

AMENDMENT AGREEMENT
(City of Long Beach – Solar Energy Power Purchase Agreement)
34852

THIS AMENDMENT AGREEMENT (this “Amendment”), dated as of 9/20/19, 2019 (the “Effective Date”), is entered into by and between PFMG Solar Long Beach, LLC, a Delaware limited liability company (“Provider”) and the City of Long Beach, a California municipal corporation (“Host” or “City”) (each, a “Party,” and collectively, the “Parties”).

WHEREAS, Provider and Host are parties to that certain Solar Energy Power Purchase Agreement (City Contract No. 34852) dated as of May 23, 2017 (the “PPA”) relating to solar photovoltaic power plants totaling approximately 3.9 MW DC on parking canopies and a roof mount at approximately ten (10) sites located in Long Beach, California (the “Sites”) (unless otherwise defined herein, capitalized terms shall have the meaning given to them in the PPA); and

WHEREAS, the Provider and Host desire and agree to make certain modifications to the PPA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. Modification of PPA. The PPA is amended as follows:
 - a. Additional Extension Term. In Section 2.1(b), the maximum number of Additional Extension Terms, of five (5) years each, is hereby changed from three (3) to one (1).
 - b. Dates Relating to Commercial Operation. In Section 2.3, the Target Date for the Commercial Operation Date of the last System is hereby changed from December 31, 2019 to June 30, 2021, and the CP Cutoff Date is hereby changed from December 31, 2018 to June 30, 2020. Dates were revised to reflect additional engineering and development time required to accommodate increased solar system size, due diligence, the needs of all project stakeholders and the removal of the ECOC site.
 - c. In Section 5.5, Host Cooperation and Responsibilities, the following conditions are added:
 1. With respect to all Sites, Host grants Provider permission to shut off power (only to the portion of the facility necessary to accommodate interconnection) for a maximum duration of eight (8) hours at two (2) different instances. One (1) instance shall be for interconnection inspection and the second instance shall be for interconnection of the System. With respect to the Airport Garage (Lot A and B), Main Health Department Building, and East Division Police Substation, Host shall

allow Provider to use facility back-up generators (if equipped) to provide power to the facility during the outage.

c. Events of Default. In Section 9.1, subsection (a) is hereby revised to add the following underlined language and delete the following stricken language, as follows: “(a) the failure to make, when due, any payment or to perform any other obligation required under this Agreement if such failure is not remedied within thirty (30) calendar days after written notice ~~for all other payments;~~”

d. Invoicing and Payment. Section 10.1 is hereby deleted and replaced with the following: “Commencing on the first month after the Commercial Operation Date of the first System of the Project Portfolio, Provider shall submit an invoice for payment for Energy Output to Host on the first day of each month during the Term. All invoices under this Agreement will be due and payable not later than sixty (60) calendar days after receipt of the applicable invoice (or on the next Business Day). Host shall make payment to any account designated in writing by Provider. Any properly invoiced amounts not so paid will accrue interest at a monthly rate of one percent (1%).”

e. Public Records Act Compliance. In Section 14.1, add the following sentence at the end of the section: “Notwithstanding the foregoing, the Parties acknowledge that the California Public Records Act, Cal. Govt. Code Sections 6250 et seq. (“Act”) applies to this Agreement, and the Host and Provider will fully comply with the Act and not disclose those portions of this Agreement that are exempt pursuant to the Act’s provisions regarding trade secrets or privileged or confidential commercial or financial information.”

f. Notices: In Section 16.1, the Parties’ notice information is hereby changed to the following:

Host:

City of Long Beach
Attn.: Patrick H. West, City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

Provider:

PFMG Solar Long Beach, LLC
7777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Attn.: Senior Vice President, Solar

With a copy to:

PFMG Solar Long Beach, LLC
1310 Point Street, 13th Floor

Baltimore, MD 21231
Attn.: Assistant General Counsel, Solar”

g. Host Legal Fees. Pursuant to Section 18.14, the Parties acknowledge and agree that Provider is not obligated to provide any further reimbursement of Host’s legal fees in connection with the Agreement.

h. Exhibits. Exhibit A “Description of Property”, Exhibit B “Description of the Systems”, Exhibit D “Estimated Annual Production, and Exhibit F “Termination Values” are hereby changed to the attached exhibits.

2. Benefits. This Amendment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing express or implied in this Amendment is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Amendment.

3. Captions. The captions of this Amendment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Amendment.

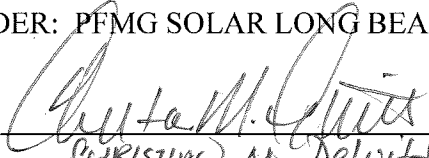
4. Counterparts. This Amendment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. Governing Law. This Amendment shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the State of California applicable to agreements executed, delivered and performed within said state.

[Signatures on following page]


IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment under proper authority as of the Effective Date set forth above.

PROVIDER: PFMG SOLAR LONG BEACH, LLC

By: 
Name: CHRISTOPHER M. DELWIT
Title: VICE PRESIDENT

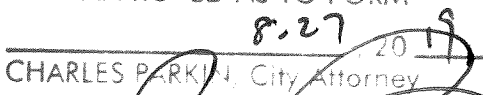
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HOST: CITY OF LONG BEACH

By:  9/20/19
Name: Patrick H. West
Title: City Manager

Tom Modica
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
8.27.2019

CHARLES PARKIN, City Attorney

By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

**EXHIBIT A
DESCRIPTION OF PROPERTY**

PROPERTY NAME	LOCATION ADDRESS
Airport Garage (Lot A and B)	Lot A: 4100 E Donald Douglas Dr, Long Beach, CA 90808 Lot B: 4300 Donald Douglas Dr, Long Beach, CA 90808
Aquarium Parking Structure	200 Shoreline Dr S, Long Beach, CA 90802
City Place Lot A	50 E 6th St Lot A, Long Beach, CA 90802
City Place Lot B	50 E 5th St Lot B, Long Beach, CA 90802
City Place Lot C	51 E 3rd St Lot C, Long Beach, CA 90802
East Division Police Substation	3800 E Willow St, Long Beach, CA 90806
Main Health Department Building	2525 Grand Ave, Long Beach, CA 90815
Long Beach Gas and Oil Headquarters	2400 E Spring St, Long Beach, CA 90806
Pike Parking Structure	65 Cedar Ave, Long Beach, CA 90802
Public Works Yard	2600 Temple Ave, Long Beach, CA 90806

EXHIBIT B
DESCRIPTION OF THE SYSTEMS

PROPERTY NAME	MOUNTING TYPE	APPROXIMATE SYSTEM SIZE (KW-DC)
Airport Garage (Lot A and B)	Parking Canopy	2,375.6
Aquarium Parking Structure ¹	Parking Canopy	1,062.4
City Place Lot A	Parking Canopy	146.4
City Place Lot B	Parking Canopy	177.6
City Place Lot C	Parking Canopy	91.2
East Division Police Substation	Parking Canopy	158.4
Main Health Department Building	Parking Canopy	460.8
Long Beach Gas and Oil Headquarters	Parking Canopy	550.8
Pike Parking Structure	Parking Canopy	421.8
Public Works Yard	Parking Canopy	633.6
	Total	6,069.60

1. Approximate System Size at Aquarium Parking Structure contingent upon Host taking timely ownership of on-site utility meter V349N-001830.
2. ECOC site was removed from the list of sites due to technical concerns and diligence.

EXHIBIT B (continued)

City of Long Beach Design Ledger	
All Sites	<ol style="list-style-type: none"> 1. Location of the future solar arrays should match the general layouts previously approved by the host. 2. All carports shall be MbarC 4STEL design or MBL design, (or equivalent), with rectangular tube steel and welded connections or equivalent. 3. LED lighting will only be provided under canopies where existing lighting is removed or where installation of arrays negatively impacts code-required lighting levels. LED lighting furnished by Provider shall be connected using only functional existing circuits. 4. Foundations that support previous existing lighting will be removed to 12 inches below grade. Any light poles and fixtures removed will be returned to a single Host location. 5. Concrete foundations will not be provided around the base of array columns. 6. 10' Minimum clear height on all arrays located away from parking structures. Provider shall make all efforts to maintain 10 ft. clearance, where grading will not be required to maintain 10' clearance. 7. 8' Minimum clear height on all arrays atop parking structures. 8. Only trees identified on approved site plans shall be removed by Provider. Removal of any additional trees must be approved by Host. 9. Notice is to be given to the Host before removal of trees, so that they can manage community reaction. 10. ADA parking stalls will be modified as required by applicable code. 11. Underground boring will be used wherever practical to minimize surface disruption. 12. Paving striping and patch back shall be limited to areas under new arrays where changes or construction damage has occurred. Asphalt/Concrete patching shall be required for all required trenching, bore pots and potholing. 13. Any required concrete saw cutting shall have no overcuts. 14. Existing irrigation required for removal or relocation shall be previously tested by Host to insure functionality. If possible, Host shall provide as-built irrigation plans and/or assist Provider in locating of existing valves, time clocks, stations and main lines. Provider shall repair, reconnect, and/or modify existing lines as needed to accommodate new column locations. 15. Any and all required plant removal in existing planter areas shall be replaced with drought resistant plants from a list provided by Provider. Areas where irrigation is not present shall be excluded from any plant replacement. 16. Provider and Host prior to commencement of construction will walk each site to review, confirm and document the scope of landscape restoration for each site. 17. Power and signal conductors, and associated conduit for existing security cameras needing to be relocated shall be extended by the Provider where new arrays negatively impact view. Provider will relocate existing security cameras and/or include the addition of new security cameras at those impacted sites as may be reasonably requested by the Host.
AIRPORT GARAGE (LOT A and B)	<ol style="list-style-type: none"> 1. Carports shall be rectangular tube steel-welded connections and may have bolted connections (as required) at column attachment to the structure. 2. Delivery and construction of this site is contingent upon receiving FAA approval. 3. Exit signage shall be relocated from existing light poles to Array columns at all Arrays.

	<ol style="list-style-type: none"> 4. Delivery and construction of this site is contingent upon obtaining permission to install underground electrical conduits across the public roads named "Donald Douglas Drive" and "Barbara London Drive."
AQUARIUM PARKING STRUCTURE	<ol style="list-style-type: none"> 1. Carports shall be rectangular tube steel-welded connections and may have bolted connections (as required) at column attachment to the structure. 2. 13'-6" Minimum clear height at Array H. 3. Delivery and construction of this site is contingent upon obtaining permission to install underground electrical conduits across the public road (adjacent to the Aquarium Parking Structure) named "Goldenshore".
CITY PLACE LOT A	<ol style="list-style-type: none"> 1. Arrays may be excluded from the rectangular tube steel and fully welded requirements.
CITY PLACE LOT B	<ol style="list-style-type: none"> 1. Arrays may be excluded from the rectangular tube steel and fully welded requirements.
CITY PLACE LOT C	<ol style="list-style-type: none"> 1. Arrays may be excluded from the rectangular tube steel and fully welded requirements.
EAST DIVISION POLICE SUBSTATION	<ol style="list-style-type: none"> 1. Inner parking lot island to remain at Array A.
MAIN HEALTH DEPARTMENT BUILDING	<ol style="list-style-type: none"> 1. Parking lot to be restriped by Provider at Arrays D, E and Array F.
LONG BEACH GAS and OIL HEADQUARTERS	<ol style="list-style-type: none"> 1. 14' Minimum clear height at Arrays C and D. 2. Inner parking lot island to remain at Array B. 3. Arrays may be excluded from the rectangular tube steel and fully welded requirements.
PIKE PARKING STRUCTURE	<ol style="list-style-type: none"> 1. Solar to be attached to existing steel structures.
PUBLIC WORKS YARD	<ol style="list-style-type: none"> 1. 15' Minimum clear height at Arrays A and B. 2. Arrays may be excluded from the rectangular tube steel and fully welded requirements. 3. Provider shall construct array as to maintain Host striping plan.

EXHIBIT C
ENERGY PAYMENT RATE

The Energy Payment Rate table is hereby updated as follows:

1. The column titled "Airport Garage (Lot B)" is hereby renamed to "Airport Garage (Lot A and B).
2. The column titled "Emergency Communications & Operation Center" is hereby deleted.

EXHIBIT D
ESTIMATED ANNUAL PRODUCTION

The Annual Degradation Factor that has been factored into these numbers is 0.7% per Contract Year. Note, estimated annual production at the Aquarium Parking Structure is contingent upon Host taking timely ownership of on-site utility meter V349N-001830.

Year	Airport Garage (Lot A and B)	Aquarium Parking Structure	City Place Lot A	City Place Lot B	City Place Lot C
1	3,688,513	1,618,808	230,574	279,800	143,601
2	3,662,693	1,607,477	228,960	277,842	142,596
3	3,637,054	1,596,224	227,357	275,897	141,598
4	3,611,595	1,585,051	225,765	273,966	140,607
5	3,586,314	1,573,955	224,185	272,048	139,623
6	3,561,210	1,562,938	222,616	270,144	138,645
7	3,536,281	1,551,997	221,057	268,253	137,675
8	3,511,527	1,541,133	219,510	266,375	136,711
9	3,486,946	1,530,345	217,973	264,510	135,754
10	3,462,538	1,519,633	216,448	262,659	134,804
11	3,438,300	1,508,995	214,932	260,820	133,860
12	3,414,232	1,498,432	213,428	258,994	132,923
13	3,390,332	1,487,943	211,934	257,181	131,993
14	3,366,600	1,477,528	210,450	255,381	131,069
15	3,343,034	1,467,185	208,977	253,593	130,151
16	3,319,633	1,456,915	207,514	251,818	129,240
17	3,296,395	1,446,716	206,062	250,055	128,335
18	3,273,320	1,436,589	204,619	248,305	127,437
19	3,250,407	1,426,533	203,187	246,567	126,545
20	3,227,654	1,416,547	201,765	244,841	125,659
21	3,205,061	1,406,632	200,352	243,127	124,780
22	3,182,625	1,396,785	198,950	241,425	123,906
23	3,160,347	1,387,008	197,557	239,735	123,039
24	3,138,224	1,377,299	196,174	238,057	122,178
25	3,116,257	1,367,658	194,801	236,391	121,322

EXHIBIT D (continued)

Year	East Division Police Substation	Main Health Building	LB Gas & Oil Headquarters	Pike Parking Structure	Public Works Yard
1	245,996	705,091	831,567	649,490	983,734
2	244,274	700,155	825,746	644,943	976,847
3	242,564	695,254	819,966	640,429	970,010
4	240,866	690,387	814,226	635,946	963,220
5	239,180	685,555	808,527	631,494	956,477
6	237,506	680,756	802,867	627,074	949,782
7	235,844	675,990	797,247	622,684	943,133
8	234,193	671,259	791,666	618,325	936,531
9	232,553	666,560	786,125	613,997	929,976
10	230,925	661,894	780,622	609,699	923,466
11	229,309	657,261	775,157	605,431	917,001
12	227,704	652,660	769,731	601,193	910,582
13	226,110	648,091	764,343	596,985	904,208
14	224,527	643,554	758,993	592,806	897,879
15	222,955	639,050	753,680	588,656	891,594
16	221,395	634,576	748,404	584,536	885,353
17	219,845	630,134	743,165	580,444	879,155
18	218,306	625,723	737,963	576,381	873,001
19	216,778	621,343	732,797	572,346	866,890
20	215,260	616,994	727,668	568,340	860,822
21	213,754	612,675	722,574	564,361	854,796
22	212,257	608,386	717,516	560,411	848,812
23	210,772	604,127	712,493	556,488	842,871
24	209,296	599,899	707,506	552,592	836,971
25	207,831	595,699	702,553	548,724	831,112

EXHIBIT F
TERMINATION VALUES

The Termination Values for each of the Systems is set forth in the tables below; provided that such Termination Values shall be revised upon completion of the applicable System to reflect the actual sizing of such System.

Termination Value		
Year	City Lot C	All Other Sites
1	\$ 1,363,732	\$ 25,778,304
2	\$ 1,228,495	\$ 23,278,632
3	\$ 1,085,643	\$ 20,638,222
4	\$ 934,881	\$ 17,856,497
5	\$ 775,903	\$ 17,744,552
6	\$ 768,791	\$ 17,585,573
7	\$ 760,838	\$ 17,375,345
8	\$ 752,006	\$ 17,112,347
9	\$ 742,258	\$ 16,786,202
10	\$ 731,553	\$ 16,393,814
11	\$ 719,848	\$ 15,929,892
12	\$ 707,100	\$ 15,391,500
13	\$ 693,266	\$ 14,766,695
14	\$ 678,298	\$ 14,050,807
15	\$ 662,148	\$ 13,237,123
16	\$ 644,766	\$ 12,489,224
17	\$ 626,102	\$ 12,144,240
18	\$ 606,101	\$ 11,774,559
19	\$ 584,710	\$ 11,379,161
20	\$ 561,869	\$ 10,956,992
21	\$ 537,522	\$ 10,506,959
22	\$ 511,606	\$ 10,027,933
23	\$ 484,058	\$ 9,518,747
24	\$ 454,812	\$ 8,978,192
25	\$ 442,474	\$ 8,750,127