

AMENDMENT NO. 1 TO COMMUNITY SOLAR SERVICES AGREEMENT

This AMENDMENT NO. 1, dated as of [], to the Community Solar Services Agreement (this “First Amendment”), is made by and between TCA Microgrid Energy LLC (“**Operator(s)**”), and Town of Frisco, (“**Customer**”). Operator and Customer are also referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. **WHEREAS**, Operator and Customer previously entered into that certain Community Solar Services Agreement (the “Agreement”), dated January 14th, 2021 whereby the Operators will construct, own, operate, and maintain the Project as described on the cover page of the Agreement;

B. **WHEREAS**, Customer is eligible to participate in the Project and agreed to subscribe to a share of the solar energy produced from the Project;

C. **WHEREAS**, pursuant to the Subscription Terms, the agreed upon Production Capacity was 611 kW (DC);

D. **WHEREAS**, Pivot Solar 12 LLC, being an assignee Operator, now intends to assume 261.2 kW (DC) of the overall 611 kW (DC) exclusively;

E. **WHEREAS**, Pivot Solar 15 LLC, being an assignee Operator, now intends to assume 200 kW (DC) of the overall 611 kW (DC) exclusively;

F. **WHEREAS**, Pivot Solar 10 LLC, being an assignee Operator, now intends to assume 149.8 kW (DC) of the overall 611 kW (DC) exclusively;

G. **WHEREAS**, pursuant to Section 31.A Entire Agreement; Amendment; Waiver, the Parties now desire to amend the Agreement and assign 261.2 kW (DC) of the overall 611 kW (DC) exclusively to Pivot Solar 12 LLC and 200 kW (DC) of the overall 611 kW (DC) exclusively to Pivot Solar 15 LLC and 149.8 kW (DC) of the overall 611 kW (DC) exclusively to Pivot Solar 10 LLC in the manner and on the terms herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. Subscription Terms: The Production Capacity listed within the Agreement shall be amended from 611 kW (DC) to 0 kW (DC).
- II. Pivot Solar 12 LLC shall now own 261.2 kW (DC) of the overall 611 kW (DC).

- III. Pivot Solar 15 LLC shall now own 200 kW (DC) of the overall 611 kW (DC).
- IV. Pivot Solar 10 LLC shall now own 149.8 kW (DC) of the overall 611 kW (DC).

OTHER TERMS

- V. Governing Law: This First Amendment, and any instrument or agreement required hereunder (to the extent not otherwise expressly provided for therein), shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law provisions thereof.
- VI. Counterparts: This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this First Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this First Amendment.
- VII. Section Headings: The various headings of this First Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this First Amendment or the Agreement.
- VIII. Continuing Effectiveness: After giving effect to this First Amendment, the Agreement shall remain in full force and effect and is hereby ratified, approved and confirmed in each and every respect. The amendments set forth herein are limited as written, and except as specifically provided in this First Amendment, no amendments, revisions or changes to, or other waivers of the terms of the Agreement are made or permitted hereby.
- IX. Definitions. All capitalized terms contained in this First Amendment that are not otherwise defined herein shall have the definitions provided for such terms in the Agreement.

SIGNATURES

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by each Party on the date first above written. by signing below, the Parties acknowledge and have accepted the terms herein.

OPERATOR

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____