

**AMENDMENT NO. 1
AGREEMENT
FOR
ENERGY SERVICES CONTRACT**

This Amendment No. 1 dated this 26th day of April, 2022, is made a part of the Agreement dated May 11, 2021, between the Norman Utilities Authority (Owner) and Biostar E Light JV, LLC (Provider) for energy services.

1. This amendment creates **Section 4.22** (Page 13) to be:

Site Preparation. Provider shall be responsible for providing all preparation of the Water Reclamation Facility Site necessary for the ground to be prepared and in order to install the Project in accordance with this Agreement, including tree clearing, site leveling, installation of site access roads, removal or relocation of existing, abandoned utilities or hidden or buried structures, demolition and disposal of drying beds, removal and disposal of gravel and asphalt areas, vegetation removal and disposal, removal and disposal of construction debris, erosion control, or other items, and other work necessary for preparation of the site to facilitate the installation.

2. This amendment modifies **Section 5.1** (Page 13) to be:

Site Preparation. Owner shall be responsible for providing all preparation of the Water Treatment Plant Site necessary for the ground to be prepared and in order to install the Project in accordance with this Agreement, including tree clearing, site leveling, installation of site access roads, perimeter fencing (if desired by Owner), removal or relocation of existing, abandoned utilities or hidden or buried structures or other items that interfere with the installation within fourteen (14) calendar days of notice, as described on **Schedule 8**. Owner shall be responsible for perimeter fencing (if required or if desired by Owner).

3. This amendment modifies **Section 16.1** (Page 25) to be:

Amount. Subject to the following sentence, as full compensation for the Work and all of Provider's obligations hereunder, Owner shall pay to Provider as the contract price for the Work (the "Contract Price") hereunder the sum of Four Million Nine Hundred Thousand, Eight Hundred Forty-Eight and 80/100 Dollars (\$4,900,848.80) for the Project. The Contract Price is subject to potential modification by Change Orders approved in accordance with Section 14. The Contract Price shall be paid in accordance with Section 17. The Contract Price excludes any fees for O&M Services.

4. This amendment modifies **Schedule 3** to be:

Total contract time to be increased 90 days from 370 days to 460 days.

5. This amendment modifies **Schedule 9** to be:

Item No. 3A is created in the amount of \$125,848.80 for Site Civil Work. The Total is increased accordingly to be \$4,900,848.80. Payment for the Item No. 3A – Site Civil Work to be upon satisfactory completion of the Water Reclamation Facility site preparation.

6. Since the Site Preparation work for the Water Reclamation Facility was originally an obligation of the Owner and budgeted outside the original Agreement, the additional cost for Site Preparation of the Water Reclamation Facility will not be factored into the calculation for the Energy Services Contract calculation or Energy Savings

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, Owner and Provider have executed this Agreement.

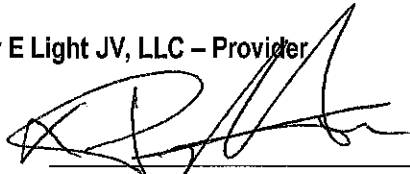
DATED this _____ day of _____, 20____.

Biostar E Light JV, LLC – Provider

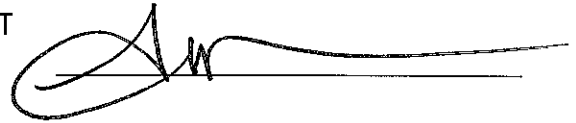
By: _____

Printed
Name: _____

Title: _____


PERRY HERRMANN
PRESIDENT CEO

ATTEST


Allyson Nelson
Project Accounting
Manager

Norman Utilities Authority – Owner

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20____.

ATTEST

By: _____

Printed
Name: _____

Title: _____

Breea Clark

Chairman

Brenda Hall

Secretary