

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

November 24, 2020

FFP FUND V LESSEE2, LLC, a Delaware limited liability company (as assignee of FFP Origination, LLC, "**ForeFront Power**") hereby gives notice to The City of Ames, Iowa ("**Purchaser**") that it has collaterally assigned or will collaterally assign to Signature Financial, LLC, a New York limited liability company (and its successors and assigns, "**Financing Party**"), all of ForeFront Power's rights, title and interest in, to and under the Energy Services Agreement dated as of July 23, 2019 (as amended, modified or supplemented from time to time, together with all exhibits, schedules, annexes and other attachments hereto, the "**Assigned Agreement**") (all such assigned rights, the "**Assigned Rights**") as security for its obligations under a financing transaction (the "**Transaction**") between Financing Party and ForeFront Power pursuant to which ForeFront Power has, among other things, sold and assigned the System to Financing Party. Defined terms used herein and not defined have the meanings given to them in the Assigned Agreement.

1. Purchaser hereby consents to ForeFront Power's assignment of the Assigned Rights to Financing Party and agrees to deliver all Energy Services Payments and other amounts payable by Purchaser under the Assigned Agreement in accordance with the terms thereof, from the date of this Notice and Acknowledgment of Assignment until Financing Party notifies Purchaser that the Release Date (as defined below) has occurred, into a revenue account designated by Financing Party and as further described on Schedule I hereto.

2. Purchaser acknowledges that Financing Party is a "Financing Party" as defined in the Assigned Agreement, and that Financing Party shall have all rights of a Financing Party under the Assigned Agreement, including, without limitation, all rights granted a Lender under Sections 13.1 and 13.2 of the Assigned Agreement, subject to the terms and conditions therein.

3. Purchaser agrees that the term "Force Majeure Event" shall not include any decision by Purchaser to close or change the use of its facilities located on the Premises as a result of COVID-19, any related "stay at home" orders or their effects on the Purchaser's operations.

4. Purchaser agrees that, until Financing Party notifies Purchaser that the Release Date has occurred, it will send all communications with respect to the Notice and Acknowledgement and all material notices (including any notice of breach) under the Assigned Agreement to Financing Party at the address set forth in Schedule II hereto simultaneously with the delivery of such communication or notice to ForeFront Power.

5. Purchaser acknowledges and agrees that Financing Party has not assumed and does not have any obligation or liability under or pursuant to the Assigned Agreement unless and until Financing Party assumes the same in writing.

6. Purchaser represents and warrants that (a) each of the representations and warranties of Purchaser set forth in the Assigned Agreement are true and correct as of the date hereof; (b) the Assigned Agreement is in full force and effect and has not been amended or otherwise modified since the date thereof; (c) there is no other agreement or understanding between Purchaser and ForeFront Power that would alter the Assigned Agreement, other than as listed on Schedule III; (d) to Purchaser's knowledge, there exists no event or condition which constitutes a breach or default, or that would, with the giving of notice or lapse of time, constitute a default, under the Assigned Agreement; (e) Purchaser is not aware of any event, act, circumstance or condition constituting a Force Majeure Event; (f) there are no actions or proceedings pending or, to Purchaser's knowledge, threatened against or affecting Purchaser in any court, by or before any governmental authority, arbitration board, or tribunal that purport to affect the ability of Purchaser to perform its obligations under, or that purport to affect the legality, validity or enforceability of, the Assigned Agreement; (g) there are no actions or proceedings, whether voluntary or involuntary, pending against Purchaser under the bankruptcy or insolvency laws of the United States of America or any state thereof; (h) Purchaser is the [fee owner][sole leaseholder] of the Premises where the System is and will be located; and (i) Purchaser intends that, pursuant to Section 7701(e)(3) of the Internal Revenue Code of

1986, as amended, the Assigned Agreement shall be deemed to be a services contract with respect to the sale to Purchaser of electrical energy produced at an alternative energy facility.

7. Purchaser further represents and warrants that (a) all payments, costs and expenses required to be made or paid by ForeFront Power under the Assigned Agreement as of the date hereof have been made or paid by or on behalf of the ForeFront Power; (b) Purchaser has no knowledge of any facts entitling ForeFront Power to any material claim, counterclaim, offset or defense in respect of the Assigned Agreement, and there are no disputes or legal proceedings between the ForeFront Power and Purchaser; (c) neither Purchaser nor ForeFront Power owes any indemnity or warranty payments under the Assigned Agreement; and (d) Purchaser has not made any payments to ForeFront Power in respect of any indemnity or warranty provision under the Assigned Agreement.

8. All obligations of Purchaser hereunder shall expire upon the termination of that certain Security Agreement entered into between ForeFront Power and Financing Party in connection with the Transaction (such date of termination, the "**Release Date**"). Financing Party hereby agrees that it shall promptly notify Purchaser of the occurrence of the Release Date.

9. This Notice and Acknowledgement of Assignment may be executed in one or more counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Notice and Acknowledgement of Assignment by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Notice and Acknowledgement of Assignment.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Notice and Acknowledgment of Assignment as of the date first above written.

FFP FUND V LESSEE2, LLC

By: _____
Name:
Title:

Accepted and Agreed:

THE CITY OF AMES, IOWA

By: _____
Name:
Title:

Financing Party:

SIGNATURE FINANCIAL, LLC

By: _____
Name:
Title:

SCHEDULE I

Revenue Account

Account Name: FFP Fund V Lessee2, LLC
Account Number: 1503687182
Routing Number: 026013576
Account Type: Operating

SCHEDULE II

Financing Party Address

Signature Financial, LLC
225 Broadhollow Road, Suite 132W
Melville, NY 11747

SCHEDULE III

Other Agreements

Production Update Letter dated November 24, 2020.