AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
PS04	03/27/2018		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Great Bay Solar I, LLC
c/o 354 Davis Road, Suite 100
Oakville, ON L6J 2X1 Canada
Attn: Great Bay Solar Project Manager

CODE FACILITY CODE

(✓) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-00P-15-BSD-1148

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject contract is hereby modified to change the descriptions of Phase 1 and Phase 2 of the Facility and the Commercial Operation Milestone for each phase. The complete description of the modification is attached on pages 2-5. Except as specifically modified in this and previous modifications, all other terms and conditions of the contract remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR (b) (6) [redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 06/21/18	16B. UNITED STATES OF AMERICA BY (b) (6) [redacted] (Signature of Contracting Officer)	16C. DATE SIGNED 6/20/18

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Computer Generated
Prescribed by GSA
FAR (48 CFR)

KCP-4716555-1

MODIFICATION NO. 4 TO RENEWABLE ENERGY CONTRACT
(No. GS-00P-15-BSD-1148)

THIS FOURTH MODIFICATION TO RENEWABLE ENERGY CONTRACT (No. GS-00P-15-BSD-1148) (this "**Fourth Modification**") is effective as of the 27th day of March, 2018 ("**Effective Date**"), by and between Great Bay Solar I, LLC, a limited liability company organized under the laws of the State of Maryland ("**Seller**"), and the United States of America, acting through the Administrator of General Services ("**Buyer**"). Seller and Buyer are sometimes hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Seller and Buyer entered into that certain Renewable Energy Contract (No. GS-00P-15-BSD-1148), dated as of April 1, 2015 (as amended by the First, Second and Third Modifications thereof, the "PPA"), pursuant to which Seller agreed to sell and deliver to Buyer all of the Renewable Energy output of the Facility located in Somerset County, Maryland, which is more fully described in the PPA, and Buyer agreed to purchase the same from Seller; and,

B. Seller and Buyer desire to modify certain terms and provisions of the PPA as set forth in this Fourth Modification.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, mutually agree to amend the PPA as follows:

1. Definitions. Unless specifically defined herein, all capitalized terms used in this Fourth Modification shall have the meaning assigned to them in the PPA.

2. Modifications.

(a) Definitions.

(i) The following definition is added to Section 1.4 of the PPA in alphabetical order:

"Partial COD" means, with respect to a Phase, the date that Seller provides notification to Buyer that a part of a Phase of the Facility has achieved Commercial Operation.

(ii) The definition of "Commercial Operation" is deleted in its entirety and replaced with the following:

"Commercial Operation" means a Phase, a part of a Phase, or the whole of the Facility, as the case may be, is able to produce and deliver Buyer's Portion of the Renewable Energy (other than Test Energy) with respect to such Phase, a part of a Phase, or the whole of the Facility, as the case may be, to Buyer pursuant to the terms of the Contract.

(iii) The definition of "Test Energy" is deleted in its entirety and replaced with the following:

"Test Energy" means that energy which is produced by a Phase, a part of a Phase, or the whole of the Facility prior to the Commercial Operation Date or Partial COD, as the case may be, delivered to Buyer at the Point of Delivery, which is necessary in order to perform all testing of a Phase, a part of a Phase, or the whole of the Facility, as the case may be, or otherwise produced by a Phase, a part of a Phase or the whole of the Facility and delivered to the Point of Delivery prior to COD or Partial COD, as the case may be.

(b) Term and Termination. The first sentence of Article 2 is hereby deleted and replaced with the following:

This Contract shall become effective as of the Effective Date, and shall remain in full force and effect until midnight local Facility time on the tenth (10th) anniversary of the Commercial Operation Date for the full 75 MW (AC) capacity of the Facility (the "Initial Term"), subject to any early termination or extension provisions set forth herein.

(c) Commercial Operation. The following is added to the end of Section 4.1 of the PPA:

Seller shall also notify Buyer in writing when any portion of a Phase of the Facility has achieved Partial COD.

(a) Test Energy. Section 4.2(B) of the PPA is hereby deleted in its entirety and replaced with the following:

(B) Seller shall coordinate the production and delivery of Test Energy with Buyer and/or Buyer's Transaction Manager, with not less than five (5) Days written notice. Buyer and/or Buyer's Transaction Manager shall cooperate in a timely manner with Seller to facilitate Seller's testing of the Facility necessary to achieve Commercial Operation or Partial COD. Buyer shall purchase Buyer's Portion of all Test Energy delivered to the Point of Delivery at a payment rate equal to seventy-five percent of the Renewable Energy Payment Rate applicable as of the Commercial Operation Date or the Partial COD, as the case may be.

(C) Seller will provide Buyer with meter readings for any Test Energy. Seller shall invoice Buyer for any Test Energy in accordance with the procedures set forth in Article 9 of the Contract.

(b) Acknowledgement of Partial COD. A new Section 4.3 is added to Article 4 of the PPA as follows:

4.3 ***Acknowledgement of Partial COD of a Phase***

The Parties acknowledge and agree that Partial COD for 20 MW (AC) of Phase I of the Facility was declared and achieved as of December 29, 2017.

(c) Sale and Purchase. Section 7.1 of the PPA is hereby deleted in its entirety and replaced with the following:

7.1 ***Sale and Purchase***

Beginning on the Commercial Operation Date or the Partial COD, as the case may be, Seller shall generate from the Facility, deliver to the Point of Delivery, and sell to Buyer, at the Renewable Energy Payment Rate, Buyer's Portion of the Renewable Energy generated by a Phase, a part of a Phase or the whole of the Facility, as the case may be.

(d) Energy Payment Rate. Section 8.1 of the PPA is hereby deleted in its entirety and replaced with the following:

8.1 **Energy Payment Rate**

(A) Prior to the Commercial Operation Date or Partial COD, as the case may be, Buyer shall pay Seller for Test Energy delivered to the Buyer by Seller to the Point of Delivery at the rate set forth in Section 4.2(B) of the Contract.

(B) For each Phase of the Facility, commencing on such Phase's Commercial Operation Date, or for a part of a Phase, commencing on Partial COD for such part of a Phase, Buyer shall pay Seller for Buyer's Portion of the Renewable Energy generated by such Phase or part of a Phase and delivered to Buyer by Seller at the Point of Delivery at a price equal to the then applicable rate set forth in Exhibit D (as to each Phase or part of a Phase, the "Renewable Energy Payment Rate"). The term "COD", as used in Exhibit D for purposes of identifying the year during the Term to determine the applicable Renewable Energy Payment Rate, shall mean the Commercial Operation Date for the full 75 MW (AC) capacity of the Facility.

3. Counterparts. This Fourth Modification may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

4. Entire Agreement. This Fourth Modification, together with the PPA, constitutes the entire agreement between Buyer and Seller regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings.

5. Headings. The paragraph headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Fourth Modification.

6. Modifications. Except as specifically modified hereby, all of the terms and conditions of the PPA are and shall remain in full force and effect and are hereby ratified and confirmed. In the event of a conflict between the provisions of this Fourth Modification and the provisions of the PPA, the provisions of this Fourth Modification shall control. No subsequent change or addition to this Fourth Modification shall be binding unless in writing and duly executed by both Buyer and Seller.

7. Successors and Assigns. This Fourth Modification shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.

8. Choice of Law. This Fourth Modification shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine), except to the extent the Parties' rights and obligations are required to be governed by United States Federal law, then such rights and obligations shall be governed by United States Federal law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Modification as of the date first written above.

SELLER:

GREAT BAY SOLAR I, LLC,
a Maryland limited liability company

By: (b) (6) [redacted]

Name: Charles Ashman

Title: President

By: _____

Name: _____

Title: _____

BUYER:

UNITED STATES GENERAL SERVICES ADMINISTRATION

By: (b) (6) [redacted]

Name: Kenneth M. Shutka

Title: Energy Management Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Modification as of the date first written above.

SELLER:

GREAT BAY SOLAR I, LLC,
a Maryland limited liability company

By:_____

Name:_____

Title:_____

By: (b) (6) [redacted]

Name: F. Chico DaFonte

Title: Authorized Signing Officer

BUYER:

UNITED STATES GENERAL SERVICES ADMINISTRATION

(b) (6) [redacted]

By:_____

Name: Kenneth M. Shutka

Title: Energy Management Officer