

**AMENDMENT NO. 3 TO FORM OF CONTRACT**

Contractor: **Cherry Street Asset Management Holding, LLC**

Contract No. **City of Atlanta FC-9696, Solar Energy Program**

Address: **1000 Marietta Street NW, #290**

City, State **Atlanta, GA 30318**

Telephone: **(404) 589-1830**

E-mail: [michael@cherrystreetenergy.com](mailto:michael@cherrystreetenergy.com)

Contact: **Michael Chanin**  
**CEO**

**WITNESSETH**

**WHEREAS**, Fulton County (“County”) entered into a Contract Agreement (“Contract Agreement”) with **Cherry Street Asset Management Holdings, LLC** (“Service Provider”) to provide financing for the installation and operation of solar technology, effective September 1, 2020; and

**WHEREAS**, the Contract Agreement provided for the installation and operation by Service Provider of solar technology at seven (7) County locations and the resulting deliveries of solar energy from such installations from Service Provider to the County over the Contract Agreement term; and

**WHEREAS**, the Contract Agreement was amended by Amendment No. 1 to Form of Contract, effective as of December 1, 2021, to remove the Benson Senior Center as one of the solar installation sites listed in **Exhibit A** to the Contract Agreement and replace it with the College Park Regional Health Center; and

**WHEREAS**, the County received a grant from the Southeast Sustainable Communities Fund for the establishment of a Community Resilience Hub, a facility that provides information and services to build resilient communities before, during, and after emergency events, including extreme weather events caused by climate change; and

**WHEREAS**, the County desired to use a portion of such funding to have Service Provider add a Battery Energy Storage System and related Resiliency Services at the Metropolitan Branch Library, and to integrate such storage technology with the existing solar technology at such location; and

**WHEREAS**, the Contract Agreement was amended by Amendment No. 2 to Form of Contract, effective as of July 10, 2024, to allow Service Provider to provide battery back-up power and demand management at the Metropolitan Library Resilience Hub in accordance with such grant; and

**WHEREAS**, the parties now desire to enter into this Amendment No. 3 to Form of Contract (the “Third Amendment”) to incorporate the Additional Facilities, information regarding the Battery Energy Storage System, updated Contract Agreement pricing, and for other purposes; and

**WHEREAS**, the Parties intend for this Third Amendment to constitute a Change Document as defined in Section 11.3.1 of the SEPA (as defined in the Contract Agreement); and

**WHEREAS**, Service Provider has performed satisfactorily during the Term of the Contract Agreement; and

**WHEREAS**, this Third Amendment was approved by the Fulton County Board of Commissioners on \_\_\_\_\_, **2024, BOC Item #24-**\_\_\_\_\_.

**NOW, THEREFORE**, the County and the Service Provider agree as follows:

This Third Amendment is effective as of the \_\_ day of \_\_\_\_\_, 2024 (“Third Amendment Effective Date”), between the County and Service Provider, who agree that all services specified will be performed in accordance with this Third Amendment and the Contract Agreement.

**I. Definitions.** Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in Exhibit B of the SEPA. Exhibit B of the SEPA is amended as follows:

a. The definition of “Term” is stricken in its entirety and replaced by the following:

“Term” means the Initial Facilities Term, the BESS Term, or the Additional Facilities Term, as applicable, plus any Renewal Term made effective pursuant to the provisions of the Contract Agreement.

c. The following new terms are added:

“Additional Facilities” means the additional facilities identified in Exhibit A-1, pursuant to Amendment No. 3 to Form of Contract.

“Additional Facilities Term” means the initial term of the Contract Agreement as applicable to the Additional Facilities only, which shall be twenty (20) years from the Commencement Date.

“Battery Energy Storage System” or “BESS” means a system designed for storing and discharging Energy primarily from on-site solar PV generation for Resiliency Services and Demand Management Services together with the inverter and other equipment

upgrades necessary to accommodate the addition of the storage technology and its integration with the solar System located at a Facility.

“Commencement Date” means the earlier of (i) the date on which the last System installed on an Additional Facility has received permission to operate from the Service Provider, or (ii) two years from the Third Amendment Effective Date.

“Contract Resiliency Rate” means a flat monthly rate for Resiliency Services during the BESS Term.

“Demand Management Services” means the provision of power from the Battery Energy Storage System in a manner intended to limit or reduce the County’s peak demand and thereby mitigate the amount of demand charges assessed by the County’s Electric Service Provider.

“Energy” means electrical energy.

“Facilities” means all facilities identified in **Exhibit A** and **Exhibit A-1**, including both Initial Facilities and Additional Facilities.

“Initial Facilities” means those seven (7) facilities identified in **Exhibit A**, as amended by Amendment No. 1 to Form of Contract.

“Initial Facilities Term” means initial term of the Contract Agreement as applicable to the Initial Facilities only, which shall be twenty (20) years from September 1, 2020.

“Resiliency Services” means the provision of power from the Battery Energy Storage System to serve a Facility’s load whenever energy from the County’s Electric Service Provider becomes unavailable due to a grid outage.

“Solar Energy” means the generation of electricity produced by a System located at a Facility through the conversion of sunlight into energy using photovoltaic cells.

**II.** A new Section 1.2.1 is added to the SEPA providing as follows:

1.2.1 Battery Energy Storage. Service Provider additionally desires to design, construct, install, connect, monitor and own a Battery Energy Storage System on or at such Facilities as the County may from time-to-time request, beginning with the Metropolitan Branch Library Facility, and to allow the County to use and benefit from the Resiliency Services and Demand Management Services provided thereby in accordance with the pricing and specifications set forth in **Exhibit A-2**. Service Provider shall design, construct, own, and operate each BESS.

**III.** Section 1.3.1 of the SEPA is amended as follows, with amended language in **bold**:

1.3.1 Energy Based Payments. The annual price (\$/kWh) for all energy produced by each Facility will be specified in the Facility Specifications, proposals and corresponding legal documentation, with a 1.5% price escalator **for each Initial Facility, and a 2% price escalator for each Additional Facility**, at each anniversary of the installation. The determined price shall be better than current utility rates or achieve price parity in year one. Price parity is defined as follows: the total dollar amount of first year electric bill reductions resulting from use of expected first year electricity production from the System, estimated by a mutually agreed third party when analyzed using either Georgia Power Company's Power and Light Rate Tariffs or the Time of Use Tariff (excluding any interconnection fees); divided by the total first year solar system production in kWh as estimated by PVWatts or Helioscope, using mutually agreed upon model input parameters; resulting in a \$/kWh price. In calculating the first-year electric bill reductions, the total cost of electricity shall be used (rate plus any fees associated with the delivery and use of electricity to the premises). **For Facilities incorporated after the Third Amendment Effective Date**, if any, price will be determined based on the expected utility rate assuming the expected electricity demand for the Facility.

IV. A new Section 1.3.2 is added to the SEPA providing as follows:

1.3.2 Energy-Based Payments/System Paired with BESS. Notwithstanding anything to the contrary in Section 1.3.1, the price (\$/kWh) for all Output produced and delivered to the Delivery Point at a Facility where the Service Provider has added a BESS, including any annual adjustment thereto, shall be as set forth in **Exhibit A-2**.

V. A new Section 1.3.3 is added to the SEPA providing as follows:

1.3.3 Contract Resiliency Rate. The Contract Resiliency Rate applicable to Resiliency Services provided by Service Provider in connection with its installation and operation of a BESS pursuant to this Contract Agreement shall be as set forth in **Exhibit A-2**.

VI. A new Section 1.3.4 is added to the SEPA providing as follows:

1.3.4 BESS Services. Notwithstanding anything to the contrary herein, any Services related to the operation and maintenance of the BESS shall be as set forth in **Exhibit A-2**.

VII. Section 1.5 of the Contract is amended as follows, with deleted language in ~~strikethrough~~ and added language in **bold**:

The "total not to exceed compensation amount payable by [County] during the Initial Term of this Agreement... ("Maximum Payment Amount")" is amended to be ~~Three Million Nine Hundred Ninety Thousand Two Hundred and Three Dollars and 00/100s (\$3,990,223.00)~~ **TWENTY-EIGHT MILLION FIVE HUNDRED ELEVEN THOUSAND THREE DOLLARS AND TWENTY CENTS (\$28,511,003.20)** and "City's Council" is amended to be the "County's Board of Commissioners."

VIII. Section 2.1 of the Contract Agreement is stricken in its entirety and replaced by the following:

2.1 **Initial Term.**

2.1.1 **Initial Facilities.** The initial term of this Contract Agreement for the Initial Facilities is twenty (20) years. For any Initial Facilities, this initial term commenced on September 1, 2020 and shall end on August 31, 2040.

2.1.2 **Additional Facilities.** The initial term of this Contract Agreement for the Additional Facilities is twenty (20) years. For any Additional Facility, this initial term shall commence on the Commencement Date and end on the date that is one day prior to the twentieth (20<sup>th</sup>) anniversary of such Commencement Date.

2.1.3 **BESS.** The initial term of this Contract Agreement for any BESS is ten (10) years. The initial term shall commence on the Commercial Operation Date of the BESS System and end on the date that is one day prior to the tenth (10<sup>th</sup>) anniversary of such Commercial Operation Date.

IX. The Section of the Contract Agreement entitled “Contract Documents” on page 1 of the Contract Agreement is stricken in its entirety and replaced by the following:

**Contract Documents**

County and Service Provider agree that the Contract Agreement consists of the following contract documents:

- I. This Contract Agreement, including
  - a. Exhibit A – Services and Additional Compensation, Initial Facilities
  - b. Exhibit A-1 – Services and Additional Compensation, Additional Facilities
  - c. Exhibit A-2 – Services and Additional Compensation, Battery Energy Storage Additions
  - d. Exhibit B – County Authorizing Legislation
- II. City of Atlanta Contract No. FC-9696, Solar Energy Program, as amended (the “SEPA”), including all Exhibits and Appendices attached thereto, attached hereto and incorporated by reference as Appendix 1.

The Contract Agreement was initially approved by the Fulton County Board of Commissioners on April 1, 2020, BOC Item #20-0263; amended on December 1, 2021, BOC Item #21-0927 to replace the Benson Senior Center with the College Park Regional Health Center; amended again on July 10, 2024, BOC Item #24-0474, to incorporate battery energy storage at the Metropolitan Branch Library; and amended again on \_\_\_\_\_, BOC Item # \_\_\_\_\_, to add the Additional

**Facilities, information regarding the Battery Energy Storage System, updated Contract Agreement pricing, and for other purposes.**

**X.** The Contract Documents are amended by adding the **Exhibit A-1** attached to this Third Amendment.

**XI.** The Contract Documents are amended by adding the **Exhibit A-2** attached to this Third Amendment.

**XII.** Section 3.2 of the SEPA is stricken in its entirety and replaced with the following:

**If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:**

- 1. Contract Agreement**
  - a. Exhibit A – Services and Additional Compensation, Initial Facilities**
  - b. Exhibit A-1 – Services and Additional Compensation, Additional Facilities**
  - c. Exhibit A-2 – Services and Additional Compensation, Battery Energy Storage Additions**
  - d. Exhibit B – County Authorizing Legislation**
  - e. Exhibit C – Insurance and Bonding Requirements**
- 2. SEPA**

**XIII.** Section 11.1 of the SEPA is amended to include the following sentence at the end of the paragraph:

**Notwithstanding the foregoing, any Services related to the addition of BESS at a Facility shall be as set forth in Exhibit A-2.**

**XIV.** Section 12.2 of the SEPA is amended to provide that the Service Provider Authorized Representative under this Contract Agreement shall be:

Michael Chanin  
1000 Marietta Street NW, #290  
Atlanta, Georgia 30318  
Email: [michael@cherrystreetenergy.com](mailto:michael@cherrystreetenergy.com)  
Phone: (404) 589-1830

**XV.** Section 12.6.1 of the SEPA is amended to provide that the following Persons are identified by Service Provider as Key Service Provider Personnel under this Contract Agreement:

- (a) Dr. Ben Damiani, Chief Technical Officer

- (b) Gordon Hilbun, Vice President of Operations
- (c) Taff Goodman, Director of Construction
- (d) Frank Gaudio, Senior Customer Success Manager

**XVI.** Section 13.1 of the SEPA is amended to provide that the County Authorized Representative under this Contract Agreement shall be:

Jessica Lavender  
Energy & Sustainability  
Department of Real Estate & Asset Management  
141 Pryor Street SW, Suite G119  
Atlanta, Georgia 30303  
Phone: (404) 536-1310  
Email: [Jessica.Lavender@fultoncountyga.gov](mailto:Jessica.Lavender@fultoncountyga.gov)

**XVII.** Section 27.1 of the SEPA is amended to provide that any notice under the Contract Agreement shall be in writing and sent to the following via the means set forth in Section 27.1:

By Service Provider to: Jessica Lavender  
Energy & Sustainability  
Department of Real Estate & Asset Management  
141 Pryor Street SW, Suite G119  
Atlanta, Georgia 30303  
Email: [Jessica.Lavender@fultoncountyga.gov](mailto:Jessica.Lavender@fultoncountyga.gov)

With a copy to: Director  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [Felicia.Strong-Whitaker@fultoncountyga.gov](mailto:Felicia.Strong-Whitaker@fultoncountyga.gov)

Office of the County Attorney  
141 Pryor Street SW, Suite 4038  
Atlanta, Georgia 30303  
Attn: Soo Jo  
Email: [Soo.Jo@fultoncountyga.gov](mailto:Soo.Jo@fultoncountyga.gov)

**IN WITNESS WHEREOF**, County and Service Provider have executed this Third Amendment by their duly authorized officers as of the \_\_\_ day of \_\_\_\_\_ 2024.

**OWNER:**

**SERVICE PROVIDER:**

**FULTON COUNTY, GEORGIA**

**CHERRY STREET ASSET  
MANAGEMENT HOLDINGS, LLC**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
County Board of Commissioners

\_\_\_\_\_  
By: Michael Chanin  
Its: Chief Executive Officer

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

\_\_\_\_\_  
By:

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

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Y. Soo Jo  
County Attorney

\_\_\_\_\_

APPROVED AS TO CONTENT:

Notary Public  
County : \_\_\_\_\_

Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Joseph Davis, Director  
Department of Real Estate and Asset  
Management

ITEM# \_\_\_\_\_ RM: \_\_\_\_\_





Fulton County - Site Details												
Name	Site Address	Initial System				Maximum Amounts				AC/DC Ratio	Yield (Annual)	kWh (Annual)
		Size AC	Size DC	Panels	Inverters	Peak Demand	System Size	20-Yr Payment				
Metropolitan Branch	1332 Metropolitan Pkwy SW	37.6	48.9	134	3	149	186.3	\$442,171	1.3	1,450	270,135	
Northwest Branch	1821 Hollywood Rd NW	99.8	119.7	328	1	146	182.5	\$428,338	1.2	1,450	264,625	
College Park Regional Health Center	920 John Wesley Ave	113.0	120.28	282	2	192	240	\$891,881	1.06	1,450	348,000	
Alpharetta Branch	10 Park Plaza	66.6	79.9	219	2	202	252.5	\$592,630	1.2	1,450	366,125	
Southeast Atlanta Branch	1463 Pryor Rd	67.0	71	194	1	215	268.8	\$630,884	1.06	1,450	389,760	
Neighborhood Union Health Ctr	186 Sunset Ave NW	25.0	26	71	2	56	70	\$164,300	1.04	1,450	101,500	
Wolf Creek Library	3100 Enon Rd	100.0	100	274	1	288	360	\$844,922	1	1,450	522,000	
				1512	11			\$3,995,126				

**Fulton County - Energy Based Payment Rate per kWh**

<b>Year</b>	<b>Charge for Output</b>	<b>Escalator</b>
1	\$0.0700	1.50%
2	\$0.0711	
3	\$0.0721	
4	\$0.0732	
5	\$0.0743	
6	\$0.0754	
7	\$0.0765	
8	\$0.0777	
9	\$0.0789	
10	\$0.0800	
11	\$0.0812	
12	\$0.0825	
13	\$0.0837	
14	\$0.0849	
15	\$0.0862	
16	\$0.0875	
17	\$0.0888	
18	\$0.0902	
19	\$0.0915	
20	\$0.0929	

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## Exhibit A-1

### Services and Additional Compensation – Additional Facilities

\*Oak Hill Family Center is one building, but it is listed four times due to the number of electric meters.

Site Name	Fulton County - Maximum Annual Payment Per Facility																			
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Hapeville Branch	\$3,537.27	\$3,608.02	\$3,680.18	\$3,753.78	\$3,828.86	\$3,905.44	\$3,983.55	\$4,063.22	\$4,144.48	\$4,227.37	\$4,311.92	\$4,398.16	\$4,486.12	\$4,575.84	\$4,667.36	\$4,760.71	\$4,855.92	\$4,953.04	\$5,052.10	\$5,153.14
Fulton - Southeast Neighborhood Senior Center	\$3,854.56	\$3,931.65	\$4,010.28	\$4,090.49	\$4,172.30	\$4,255.74	\$4,340.86	\$4,427.68	\$4,516.23	\$4,606.55	\$4,698.69	\$4,792.66	\$4,888.51	\$4,986.28	\$5,086.01	\$5,187.73	\$5,291.48	\$5,397.31	\$5,505.26	\$5,615.36
Fulton - Northside Branch	\$5,090.62	\$5,192.44	\$5,296.29	\$5,402.21	\$5,510.26	\$5,620.46	\$5,732.87	\$5,847.53	\$5,964.48	\$6,083.77	\$6,205.44	\$6,329.55	\$6,456.14	\$6,585.27	\$6,716.97	\$6,851.31	\$6,988.34	\$7,128.10	\$7,270.67	\$7,416.08
Fulton - New Horizons Senior Center	\$4,764.64	\$4,859.93	\$4,957.13	\$5,056.27	\$5,157.40	\$5,260.55	\$5,365.76	\$5,473.07	\$5,582.53	\$5,694.19	\$5,808.07	\$5,924.23	\$6,042.72	\$6,163.57	\$6,286.84	\$6,412.58	\$6,540.83	\$6,671.65	\$6,805.08	\$6,941.18
Fulton - Dogwood Branch	\$5,623.28	\$5,735.74	\$5,850.46	\$5,967.47	\$6,086.82	\$6,208.55	\$6,332.72	\$6,459.38	\$6,588.57	\$6,720.34	\$6,854.74	\$6,991.84	\$7,131.68	\$7,274.31	\$7,419.80	\$7,568.19	\$7,719.56	\$7,873.95	\$8,031.43	\$8,192.05
Fulton - Housing and Human Services	\$6,030.25	\$6,150.85	\$6,273.87	\$6,399.35	\$6,527.33	\$6,657.88	\$6,791.04	\$6,926.86	\$7,065.40	\$7,206.70	\$7,350.84	\$7,497.85	\$7,647.81	\$7,795.78	\$7,956.78	\$8,115.92	\$8,278.24	\$8,443.80	\$8,612.68	\$8,784.93
Fulton - Dogwood Senior Center	\$6,612.67	\$6,744.92	\$6,879.82	\$7,017.42	\$7,157.77	\$7,300.92	\$7,446.94	\$7,595.88	\$7,747.80	\$7,902.75	\$8,060.81	\$8,222.02	\$8,386.46	\$8,554.19	\$8,725.28	\$8,899.78	\$9,077.78	\$9,259.33	\$9,444.52	\$9,633.41
Fulton - College Park Branch	\$5,952.33	\$6,071.37	\$6,192.80	\$6,316.66	\$6,442.99	\$6,571.85	\$6,703.29	\$6,837.35	\$6,974.10	\$7,113.58	\$7,255.85	\$7,400.97	\$7,548.99	\$7,699.97	\$7,853.97	\$8,011.05	\$8,171.27	\$8,334.70	\$8,501.39	\$8,671.42
Fulton - Oak Hill Family Center	\$6,149.65	\$6,272.65	\$6,398.10	\$6,526.06	\$6,656.58	\$6,789.71	\$6,925.51	\$7,064.02	\$7,205.30	\$7,349.40	\$7,496.39	\$7,646.32	\$7,799.25	\$7,955.23	\$8,114.34	\$8,276.62	\$8,442.16	\$8,611.00	\$8,783.22	\$8,958.88
Fulton - Washington Park Library	\$6,206.34	\$6,330.47	\$6,457.08	\$6,586.22	\$6,717.95	\$6,852.30	\$6,989.35	\$7,129.14	\$7,271.72	\$7,417.15	\$7,565.50	\$7,716.81	\$7,871.14	\$8,028.57	\$8,189.14	\$8,352.92	\$8,519.98	\$8,690.38	\$8,864.19	\$9,041.47
Fulton - Adamsville/Collier Heights Branch	\$7,318.67	\$7,465.04	\$7,614.34	\$7,766.63	\$7,921.96	\$8,080.40	\$8,242.01	\$8,406.85	\$8,574.99	\$8,746.49	\$8,921.42	\$9,099.84	\$9,281.84	\$9,467.48	\$9,656.83	\$9,849.96	\$10,046.96	\$10,247.90	\$10,452.86	\$10,661.92
Auburn Avenue Research Library	\$7,314.45	\$7,460.74	\$7,609.96	\$7,762.15	\$7,917.40	\$8,075.72	\$8,237.26	\$8,402.01	\$8,570.05	\$8,741.45	\$8,916.28	\$9,094.60	\$9,276.49	\$9,462.02	\$9,651.26	\$9,844.29	\$10,041.18	\$10,242.00	\$10,446.84	\$10,655.78
Fulton - Kirkwood Branch	\$6,824.97	\$6,961.47	\$7,100.70	\$7,242.72	\$7,387.57	\$7,535.35	\$7,686.03	\$7,839.75	\$7,996.54	\$8,156.48	\$8,319.68	\$8,486.00	\$8,655.72	\$8,828.83	\$9,005.41	\$9,185.52	\$9,369.23	\$9,556.61	\$9,747.74	\$9,942.70
Fulton - West Mental Health Center	\$6,554.44	\$6,685.53	\$6,819.24	\$6,955.62	\$7,094.74	\$7,236.63	\$7,381.36	\$7,528.99	\$7,679.57	\$7,833.16	\$7,989.82	\$8,149.62	\$8,312.61	\$8,478.87	\$8,648.44	\$8,821.41	\$8,997.84	\$9,177.80	\$9,361.35	\$9,548.58
Fulton - New Beginnings Senior Center	\$7,600.12	\$7,752.12	\$7,907.16	\$8,065.30	\$8,226.61	\$8,391.14	\$8,558.97	\$8,730.14	\$8,904.75	\$9,082.84	\$9,264.50	\$9,449.79	\$9,638.79	\$9,831.56	\$10,028.19	\$10,228.76	\$10,433.33	\$10,642.00	\$10,854.84	\$11,071.93
Fulton - Cleveland Avenue Branch Library	\$8,125.24	\$8,287.74	\$8,453.49	\$8,622.56	\$8,795.02	\$8,970.92	\$9,150.33	\$9,334.34	\$9,520.01	\$9,710.41	\$9,904.62	\$10,102.71	\$10,304.76	\$10,510.86	\$10,721.08	\$10,935.50	\$11,154.21	\$11,377.29	\$11,604.84	\$11,836.93
Fulton - Oak Hill Family Center	\$7,943.25	\$8,102.11	\$8,264.16	\$8,429.44	\$8,598.03	\$8,769.99	\$8,945.39	\$9,124.30	\$9,306.78	\$9,492.92	\$9,682.78	\$9,876.43	\$10,073.96	\$10,275.44	\$10,480.95	\$10,690.57	\$10,904.38	\$11,122.47	\$11,344.92	\$11,571.81
Fulton - Ponce De Leon Branch	\$8,817.60	\$9,095.95	\$9,277.87	\$9,463.43	\$9,652.70	\$9,845.75	\$10,042.67	\$10,243.52	\$10,448.39	\$10,657.36	\$10,870.50	\$11,087.92	\$11,309.67	\$11,535.87	\$11,766.58	\$12,001.92	\$12,241.95	\$12,486.79	\$12,736.53	\$12,991.26
Fulton - Adams Park Branch	\$8,615.64	\$8,787.95	\$8,963.71	\$9,142.99	\$9,325.85	\$9,512.36	\$9,702.61	\$9,896.66	\$10,094.60	\$10,296.49	\$10,502.40	\$10,712.47	\$10,926.71	\$11,145.25	\$11,368.15	\$11,595.52	\$11,827.43	\$12,063.98	\$12,305.26	\$12,551.36
Fulton - Oak Hill Family Center	\$9,363.19	\$9,550.45	\$9,741.46	\$9,936.29	\$10,135.01	\$10,337.71	\$10,544.47	\$10,755.36	\$10,970.46	\$11,189.87	\$11,413.67	\$11,641.94	\$11,874.78	\$12,112.28	\$12,354.52	\$12,601.61	\$12,853.65	\$13,110.72	\$13,372.93	\$13,640.39
Fulton - Ocee Branch Library	\$9,621.31	\$9,813.74	\$10,010.01	\$10,210.21	\$10,414.42	\$10,622.71	\$10,835.16	\$11,051.86	\$11,272.90	\$11,498.36	\$11,728.33	\$11,962.89	\$12,202.15	\$12,446.19	\$12,695.12	\$12,949.02	\$13,208.00	\$13,472.16	\$13,741.60	\$14,016.43
Fulton - Palmetto Branch Library	\$9,346.68	\$9,533.61	\$9,724.29	\$9,918.77	\$10,117.15	\$10,319.49	\$10,525.88	\$10,736.46	\$10,951.13	\$11,170.15	\$11,393.55	\$11,621.42	\$11,854.85	\$12,093.95	\$12,332.75	\$12,579.40	\$12,830.99	\$13,087.61	\$13,349.36	\$13,616.35
Fulton - Oak Hill Family Center	\$9,632.39	\$9,825.04	\$10,021.54	\$10,221.97	\$10,426.41	\$10,634.94	\$10,847.64	\$11,064.59	\$11,285.88	\$11,511.60	\$11,741.83	\$11,976.67	\$12,216.20	\$12,460.52	\$12,709.73	\$12,963.93	\$13,223.21	\$13,487.67	\$13,757.42	\$14,032.57
Fulton - Aviation Culture Center	\$10,841.74	\$11,058.57	\$11,279.75	\$11,505.34	\$11,735.45	\$11,970.16	\$12,209.56	\$12,453.75	\$12,702.83	\$12,956.88	\$13,216.02	\$13,480.34	\$13,749.95	\$14,024.95	\$14,305.45	\$14,591.55	\$14,883.39	\$15,181.05	\$15,484.67	\$15,794.37
Fulton - Quality Living Services Senior Center	\$13,207.97	\$13,472.13	\$13,741.57	\$14,016.40	\$14,296.73	\$14,582.66	\$14,874.32	\$15,171.80	\$15,475.24	\$15,784.74	\$16,100.44	\$16,422.45	\$16,750.89	\$17,085.91	\$17,427.63	\$17,776.18	\$18,131.71	\$18,494.34	\$18,864.23	\$19,241.51
Fulton - North Fulton Service Center	\$13,597.79	\$13,869.74	\$14,147.14	\$14,430.08	\$14,718.68	\$15,013.06	\$15,313.32	\$15,619.58	\$15,931.98	\$16,250.61	\$16,575.63	\$16,907.14	\$17,245.28	\$17,590.19	\$17,941.99	\$18,300.83	\$18,666.85	\$19,040.19	\$19,420.99	\$19,809.41
Fulton - East Point Library	\$12,433.86	\$12,682.53	\$12,936.18	\$13,194.91	\$13,458.80	\$13,727.98	\$14,002.54	\$14,282.59	\$14,568.24	\$14,859.61	\$15,156.80	\$15,459.94	\$15,769.13	\$16,084.52	\$16,406.21	\$16,734.33	\$17,069.02	\$17,410.40	\$17,758.61	\$18,113.78
Fulton - Buckhead Branch Library	\$11,817.23	\$12,053.57	\$12,294.64	\$12,540.54	\$12,791.35	\$13,047.17	\$13,308.12	\$13,574.28	\$13,845.77	\$14,122.68	\$14,405.13	\$14,693.24	\$14,987.10	\$15,286.84	\$15,592.58	\$15,904.43	\$16,222.52	\$16,546.97	\$16,877.91	\$17,215.47
Fulton - Sandy Springs Branch Library	\$15,724.74	\$16,039.23	\$16,360.02	\$16,687.22	\$17,020.96	\$17,361.38	\$17,708.61	\$18,062.78	\$18,424.04	\$18,792.52	\$19,168.37	\$19,551.74	\$19,942.77	\$20,341.63	\$20,748.46	\$21,163.43	\$21,586.70	\$22,018.43	\$22,458.80	\$22,907.98
Fulton - Palmetto Neighborhood Senior Center	\$15,815.25	\$16,131.55	\$16,454.18	\$16,783.27	\$17,118.93	\$17,461.31	\$17,810.54	\$18,166.75	\$18,530.08	\$18,900.68	\$19,278.70	\$19,664.27	\$20,057.56	\$20,458.71	\$20,867.88	\$21,285.24	\$21,710.94	\$22,145.16	\$22,588.07	\$23,039.83
Fulton - Powell Juvenile Justice Center	\$17,172.30	\$17,515.75	\$17,866.06	\$18,223.38	\$18,587.85	\$18,959.61	\$19,338.80	\$19,725.58	\$20,120.09	\$20,522.49	\$20,932.94	\$21,351.60	\$21,778.63	\$22,214.20	\$22,658.49	\$23,111.66	\$23,573.89	\$24,045.37	\$24,526.28	\$25,016.80
Fulton - H.J.C. Bowden Senior Center	\$17,536.81	\$17,887.55	\$18,245.30	\$18,610.21	\$18,982.41	\$19,362.06	\$19,749.30	\$20,144.29	\$20,547.17	\$20,958.12	\$21,377.28	\$21,804.82	\$22,240.92	\$22,685.74	\$23,140.45	\$23,602.24	\$24,074.29	\$24,555.77	\$25,046.89	\$25,547.83
Fulton - Northeast Spruill Oaks Library	\$16,704.49	\$17,038.58	\$17,379.35	\$17,726.94	\$18,081.47	\$18,443.10	\$18,811.97	\$19,188.20	\$19,571.97	\$19,963.41	\$20,362.68	\$20,769.93	\$21,185.33	\$21,609.04	\$22,041.22	\$22,482.04	\$22,931.68	\$23,390.31	\$23,858.12	\$24,335.28
Fulton - East Roswell Branch Library	\$18,088.71	\$18,450.48	\$18,819.49	\$19,195.88	\$19,579.80	\$19,971.39	\$20,370.82	\$20,778.24	\$21,193.80	\$21,617.68	\$22,050.03	\$22,491.03	\$22,940.86	\$23,399.67	\$23,867.67	\$24,345.02	\$24,831.92	\$25,328.56	\$25,835.13	\$26,351.83
Fulton - Gladys S. Dendard Library	\$20,848.05	\$21,265.02	\$21,690.32	\$22,124.13	\$22,566.61	\$23,017.94	\$23,478.30	\$23,947.87	\$24,426.82	\$24,915.36	\$25,413.67	\$25,921.94	\$26,440.38	\$26,969.19	\$27,508.57	\$28,058.74	\$28,619.92	\$29,192.32	\$29,776.16	\$30,371.69
Fulton - Medical Examiners Facility	\$26,438.51	\$26,967.28	\$27,506.62	\$28,056.76	\$28,617.89	\$29,190.25	\$29,774.05	\$30,369.53	\$30,976.92	\$31,596.46	\$32,228.39	\$32,872.96	\$33,530.42	\$34,201.03	\$34,885.05	\$35,582.75	\$36,294.40	\$37,020.29	\$37,760.70	\$38,515.91
Fulton - Evelyn Lowery Library at Cascade	\$29,667.81	\$30,261.17	\$30,866.39	\$31,483.77	\$32,113.39	\$32,755.66	\$33,410.77	\$34,078.99	\$34,760.57	\$35,455.78	\$36,164.90	\$36,888.19	\$37,625.96	\$38,378.48	\$39,146.05	\$39,928.97	\$40,727.55	\$41,542.10	\$42,372.94	\$43,220.40
Fulton - South Fulton Service Center	\$31,424.90	\$32,053.40	\$32,694.47	\$33,348.36	\$34,015.32	\$34,695.63	\$35,389.54	\$36,097.33	\$36,819.28	\$37,555.66	\$38,306.78	\$39,072.79	\$39,854.37	\$40,651.46	\$41,464.49	\$42,293.78	\$43,139.65	\$44,002.45	\$44,882.50	\$45,780.15
Fulton - Fulton County Board of Health	\$31,298.53	\$31,924.50	\$32,562.99	\$33,214.25	\$33,878.53	\$34,556.10	\$35,247.23	\$35,952.17	\$36,671.21	\$37,404.64	\$38,152.73	\$38,915.79	\$39,694.10	\$40,487.98	\$41,297.74	\$42,123.70	\$42,966.87	\$43,825.49	\$44,702.00	\$45,596.04
Fulton - Animal Services Facility	\$30,930.44	\$31,549.05	\$32,180.03	\$32,823.63	\$33,480.11	\$34,149.71	\$34,832.73	\$35,529.36	\$36,239.94	\$36,964.74	\$37,704.04	\$38,458.12	\$39,227.28	\$40,011.83	\$40,812.06	\$41,628.30	\$42,460.87	\$43,310.09	\$44,176.29	\$45,059.31
Fulton - Helene S Mills Senior Center	\$30,983.64	\$31,603.31	\$32,235.37	\$32,880.08	\$33,537.68	\$34,208.44	\$34,892.61	\$35,590.46	\$36,302.27	\$37,028.31	\$37,768.88	\$38,524.26	\$39,294.74	\$40,080.64	\$40,882.25	\$41,699.89	\$42,533.89	\$43,384.57	\$44,252.26	\$45,137.82
Fulton - Milton Branch Library	\$29,943.25	\$30,542.12	\$31,152.96	\$31,776.02	\$32,411.54	\$33,059.77	\$33,720.96	\$34,395.3												

Fulton County - Site Details											
Name	Site Address	Initial size				Max. Amounts				Specific Yield (annual)	kWh annual
		Size AC	Size DC	Panels	Inverters	Peak Demand	System Size	20-Yr Payment	DC/AC Ratio		
Hapeville Branch	525 KING-ARNOLD ST	33	16.6	32	1	24.474	30.5925	\$85,946.47	0.503030303	1422	23,660.70
Fulton - Southeast Neighborhood Senior Center	1650 NEW TOWN CIR SE ATLANTA GA 30315	33.3	20.8	40	1	28.96	36.2	\$93,655.63	0.624624625	1,239.60	25,783.00
Fulton - Northside Branch	3295 Northside Pkwy NW	33	23	44	1	26.52	33.15	\$123,688.79	0.696969697	1455	34,051.00
Fulton - New Horizons Senior Center	745 ORR ST NW ATLANTA GA 30314	33	24.4	47	1	43.44	54.3	\$115,768.21	0.739393939	1304	31,870.50
Fulton - Dogwood Branch	1838 DONLD LEE HLLWL PKWY NW	33.3	25.5	49	1	26.76	33.45	\$136,630.87	0.765765766	1,476.20	37,613.90
Fulton - Housing and Human Services	137 PEACHTREE ST SW	24	29	56	1	105.6	132	\$146,519.14	1.208333333	1360	40,336.10
Fulton - Dogwood Senior Center	1953 DONLD-LEE-HLLWL PKWY NW	33.3	29.60	57	1	29.2	36.5	\$160,670.47	0.888888889	1,492.30	44,231.90
Fulton - College Park Branch	3647 Main St SL	33	30.7	59	1	404.8	506	\$144,625.90	0.93030303	1297	39,814.90
Fulton - Oak Hill Family Center	2807 Metropolitan Pkwy Sw	33	31.7	61	1	57.84	72.3	\$149,420.38	0.960606061	1296	41,134.80
Fulton - Washington Park Library	1116 MARTN LTHR KNG JR DR SW ATLANTA GA 30314	33.3	32.8	63	1	27.6	34.5	\$150,797.81	0.984984985	1,267.20	41,514.00
Fulton - Adamsville/Collier Heights Branch	3424 MARTN LTHR KNG JR DR SW ATLANTA GA 30331	33	33	63	1	37.8	47.25	\$177,824.38	1	1448	48,954.30
Auburn Avenue Research Library	101 AUBURN AVE NE	33	33.3	64	1	215.96	269.95	\$177,721.94	1.009090909	1,470.00	48,926.10
Fulton - Kirkwood Branch	2024 Boulevard Dr NW / Hosea L Williams DR NE	33	33.8	65	1	29.88	37.35	\$165,828.92	1.024242424	1351	45,652.00
Fulton - West Mental Health Center	475 FAIRBURN RD ATLANTA GA 30331	33.3	33.8	65	1	38.88	48.6	\$159,255.62	1.015015015	1297	43,842.40
Fulton - New Beginnings Senior Center	66 Brooks Dr	33.3	35.4	68	1	61	76.25	\$184,662.84	1.063063063	1,437.70	50,836.90
Fulton - Cleveland Avenue Branch Library	47 Cleveland Ave SW	33	37.4	72	1	67.12	83.9	\$197,421.85	1.133333333	1,451.60	54,349.40
Fulton - Oak Hill Family Center	2806 Metropolitan Pkwy Sw	33	39.5	76	1	48.04	60.05	\$193,000.06	1.196969697	1344	53,132.10
Fulton - Ponce De Leon Branch	980 PONCE DE LEON AVE NE ATLANTA GA 3030	33.3	40.60	78	1	38.64	48.3	\$216,674.23	1.219219219	1,470.60	59,649.50
Fulton - Adams Park Branch	2231 Campbellton Rd SW School	33	42.8	82	1	48.96	61.2	\$209,337.39	1.296969697	1351	57,629.70
Fulton - Oak Hill Family Center	2808 Metropolitan Pkwy Sw Education Wing	33	45.2	87	1	79.68	99.6	\$227,500.77	1.369696967	1384	62,630.00
Fulton - Ocee Branch Library	5090 ABBOTTS BRIDGE RD	50	45.2	87	1	141	176.25	\$233,772.57	0.904	1,422.60	64,356.60
Fulton - Palmetto Branch Library	9111 CASCADE PALMETTO HWYLIB	33	45.8	88	1	63	78.75	\$227,099.75	1.387878788	1366	62,519.60
Fulton - Oak Hill Family Center	2805 Metropolitan Pkwy Sw	50	48.9	94	1	86.52	108.15	\$234,041.73	0.978	1318	64,430.70
Fulton - Aviation Culture Center	3900 AVIATION CIR	50	50.4	97	1	74.4	93	\$263,425.77	1.008	1437.7	72,520.00
Fulton - Quality Living Services Senior Center	4001 Danforth Rd SW UNIT MBLD	50	58.8	113	1	88.44	110.55	\$320,918.84	1.176	1,503.50	88,347.60
Fulton - North Fulton Service Center	7741 Roswell Rd NE	50	65	125	1	203.76	254.7	\$330,390.47	1.3	1399	90,955.10
Fulton - East Point Library	2757 MAIN ST	62.5	67	129	1	53.6	67	\$302,109.98	1.072	1230	83,169.60
Fulton - Buckhead Branch Library	269 BUCKHEAD AVE NE	62	68	131	1	62.64	78.3	\$287,127.55	1.096774194	1160	79,045.00
Fulton - Sandy Springs Branch Library	395 Mount Vernon Hwy NE	62.5	72.8	140	1	105.54	131.925	\$382,069.80	1.1648	1,444.00	105,182.20
Fulton - Palmetto Neighborhood Senior Center	510 TURNER AVE	62.5	74.9	144	1	56	70	\$384,268.89	1.1984	1412.8	105,787.60
Fulton - Powell Juvenile Justice Center	395 PRYOR ST SW ATLANTA GA 30312	62.5	78	150	1	613	766.25	\$417,241.79	1.248	1,473	114,864.90
Fulton - H.J.C. Bowden Senior Center	2885 Church St	62.5	82.2	158	1	177.02	221.275	\$426,098.44	1.3152	1427	117,303.10
Fulton - Northeast Spruill Oaks Library	9560 SPRUILL RD	62.5	82.7	159	1	115	143.75	\$405,875.10	1.3232	1351	111,735.70
Fulton - East Roswell Branch Library	2301 HOLCOMB BRIDGE RD	100	88.4	170	1	120	150	\$439,508.02	0.884	1,368.70	120,994.70
Fulton - Gladys S. Dennard Library	4055 Flat Shoals Rd	100	94	181	1	138.2	172.75	\$506,553.00	0.94	1473.5	139,451.90
Fulton - Medical Examiners Facility	430 Pryor St SW	100	120	231	1	200.56	250.7	\$642,386.18	1.2	1472	176,846.20
Fulton - Evelyn Lowery Library at Cascade	3665 Cascade Rd _MTR SVC + NECLTS	125	136.2	262	2	167.52	209.4	\$720,849.79	1.0896	1,457	198,446.90
Fulton - South Fulton Service Center	5600 Stonewall Tell Rd SW	125	142.5	274	2	168.88	211.1	\$763,542.42	1.14	1475.4	210,200.00
Fulton - Fulton County Board of Health	4700 NORTHPOINT PKWY UNIT ALPHARETTA GA 30022	125	143	275	2	471.84	589.8	\$760,471.90	1.144	1,464.00	209,354.70
Fulton - Animal Services Facility	1251 FULTON-INDUSTRIAL BLVD	125	145	279	2	301.68	377.1	\$751,528.43	1.16	1,426.00	206,892.60
Fulton - Helene S Mills Senior Center	515 JOHN WESLEY DOBBS AVE ATLANTA GA 30312	125	145	279	2	245.76	307.2	\$752,820.86	1.16	1428	207,248.40
Fulton - Milton Branch Library	855 Mayfield Rd	125	149.8	288	2	159.72	199.65	\$727,542.23	1.1984	1,337.40	200,289.30
Fulton - Union City Jail	6500 WATSON ST UNION CITY GA 30291	150	160.2	308	3	161.22	201.525	\$866,463.36	1.068	1,489.30	238,533.70
Fulton - Harriett G Darnell Senior Center	677 FAIRBURN RD NW	150	181	348	3	270.72	338.4	\$920,990.53	1.206666667	1,401.10	253,544.80
Fulton - Dorothy C Benson Senior Complex	6500 VERNON-WOODS DR	187.5	235	452	3	317.64	397.05	\$1,205,889.93	1.253333333	1,412.40	331,976.40
Fulton - Water Op Center Tax Commissioner	11575 Maxwell Rd	200	259.5	499	4	301.32	376.65	\$1,309,717.53	1.2975	1,389.50	360,559.70
Fulton - Justice Center Tower	185 CENTRAL AVE - Justice center tower	225	276.1	531	4	3083.4	3854.25	\$1,472,933.98	1.227111111	1,468.50	405,492.50
Fulton - Fulton County Jail Complex	901 RICE ST NW ATLANTA GA 30303	342	436	838	17	1620.54	2025.675	\$2,368,848.94	1.274853801	1494	652,134.10
Fulton - Little River Water Reclamation	2415 Cox Rd / Little River Water Reclamation	437	511	983	7	393.6	492	\$2,874,436.79	1.169336384	1,546.50	791,320.30

**Fulton County - Energy Based Payment Rate per kWh - New Sites Only**

<b>Year</b>	<b>Charge for Output</b>	<b>Escalator</b>
1	\$0.1150	2.00%
2	\$0.1173	
3	\$0.1196	
4	\$0.1220	
5	\$0.1245	
6	\$0.1270	
7	\$0.1295	
8	\$0.1321	
9	\$0.1347	
10	\$0.1374	
11	\$0.1402	
12	\$0.1430	
13	\$0.1458	
14	\$0.1488	
15	\$0.1517	
16	\$0.1548	
17	\$0.1579	
18	\$0.1610	
19	\$0.1642	
20	\$0.1675	

## Exhibit A-2

### SERVICES AND ADDITIONAL COMPENSATION TERMS

#### BATTERY ENERGY STORAGE ADDITIONS

##### Metropolitan Branch Library:

System Specifications: Two (2) Sonnen ecoLinx 100 lithium-ion battery energy storage system with a net nameplate capacity of 60 kW-DC and a total (three-hour) useable Energy capacity of 180 kWh.

Energy-Based Payments: commencing on the Commercial Operation Date of the Battery Energy Storage System, the annual price (\$/kWh) for all Solar Energy produced and delivered to the Delivery Point by the Solar Facility and shall be \$0.10 per kWh, subject to annual escalation of 1.5% on each anniversary of such Commercial Operation Date during each year of the applicable Term.

Resiliency Services: Service Provider shall at all times reserve 120 kWh of the BESS Energy capacity for Resiliency Services. The remaining BESS Energy capacity (60 kWh) shall be reserved to Service Provider for the provision of Demand Management Services to the County and for research and development (R&D) purposes as described in the Demand Management Services section below.

Contract Resiliency Rate: In consideration of Service Provider's provision of the Resiliency Services, the County shall pay Service Provider a Contract Resiliency Rate of \$250/month; provided, however, that upon payment to Service Provider of resiliency grant funds totaling One Hundred Forty Thousand Dollars (\$140,000.00), which payment County shall accomplish within thirty (30) days of the execution date of the Amendment adding BESS at the Metropolitan Branch Library, the Contract Resiliency Rate for the Term shall be zero dollars (\$0) per month.

Demand Management Services: For no additional compensation, Service Provider shall use BESS Energy capacity not reserved for Resiliency Services, consisting of 60 kWh, to provide Demand Management Services to the County. The Parties acknowledge and agree that for the first twelve (12) months following the Commercial Operation Date of the BESS (the "R&D Phase"), the Demand Management Services provided under this Agreement will be in an exploratory, research and development (R&D), and beta testing phase. The purpose is for both Parties to learn and gather insights, rather than to achieve any guaranteed outcome or deliverable. The Service Provider makes no warranties or representations regarding the results, performance, functionality, or any other aspect of the Demand Management Services provided hereunder during the R&D Phase, and for such period, the Demand Management Services are

provided “as is” and “as available” without guarantee. During the R&D Phase, both Parties agree to approach this engagement with a spirit of experimentation and mutual learning, and neither Party shall have any liability to the other for the results, or lack thereof, arising from the Demand Management Services. At the conclusion of the R&D Phase, the Parties agree to meet and confer in good faith to discuss amending the Agreement to incorporate more specific provisions governing the Demand Management Services, such as operational parameters, savings guarantees, and compensation to Service Provider for the performance of such services.

Charging Energy: For the avoidance of doubt, the County shall be responsible for paying the cost of all Energy used to charge the BESS, whether such Energy is subsequently discharged for Resiliency Services or Demand Management Services, either by paying Service Provider for Solar Energy delivered to Delivery Point and subsequently fed into the BESS or by paying the County’s Electric Service Provider for grid Energy delivered to the County’s utility meter and subsequently fed into the BESS.

**Energy Based Payment Rate per kWh – Metropolitan Branch Library Only:**

		Fulton County - Metropolitan Library			
		Annual Period	Annual kWh	SEPA Rate	Expected annual Payment
		1	178,543	\$0.070	\$18,909
		2	177,654	\$0.071	\$19,193
		3	176,771	\$0.072	\$19,481
		4	175,891	\$0.073	\$19,773
<b>Customer Example</b>		5	175,016	\$0.100	\$20,127
System Size(kW DC)	114	6	174,141	\$0.102	\$20,327
Annual Utilized Energy	175,016	7	173,270	\$0.103	\$20,528
SEPA Rate (yr 1)	\$0.100	8	172,404	\$0.111	\$22,004
Escalation Rate	1.5%	9	171,542	\$0.113	\$22,223
Discount Rate	5.0%	10	170,684	\$0.114	\$22,443
		11	169,831	\$0.116	\$22,666
		12	168,982	\$0.118	\$22,891
		13	168,137	\$0.120	\$23,118
		14	167,296	\$0.121	\$23,348
		15	166,459	\$0.123	\$23,579
		16	165,627	\$0.125	\$23,813
		17	164,799	\$0.127	\$24,050
		18	163,975	\$0.129	\$24,288
		19	163,155	\$0.131	\$24,529
		20	162,339	\$0.133	\$24,773
				<b>Max Contract Value</b>	<b>\$442,064</b>
				includes a 15% premium	

BESS Year One