

**FIRST AMENDMENT
TO
RENEWABLE ENERGY POWER PURCHASE AGREEMENT**

This First Amendment to the Renewable Energy Power Purchase Agreement (“**Amendment**”) is entered into as of February __, 2022 (the “**Amendment Effective Date**”), by and between Gainesville Regional Utilities, an enterprise fund of the City of Gainesville, Florida, organized and existing under the laws of the State of Florida (“**Buyer**”), and FL Solar 6, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Seller**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Renewable Energy Power Purchase Agreement dated as of July 21, 2020 (the “**PPA**”);

WHEREAS, the Parties have agreed to revise certain provisions of the PPA; and

WHEREAS, in connection with such revision to the PPA, the Parties desire to amend the PPA as set forth herein by executing and delivering this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms and Phrases.** The capitalized terms and phrases used in this Amendment but not defined herein shall have the meaning stated in the PPA.
2. **Amendments to PPA.** Commencing on the Amendment Effective Date, the PPA shall be amended as follows:
 - a. Deadlines. All Milestone Deadlines in the PPA are hereby extended to the date that is eighteen (18) months after the date specified in the PPA. The calendar dates in (i) the definition of “Scheduled Commercial Operation Date,” (ii) in Section 3.1.(b), and (iii) in Section 4.5 are all extended to a date that is eighteen (18) months after such specified calendar dates.
 - b. Buyer Delay. The calendar date in Section 4.1.(g) is changed to December 31, 2024.
3. **General.**
 - a. **Representations Regarding this Amendment.** By its execution of this Amendment, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease,

instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.

- b. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect.
- c. **Governing Law; Disputes.** This Amendment shall be governed by Section 15.6 (Governing Law) of the PPA. The Parties agree to comply with Article 14 (Dispute Resolution) of the PPA with respect to any dispute relating to this Amendment.
- d. **Conforming References.** Upon the Amendment Effective Date, each reference in the PPA to “this Agreement,” “hereunder,” “hereto,” “herein,” or words of like import, shall mean and be a reference to the PPA as amended by this Amendment.
- e. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment.

[Signatures Follow]

SELLER:

FL SOLAR 6, LLC

By: _____
Name: Samir Verstyn
Title: Secretary

BUYER:

**GAINESVILLE REGIONAL UTILITIES,
AN ENTERPRISE OF THE CITY OF GAINESVILLE, FLORIDA**

By: _____
Name: Anthony L. Cunningham
Title: Interim General Manager

Approved as to form and legality.

Lisa C. Bennett
Senior Assistant City Attorney_____