this Agreement”, “hereunder”, “herein” and words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended hereby.

SECTION 1.5 Incorporation by Reference.

Sections 19 (Governing Law; Venue), 34 (Counterparts) and 38 (Electronic Signatures and Electronic Records) of the Agreement are hereby incorporated by reference as if fully set forth in this First Amendment *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: GENRL-202056793-01 [GENRL-201952117-01]
Contractor Name: OAK LEAF SOLAR 38 LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202056793-01 [GENRL-201952117-01]
OAK LEAF SOLAR 38 LLC

By:  B9566B2C1C694F2...

Name: Eric Pollock
(please print)
Title: vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)