



AMENDMENT TO THE  
SOLAR POWER PURCHASE AGREEMENT

For

GREENBELT HOMES INCORPORATED

Sustainable Energy Systems, LLC

301-788-4003

[www.SustainableEnergySystems.net](http://www.SustainableEnergySystems.net)

**SOLAR POWER PURCHASE AGREEMENT (PPA) AMENDMENT #1**

**PREPAID PPA CONVERSION**

This Amendment to the Power Purchase Agreement (“PPA”) entered into between Sustainable Energy Systems, LLC and Greenbelt Homes Incorporated on October 12, 2108 (this “Amendment”) is made effective as of February [ ], 2022 (the “Effective Date”).

General Provisions of the Amendment

Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the PPA.

As of the Effective Date, the PPA is hereby amended or modified as follows.

The provisions of this Amendment supersede the provisions of the original PPA. Where there is a conflict between the provisions of the two documents, those of this Amendment shall supersede the original PPA.

**Purchaser: Greenbelt Homes Incorporated**

**Seller: Sustainable Energy Systems LLC**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit 1**  
**Basic Terms and Conditions**

1. **Term:** The term shall be six (6) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** None.
3. **Environmental Incentives and Environment Attributes:** Accrue to Buyer, except as more specifically set forth herein.
4. **Contract Price:** The Contract Price shall mean Two hundred and fifty-eight thousand, one hundred and fifty-five dollars and fifty-two cents (\$258,155.52), for which the buyer is purchasing the rights to of all of the electricity generated by the system for 20 years.
5. **Condition Satisfaction Date:** The date the local utility approves the final Interconnection Application and grants Permission to Operate the solar PV system.
6. **Anticipated Commercial Operation Date:** February 2022.
7. **Rebate Variance.** None.
8. **Purchaser Options to Purchase System.** Seller shall sell the solar PV system to Purchaser based on the terms and conditions specified in the PPA and this Amendment.
9. **System Installation:** The provisions of the original PPA for this section shall remain unchanged.

**Exhibit 2**  
**System Description**

1. **System Location:** 1 Hamilton Pl, Greenbelt, MD 20770
2. **System Size (DC kW):** 156.8 kilowatts
3. **Expected First Year Energy Production (kWh):** 156,643 kilowatt hours.
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

Manufacturer/Model	Quantity
LG Solar 400 watt 72 cell commercial and Axitec Solar 400 watt 72 cell commercial	312 80

6. **Expected Inverter(s):**

Manufacturer/Model	Quantity
SolarEdge three phase w/Optimizers	188

7. **Facility and System Layout:** See Exhibit 2, Attachment A
8. **Utility:** PEPCO
9. **Payment Milestones:**

Milestone:	Percentage:	Amount:
Amendment Signing	0%	\$0
Substantial Completion:	80%	\$206,524.42
Permission to Operate:	10%	\$25,815.55
One Month of Operation:	10%	\$25,815.55

**Exhibit 2**  
**Attachment A:**  
Facility and System Layout

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	<p>At Main Service Meter in Admin Building</p> <p>At Main Service Meter in warehouse via underground cable</p>
Access Points	<ol style="list-style-type: none"> <li>1. Roof Top Access Required for the Administration Building and the Warehouse Building.</li> <li>2. RV/Boat lot &amp; grassy area Access required.</li> <li>3. Main Service Panel Access Required for both buildings.</li> <li>4. Utility Meter Access Required.</li> </ol>



SES GHI Prepaid PPA  
Amendment

**Exhibit 3**

No changes.

**Exhibit 4**

1. The terms of Exhibit 4 are hereby modified or amended as follows:
  - a. Paragraph 3 is hereby rescinded in its entirety and the provisions of Exhibit 1, Paragraph 1 shall control.
  - b. Paragraph 4 is hereby rescinded in its entirety and the provisions of Exhibit 1, Paragraph 4 shall control.
  - c. Paragraph 5 is hereby amended as follows:
    - i. As stated in Exhibit 1, Paragraph 3, Purchaser shall be deemed the owner of the Environmental attributes, except for the following:
      1. Seller shall be deemed the owner of any Tax Credits and Environmental Incentives; provided, however, Purchaser shall be entitled to any amounts awarded under the Maryland Clean Energy Rebate Program or similar incentive program offered by the State of Maryland. Seller shall pay of to Purchaser any amounts Seller may received under the Maryland Clean Energy Rebate Program related to the System.
      2. For the avoidance of doubt, Environmental Attributes shall include any Solar Renewable Energy Credits or other tradable “green” energy credit associated with any Renewable Energy Portfolio standard of any federal, state, or local government.
  - d. Paragraph 10 and its sub-paragraphs shall be deleted in their entirety.
  - e. Paragraph 11(b) is hereby amended as follows
    - i. The following shall be added the last sentence of paragraph of (ii): Notwithstanding anything in the PPA or the Amendment to the contrary, Purchaser shall have the right, provided Purchaser is not in default, to specific performance should Seller refuse to sell the System to Purchaser based on the terms specified herein.
    - ii. Paragraph 11(b)(iii)(A)-(B) and Exhibit 4, Attachment A, shall be deleted in their entirety without prejudice to Purchaser’s and Seller’s rights as otherwise set forth in the PPA or the Amendment.
  - f. Paragraph 13(a) is hereby amended as follows:
    - i. Paragraph 13(a)(i) is deleted in its entirety and the following shall be inserted in its place: If the System is damaged or destroyed during the Term other than by Purchaser’s gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition.
    - ii. Paragraph 13(a)(ii) is modified as follows, the remainder of the paragraph beginning with the “provided, however” shall be deleted.
  - g. Paragraph 14 is deleted in its entirety and replaced with the terms of the Amendment as applicable.
  - h. Paragraph 17 is deleted in its entirety.



**Exhibit 4****Attachment A: Incentives & Production Guarantee & Purchase Terms**

Exhibit 4, Attachment A of the PPA is hereby deleted in its entirety and replaced with the following:

**1. Incentives:**

Registration of SRECs: SES would register the system for SRECs with a broker of GHI's choice upon Permission to Operate from PEPCO.

Application for MD Commercial Clean Energy Grant: SES transfers to GHI the right to any grants the system is eligible to receive from the Maryland Energy Administration (MEA). SES will apply for a MEA Commercial Clean Energy Grant for the system on behalf of GHI upon receipt of full payment for the PPA and receipt of PTO from PEPCO.

**2. Five-year Production Guarantee:**

SES guarantees the system will produce 80% of the expected year-1 power production for five (5) years. The system performance would be true-up on year three (3) as the average of the first three (3) years, and then again at the end of year five (5) as the average of the five years. (Any excess production over the minimum guaranteed amount would be carried forward to future years.)

The table below lists the kilowatt hour (kWh) amounts that SES is obligated to ensure the system produces under the Minimum Cumulative Production Guarantee by the end of year three (3) and the end of year five (5). The date the system first becomes operational shall be the anniversary date used to calculate annual production.

Should the system not produce the minimum cumulative kilowatt hours guaranteed by the end of either year three or year five, SES shall reimburse GHI for such production shortfall at the rate of 11 cents per kilowatt hour.

GHI may request the true up after the 3<sup>rd</sup> anniversary and the 5<sup>th</sup> anniversary of the system becoming operational. SES will respond to GHI's request with the true-up calculation within 30 days. Any payment due to GHI shall be made within 30 days.

SES is not obligated to reimburse GHI for the value of any SRECs should the system not meet the Minimum Cumulative Production Guarantee kWh amounts even if any such power production shortfall is determined to have been caused by a workmanship error on the part of SES (however SES may choose to reimburse GHI for such SRECs at SES's sole discretion).

The Production Guarantee does not extend beyond five (5) years from the first day of system operation.

<b>Year</b>	<b>Estimated Annual Production (kWh)</b>	<b>80% of Annual Estimate (kWh)</b>	<b>Minimum Cumulative Production Guarantee (kWh)</b>
<b>1</b>	156,643	125,314	
<b>2</b>	155,781	124,625	
<b>3</b>	154,925	123,940	<b>373,879</b>
<b>4</b>	154,073	123,258	
<b>5</b>	153,225	122,580	<b>619,718</b>

**5. System Maintenance, Warranty, and Insurance:**

SES would maintain, warranty, and insure the system for the 6-year life of the PPA unless GHI becomes the owner of the system prior to the end of the term.

- 6. System Purchase At The End of Year Six (6):** Seller and Purchaser shall agree to the final terms and conditions of the sale or ownership transfer of the System by Seller to Purchaser no later than thirty (30) days prior to the end of the Term and the Parties shall cooperate in good faith and take commercially reasonable efforts to effect the sale or ownership transfer of the System to Purchaser, including the execution of a bill of sale or other documents customary in the solar industry for Systems of similar design and capacity to the System. ~~Any~~The Purchase Price ~~charged for the System~~ shall be ~~based on the Seller's Original cash purchase price offer dated September 28, 2017, all~~Contract Price as set forth in Exhibit 1, Section 4 of this addendum and payments made by Purchaser to ~~date, as well as any Tax Credits and depreciation that accrue to the Seller~~Seller up to the time of System Purchase as required under this Agreement.

In the event that ownership of the system is transferred from SES to GHI, SES's workmanship warranty shall remain in place for the remainder of the 25 years from the date of system operation. In that event, SES will also transfer to GHI the 20-year Extended SolarEdge inverter warranties and all other equipment warranties. SES would provide GHI with the documentation of such warranty transfers.

In the event that GHI becomes the owner of the system, SES would no longer be responsible for maintaining or insuring the

system. SES's 25-year workmanship warranty would continue regardless of any change in ownership of the system.

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