

FIRST AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT

This First Amendatory Agreement (“First Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MMA CCC POWER, LLC**, a Delaware limited liability company doing business at 330 Congress Street, 6th Floor, Boston, MA 02210 (“Power Provider”), collectively, (the “Parties”).

WITNESSETH

WHEREAS, the Parties executed a certain Solar Power Purchase Agreement dated as of June 10, 2008 (the “Agreement”);

WHEREAS, pursuant to the Agreement, the Parties agreed that Power Provider would design and supply a grid-interconnected, ground mounted or roof-top solar electric PV system (the “System”);

WHEREAS, the City agreed to purchase from Power Provider the entire energy output of the System; and

WHEREAS, the Parties desire to amend the Agreement by means of this First Amendment to modify the notices provision and amend Exhibit C, the purchase price.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the agreements hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the City and Power Provider agree to the following amendments to the Agreement (all section references are to sections of the Agreement):

1. Exhibit C of the Agreement is hereby amended by deleting years 11 through 25 and replacing them with the table on Exhibit C-1 attached hereto.
2. Section 32 of the Agreement is amended by deleting Power Provider’s notice information and replacing it with the following:

Power Provider: MMA CCC Power, LLC
c/o Longroad Solar Portfolio Holdings, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Attn: Asset Management
Email: services@longroadenergy.com
Phone: (844) 524-4142
Fax: (857) 350-3182

With a copy to:

c/o Longroad Solar Portfolio Holdings, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Attn: General Counsel

Email: contracts@longroadenergy.com
Phone: (617) 377-4301
Fax: (857) 350-3182

3. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.

4. Except as modified by the provisions of this First Amendment, all other terms and conditions in the Agreement, remain in full force and effect.

5. In the event of any conflict, inconsistency, variance or contradiction between the provisions of this First Amendment and any provisions of the Agreement, the provisions of this First Amendment shall in all respects supersede, govern and control.

6. 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.

[Remainder of page intentionally left blank]

Contract Control Number: GENRL-201950761-00
Alfresco Contract Number: GENRL-CE8A041-03
Contractor Name: MMA CCC POWER, 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:
Alfresco Contract Number:
Contractor Name:

GENRL-201950761-00
GENRL-CE8A041-03
MMA CCC POWER, LLC

By: Michael U. Alvarez

Name: Michael U. Alvarez
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit C-1

Purchase Price

Year of Contract	Rate (\$/kWh)	Price Escalator	Annual Estimated Production	Annual Appropriation Amount
Pro-rated from January 1, 2019 through the Effective Date	\$0.1277	3.5%	379,050	\$48,396 (pro-rated)
Pro rated from the Effective Date through December 30, 2019)	0.0400	N/A	379,050	\$ 15,162.00 (pro-rated)
12	0.041400	3.5%	377,055	\$ 15,610.08
13	0.042849	3.5%	375,060	\$ 16,070.95
14	0.044349	3.5%	373,065	\$ 16,544.95
15	0.045901	3.5%	371,070	\$ 17,032.45
16	0.047507	3.5%	369,075	\$ 17,533.81
17	0.049170	3.5%	367,080	\$ 18,049.40
18	0.050891	3.5%	365,085	\$ 18,579.60
19	0.052672	3.5%	363,090	\$ 19,124.81
20	0.054516	3.5%	361,095	\$ 19,685.42
21	0.056424	3.5%	359,100	\$ 20,261.84
22	0.058399	3.5%	357,105	\$ 20,854.50
23	0.060443	3.5%	355,110	\$ 21,463.82
24	0.062558	3.5%	353,115	\$ 22,090.25
25	0.064748	3.5%	351,120	\$ 22,734.24