



FIRST AMENDMENT TO CONNECT SERVICES AGREEMENT

Reference: Bigbelly Connect Services Agreement No. 10161 between City of Manhattan Beach, CA and Big Belly Solar, Inc. dated as of March 5, 2018 (the “Agreement”).

THIS FIRST AMENDMENT to the above-referenced Agreement (the “First Amendment”) is entered into effective as of _____ (the “First Amendment Effective Date”) by and between City of Manhattan Beach, CA (the “Customer”) and Big Belly Solar, LLC, a Delaware limited liability company (“Bigbelly”). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

WHEREAS, Bigbelly, as assignee of Big Belly Solar, Inc., and Customer are parties to the above-referenced Agreement pursuant to which the Customer is presently leasing, for a thirty-six (36) month Term that expires on August 14, 2021, the following Bigbelly Smart Waste Systems: seven (7) HC5/HC5 Double Stations, all with Wraps (the “Original Equipment”);

WHEREAS, Customer desires to lease, for a Connect Lease Term that is Co-Termed with the Renewal Term of the Original Equipment, as defined below, one (1) additional HC5HC5 Double Station, with Anti-Graffiti Wrap and 2 HC Foot Pedals (the “Additional Equipment”); and

WHEREAS, the Customer and Bigbelly now desire to make certain modifications and amendments to the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

- Amendment of the Term.** The parties hereby extend the Term set forth in the Agreement for thirty-six (36) months after the current expiration thereof, upon which the Agreement shall automatically terminate unless otherwise mutually agreed in writing among the parties (the “Renewal Term”). (For clarity, the new expiration/renewal date will be August 14, 2024.)
- Fees and Payment Terms.** Customer agrees to pay the following Service Fee in compensation for the extension contemplated by this Amendment. The Payment Terms of the Agreement shall remain the same.

Renewal Equipment:	
Qty. 7 HC5/HC5 Double Stations all with Wraps	
Renewal Term Service Fee:	
Total Monthly System Cost	\$1,856.47

- Effective as of the Effective Date of this First Amendment, the Equipment/Hardware Configuration table set forth in the Connect Service Schedule on the first page of the Agreement is amended by adding the Additional Equipment identified below and the related Connect Services Fees and One-Time Fees for the Additional Equipment:

Additional Equipment/Hardware Configuration:	
Qty. 1 HC5/HC5 Double Station with Anti-Graffiti Wraps and 2 HC Foot Pedals	
Additional Equipment Connect Services Fees:	
Total Monthly System Cost	\$265.21
Additional Equipment One-Time Fees:	
Shipping Charges	\$300.00
Original Equipment Connect Services Fees:	
Total Monthly System Cost	\$1,856.47
Existing and Additional Equipment Total Aggregate Monthly System Cost	\$2,121.68

4. The initial Term of the Agreement with respect to the Additional Equipment shall commence as of December 2020 and shall end as of the end date of the Renewal Term of the Original Equipment, as the same may be extended or renewed pursuant to the terms and conditions of the Agreement.
5. In further consideration of this First Amendment and the extension of the Term of the Original Equipment as provided herein, Bigbelly will refurbish such units of the Original Equipment as Bigbelly, in its reasonable discretion, deems and determines are in need of Replacement Foot Pedal Doors with Wraps and Hopper Assemblies, at no additional cost to Customer.
6. Entire Agreement. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Addendum contains all revised terms and conditions agreed upon by the parties. In the event of a conflict between the Agreement and this Addendum, this Addendum will prevail with regard to the subject matter hereof.
7. Counterparts. This Addendum may be executed in identical counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this First Addendum to be executed on the First Addendum Effective Date.

Customer: CITY OF MANHATTAN BEACH, CA

BIG BELLY SOLAR, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____