

ORIGINAL

AGREEMENT FOR SERVICES #317-S1810 / #2704

AMENDMENT II

This Amendment II to that Agreement for Services #317-S1810, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TerraVerde Renewable Partners, LLC, a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Larkspur Landing Circle, Suite 155, Larkspur, California 94939 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, TerraVerde Renewable Partners, LLC was engaged by County under Agreement for Services #317-S1810 (the "Agreement") to assist the Chief Administrative Office's Facility Division in submitting an interconnection application regarding the covered parking and solar farm elements of the Public Safety Facility, which agreement was executed by the Purchasing Agent December 11, 2017, and Amendment I executed by the Purchasing Agent on February 2, 2018, both incorporated herein, including all attachments and exhibits thereto, and made by reference a part hereof; and

WHEREAS, TerraVerde Renewable Partners, LLC organized under the laws of the State of Delaware effective January 24, 2018, as TerraVerde Energy LLC; and

WHEREAS, by operation of this transaction, TerraVerde Energy LLC has assumed the remainder of all work, duties, responsibilities and obligations of TerraVerde Renewable Partners, LLC under the Agreement, including but not limited to any liabilities or obligations for services to be performed by TerraVerde Energy LLC subsequent to the effective date of the transaction; and TerraVerde Renewable Partners, LLC has remained responsible for any liabilities and obligations for services performed up to the date of the transaction, and has purchased run-off insurance to cover any potential liabilities therefore; and

WHEREAS, the parties hereto have determined and agreed to amend the Agreement, including all exhibits and attachments thereto, by substituting TerraVerde Energy LLC in place of TerraVerde Renewable Partners, LLC for all purposes in all references to TerraVerde Renewable Partners, LLC, and also by revising **ARTICLE XXIV – Notice to Parties**.

NOW THEREFORE, the parties agree to the assignment of this Agreement for Services #317-S1810 from TerraVerde Renewable Partners, LLC to TerraVerde Energy LLC effective January 24, 2018, and that TerraVerde Energy LLC assumes all duties, covenants, and obligations of TerraVerde Renewable Partners, LLC under this Agreement for services performed subsequent to the effective date, and is responsible for executing the work after the effective date in accordance with all terms and conditions of the Agreement. Accordingly, the parties do hereby agree that Agreement for Services #317-S1810, including all exhibits and attachments thereto, is amended a second time as follows:

I. All references to TerraVerde Renewable Partners, LLC in the Agreement are substituted with TerraVerde Energy LLC.

II. ARTICLE XIV - Notice to Parties is amended in its entirety to read:

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

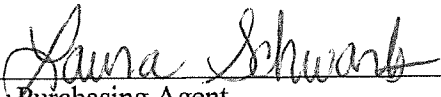
TERRAVERDE ENERGY, LLC
700 Larkspur Landing, Suite 140
Larkspur, California 94939
Attn: Rick Brown, Ph.D.
President

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #317-S1810 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #317-S1810 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 3-9-18
Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

TERRAVERDE ENERGY LLC
A Delaware Corporation

By:  Dated: 3/7/18
Rick Brown, PhD
Chief Executive Officer &
Corporate Secretary
"Consultant"