

**AMENDMENT NO. 1 to the
O&M SERVICES AGREEMENT**

This Amendment No. 1 to the O&M Services Agreement (this "Amendment") is made and entered into this 9th day of August, 2018 (the "Effective Date"), by and between the CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), a Florida municipal corporation with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601, and NAES CORPORATION, a Washington corporation ("NAES"), with offices located at 1180 NW Maple Street, Suite 200, Issaquah, WA 98027. Except as otherwise expressly defined herein, capitalized terms used in this Amendment shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, GRU and NAES entered into that certain O&M Services Agreement for the Deerhaven Renewable Facility, effective as of November 7, 2017 (the "Agreement");

WHEREAS, the Agreement is scheduled to expire by its terms on November 7, 2018;

WHEREAS, Owner and Operator desire to extend the term of the Agreement and to amend certain terms thereof as set forth in this Amendment;

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and promises set forth below, the parties hereby agree as follows:

1. Effective Date. This Amendment shall be effective on November 8, 2018, and, thereafter, references in the Agreement to "Effective Date" shall mean the same.

2. Amendments. The Agreement shall be amended as follows:

(a) The definition of "Administrative Fee" in Article 2 shall be deleted in its entirety.

(b) Section 7.1 shall be deleted in its entirety and replaced with the following:

"7.1 General. GRU shall pay NAES, or fund, as applicable, in the manner and at the times specified in this Article VII, all Site Costs, Home Office Costs, Labor Costs and the Fee."

(c) Section 7.6 shall be deleted in its entirety and replaced with the following:

"7.6 Not Used."

(d) Section 7.9 shall be deleted in its entirety and replaced with the following:

"7.9 Invoicing. On or before the 10th Day of each month, NAES shall submit an invoice to GRU for the following: (i) the Fee for the next following month; and (ii) the Home Office Costs incurred by NAES in the preceding month. The invoice shall be accompanied by supporting documentation. GRU shall pay the invoice not later than the last calendar day of the same month that NAES submitted the invoice to GRU. Labor Costs shall be invoiced to GRU

within the following week of a payroll run and shall be paid no less than 30 days of receipt of the relevant invoice.”

(e) Section 8.1 shall be deleted in its entirety and replaced with the following:

“8.1 Term. The Term of this Agreement is from and including the Effective Date to the one (1) year anniversary of the Effective Date. The Term shall extend for one (1) additional year, with an option to extend for two (2) additional 1-year terms exercisable by GRU upon written notice delivered to NAES at least six (6) months prior to the end of the Term or the end of any extension period. During the Term, GRU may terminate this Agreement for its convenience upon sixty (60) days’ written notice to NAES. This Agreement is subject to earlier termination pursuant to Sections 8.2 and 8.3.”

(f) Section 8.4 shall be deleted in its entirety and replaced with the following:

“8.4 Termination Payment. As soon as practicable after all cost information is gathered following termination of this Agreement, NAES shall invoice Owner for Services rendered by NAES through the termination date, including all Home Office Costs, Labor Costs and the Fee, and (ii) an amount equal to its reasonable demobilization costs (collectively, the “Termination Payment”). Owner shall pay the invoice for the Termination Payment no later than the Due Date.”

2. No Further Amendment. Except as otherwise expressly provided in this Amendment, all other provisions of the Agreement shall remain in full force and effect. If there is any conflict between those provisions and this Amendment, the provisions of the Agreement shall be read so as to give effect to the intent of the parties as manifested in this Amendment.

3. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

4. Entire Agreement. This Amendment sets forth the entire agreement and understanding between the parties with respect to the subject matter contained herein. Any revision, modification or other amendment to any of the provisions of this Amendment must be in a writing signed by both parties.

[Remainder of the page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized officers as of the date set forth in the preamble to this Amendment.

GAINESVILLE REGIONAL UTILITIES

NAES CORPORATION

By: _____

Name:

Title:

By:  _____

Name: DANIEL R. CONSIDE

Title: SR. VP, POWER SERVICES