

**AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT BETWEEN
GEOPEAK ENERGY, LLC AND THE BRICK TOWNSHIP BOARD OF
EDUCATION**

This amendment ("Amendment") is entered into on this _____ day of _____, 2016 by and between **GeoPeak Energy, LLC** ("Supplier"), a New Jersey limited liability company and the **Brick Township Board of Education** ("Customer"), a public entity of the State of New Jersey. Throughout this Amendment, Supplier and Customer are sometimes referred to individually as "Party" and collectively as the "Parties."

ACKNOWLEDGEMENTS:

Supplier and Customer entered into a Power Purchase Agreement ("Agreement") dated October 30, 2015, for solar photovoltaic generated electricity to be supplied by Supplier to Customer at seven (7) locations.

The Parties hereby amend the Agreement as follows:

The first sentence in Section 1.4 shall be removed and hereby replaced with:

Unless excused by reason of Force Majeure, by a delay caused by the Board, or otherwise as may be expressly provided in this Agreement, Service Provider shall achieve the Final Completion Date for all Systems no later than January 31, 2017 ("the **Required Completion Date**").

Exhibit C.2 attached to the Agreement is hereby replaced in its entirety as follows:

2. Expected Performance Output for the First and Subsequent Years:

For the first Year the Expected System Size is: approximately 2,486.605 kWp (DC), subject to use of additional roofs and adjustment based on final engineering designs and final as-built drawings.

Annual Degradation Factor: 0.75% per Operational Year

For subsequent years the Expected Annual Production shall be revised every year on the anniversary of the Final Completion Date by the annual degradation factor specified above. The Minimum Guaranteed Output shall be calculated as 90% of the Expected Annual Production per Article 4 of this Agreement and as tabulated below. For the first Year the Expected Performance Output is: approximately 2,651,192 kWh (AC), subject to adjustment based on final engineering designs and final as-built drawings.

First Year will be based on 12 full months from Final Completion Date. There will be no performance guaranty for the period from the Effective Date to the Final Completion Date.

Year	Expected Performance Output (kWh)	Anticipated Minimum Output (kWh)
1	2,651,192	2,386,073
2	2,631,308	2,368,177
3	2,618,151	2,356,336
4	2,605,061	2,344,555
5	2,592,035	2,332,832
6	2,579,075	2,321,168
7	2,566,180	2,309,562
8	2,553,349	2,298,014
9	2,540,582	2,286,524
10	2,527,879	2,275,091
11	2,515,240	2,263,716
12	2,502,664	2,252,397
13	2,490,150	2,241,135
14	2,477,700	2,229,930
15	2,465,311	2,218,780
16 (if option is exercised)	2,452,984	2,207,686
17	2,440,720	2,196,648
18	2,428,516	2,185,664
19	2,416,373	2,174,736
20	2,404,292	2,163,862

Acknowledged on behalf of GeoPeak Energy, LLC:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF _____)ss.:
COUNTY OF: _____)

On this ____ day of _____, 2016 before me personally appeared to me known as _____ of **GeoPeak Energy, LLC** and who executed the within instrument, and who acknowledged the same to be in behalf of said **GeoPeak Energy, LLC** by authority of its Board of Members and said acknowledged said instrument to be the free act and deed of **GeoPeak Energy, LLC**.

(SEAL)

Notary Public

Name
My Commission Expires: _____

Acknowledged on behalf of the Brick Township Board of Education

By: _____

Name: _____

Title: _____

STATE OF _____)

ss.:

COUNTY OF: _____)

On this ____ day of _____, 2016 before me personally appeared to me known as _____ of **the Brick Township Board of Education** and who executed the within instrument, and who acknowledged the same to be in behalf of said **the Brick Township Board of Education** by authority of its Board of Members and said acknowledged said instrument to be the free act and deed of **the Brick Township Board of Education**.

(SEAL)

Notary Public

Name

My Commission Expires: _____