

**THIRD AMENDMENT TO  
CONTRA COSTA COUNTY  
POWER PURCHASE AGREEMENT  
[NON-NEW MARKETS TAX CREDIT PROJECT SITES]**

Effective \_\_\_\_\_, 2020 ("Effective Date"), CONTRA COSTA COUNTY, a political subdivision of the State of California ("Buyer"), and MFP CO II, LLC, a Colorado limited liability company ("Seller") enter into this Third Amendment ("Amendment") to the Contra Costa County Power Purchase Agreement [Non-New Markets Tax Credit Project Sites] Dated October 1, 2010, between the Buyer and the Seller, as previously amended by that certain "Amendment to Contra Costa County Power Purchase Agreement [Non-New Market Tax Credit Sites]", between the Buyer and the Seller, effective November 8, 2011, and as further amended by that "Second Amendment to Contra Costa County Power Purchase Agreement [Non-New Markets Tax Credit Project Sites]," effective July 11, 2012, and as subsequently assigned to the Seller by Main Street Power Company, Inc., as of \_\_\_\_\_ (said agreement, amendments, and assignment, together, constitute the "Agreement"). Buyer and Seller are sometimes referred to herein together as the "Parties," and each as a "Party."

WHEREAS, pursuant to Section 2.3 of the Agreement, the Buyer desires to purchase, and the Seller has agreed to sell, assign, transfer and convey to the Buyer, the assets listed on Attachment 1 to Exhibit A hereto (the "Purchased Assets"), free and clear of any Liens, for the amount of \$329,428.80 ("Purchase Price"), as calculated and shown in Attachment 2 to Exhibit A; and

WHEREAS, the Buyer has provided a 180-day written Notice of Termination for the Purchased Assets in accordance with Section 2.3(a) of the Agreement.

NOW, THEREFORE, for due and valid consideration, the receipt of which is hereby acknowledged, the Parties to the above-referenced Agreement hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings given such terms in the Agreement.

2. Purchase and Sale of the Purchased Assets. Seller has executed and delivered to the Buyer this Amendment and the Bill of Sale in the form attached hereto as Exhibit A ("Bill of Sale"). Within 7 (seven) business days after the Buyer's Board of Supervisors approves this Amendment, the Buyer will do the following: (a) execute and return to the Seller the fully-executed Amendment and the fully-executed Bill of Sale; and (b) cause the Purchase Price (\$329,428.80) to be paid to the Seller via wire transfer, through Seller's indicated banking institution, using the following Seller-provided wire transfer instructions: KeyBank NA, 11501 Outlook, Ste. 300, Overland Park, KS 66211, ACH ABA # 041001039, Account Name: MFP CO II, LLC, Revenue Account, Account No. 359681511605, Attn: Holly A. Warren, (913) 317-4277.

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The Purchase Price shall constitute the Termination Payment for the Purchased Assets. The Buyer's delivery of the fully-executed Amendment and Bill of Sale, and payment of the Purchase price in accordance with the wiring instructions in this section, shall effectuate Transfer Closing, pursuant to Section 2(d) of the Agreement. Effective upon the Buyer's delivery to the Seller of the fully-executed Amendment and Bill of Sale, and the payment to the Seller of the Purchase Price in accordance with the wiring instructions in this section, all of the Seller's right, title, and interest in the Purchased Assets shall vest in the Buyer in accordance with the terms of the Bill of Sale. The Buyer shall not be liable for any failure of the Seller to receive the Purchase Price, or for any delay in the Seller receiving the Purchase Price, as long as the Buyer has paid the Purchase Price to the Seller using the Seller's payment and wiring instructions listed above.

3. Amendment to the Agreement. Effective upon both (a) the Buyer's delivery to Seller of the fully-executed Amendment and Bill of Sale and (b) payment of the Purchase Price to Seller in accordance with Section 2, the Agreement shall be deemed amended as follows:

(A) Description of Generating Facilities. Exhibit 2 to the Agreement ("Description of Generating Facilities" is hereby amended to delete the roof-top based Generating Facility at Oak Park Blvd Library. All other Generating Facilities described in Exhibit 2 to the Agreement remain unchanged.

(B) Project Site Descriptions. Exhibit 3 to the Agreement ("Project Site Descriptions") is amended to delete the Oak Park Blvd. Library site description. All other Project Site Descriptions in Exhibit 3 to the Agreement remain unchanged.

(C) Expected Contract Quantity Form. Exhibit 6 to the Agreement ("Expected Contract Quantity Form") is amended to delete the line for the system named "1756 Oak Park Blvd." All other systems listed in the "Expected Contract Quantity Form" remain unchanged.

4. No Default. The Parties acknowledge and agree that neither Party is currently in default of the Agreement.

5. Amendment Execution and Delivery. This Amendment and the Bill of Sale may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute the same instrument. Notwithstanding anything to the contrary in Section 12.1 of the Agreement ("NOTICES"), for purposes of this Amendment and the Bill of Sale only, executed counterpart of this Amendment and the Bill of Sale, delivered by fax or electronic mail to the Party's designated recipient at the fax number or email address identified below, shall be deemed an original and shall be as effective for all purposes as delivery of a manually-executed counterparts of the Amendment and Bill of Sale. Said executed Amendment and Bill of Sale delivered by fax or email shall be deemed given upon receipt by the receiving Party. The Parties' designated recipients for this Amendment and the Bill of Sale only are:

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To Buyer: Contra Costa County

Attention: Real Estate Division/Angela Bell  
Email Address: angela.bell@pw.cccounty.us  
Fax Number: (925) 646-0288

To Seller:

Attention:  
Email Address:  
Fax Number:

Except as expressly specified in this Section 5, Section 12.1 of the Agreement shall govern all notices given by the Parties.

6. Other Terms. Except to the extent that this Amendment modifies the terms and conditions of the Agreement, all remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

AGREED:

MFP CO II, LLC, a Colorado  
Limited liability Company  
Assigned by MAIN STREET  
POWER COMPANY, INC.

CONTRA COSTA COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Brian M. Balbas

Title: \_\_\_\_\_

Title: Public Works Director

Exhibits

Exhibit A Bill of Sale  
Attachment 1 – Purchased Assets

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