CITY OF MENLO PARK

CONTRACT TITLE: POWER PURCHASE AGREEMENT

CONTRACT NUMBER: [Admin staff to enter in]

AWARD DATE: October 7, 2014

CONTRACT PERIOD: 20 Years from the Actual Commercial Operation Date

SERVICE: Electricity Service Provision

BUYER CONTACT: City of Menlo Park Public Works Director

TITLE:

BUYER TEL: (650) 330-6740

BUYER EMAIL: PWSupportStaff@menlopark.org

SELLER NAME: CEI Solar One, LLC.

SELLER CONTACT: Kristopher Fabing

TITLE: Project Manager

SELLER TEL: (408) 808-8000

SELLER EMAIL: Kristopher_Fabing@cei.com

PURPOSE: To establish a service contract for delivery of electricity.
Schedule 5 – Project Site Description
Schedule 6 – Contract Price
Schedule 7 – Expected Annual Contract Quantity
Schedule 8 – Project Milestones
Schedule 9 - Project Management Reimbursement
Schedule 10 - Cash Flow Tables Showing Value of Solar
ARTICLE 1: DEFINITIONS

References in this Agreement to the terms or phrases below have the meanings as set forth in this Article. In the event of a conflict between the information in this Article and any more specific provision of this Agreement, the more specific provision shall control.

1.1 “Actual Commercial Operation” means the date on which a Facility: (i) has been constructed in accordance with Prudent Industry Practice, all Permits, Requirements of Law, the specifications set forth in Exhibit A [Technical and Warranty Requirements], Exhibit C [Engineering & Construction Requirements], and Schedule 4 [Description of Generating Facility] of this Agreement; (ii) Seller has successfully completed the Commissioning Tests, (iii) PG&E has approved installation and given its “Permission to “Operate” notification, (iv) the Data Acquisition System has been commissioned and is transmitting data, and, (v) the Facility is capable of generating electricity for sale to the Buyer at the Project Site.

1.2 “Actual Commercial Operation Date” the date upon which Seller has notified Buyer in writing that it has satisfied the requirements of Actual Commercial Operation.

1.3 “Actual System Output” means the amount of energy recorded by the Seller's metering equipment for a Facility during the relevant Measurement Period.

1.4 “Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by such specified Person.

1.5 “Agreement” means this Regional Power Purchase Agreement, effective as of the Effective Date, and entered into by and between Buyer and Seller, and all exhibits, and schedules (each an "Exhibit" or "Schedule", as applicable) attached hereto and incorporated herein.

1.6 “Anniversary Date” means the first anniversary of the Actual Commercial Operation Date and that same calendar date for each succeeding Contract Year.

1.7 “Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Authority approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

1.8 “Bankruptcy Event” means with respect to a Party, that either:
1.17 "California Solar Initiative" means the program providing ratepayer funded incentives for eligible solar energy systems adopted by the California State Public Utilities Commission and implemented through chapter 8.8 (commencing with Section 25780) to Division 15 of the California Public Utilities Code.

1.18 "Commissioning Tests" means the tests set forth in Exhibit B [Engineering & Construction Requirements].

1.19 "Commencement of Work Date" means the date on which Seller begins site preparation (including, but not limited to, grading or clearing the site) of the Project Site or the physical construction work at the Project Site of a Facility.

1.20 "Commercial Operation Deadline" means the date set forth in Schedule 8, which reflects the current California Solar Initiative (CSI) Rebate construction deadline date, if applicable; provided, however, that the Commercial Operation Deadline shall be extended on a day-for-day basis for any Force Majeure Event or breach of this Agreement by Buyer, or to the extent the CSI construction deadline is extended for a Facility.

1.21 "Commercially Available Local Electric Utility Provided Energy" means the current applicable PG&E rate tariff time of use price in cents per kilowatt hour for the Project Site.

1.22 "Contract AC Power Rating" means the AC power rating for the Facility in a given Contract Year, as specified in Schedule 4 to this Agreement.

1.23 "Contract Capacity" means the maximum instantaneous output of the Facility in kilowatts AC measured at the Delivery Point.

1.24 "Contract Price" means the price in $U.S. per kWh to be paid by Buyer to Seller for the purchase of the Delivered Energy, as specified in Article 4 and Schedule 6 to this Agreement.

1.25 "Contract Year" means each year beginning on the Actual Commercial Operation Date and succeeding anniversaries of such Date ("Anniversary Date"), and ending on the date immediately preceding the subsequent Anniversary Date.

1.26 "Data Acquisition System" means physical devices, data monitoring equipment and apparatus associated with real-time monitoring of the quantities of AC energy generated by each Facility and complying with all requirements of Article 4.

1.27 "Daylight Hours" means hours that the inverter would normally be operating.

1.28 "Daylight Savings Adjustment" means the time periods that begin and end one hour later for the period between the second Sunday in March and the first
generation from each Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (Sox), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Environmental Attributes for purposes of this Agreement expressly excludes Existing Financial Incentives.

1.40 "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any Person, including under the Energy Policy Act of 1992, and any regulations promulgated thereunder.

1.41 "Environmental Laws" shall mean and include all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.

1.42 "Existing Financial Incentives" means (i) the ITC and any tax deductions or other benefits under the Internal Revenue Code or applicable state law available as a result of the ownership and operation of the Generating Facilities or the Output generated by each Facility (including without limitation tax credits, accelerated depreciation, or bonus depreciation) that are in effect on the Effective Date and, (ii) any other financial incentives that result from the ownership and operation of the Generating Facilities or the Output that are in effect on the Effective Date.

1.43 "Expected Annual Contract Quantity" means the amount of Delivered Energy and Environmental Attributes that Seller expects to deliver from a Facility to Buyer hereunder in a given Contract Year, as set forth in Schedule 7 of this Agreement [Expected Annual Contract Quantity].

1.44 "Expected Commercial Operation Date" means the date on which the Parties expect a Facility to achieve Actual Commercial Operation, established in accordance with Article 3.

1.45 "Facility" has the meaning set forth in the Recitals, as further described in Schedule 4.
without limitation, petroleum and/or asbestos materials, products, and by-products.

1.54 "Interconnection" means the interconnection of the Project Site electrical system to the Transmission System, including construction, installation, operation, and maintenance of all interconnection facilities.

1.55 "Interconnection Agreement" means the agreement between Buyer and the Local Electric Utility which sets forth the terms and conditions for Interconnection of the Facility and the Project Site electrical system to the Transmission System, as amended from time to time.

1.56 "Investment Tax Credit" or "ITC" means the federal tax credit associated with the ownership of eligible renewable energy projects as available under Section 48 of the Internal Revenue Code (26 U.S.C. Section 48).


1.58 "Kiosk" means a single viewing station for the Buyer and the general public to view the production of electricity of the Generating Facilities as defined in Article 4.1(c)

1.59 "KW" means one kilowatt of power or nameplate capacity expressed as peak power DC (direct current).

1.60 "kWh" means one kilowatt of electricity supplied for one hour.

1.61 "Holidays" for the purposes of this Agreement are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.

1.62 "Interest Rate" means, for any date:

(a) The per annum rate of interest equal to the "Prime Rate" published in The Wall Street Journal under "Money Rates" or such date (or if not published on such date on the most recent preceding day on which published); plus

(b) Two percentage points (2%); provided, in no event may the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

1.63 "Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Buyer & Seller at the applicable Project Site.
1.78 "Person" means an individual, corporation, partnership, Limited Liability Company, business trust, joint-stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

1.79 "PG&E" means Pacific Gas and Electric Company, who is the Local Electric Utility, as defined herein.

1.80 "Preliminary Requirements" has the meaning set forth in Section 3.7.

1.81 "Prevailing Wage" means the State of California Public Works Contract Requirements pursuant to sections 1770 et seq. of the California Labor Code.

1.82 "Project Site" means the real property, on which each Facility is to be built and located, as described in Schedule 5 to this Agreement (Project Site Description).

1.83 "Prudent Industry Practice" means those practices, methods and equipment, as changed from time to time, that: (i) when engaged in, or employed, are commonly used in the State of California in prudent electrical engineering and operations to operate electricity equipment lawfully and with safety, reliability, efficiency and expediency; or (ii) in the exercise of reasonable judgment considering the facts known, when engaged in could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency, and expediency. Prudent Industry Practices include but are not limited to an optimum practice, method, selection of equipment or act.

1.84 "Purchase Date" means the 91st day of every year following the 6th year anniversary of the Actual Commercial Operation Date.

1.85 "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code section 399.12(h) as may be amended from time to time or as further defined or supplemented by applicable law.

1.86 "Renewal Term" has the meaning set forth in Article 2.1.

1.87 "Requirements of Law" means, collectively, any federal or state law, treaty, franchise, rule, regulation, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon Seller or Buyer or any of their property or to which Seller or Buyer or any of their respective properties are subject.

1.88 "Schedule" "Scheduled" or "Scheduling" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Local Electric Utility, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered for each interval on any given day on which the delivery of Energy is scheduled to occur during the Term at the Delivery Point.

1.89 "Seller" has the meaning set forth in the first paragraph of this Agreement, and for purposes of access rights and other rights necessary for Seller to perform its
of the terms and conditions shall remain substantially the same for each Renewal Term as for the Initial Term. If Seller consents to renewal of a Facility, it shall provide written notice of consent to the renewal within sixty (60) days of the date of the request by Buyer. If consent by Seller is not provided within such sixty (60) day period, this Agreement shall expire as to that Facility as of the last day of the Initial Term. No later than sixty 60 days after Seller provides consent to a Renewal Term, which consent shall state the mutually agreed upon schedule for the Price, Escalation Rate, Early Termination Fees, and Expected Annual Contract Quantity for such Renewal Term, Buyer shall confirm to Seller in writing of its intent to proceed with its option for a Renewal Term. Documentation of any such Renewal Term and changes to Contract Price, Early Termination Fees and Expected Annual Contract Quantity shall be in the form of an amendment to this Agreement. In the event Buyer does not provide such confirmation, this Agreement shall expire as of the last day of the Initial Term or applicable Renewal Term for such Facility. Upon expiration of the Initial or Renewal Term, Seller shall cause the Facility to be removed from the Project Site pursuant to Article 10.5(a). All timelines for action pursuant to this Section 2.1 may be extended at the Parties' mutual written agreement.

2.2 BUYER'S EXERCISE OF PURCHASE OPTION: So long as a Buyer Default shall not have occurred and be continuing, Buyer has the option to purchase (the "Purchase Option") a Facility for a purchase price equal to its FMV (the "Buyout Payment"), at any point after ninety-one (91) days after each of the sixth (6th), tenth (10th), or fifteenth (15th) anniversary of the Actual Commercial Operation Date of the Facility, or ninety (90) days prior to the end of Initial Term or Renewal Term, if applicable. If Buyer chooses to exercise the Purchase Option, the following steps shall be followed by the Parties:

(a) Buyer shall provide Seller with at least two hundred and forty (240) days written notice of its intent to purchase the Facility on a date certain (such date, the "Buyout Date").

(b) For a reasonable period not exceeding thirty (30) days from the date of provision of notice referred to in Article 2.2 (a), the Parties shall make best efforts to agree on the selection of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry to determine the FMV as of the Buyout Date. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Facility on an installed basis and shall set forth such determination in a written opinion delivered to the Parties; provided that in no event shall the FMV be less than the aggregate of: (i) the net present value (using a discount rate of nine percent 9%) of the projected payments over the Term, had the Term remained effective for the full initial Term, and (ii) any and all other amounts previously accrued under this Agreement and owed by Buyer to Seller as of the date of Facility title transfer. Within sixty (60) days of the selection of such appraiser, s/he shall evaluate and
(f) All other personal property of the Seller not included in the Buyer's purchase shall be removed by Seller from the Project Site within ninety (90) days of the Buyout Date at no cost to Buyer.

2.3 TERMINATION: Buyer may terminate this Agreement as to any Facility prior to the expiration of the Initial Term without cause upon sixty (60) days' prior written notice. If Buyer elects to terminate this Agreement without cause for a Facility, Buyer shall pay to Seller the applicable Early Termination Fee. The Early Termination Fee shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a combined (Federal and State) effective tax rate of forty one (41%), for the loss or recapture of (a) during the first five years following the Actual Commercial Operation Date, the investment tax credit equal to thirty percent (30%) of the Facility value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the Facility value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Buyer with a detailed calculation of such compensation if such a claim is made), (d) other fixed financing costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of nine percent (9%) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. However, if Buyer terminates this Agreement for reasons otherwise specified in this Agreement including, but not limited to: (i) termination for CEQA compliance (Section 3.6); (ii) termination for Force Majeure (Article 8); and (iii) termination for failure of the Preliminary Requirements (Section 3.9), Buyer is not liable to the Seller for the Early Termination Fee. In the event that Buyer terminates this Agreement without cause, Seller shall, within one hundred eighty (180) calendar days of the notice of termination from Buyer, or Buyer's payment of the Early Termination Fee, if applicable, shall cause the applicable Facility to be disconnected and removed from the Project Site, and shall remediate and restore the Project Site to the condition preceding the installation of the Facility as set forth in Section 10.5.

ARTICLE 3: ENGINEERING AND CONSTRUCTION REQUIREMENTS

3.1 All elements of engineering, construction and installation of the Generating Facility and compliance with all California Solar Initiative ("CSI") requirements are Seller’s sole responsibility, provided that Buyer cooperates in good faith with Seller to satisfy the requirements of CSI and those of the Local Electric Utility.

3.2 Seller shall provide services as described herein and pursuant to Exhibit B [Engineering and Construction Requirements].

3.3 [Intentionally left blank].
(ii) Seller must comply with all system design requirements set forth in Exhibit B [Engineering & Construction Requirements].

(iii) Within the timeframe set forth in Schedule 8 [Project Site Milestones]:

(1) Seller shall notify the Buyer in writing of the Expected Commercial Operation Date. The Expected Commercial Operation Date shall be no later than the CSI reservation expiration date which is provided in Schedule 8 of this Agreement, or any extensions thereof.

(2) Each Party, upon request, shall furnish current certificates evidencing that the insurance coverage required in Exhibit E is being maintained.

(iv) Within the timeframe set forth in Schedule 8 [Project Site Milestones]:

(1) Seller must have obtained a financing commitment for construction of each Facility and submitted a signed term sheet or redacted financing agreement as satisfactory proof of such financing commitment to the Buyer or in the alternative, Seller may certify in writing that Seller will be self-financing the construction of the Facility and that Seller has sufficient funds to do so. Such certification shall be submitted by Seller in the Form of Certification in Exhibit G of this Agreement [Form of Certification].

(v) Within the timeframe set forth in Schedule 8 [Project Site Milestones] for a Facility, Seller must have applied for a building permit for the Facility.

(vi) Seller must have obtained approval from the Buyer, which shall not be unreasonably withheld, conditioned or delayed of the final 100% detailed engineering drawings and specifications for the Facility. Seller must submit 65% and final 100% detailed engineering drawings and specifications for the Facility to Buyer for approval no later the date set forth in Schedule 8 [Project Site Milestones].

3.8 Construction Phase

(a) Prior to the execution of this Agreement, the Seller must comply with the insurance requirements for the construction phase included as Exhibit E [Insurance Requirements]. Seller shall maintain such coverage throughout this phase.

(b) Seller will cause each Facility to be designed, engineered, installed and constructed substantially in accordance with Exhibit B [Engineering and
it has provided a written notice to the Seller of its intent to do so and allowed the Seller 45 days to attempt to cure. The Seller shall have the option, but not the obligation, to cure.

(b) Seller’s Rights to Terminate: In the event that any of the following events or circumstances occur prior to the Actual Commercial Operation Date for a Facility, Seller may (at its sole discretion) terminate this Agreement, subject to Sections 3.9(d) and (e), as to the Facility, in which case neither Party shall have any liability to the other Party as to the Facility:

(i) Seller has not received a fully executed (i) Grant of Access Right (Schedule 1 to this Agreement), and (ii) a release or acknowledgement from any mortgagee of the Project Site, if required by Seller or Seller’s Financing Party, to establish the priority of its security interest in the Facility.

(ii) Seller has not received evidence that interconnection services will be available with respect to energy generated by the Facility.

(iii) Seller has reasonably determined that there are easements, covenants, conditions, or restrictions or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the Facility.

Remediation: If Seller wishes to exercise its termination rights listed in section 3.9(b) with regard to a specific Facility, Seller shall take all actions necessary to return the Buyer’s Project Site where the applicable Generating Facility was to be installed to the condition the Seller first encountered it in within ninety (90) days.

(a) Buyer Option to Cure: Notwithstanding anything to the contrary, if Seller determines that it wishes to exercise termination pursuant to section 3.9(b), Seller shall give written notice to Buyer within 15 days of such determination, specifying the basis for the termination. Upon receiving such notice, if Buyer is able to cure, Buyer shall have 45 days to provide a cure for the circumstance identified by Seller as the basis for termination. The Seller shall not exercise its rights under section 3.9(b) until it has provided a written notice to the Buyer of its intent to do so and allowed the Buyer 45 days to attempt to cure. The Buyer shall have the option, but not the obligation, to cure.

(b) Mutual Rights to Termination: Either Party shall have the right to terminate this Agreement, without liability to the other Party if:

(iv) Seller and Buyer mutually determine that the Project Site, as is, is insufficient to accommodate the Facility.
shall test and verify the accuracy of each Meter at least every two (2) years. Seller shall inform Buyer in advance of the time and date of these tests, and shall permit Buyer to be present at such tests and to receive the results of such tests. Metering must have an equivalent accuracy of +/- 2% or better and monitoring results from Seller’s Performance Monitoring and Reporting Service (PMRS) that is viewable by Buyer at all times. Eligible meters and PMRS providers must be listed as approved on the Go Solar California website.

(ii) Single Viewing Kiosk for the Generating Facility: At the location of Buyer’s choice, Seller will install a single Kiosk for viewing by the general public consisting of a 20”LCD screen with a computer and keyboard sufficient to view the Data Acquisition System (“DAS”) monitoring of the Generating Facilities. The computer and keyboard shall be housed in a cabinet whose design, aesthetics, and cost are mutually agreed upon by Buyer and Seller. Buyer will allow Seller to use a 120v electrical outlet and data outlet located at the mutually agreed upon location which will be within a reasonable distance of an existing 120v electrical outlet. Seller’s total installed cost of the Kiosk consisting shall not exceed $5,000 US dollars. Following installation, Buyer shall provide and maintain communications equipment and services to the Kiosk.

(iii) Communications Equipment. After the Actual Operating Date Seller shall install, own and maintain, at its sole cost and expense, communications equipment and services necessary to allow remote reading of the Meters.

(iv) Meter Updates. Seller shall at its sole cost and expense, install any updates or upgrades to the Meters, and all associated measuring equipment necessary to permit an accurate determination of the quantities of Energy delivered under this Agreement. Seller shall permit the Buyer or Buyer’s representative access to its Generating Facility for the purpose of verifying Meters.

(d) Delivery Obligations. Beginning on the Actual Commercial Operation Date for each Facility, such Facility shall produce not less than 90% of its Expected Annual Contract Quantity (after accounting for weather-related) during the Initial Term or applicable Renewal Term, if any, measured on a four (4) year cumulative basis (the “Measurement Period”), unless, and then only to the extent that, the failure to satisfy the Expected Annual Contract Quantity is due to any downtime or Facility correction or repair resulting from the following: (a) Facility failure, damage to the system, theft, or downtime not caused by Seller or its approved service providers, (b) general utility outages or any failure of any electric grid, (c) a Force Majeure Event, (d) acts or omissions of Buyer of any of its obligations hereunder, provided that Buyer has received prior written notice from Seller of such acts or omissions, (e) if someone other than Seller or its approved service providers installed,
Buyer is responsible for any costs or charges imposed on or associated with the Output, or its receipt, after the Delivery Point.

4.3 Environmental Attributes

(a) Throughout the Term, Seller shall transfer to Buyer, and Buyer shall receive from the Seller, all rights, title and interest in and to the Environmental Attributes, if any, whether now existing or subsequently generated or acquired (other than by direct purchase from a third party) by Seller, or that hereafter come into existence, during the Term, as a component of the Output purchased by Buyer from Seller hereunder. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller’s production or acquisition of the Environmental Attributes. Seller agrees that the Contract Price, as applicable is the full compensation for all Environmental Attributes.

(b) Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of any portion of the Environmental Attributes to any Person other than Buyer.

(c) During the Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to the Buyer belong to anyone other than the Buyer, and the Buyer may report under any program that such attributes purchased hereunder belong to it.

(d) WREGIS. If requested by Buyer, and at Buyer’s expense, prior to the Actual Commercial Operation Dates of a Facility, Seller shall register the Facility in WREGIS, and take all other actions necessary to ensure that the Energy or Environmental Attributes produced by the Facility are issued and tracked through WREGIS for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred to Buyer as applicable.

(e) If Buyer does not elect the use of WREGIS under Section 4.4(d), Seller shall document the production of Environmental Attributes under this Agreement by delivering on an annual basis to Buyer an attestation of Environmental Attributes produced by the Facility and purchased by Buyer in the preceding Contract Year. On or before the Anniversary Date of each year following a Contract Year, Seller shall document the transfer of Environmental Attributes to Buyer under this Agreement by delivering to the Buyer an attestation of Environmental Attributes transferred under this Agreement in the preceding Contract Year. The form of attestation is set forth as Exhibit D [Form of Attestation]. Exhibit D [Form of Attestation] hereto may be updated or changed by Buyer as necessary to ensure that the Buyer receives full and complete title to, and the ability to record with any EA Agency as its own, all of the Environmental Attributes purchased hereunder.
5.2 Allocation of Taxes and Possessory Interest Tax

5.3 Buyer shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the Generating Facility or the interconnection of the Generating Facility to the Utility’s electric distribution system, including property taxes on the Generating Facility; provided, however, Buyer will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Buyer due to the action or omission of Seller. For purposes of this section, “Taxes” means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement, which shall be Seller’s responsibility. Nothing shall obligate or cause a Party to pay or be liable to pay Taxes for which it is exempt under the law.

ARTICLE 6: REMOVAL OF GENERATING FACILITY

6.1 Removal and Disposal Fund Requirements

(a) Removal and Disposal Fund – General. In order to ensure that funds are available for the removal of the Generating Facilities and remediation of the Project Sites upon the expiration or termination of this Agreement, Seller agrees to establish an interest bearing escrow account at a federally insured banking institution to hold funds dedicated for such purpose (the “Removal Fund”). The terms for the escrow account shall be reasonably acceptable to the Buyer and the Seller.

(b) Interest. All interest earned shall become part of the Removal Fund.

(c) Buyer shall have the right to request and review Removal Fund balances at any point prior to expiration of Term, upon written notice to Seller.

(d) Deposits. Seller shall make deposits into the Removal Fund in annual amounts of $6 per KW, on the Actual Commercial Operation Date. Seller shall deposit equal annual amounts on the first day of each subsequent Anniversary Date during the Term. Seller agrees to deposit the annual amount until the Removal Fund (including interest income) has a balance equal to or greater than $120 per KW of nameplate capacity of the Generating Facilities. Funds from the Removal Fund shall be disbursed, as needed, on a pro-rata per KW basis for individual Project Sites; however, Seller’s costs of removal shall not be limited to amounts deposited in the Removal Fund.

(e) Estimate of Removal Costs. No later than five hundred and forty-five (545) days prior to the expiration of the Term for each Facility, Seller shall provide Buyer a written estimate of the cost to remove the applicable Facility and
(b) Weekly Reports.

Unless otherwise specified in this Agreement, starting on the Effective Date, Seller shall provide weekly progress reports concerning the progress towards completion of the Milestones. In addition, within five (5) Business Days of the completion of each Milestone, Seller shall provide a certification to the Buyer (along with any supporting documentation) demonstrating the satisfaction of such Milestone. Seller shall provide to the Buyer additional information concerning Seller’s progress towards, or confirmation of, achievement of the Milestones, as the Buyer may reasonably request from time to time.

(c) Notice of Failure to Achieve a Milestone.

Upon becoming aware that Seller will, or is reasonably likely to, fail to achieve one or more Milestone(s) by the required date, for any reason including a Force Majeure Event, Seller shall so notify the Buyer in writing immediately. Such notice shall explain the cause of the delay, provide an updated date for achievement of the Milestone(s), and describe Seller’s plan for meeting such Milestone(s). Seller’s notice will also explain any impact such delay may, or will have, on any other Milestone, and the measures to be taken to mitigate such impact.

(d) Facility Substantial Completion Inspection.

Seller shall notify Buyer when Substantial Completion of a Facility is achieved. At discretion of Buyer, Seller shall schedule and arrange for Buyer to conduct an inspection of the Facility after Substantial Completion. The inspection shall be scheduled for a date, mutually agreeable to Seller and Buyer, which is within ten (10) Business Days of Seller’s notification of Substantial Completion of the Facility. Based on the inspection, Buyer may, within ten (10) Business Days of the inspection, prepare and provide to Seller a punch list of any observed defects or deficiencies in the construction work or discrepancies between installed equipment and workmanship and this Agreement. Seller is responsible for completion, correction, or otherwise addressing issues identified by the Buyer, and shall provide a written response to document actions taken in response to the punch list items. If requested by Buyer, Seller shall schedule and arrange a follow-up inspection for Buyer after all punch list items are resolved. All punch list items shall be resolved prior to the Actual Commercial Operation Date of the Facility except those items specifically excepted by mutual agreement between Buyer and Seller.

(e) Force Majeure Event.

In the event that a Force Majeure Event causes any delay in the achievement of a Milestone, such Milestone’s deadline may be extended, together with any Force Majeure Event extensions for other Milestones, for a
7.7 Insurance:

Seller shall obtain and maintain the policies of insurance in amounts and with coverage as set forth in Exhibit E [Insurance Requirements] for the term of this Agreement.

7.8 Commissioning Tests:

Seller shall comply with all applicable Local Electric Utility requirements for pre-operational testing. In addition, no later than fourteen (14) days prior to conducting its Commissioning Tests, Seller shall notify Buyer of the date on which it intends to conduct such tests. Within seven (7) days of the successful completion of Seller’s Commissioning Tests, Seller shall provide to Buyer written notification of the Actual Commercial Operation Date, including any relevant data demonstrating that Actual Commercial Operation has occurred. Buyer has the right to be present during any Commissioning Test, and to receive all information, including meter and performance data associated with such tests. Seller may change the date for such tests upon written notice to Buyer, provided that Buyer has at least fourteen (14) days’ notice of the date of such tests.

7.9 Obligation to Interconnect:

Seller shall be responsible for the interconnection of the Facility to the Project Site electrical system and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Buyer shall at all times own and be responsible for the operation and maintenance of the Project Site electrical system at and from the Delivery Point.

Seller, with Buyer’s assistance, shall, at its own cost and expense, enter into net metering arrangements by executing such agreements, including Interconnection Agreements, as may be required by the Local Electric Utility to permit the interconnection of the Facility with the Project Site electrical system and to allow any output of the Facility not consumed by the Project Site to flow to the Local Electric Utility. Seller shall promptly provide copies of such agreements and arrangements to Buyer when executed. Seller shall be responsible for all costs under any Interconnection Agreement and any other agreements with the Local Electric Utility including but not limited to the costs of any upgrades to the Transmission System associated with the Interconnection of the Project Site electrical system. Per California net metering laws, there are no interconnection fees.

7.10 Facility Conformance to Buyer Specifications. Seller shall assure that each Facility remains in conformance with the most recent version of the as-built drawings approved by the Buyer and all specifications and requirements of this Agreement during the Term, including when maintenance is performed or when
(80) days in aggregate, and (iii) reimburse Seller for lost revenue associated with any Existing Financial Incentives recaptured by a Governmental Authority during such Disruption Period exceeding thirty (30) days annually, or eighty (80) days in the aggregate. For the purpose of calculating estimated Energy and lost revenue for such Disruption Periods, Energy shall be deemed to have been produced at the average rate over the preceding twelve (12) months (or, if the Disruption Period occurs within the first twelve (12) months of operation, the average over such period of operation).

7.13 Transmission and Distribution Maintenance Information: If either Party receives information from the Local Electric Utility regarding maintenance that will directly affect the Generating Facilities, it will provide the information promptly to the other Party.

7.14 Modifications to the Generating Facilities After Its Applicable Actual Commercial Operation Date

After the Actual Commercial Operation Date of a Facility, Seller shall have no right to change, replace or alter the Facility nor attach fixtures or erect additions or structures in or upon the Facility (collectively "Alterations") without receiving prior written approval of Buyer prior to undertaking any such Alterations. Seller shall submit to Buyer detailed and complete plans and specifications for the proposed Alterations. To the extent any change, replacement or alteration consists solely of modification or replacement of like-kind equipment it shall not be deemed to be an Alteration. Buyer shall not unreasonably delay, condition or withhold written approval of Seller's proposed Alteration, provided that such Alteration shall impose no additional burdens or obligations on Buyer. As a condition to consenting to the Alterations, Buyer may impose reasonable requirements, including the reimbursement of any costs incurred by Buyer in responding to Seller's request or inspecting such Alterations. Any such Alterations performed by Seller shall be performed in accordance with all Applicable Laws and Requirements, including any and all necessary Permits and approvals to be obtained from Buyer. Seller agrees to provide Buyer with sufficient advance notice of any proposed Alterations to allow the coordination and consideration by Buyer of the construction schedule for such Alterations. Notwithstanding the foregoing, Seller's routine repair, replacement, or maintenance of the equipment components of the Facility shall not require Buyer's consent, but shall require sufficient advance notice to Buyer.

ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure Events

(a) Excuse. Subject to Article 8.2 below, and except as expressly set forth herein, neither Party shall be considered in default under this Agreement for any delay or failure in its performance under this Agreement (including any
(iv) failures or delays by the Local Electric Utility in entering into, or performing under, all agreements with Seller contemplated by this Agreement;

(v) insufficiency, unavailability, failure, or diminishment of solar resource, except as a result of an event that would otherwise qualify as a Force Majeure Event.

(d) Notwithstanding anything to the contrary, due to the constitutional limitations on Buyer it may choose not to appropriate funds for the procurement of any utility services for Buyer for a particular fiscal year (a "Budgetary Non-Appropriation Event"). During a Budgetary Non-Appropriation Event, if the Buyer does not otherwise have other funds available to make payments otherwise due under this Agreement, the Buyer is not obligated to pay for (and the Seller shall not be required to deliver) any services provided under this Agreement until the Budgetary Non-Appropriation Event has terminated; provided that Buyer shall reimburse Seller for payments of any energy delivered during a Budgetary Non-Appropriation Event if funds for utility services are appropriated retroactively. Buyer agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If a Budgetary Non-Appropriation Event continues for more than 180 days, Seller (but not Buyer) may terminate this Agreement.

8.2 Conditions

(a) In addition to the conditions set forth in Article 8.1(a) above, a Party may rely on a claim of a Force Majeure Event to excuse its performance only to the extent that such Party:

(i) provides prompt written notice of such Force Majeure Event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;

(ii) exercises all reasonable efforts to continue to perform its obligations under this Agreement;

(iii) expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem; provided, however, that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party affected by such strike or labor dispute;

(iv) exercises all reasonable efforts to mitigate or limit damages to the other Party; and
ARTICLE 10: DEFAULT & REMEDIES

10.1 Events of Default Generally.

The following is a list of non-exclusive events of default (each, an "Event of Default," and collectively "Events of Default") They shall constitute a Seller's default or Buyer's default as specified below and are in addition to those Events of Default specified in Sections 10.2 and 10.3:

(a) Seller delivers to Buyer, without Buyer's consent, energy or other product from a resource other than the Generating Facilities specified in this Agreement; or

(b) If, for twelve (12) consecutive months, a facility does not meet fifty percent (50%) of the expected annual contract quantity for such twelve-month period as specified in schedule 7 of this Agreement after adjustments for weather and lost output events; or

(c) Seller sells or transfers output to any person other than Buyer, except as may be permitted herein; or

(d) Either Party fails to maintain any insurance required pursuant to this Agreement, and such failure is not cured within five (5) business days after notice by the other party; or

(e) A court shall have made or entered any decree or order: (i) adjudging a Party to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of such Party or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of such Party in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of such Party and such decree or order shall have continued for a period of sixty (60) days; or (v) such Party shall have voluntarily submitted to or filed a petition seeking any such decree or order; or

(f) The sequestration or attachment of or execution or other levy by a Governmental Authority on a Party's interest in this Agreement or the Project Site or any improvements located thereon shall have occurred and such Party shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or

(g) The occurrence of any act or omission on the part of a Party which operates to suspend, revoke or terminate any certificate, permit, franchise, approval, authorization or power necessary for a Party to lawfully conduct the operations which a Party is required or permitted to conduct on the Project Site and the defaulting Party fails to cure such breach within thirty (30) days.
Financing Party has failed to commence and pursue a cure to the reasonable satisfaction of the Buyer within such thirty (30) day period if a longer cure period is needed. Any Financing Party is an intended third-party beneficiary of this Article 10. Upon Buyer's exercise of termination rights pursuant to this subsection, Buyer may, at its option, provide written notice to Seller to remove the Facility from the Project Site of the Buyer. If Buyer makes such election, Seller shall be responsible for removing the Facility at its own cost and restoring the site where the Generating Facility was installed to its pre-installation condition, within 180 days of provision of written notice.

(c) No Early Termination Fee. Buyer's exercise of its rights under this section 10.2 will not obligate it to pay an Early Termination Fee.

10.3 Buyer Defaults and Seller Remedies

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) A Bankruptcy Event shall have occurred with respect to Buyer;

(ii) Buyer fails to pay Seller any undisputed amount owed under the Agreement within sixty (60) days after receipt of notice from Seller of such past due amount, which Seller shall send to Buyer 45 days after amount is due;

(iii) Buyer breaches any material term of this Agreement, (including where applicable to Buyer, the circumstances listed in Article 10.1), if (A) such breach can be cured within thirty (30) days after Seller's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed;

(iv) Buyer's modification or change in use of the Project Site that will or would reasonably be expected to impact the Output of the Facility without Seller's prior written consent; and

(v) Buyer's failure to provide Access Rights to a Facility as required pursuant to Schedule 1.

(b) Seller's Remedies. If a Buyer Default described in Article 10 has occurred and is continuing, in addition to all rights and remedies provided at law or in equity, and all the rights and remedies expressly provided to Seller pursuant to this Agreement, and subject to Article 11, Seller may terminate this Agreement and demand payment of the Early Termination Fee by Buyer as specified in Schedule 2 of this Agreement. Upon such termination, Seller shall remove the applicable Facility and shall remediate and restore the
(i) Obligations to pay by either Party that have accrued prior to termination or expiration

(ii) Indemnification obligations

(iii) Limitation of liability provisions

(iv) Obligations to remove the Generating Facility and remediate the Project Site

(v) Obligations (if any) to repair damage caused by either Party (13.27)

(vi) Obligations to retain records and provide access to same (13.28)

(vii) Restriction regarding use of Buyer's name for commercial purposes (13.34)

(viii) This provision, section 10.5.

10.6 Indemnification

To the fullest extent permitted by law, each Party ("Indemnifying Party") shall defend, indemnify and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its permitted successors and assigns, and their elective or appointive board, officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all claims, liability or losses, including but not limited to those losses arising from (i) personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this Agreement, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities to the extent such losses result from or arise out of or in any way are connected with the Indemnifying Party's performance of this Agreement or, in the case of Seller, the design, construction, use, operation, maintenance, or removal of a Facility, except as may arise solely from the negligence, willful misconduct or violation of law by the Indemnified Party, its officers, employees, subcontractors or agents. Notwithstanding the above, an Indemnifying Party shall not be required to defend, indemnify and hold harmless an Indemnified Party for the Indemnified Party's own negligent acts, omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

The Indemnifying Party shall defend any claims, liabilities, or lawsuits at its cost and expense. The Indemnifying Party shall defend the Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within
conducts and contemplates conducting in this Agreement and Seller is duly qualified in each jurisdiction wherein the nature of the business transacted by it makes such qualification necessary;

(c) Seller has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder; all such actions have been duly authorized by all necessary proceedings on its part;

(d) This Agreement has been duly and validly executed and delivered by Seller and, as of the Effective Date, constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms against Seller, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity;

(e) There are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened in writing against Seller, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to have a materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Seller, or to result in any impairment of Seller’s ability to perform its obligations under this Agreement;

(f) Seller will deliver to Buyer at the Delivery Point the Delivered Energy free and clear of all liens, security interests, claims and encumbrances or any interest therein, or thereto, by any Person.

(g) Prior to conveyance to Buyer, Seller holds and will hold throughout the Term, the rights to all Environmental Attributes, which it has conveyed and has committed to convey to Buyer hereunder; and

(h) The execution, delivery and performance of this Agreement by Seller will not conflict with its governing documents, any applicable laws, or any covenant, agreement, understanding, decree or order to which Seller is a party or by which it is bound or affected.

11.2 Seller’s Additional Representations, Warranties and Covenants

(a) Seller warrants, represents and covenants that all of its operating and maintenance personnel shall be adequately qualified and trained throughout the term of this Agreement.

(b) Seller shall conform to all requirements in Exhibits A and B of this Agreement and shall operate and maintain the Generating Facilities in accordance with Prudent Industry Practices.
secure Seller’s obligations to a Financing Party by a pledge or collateral assignment of this Agreement and a first security interest in the Generating Facilities (a “Collateral Assignment”). In order to facilitate a Collateral Assignment by Seller, and with respect to any Financing Party of which Seller has notified Buyer in writing, Buyer agrees to take any reasonable action and provide any documentation reasonably requested by Seller in connection with such a transaction, and agrees as follows:

(i) Buyer consents to the collateral assignment by Seller to a Financing Party that has provided financing for a Facility or the Generating Facilities, of the Seller’s right, title and interest in and to this Agreement.

(ii) Buyer will deliver to the Financing Party, concurrently with delivery thereof to Seller, a copy of each notice of default given by Buyer under this Agreement, inclusive of a reasonable description of Seller default.

Any Collateral Assignment by Seller shall not release either Party of its obligations hereunder. In the event that a Financing Party exercises its right to assume all of Seller’s rights, interests and obligations under this Agreement, it shall do so in writing.

12.2 Assignment. Except as otherwise provided in Section Article 12.1 Seller shall not sell, transfer or assign the Seller’s rights and obligations under this Agreement, or any interest in this Agreement (collectively, a “Full Assignment”), without the prior written consent of Buyer, provided, however, that, without the prior consent of Buyer, Seller may fully assign this Agreement to an Affiliate of Seller, if Affiliate is wholly owned by Seller. For any assignment requiring Buyer’s consent, Buyer has thirty (30) days to approve or deny Seller’s written request for Full Assignment (unless the parties mutually agree in writing to a longer period). Upon the completion of a Full Assignment by Seller that follows the requirements of this Agreement, the term “Seller” shall mean the Assignment Assignee. Buyer’s consent to any Full Assignment shall not be unreasonably withheld, conditioned or delayed if Buyer has been provided with proof to the Buyer’s reasonable satisfaction that the proposed assignee (and subcontractor(s) with whom it has an active contract):

(e) has experience in operating and maintaining fuel cell or solar PV systems, as applicable, greater than or equal to that of Seller; and

(f) has the financial capability and credit rating equal to or greater than that of Seller; and

(g) has the ability to maintain the Facility and provide the services provided pursuant to this Agreement in the manner required by this Agreement; and

(h) provides proof that it complies with the Removal Fund requirements of this Agreement.
Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Seller default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, Buyer may agree to extend such period for cure for a reasonable period of time under the circumstances.

(v) Buyer shall be relieved of its obligations under this Agreement during the period of time a Seller Default has occurred and is continuing and may exercise its termination rights (upon notification to Financing Party and expiration of the applicable cure periods) pursuant to this Agreement (including without limitation, invoking the use of the Removal Fund to have any facilities/equipment removed). If Buyer chooses not to exercise any available termination rights and when the Successor-in-Interest cures any and all Seller Defaults, the respective Buyer and Seller rights and obligations shall resume for the remainder of the Term. No partial or complete waiver of Buyer’s rights shall be implied from Buyer’s actions pursuant to this paragraph.

12.4 Payments and Notices

If a Collateral Assignee elects to become the Successor-in-Interest, it will be solely responsible for notifying the Seller and any other Collateral Assignees of this intention. The Buyer shall not be responsible for passing any notices, information and/or communications between the Seller and Collateral Assignees. If a Collateral Assignee does become a Successor-in-Interest, Buyer shall make all payments due under this Agreement to an account specified by such Collateral Assignee. For avoidance of doubt, upon the Collateral Assignee becoming the Successor-in-Interest the previous Seller shall not retain any of its rights or obligations under this Agreement and payments made by Buyer to the Successor-in-Interest shall satisfy Buyer’s payment obligations under this Agreement.

Seller is solely responsible to provide contact information, including mailing addresses, email addresses and phone numbers for all Collateral Assignment assignees and Full Assignment assignees to Buyer. Buyer shall notify all Collateral Assignment assignees for which it has contact information within 15 days of a Seller Default. Seller shall be solely responsible for any instance where a Collateral Assignment assignee does not receive notice due to the Seller not providing contact information to Buyer.

Collateral Assignee Changes. Buyer acknowledges and agrees that Seller, subject to the terms and conditions of this Agreement may change one or more
13.3 NO DEDICATION

Any undertaking by one Party to the other under any provision of this Agreement shall not constitute the dedication of the Generating Facility or any portion thereof to the public or to any portion thereof.

13.4 NON-WAIVER OF RIGHTS

Waivers of any rights hereunder must be in writing and shall not be implied from performance or usage of trade. The failure of either party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect.

13.5 HEADINGS

All titles, subject headings, Article titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

13.6 NO THIRD PARTY BENEFICIARY

Except as to Seller's Financing Parties referred to in Article 12 of this Agreement, including but not limited to Seller's Financing Parties, who are intended third party beneficiaries of this Agreement and the Grant of Access Rights, neither this Agreement nor the Grant of Access Rights shall not be construed to create rights in, or to grant remedies to, any third party.

13.7 FORWARD CONTRACT

The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the United States Bankruptcy Code.

13.8 GOVERNING LAW

This Agreement is made in the State of California and shall be interpreted and governed by the laws of the State of California without regard to conflict of law principles.

13.9 VENUE

In the event that suit shall be brought by either party hereunder, the parties agree that venue shall be exclusively vested in the state courts of California in the City of Menlo Park or if federal jurisdiction is appropriate, exclusively in the
13.12 GOOD FAITH & FAIR DEALING

The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement: (i) wherever this Agreement requires the consent, approval or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

13.13 SEVERABILITY

Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision.

13.14 COUNTERPARTS

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same Agreement, and each of which shall be deemed an original.

13.15 COOPERATION

The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

13.16 NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement. Buyer shall provide Seller estoppels certificates confirming the status of this Agreement and acknowledging that Buyer has no rights in the Generating Facility. Buyer shall obtain, and pay any costs to obtain, all consents required for Buyer to enter into and perform its obligations under this Agreement from Buyer’s lenders, landlords and tenants, if any, and those of any other persons with interests in Buyer’s real property upon which Seller’s personal property is located. These consents shall include estoppels certificates
right to request proposals from others with or without requesting proposals from
the Seller; and the unrestricted right to bid any such product, support or service.

13.21 MODIFICATION

This Agreement may be supplemented, amended, or modified only by the
mutual written agreement of the Parties.

13.22 HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Buyer in connection
with this Agreement is listed in the Hazardous Substances List of the
Regulations of the Director of Industrial Relations with the California
Occupational Safety and Health Standards Board, or if the product presents a
physical or health hazard as defined in the California Code of Regulations,
General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication,
the Seller must include a Material Safety Data Sheet (MSDS) with delivery, or
shipment. Each MSDS must reference the contract/purchase order number, and
identify the "Ship To Address". All shipments and containers must comply with
the labeling requirements of Title 49, Code of Federal Regulations by identifying
the hazardous substance, name and address of manufacturer, and appropriate
hazard warning regarding potential physical safety and health hazard.

13.23 DISENTANGLEMENT

Seller shall cooperate with Buyer and Buyer's other Sellers to ensure a smooth
transition at the time of termination of this Agreement, regardless of the nature or
timing of the termination. Seller shall cooperate with Buyer's efforts to ensure
that there is no interruption of electricity and no adverse impact on the provision
of services or Buyer's activities. Seller shall return to Buyer all Buyer assets or
information in Seller's possession. Seller shall deliver to Buyer or its designee, at
Buyer's request, all documentation and data related to Buyer, including, but not
limited to, the Buyer Data and client files, held by Seller, and Seller shall destroy
all copies thereof not turned over to Buyer, all at no charge to Buyer.

13.24 ACCOUNTABILITY

Seller will be the primary point of contact and assume the responsibility of all
matters relating to this Agreement, including those involving the manufacturer
and/or deliverer and/or any subcontractor, as well as payment issues. If issues
arise, the Seller must take immediate action to correct or resolve the issues.

13.25 CONFLICT OF INTEREST

Seller warrants that it presently has no interest and shall not acquire any
interest, direct or indirect, that would conflict in any manner or degree with the
performance of services required under this Agreement.
Federal or state funds. Seller must within 30 calendar days advise the Buyer if, during the term of this Agreement, the Seller becomes suspended, debarred or excluded from or ineligible for, receiving Federal or state funds.

13.30 CALIFORNIA PUBLIC RECORDS ACT

The Buyer is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Seller's proprietary information is contained in documents or information submitted to Buyer, and Seller claims that such information falls within one or more CPRA exemptions, Seller must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the Buyer will make best efforts to provide notice to Seller prior to such disclosure. If Seller contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the State of California before the Buyer's deadline for responding to the CPRA request. If Seller fails to obtain such remedy within Buyer's deadline for responding to the CPRA request, Buyer may disclose the requested information. Seller further agrees that it shall defend, indemnify and hold Buyer harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by Buyer of a CPRA request for information arising from any representation, or any action (or inaction), by the Seller.

13.31 DEBT LIABILITY DISCLAIMER

The Buyer, including, but not limited to, any source of funding for Buyer, any general fund or any special self-insurance program, is not liable for any debts, liabilities, settlements, liens, or any other obligations of the Seller or its heirs, successors or assigns. Buyer is not be liable for and shall be held harmless and indemnified by Seller for any claims or damages arising out of any other contract to which Seller is a party, tort, action or inaction, negligent error in judgment, act of negligence, intentional tort, negligent mistakes or other acts taken or not taken by the Seller, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the Seller. Buyer and its agencies and divisions, has no obligation to defend or undertake the defense on behalf of the Seller or its heirs, successors or assigns.

13.32 USE OF BUYER'S NAME FOR COMMERCIAL PURPOSES

Seller may not use the name of the Buyer or reference any endorsement from the Buyer in any fashion for any purpose, without the prior express written consent of the Buyer.
SG 30 / 36KU

SUNGROW
www.sungrowpower.com

Flexible
- Handy and light, easy to handle without lift machinery assistance, lower the cost of installation and maintenance
- Integrated DC combine and surge protection function, lower the system cost
- DC switch, safe and convenient for maintenance
- DC fuse current detection and ARC Fault detection

Qualified

Efficient
- Max. efficiency at 98.5%, CEC efficiency at 98%
- Wide DC input voltage range, max. 1000V

Grid-friendly
- Active power continuously adjustable (0 – 100%)
- Reactive power control with power factor adjustment from 0.8 overexcited to 0.8 underexcited

Efficiency Curve

Specifications subject to change without notice.
MAX POWER
CS6X-300 | 305P

THE BEST IN CLASS
Canadian Solar's modules are the best in class in terms of power output and long term reliability. Our meticulous product design and stringent quality control ensure our modules deliver an exceptionally high PV energy yield in live PV system as well as in PVsys' system simulation. Our accredited in-house PV testing facilities guarantee all module component materials meet the highest quality standards possible.

PRODUCT | WARRANTY & INSURANCE

25 Year Industry leading linear power output warranty
10 Year Product warranty on materials and workmanship

Canadian Solar provides 100% non-cancellable, immediate warranty insurance

PRODUCT & MANAGEMENT SYSTEM | CERTIFICATES*

IEC 61215 / IEC 61701: VDE / CE / MCS / SII / KEMCO / CEC AU / CQC / INMETRO
UL 1703 / IEC 61215 performance: CEC listed (US) / FSEC (US Florida)
PV CYCLE | (EU) | UNI9177 Reaction to Fire: Class 1

ISO9001: 2008 | Quality management system
ISOTS16949:2009 | The automotive industry quality management system
ISO14001:2004 | Standards for environmental management system
QCO80000:2012 | The certificate for hazardous substances process management
OHSAS 18001:2007 | International standards for occupational health and safety

*Please contact your sales representative for the entire list of certificates applicable to your products

CANADIAN SOLAR INC.

Founded in 2001 in Canada, Canadian Solar Inc., (NASDAQ: CSIQ) is the world’s TOP 3 solar power company. As a leading manufacturer of solar modules and PV project developer with about 6 GW of premium quality modules deployed around the world in the past 13 years, Canadian Solar is one of the most bankable solar companies in Europe, USA, Japan and China. Canadian Solar operates in six continents with customers in over 90 countries and regions. Canadian Solar is committed to providing high quality solar products, solar system solutions and services to customers around the world.
Jinko Solar introduces a brand-new line of high performance modules in wide application.

**JKM310P-72**

**POLYCRYSTALLINE MODULE**

**290-310 Watt**

**KEY FEATURES**

- High module conversion efficiency (up to 15.98%), through superior manufacturing technology
- Perfect module self-cleaning capability, reduce power loss caused by dust (soiling effect)
- Excellent performance in low-light irradiance environment
- Extreme environment durability, low power degradation under high temperature
- Entire module certified to withstand high wind loads (2400 Pascal)

**QUALITY & SAFETY**

- Positive power tolerance of -0/+3%
- 10 year warranty on material & workmanship
- Industry leading power output warranty (12 years/90%, 25 years/80%)
- Premium linear performance warranty

**Premium Performance Warranty**

*Based on customer requirements and contract terms*

IEC61215-IEC61730-IEC61701-IEC62716 certified products

**APPLICATIONS**

- On-grid residential roofs
- On-grid commercial/industrial roofs
- Solar power plants
- Off-grid systems
TSM-PD14
THE UTILITY MODULE

72 CELL
MULTICRYSTALLINE MODULE

290-310W
POWER OUTPUT RANGE

16.0%
MAXIMUM EFFICIENCY

0~+3%
POWER OUTPUT GUARANTEE

Ideal for large scale installations
• High power footprint reduces installation time and BOS costs

One of the industry’s most trusted modules
• Field proven performance
• Strong, reliable supplier

Highly reliable due to stringent quality control
• Over 30 in-house tests (UV, TC, HF, and many more)
• In-house testing goes well beyond certification requirements

Certified to withstand challenging environmental conditions
• 2400 Pa wind load
• 5400 Pa snow load
• 25 mm hail stones at 82 km/hr

LINEAR PERFORMANCE WARRANTY
10 Year Product Warranty • 25 Year Linear Power Warranty

As a leading global manufacturer of next generation photovoltaic products, we believe close cooperation with our partners is critical to success. With local presence around the globe, Trina is able to provide exceptional service to each customer in each market and supplement our innovative, reliable products with the backing of Trina as a strong, banksable partner. We are committed to building strategic, mutually beneficial collaboration with installers, developers, distributors and other partners as the backbone of our shared success in driving Smart Energy Together.

Trina Solar Limited
www.trinasolar.com

Trina Solar
Smart Energy Together
STANDARD WARRANTY CONTRACT

1.0 DEFINITIONS

1.1. The warrantor for the limited warranties set forth herein is Sungrow Canada Inc., as well as Sungrow Power Supply Co., Ltd. ("Sungrow").

1.2. The "Product" means the photovoltaic inverters and peripheral devices manufactured by Sungrow and purchased from Sungrow by End-user.

1.3. The "Warranty" means this limited warranty contract for Sungrow Product.

1.4. "End-user" means the owner of the Product for which Service will be performed under the Plan.

1.5. "Distributor" means an entity who runs a non-competing business and buys Sungrow products or product lines, warehouses them, and resells them to retailers or directly to the end user or customer.

1.6. "Manual" means the current Sungrow installation, operation and maintenance guide for the Product covered under this Warranty.

1.7. The "Registration Form" is the Photovoltaic Inverter Warranty Registration Form as set forth in Exhibit A of this Warranty. The Registration Form must be completed and returned to Sungrow.

1.8. "Service" means a site visit or remote services by Sungrow technicians in response to a claim.

1.9. "Site" means the location of End-user’s Product that is covered under this Warranty.

1.10. "Warranty Period" means the period of time the Product is covered under this Warranty.

2.0 LIMITED WARRANTY

2.1. Sungrow warrants that Sungrow products (the "Warranted Items") are free from defects in material and workmanship. Sungrow has sole responsibility and discretion for determining the cause and nature of a product defect, and Sungrow’s determination with regard thereto shall be final.

2.2. This Warranty extends to the End-user of the Sungrow products, including any subsequent operator or a lessee or assignee of a lease, at the same site during the warranty period of the Product purchased by the End-user, with the exception that the continuation of the Warranty for an installed Product relocated to another site is subject to a site inspection by Sungrow at the new site prior to installation, at End-user’s expense.

2.3. If, in the opinion of Sungrow, a Warranted Item is defective and the defect is within the terms of this Warranty, Sungrow is obligated to repair or replace such defective item (including by providing service, parts and labor, as applicable), at the option of Sungrow. The Warranted Item will be repaired or replaced onsite at the End-user’s location or such other location as mutually agreed upon in advance by Sungrow and the End-user.

2.4. Sungrow and the End-user shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests. Sungrow reserves the right to supply a different inverter model to settle warranty claim. Any parts that are replaced may be new or reconditioned. All parts replaced by Sungrow shall become the property of Sungrow.

2.5. All Work repaired or replaced pursuant to this contract will also be subject to the provisions of this Article 2.0 to the same extent as Work originally performed, except that the warranty period with respect thereto will run twelve (12) months from the date of completion of the repair or replacement provided.

3.0 WARRANTY PERIOD

3.1. The period covered by this Warranty for Product installed in Canada and USA including US 48 States and Alaska, Hawaii and Puerto Rico, is indicated in the table below, from the date of shipment. If Sungrow receives a completed Registration Form (the "Registration Form") from the End-user within six (6) months of the ship date, the Warranty will start on the installation date stated on the Registration Form.

<table>
<thead>
<tr>
<th>Products</th>
<th>Standard Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Inverters</td>
<td>5 years</td>
</tr>
<tr>
<td>String Inverters</td>
<td>10 years</td>
</tr>
<tr>
<td>Re-combiners and Combiners</td>
<td>5 years</td>
</tr>
<tr>
<td>Communication, Monitoring and Control Equipment</td>
<td>5 years</td>
</tr>
</tbody>
</table>

Note: All warranty periods are as above unless specified on a Sungrow quote.

Rev. Aug 2013
9.0 LIMITS OF LIABILITY

9.1. This Warranty constitutes End-user’s sole and exclusive remedy for claims against Sungrow in respect to defective or non-conforming Products hereunder and is in lieu of all other warranties, conditions, guarantees or representations from Sungrow relating to the products hereunder, whether oral or written, express or implied, statutory or otherwise, in contract, tort or otherwise, including without restriction, any warranties of merchantability or of fitness for a particular purpose, and any such warranty, condition, guarantee or representation is hereby excluded. In no event shall any claim, failure of any Product hereunder, or breach of this Warranty, render Sungrow, its affiliates, subcontractors or suppliers liable to End-user or its affiliates for indirect or consequential damages or loss of use associated with warranty claims for lost profits or loss of revenues, or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of End-user’s customers for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. Sungrow’s total liability for any and all warranty claims and costs under this Warranty shall not exceed the total amount of payments received by Sungrow for the product that is the subject of a claim.

10.0 WARRANTY CONTRACT EFFECTIVE DATE, APPLICATION AND VALIDITY

10.1. Present warranty contract conditions are valid as of the corresponding issue date and shall be applicable to all those Sungrow inverters and peripheral devices manufactured from the date onwards, and for which the said guaranty extension has been taken out, remaining valid until December of the year in force, for signed contract, or until the next issue change for the unsigned contracts. Sungrow reserves the right to make any changes and modifications, at no prior notice, for unsigned contracts in addition to the right to decide whether to accept new contracts or the annual contract renewal.

11.0 PRICE

11.1. For service not covered under this contract, a service personnel of Sungrow will charge 90 USD/hour in working days; 135 USD/hour in national holidays and weekend; the upper limited of a working day is 650 USD as well as the upper limited of a holiday is 1000 USD, including the time of travel from the closest maintenance station to the claimed device and return.

11.2. Sungrow reserves the right to adjust the prices.

12.0 PAYMENT TERMS

12.1. The payment for the service contract should be paid once within 30 working days after the date Sungrow’s invoice issued
LIMITED WARRANTY STATEMENT
PHOTOVOLTAIC MODULE PRODUCTS
Effective April 15, 2013

Ten (10) Year Limited Product Warranty

Subject to the exclusions contained below, Canadian Solar Inc. ("Canadian Solar") warrants to the original buyer (the "Buyer") that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Canadian Solar’s standard product documentation.

Canadian Solar guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar’s standard product documentation. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, Canadian Solar will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

Twenty Five (25) Year Limited Performance Warranty

Canadian Solar guarantees that for a period of twenty five years the module will maintain a performance as set forth below:

- During the first year, Canadian Solar guarantees the actual power output of the module will be no less than 97% of the labeled power output.
- From year 2 to year 24, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Canadian Solar facility or by a Canadian Solar recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then Canadian Solar, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing an appropriate residual market value of the product(s) as compensation.

Warranty Effective Date

The warranty effective date shall be defined as the date of installation or ninety (90) days after the delivery by Canadian Solar, whichever date is earlier.

Exceptions

The limited warranties set forth herein DO NOT apply to any module which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power failure surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Canadian Solar’s control. Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any transportation costs for return modules, or for reshipment of any repaired or replaced module, or any other cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.
Disclaimers

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CANADIAN SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

Note

In the event of any inconsistency among different language versions of this Warranty Statement, the English version shall prevail. For modules covered by Canadian Solar's warranty, please refer to our product lists published on our website at: http://www.canadiansolar.com/en/products/product-overview/warranted-standard-solar-modules.html as such list is updated from time to time.
allegedly causing the breach. Notwithstanding anything to the contrary herein, Jinko shall be entitled, in Jinko’s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by TÜV Rheinland, TÜV SÜD or other neutral third party testing laboratory selected by Jinko and approved by Customer, such approval not to be unreasonably withheld or delayed ("Independent Testing Lab"). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this Section 5 shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Jinko shall be responsible for all costs incurred by it in connection with the shipment by Customer of a Module pursuant to Section 5(i) hereto and any Independent Testing Lab’s services provided pursuant to this Section 5, including shipping, testing services, storage, insurance and any Module destruction incidental thereto; provided, however, Customer shall promptly upon receipt of notice indemnify Jinko for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or Customer is otherwise unable to establish a breach of the Warranties.

6. REMEDIES. In Jinko’s sole discretion, Jinko shall repair, replace or provide additional modules compensating for the related power loss for any Module which causes a breach of the Warranties. Additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS 2010 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced Modules received by Jinko pursuant to Section 5 shall be the sole property of Jinko. Jinko shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations under this Section 6. Additional or replacement Modules shall be of the same type and physical form as the original Module, electrically compatible with the original Module, and have an electrical output of not less than the warranted power output of the original Module at the time of supply or replacement, based on the warrants degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Jinko no longer supplies Modules meeting the foregoing criteria, then additional or replacement Modules provided under this Section 6 shall be those Modules then supplied by Jinko most substantially meeting the foregoing criteria. Jinko’s performance of any repair, replacement or additional supply pursuant to this Section 6 shall not extend the term of any Warranties.

7. EXCLUSIONS. This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any Module which has been: (a) altered, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko’s written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Jinko as a replacement Module; (c) subject to misuse, abuse, neglect, or accident except as may be caused by Jinko in the course of storage, transportation, handling, installation, application, use or service; (d) subject to force majeure, electrical surges, lightning, flood, fire,
LIMITED WARRANTY

Limited Warranty shall execute such agreements as may reasonably be requested by Jinko to confirm the applicability of any term hereof as a condition to assignment.

11. LAW AND FORUM. Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and Jinko. As a condition to any obligation of Jinko hereunder, Jinko may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 11.

12. MERGER CLAUSE. This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

13. SEVERABILITY. If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of the this Limited Warranty shall be enforceable in accordance with its terms.

14. MISCELLANEOUS. The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Jinko and Customer and are subject to modification when incorporated therein. Jinko reserves the right to modify or rescind this Limited Warranty at any time, with or without notice.

[END OF LIMITED WARRANTY]
Note: The “***” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet (for example “TSM-220PC05A”).

c) Mounting Products
Mounting products contained in Trinamount I, Trinamount II and Trinamount III. Applicable modules are set forth above in a) and b).

2) Warranty
a) 10 Year Limited Product Warranty
Trina Solar warrants that for a period of ten years commencing on the Warranty Start Date (as defined below) the Product(s)
• will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
• will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the Product (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Product which occur after delivery (Incoterms 2010) to the Buyer, do not constitute a defect under this Limited Warranty unless it materially impairs the Product’s power output as warranted pursuant to Sec. 2 b). A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

b) 25 Year Limited Power Output Warranty
In addition, Trina Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax(Wp) plus Peak Power Watts Pmax(Wp) multiplied by the lower limit of the Power Output Tolerance Pmax(%)—as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

• For Polycrystalline Products (as defined in Sec. 1 a): 2.5 % in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,

• For Monocrystalline Products (as defined in Sec. 1 b): 3.5 % in the first year, thereafter 0.68% per year, ending with 80.18% in the 25th year after the Warranty Start Date.

3) Warranty Start Date
The Warranty Start Date is the date of delivery (Incoterms 2010) of the Product(s) to the Buyer or 12 months after the date of production of the Product(s) as indicated in the serial number (digit no. 2 – 5 (YYMM), starting from the left side of the serial number), whichever date is earlier.

4) Exclusions and Limitations
a) As Buyer’s sole and exclusive remedy under this Limited Warranty (though Buyer should note paragraph 5(d) below regarding the potential existence of other statutory rights and paragraph 5(e) below for Australian Buyers) Trina Solar will, at its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):
   i) refund the historical purchase price of the relevant Product(s) annually reduced by a linear depreciation, taking into account an anticipated life time of 25 years; or
   ii) repair the defective Product(s) at no charge (subject to the following paragraph); or
   iii) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph).

In the event that Trina Solar opts for options ii) or iii), Trina Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by Trina for these charges by providing proof to Trina Solar that these charges were incurred, e.g. an invoice from the relevant service provider). The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.

b) The warranty period(s) as defined in Sec. 2 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by Trina Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).

c) All other claims under this Limited Warranty against Trina Solar shall be excluded. Under this Limited Warranty, Trina Solar is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.

d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

e) The following statement applies to customers that are ‘consumers’ within the meaning of the Australian Consumer Law:

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired
specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue.

b) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Trina Solar and the Buyer will, at the Buyer’s or Trina Solar’s request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV (e.g. TÜV Rheinland, TÜV SUD or Shanghai TÜV) or ASU Arizona State University, and so on (“Technical Expert”). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.

c) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.

d) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar.

8) Force Majeure
Trina Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

9) Warranty Assignment
This Limited Warranty is transferrable when the Products remain installed in their original installation location.

10) Validity
This Limited Warranty shall apply to Product(s)
   a) manufactured after 1st of January 2014 and
   b) delivered to Buyer from 1st of July 2014 (Incoterms 2010).
This Limited Warranty shall be valid until a new revision is issued by Trina Solar.

11) No Other Express Warranty
Exhibit B. Engineering and Construction Requirements

Exhibit B

Engineering and Construction Requirements

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Exhibit B. Engineering and Construction Requirements

1. Site Access

Seller shall conform to all Buyer rules and requirements for accessing the Project Sites. Road usage, road closures, number of vehicles, access points, etc., may be regulated by the Buyer. Project Site visits shall be approved and proper check-in requirements must be followed. Seller shall provide signage and/or electronic notification of possible operational impacts upon request by Buyer. Unless otherwise determined by Buyer, Seller shall be responsible for providing bathroom and storage facilities for all workers on-site, and shall be responsible for procuring, installing, securing, and removing temporary security fencing and scaffolding.

2. Project Management

2.1 Project Manager

Seller shall assign a Project Manager from their firm upon execution of this Agreement and receipt of Notice to Proceed. The Project Manager shall manage all design, procurement, construction, and commissioning phases of the Project. The construction of PV systems shall be accomplished by Seller with an on-site construction management team. The Project Manager shall ensure that all contract, schedule, and reporting requirements of the Project are met and shall be the primary point of contact for the Buyer.

2.2 Project Schedule

A Project Schedule is to be prepared and submitted to the Buyer within 14 days of Agreement execution. The Buyer will review and approve the Project Schedule prior to the initiation of work. Updates shall be submitted every other week, though the Buyer may allow less frequent updates at their discretion. The submittal shall be a Critical Path Method (CPM) schedule describing all Project activities, dependencies, and sequencing of tasks. In particular, Seller shall include Buyer review of submittals on the Critical Path. The Project Schedule shall describe all elements of project design, equipment procurement, construction and commissioning, and shall be submitted in electronic format (MS Project, Primavera P6). Adobe Acrobat is not acceptable. The schedule shall also reflect the requirement that construction activities must be coordinated to minimize impacts on normal operations at each Project Site, including ongoing construction activities.

Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the Work. The Project Schedule shall show the intended time for starting and completing each activity; the duration of each activity; submittal and approval times; design; delivery of materials, equipment and software; all testing; and other significant items related to the progress of the Work. The Project Schedule shall
3. System Design

3.1 Design Review Process/Phases

The Buyer will review and approve design documentation as detailed in Section 3.3 of this document. Additional documents may be requested by the Buyer as needed. The precise organization and format of the design submittals shall be agreed upon by Seller and the Buyer prior to the first design submission. The Buyer will review all submittals, provide written comments, and conduct Design Review Meetings for each stage of the process. Seller shall provide additional detail, as required, at each successive stage of the Design Review. Seller shall not order equipment and materials until Schematic Design submittals have been approved. Seller shall not begin construction until Construction Documents have been approved and all required permits have been obtained. The Buyer will formally approve, in writing, each phase of the design and is the sole arbiter of whether each phase of the design has been completed. The Seller shall not enter a subsequent design phase without the approval of the Buyer.

Seller shall be held solely responsible for obtaining approvals from the Buyer, including revising designs as necessary until they are given approval by the Buyer and all other required entities and organizations. A description of requirements for each design phase is provided below. System design shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations for construction projects of jurisdictions with authority over the Buyer. Seller is responsible for providing designs approved by the appropriate professional engineers registered in the State of California. Costs for engineering reviews and approvals shall be borne by the Seller. System designs must take into account Buyer aesthetic issues and not conflict with any current Buyer operations.

3.1.1 Schematic Design

Seller shall prepare Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including but not limited to, schematic design studies, site utilization plans, PV array layouts and design information, a shading analysis, electrical single-line diagrams, wiring and conduit schedule, equipment lists and bills of material, and equipment cut sheets or specifications.

3.1.2 Design Development

Design Development documents shall consist of elevations, cross sections, and other drawings and documents necessary to depict the design of the Project. This submittal shall include architectural, structural, geotechnical, mechanical and electrical design
Exhibit B. Engineering and Construction Requirements

- Architectural Drawings
- Structural/Mechanical Drawings including roof penetration details
- Geotechnical Drawings
- Manufacturer’s Cut Sheets with Equipment Specifications
- Data Acquisition System (DAS) Specifications, Cut Sheets, and Data Specifications

Seller shall include adequate time for Buyer review and approval of submittals, as well as re-submittals and re-reviews. Minimum Buyer review time shall be ten (10) days from the date of receipt of each submittal package during each phase of the Design Review.

3.4 Permits and Approvals

Construction Documents must be reviewed and approved by all authorities having jurisdiction (AHJs) over the work, which may include, but are not limited to: the Buyer, the City or County in which the work is being done, the utility, the Office of Statewide Health Planning and Development (OSHPD), and the California Solar Initiative Program Administrator. Seller shall be responsible for obtaining all approvals and shall account for permitting requirements in their system designs, project pricing, and schedule. Seller shall produce required documentation in sufficient detail to obtain all regulatory approvals requested for design, construction and operation of the system, including but not limited to all federal, state, and local permits. Seller shall attend all Project Site verification visits conducted by the applicable public utility or Governmental Authority and shall assist the Buyer in satisfying the requirements of the incentive program. The Buyer will not grant Seller relief based on Seller’s incomplete or incorrect understanding of permitting and approval requirements.

3.5 Technical Requirements

3.5.1 General Considerations

All documentation and components furnished by Seller shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the Buyer and all applicable industry codes and standards. Reference is made in these specifications to various standards under which the Work is to be performed or tested. The installations shall comply with at least, but not limited to, the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Pacific Gas and Electric (PG&E) Interconnection Requirements, California Building Code (CBC) and all other federal, state, and local jurisdictions having authority.
Exhibit B. Engineering and Construction Requirements

Acceptable mounting methods for unframed modules shall be provided by the manufacturer. Bolted and similar connections shall be non-corrosive and include locking devices designed to prevent twisting over the 25-year design life of the PV system. If PV modules using hazardous materials are to be provided, then the environmental impact of the hazardous material usage must be disclosed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.

3.5.4 Inverters

In addition to the above, inverters proposed by Seller must comply with at least, but not limited to the following:

- Inverters shall be suitable for grid interconnection and shall be compliant with all PG&E interconnection requirements.
- Inverters shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/inverters.php
- Inverters must automatically reset and resume normal operation after a power limiting operation.
- The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in an ambient temperature range of -20°C to +50°C.
- Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self-protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.
- Inverters shall be true sine wave high frequency PWM with galvanic isolation.
- Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
- Inverters shall be capable of adjusting to "sun splash" from all possible combinations of cloud fringe effects without interruption of electrical production.
- Isolation transformers shall be provided for central inverters if the NEC or any other applicable safety standards require the use and application of such transformers. Use of transformerless string inverters is acceptable.
- Inverters shall be UL 1741 and IEEE 1547 compliant.
- Inverters shall have a THD < 5%.
- Enclosures shall be rated NEMA 3R when the inverter is located outdoors. For outdoor installations in corrosive environments, NEMA 4X series 300 stainless steel enclosures must be used.
Exhibit B. Engineering and Construction Requirements

- All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
- PV modules will be mounted using a combination of Prudent Industry Practices, best practices and manufacturer’s instructions to maintain the module warranty.
- Final coating and paint colors shall be reviewed and approved by the Buyer during Design Review from standard colors offered by the manufacturer.
- Painting or other coatings must not interfere with the grounding and bonding of the array.

3.5.7 Corrosion Control

In addition to the above, Corrosion Control proposed by Seller must comply with at least, but not limited to the following requirements:
- Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance
- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance
- Unprotected steel not to be used in any components
- Each PV system and associated components must be designed and selected to withstand the environmental conditions of the Project Site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.

3.5.8 Roofing Requirements

The installation of PV modules, inverters and other equipment shall provide adequate room for access and maintenance of existing equipment on the building roofs. A minimum of three feet of clearance will be provided between PV equipment and existing mechanical equipment and other equipment mounted on the roof. A minimum of four feet of clearance shall be provided between PV equipment and the edge of the roof. Clearance guidelines of the local fire marshal shall be followed. The installation of solar or thermal systems will be reviewed for code compliance and adherence to the State Fire Marshal Solar Photovoltaic Installation Guideline. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment.
Exhibit B. Engineering and Construction Requirements

3.5.9 Shade Structure Requirements

Seller will be responsible for incorporating the following elements in the design and construction of the System:

- Minimum height: all shade structures shall be designed to have a minimum clear height of ten (10) feet, unless specified in a Project Site’s Specification Sheet to be taller to accommodate larger vehicles at the site.
- All shade structures shall be installed with a fascia surrounding the exposed edge of the structure’s purlins.
- Shade structures located in parking lots shall have a concrete bollards installed on support posts. The bollards shall extend up to a minimum elevation of 36" above finished grade. This requirement may be waived at the Buyer’s sole discretion.
- Shade structure columns, beams, and fascia shall be painted to match site colors or to a color of the Buyer’s approval.

3.5.10 Ancillary Equipment Enclosures

Seller will be responsible for incorporating the following elements in the design and construction of the System:

- Fencing: all ancillary equipment be grouped to a single location per Project Site and shall be surrounded by a fence to prevent access by unauthorized personnel. The fence shall be a six (6) foot high chain link fence with vinyl privacy slats. This requirement may be waived at the Buyer’s sole discretion.
- Location: all ancillary equipment shall be located in a manner that minimizes its impact to normal Buyer operations and minimizes the visual impacts to the Project Site.

3.5.11 Placards and Signage

Placards and signs shall correspond with requirements in the National Electric Code and the interconnecting utility in terms of appearance, wording, and placement.

Permanent labels shall be affixed to all electrical enclosures, with nomenclature matching that found in As-Built Electrical Documents.
3.5.15 Wiring and Cabling Runs

- Seller shall install all AC conductors in conduit.
- Direct burial wire will not be acceptable. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain a copper grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pullboxes. Minimum conduit size shall be ¾”. A tracing/caution tape must be installed in the trench over all buried conduit.
- Conduit installed using horizontal directional boring (HDB), shall include tracer tape or traceable conduit. The minimum depth of the conduit shall be per NEC 2011 Article 300.5. The Seller is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. The HDB contractor must provide documentation of final depth and routes of all conduit installed in horizontal bores.
- Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the Buyer as part of Design Review.
- Electro-metallic tubing (EMT) shall be used in indoor, above grade locations and where conduit needs to be protected from damage. EMT shall not be installed underground, outdoors, or embedded in concrete. EMT shall be cold-rolled zinc coated steel and be manufactured to UL and ANSI standards. Fittings shall be watertight and malleable gripping ring compression type. Pressure cast material for nuts of compression ring type fittings and set-screw type connections are not acceptable. EMT can be used outdoor, exposed to weather with approved UL-listed fittings.
- Unless specified otherwise by Buyer, Galvanized Rigid Conduit (GRC) shall be used where to transition from underground to above ground exposed to weather up to 10’ above finished grade where subject to physical damage in exposed areas. GRC shall be continuous hot-dipped galvanized manufactured per UL and ANSI requirements. Rigid aluminum conduit is not acceptable. Conduit bodies for use with steel conduit, rigid or flexible, shall be manufactured per UL requirements and shall be cast metal with gasketed closures. Fittings for GRC conduit shall be malleable iron or forged steel with cadmium or zinc coating. Union couplings for joining rigid conduit at intermediate runs shall be of the same material as the conduit. Couplings shall be threaded concrete-tight to permit
3.5.17 System Security Requirements

Seller shall utilize tamper-resistant PV module to rack fasteners for all PV module mounting.

3.5.18 Shade Structure Lighting

- Installation of shade structure PV systems in all locations shall include the installation of new high efficiency lighting. Installation of shade structure PV systems shall include the removal of existing security light poles, foundations, and fixtures that are no longer effective.
- Lighting shall be LED lighting or other similar energy efficient lighting system.
- New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.
- Minimum horizontal illuminance of one (1) foot-candle shall be maintained at ground level with a uniformity ratio (maximum to minimum) of 15:1.
- The new lighting is required to illuminate the entire parking area and adjacent pedestrian walkways affected by the removal of existing lights to restore light levels to similar condition as before, not just the area under the PV modules.
- A photometric illumination plot must be submitted for each parking lot showing all existing lighting and proposed new SSS canopy lighting.
- Submit California Title 24 Outdoor Lighting calculations with all lighting drawings and show evidence of compliance.

Photocell controls shall be used in conjunction with a lighting control system for all exterior lighting and energize lighting when ambient lighting levels fall below two (2) foot-candles measured horizontally at ground level. Lighting shall also be required to operate manually without regards to photocell input. Replacement parking lot lighting shall be served from an existing parking lot lighting circuit and any existing circuits and existing control function shall be maintained, or if replaced, done so at the approval of the Buyer.

3.5.19 Monitoring System, DAS, and Reporting

Seller shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable the Buyer to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Seller shall provide equipment to connect the DAS via Ethernet cable, existing Wi-Fi network or cellular data network at all locations. The means of data connection will be determined during design. The Buyer will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network.
Exhibit B. Engineering and Construction Requirements

creation of custom reports.

3.5.20 FAA Requirements

Seller shall be responsible to submit the appropriate FAA Form 7460-1, along with any other required forms and documentation, for all proposed PV systems within the approach or takeoff paths or on the property of airports as defined by the Code of Federal Regulations Title 14 Part 77.9.

3.5.21 Interconnection

Seller is responsible for obtaining all necessary PG&E interconnection approvals for each PV system being installed. Seller must comply with all interconnection requirements, such as CPUC Rule 21 for the PG&E service territory. Seller is responsible for the proper planning and scheduling of interconnection approvals. Systems installed as part of this project will take advantage of Net Energy Metering (NEM), unless specified otherwise by Buyer or its agents. Seller shall be responsible for ensuring the system design and interconnection qualifies for NEM, as applicable.

3.5.22 Production Modeling

Production modeling of the PV systems shall be performed using PVSYST or equivalent modeling software using TMY3 weather data for the location closest to the site. The simulations shall accurately simulate energy production for proposed system layouts, sizes, and orientation. It is critical that PV production models are accurate with all methodology and assumptions described. The Buyer will independently verify production models are accurate to the designed systems and utilize simulation results for economic evaluations. Seller shall be responsible for updating the production models each time sufficient changes are made to the proposed system designs that will impact production.

3.5.23 Shading

Seller shall adhere to the following requirements in order to avoid excessive shading on modules. For any object near an array that is higher than the lowest point of that array by height H, Seller shall locate the array farther from the object than:

- 2H to the North of the object
- 2H to the East or West of the object
- 2H to any non-cardinal direction of the object
Exhibit B. Engineering and Construction Requirements

4. Procurement/Construction

4.1 Scope of Supply

Seller shall provide all necessary labor, materials, equipment, and services required to install complete integrated turnkey PV systems. Seller shall supply all solar modules, mounting equipment, inverters, AC and DC disconnect switches, metering, related wiring, monitoring equipment, and all ancillary equipment necessary to install the PV system and interconnect it to the Buyer electrical distribution system. The PV system installations shall comply with all contract requirements, technical specifications, approved design documents, and applicable regulatory codes and requirements. Seller shall submit As-Built Construction Drawings in hard copy with two (2) sets and an electronic copy in DWG format on compact disc to the Buyer after completion of the Proving Period for each system at each site.

4.2 Materials and Equipment

Materials and equipment incorporated in the Work shall be new and suitable for the use intended. No material or equipment shall be used for any purpose other than that for which it is designed, specified or indicated.

Seller shall use means necessary to protect the materials and equipment before, during and after installation. Seller shall promptly replace lost or damaged materials and equipment with equal, or Buyer-approved, replacements, or repair them, at no additional cost to the Buyer.

4.3 Line Location

Seller will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure. In addition to USA Dig and utility line-locating, a private line-locator must be used for any project requiring underground work.

4.4 Quality Assurance and Quality Control

Seller shall implement a Quality Assurance / Quality Control (QA/QC) plan for construction activities on Buyer sites. At least 30 days prior to the planned commencement of construction, Seller shall submit a copy of the QA/QC Plan for review and approval by the Buyer.
Exhibit B. Engineering and Construction Requirements

5. Testing

Following completion of construction, Seller shall provide the following services related to startup and performance testing of the PV systems:

- Acceptance Testing
- System Startup
- Proving Period

A detailed Testing Plan covering each of the phases above shall be prepared prior to substantial completion of construction. A detailed description of each phase is provided below.

5.1 Acceptance Testing

Seller shall perform a complete acceptance test for each PV System. The acceptance test procedures include component tests as well as other standard tests, inspections, safety and quality checks. All testing and commissioning shall be conducted in accordance with the manufacturer's specifications.

The section of the Testing Plan that covers Acceptance Testing shall be equivalent or superior to the CEC (California Energy Commission) "Guide to Photovoltaic (PV) System Design and Installation", Section 4 and shall cover at least the following:

- Detailed test methods, including sample calculations and reference to standards as required or applicable, and list of tested equipment.
- Pre-test checklist to ensure readiness and any safety measures are in-place.
- Detailed list of all items to be inspected and tests to be conducted.
- Acceptance Criteria: For each test phase, specifically indicate what is considered an acceptable test result.

The Acceptance Testing section of the Testing Plan shall include (but not be limited to) the following tests:

- String-level voltage (open circuit) and amperage (under load) testing for all PV strings. Amperage testing shall be performed concurrently with irradiance testing.
- Inverter testing for all inverters. The inverters shall be commissioned on-site by a qualified technician and shall confirm that the inverter can be operated locally per specification and that automatic operations such as wake-up and sleep routines, power tracking and fault detection responses occur as specified. Performance testing shall be performed concurrently with irradiance testing.
- Testing of all sensors of the DAS.
- Testing of the Data Presentation interface of the DAS.
Exhibit B. Engineering and Construction Requirements

- System availability

Seller shall utilize calibrated test instruments and the DAS and monitoring system to collect the test data described above, which shall be made available to the Buyer for access throughout the Proving Period. Seller shall determine through analysis of data from the Proving Period whether the PV system delivers the expected production as determined by the final approved design (i.e., Construction Documents). Actual production shall be compared against expected production using actual weather data and other system inputs (such as module cell temperature factor, module mismatch, inverter efficiency, and wiring losses) for calculating expected production. The production figures for all meters, whether existing or installed by or on behalf of the IOU or by or on behalf of the Respondent, shall be correlated during this test to verify their accuracy in measuring system production.

All data and reports required in Section 3.5.20 shall be fully functional and available to the Buyer at the commencement of the Proving Period. Data and reporting requirements are included in the testing scope of the Proving Period.

If the PV system does not perform to design specifications, diagnostic testing shall be performed by Seller, deficiencies shall be identified with proposed corrective actions submitted to the Buyer. Seller shall be responsible for providing the labor and equipment necessary to troubleshoot the system.

At the end of the Proving Period, Seller will provide notice to Buyer confirming that the system is operating as designed and in compliance with this Exhibit.

5.4 CLOSE-OUT DOCUMENTATION REQUIREMENTS

Close-Out documents prepared by Seller must include at minimum, but not limited to, the following items:

- Final As-Built Drawing Set with accurate string diagram and estimated Year 1 monthly production
- Megger test Results
- Module flash-test results with serial numbers
- Component warranties
- Signed inspections cards from AHJ and required Special Inspections
- Interconnection agreements and Permission To Operate
- Owner’s Manual
Exhibit B. Engineering and Construction Requirements

- Check for proper operation and reporting of monitoring hardware.
- Inspect sealed electrical components for condensation buildup.
- Inspect wiring and hardware for signs of damage from vandalism or animal damage.
- Routine system maintenance to include correction of loose electrical connections, ground connections, replacement of defective modules found during testing, other minor maintenance repair work.
- Module cleaning, as deemed necessary by Seller.
- Routine DAS maintenance to include sensor calibration and data integrity check.

6.2 Troubleshooting, Inspection and Additional Repairs

Dispatch of field service resources (via automated or manual means) for repairs as necessary to maintain system performance. Seller will respond in a timely manner upon recognition of an alarm condition to ensure, using commercially reasonable efforts, that the Performance Guarantee requirements outlined in this Agreement are achieved.

6.3 Customer Service Support

Support telephone line made available to Buyer staff to answer questions or report issues. Contact Seller at: Kristopher Fabing (408) 808-8000

6.4 Major Component Maintenance and Repair

- Inverter repair and component replacement and refurbishment as required in the event of inverter failure.
- Inverter inspection and regular servicing as required under inverter manufacturer's warranty specifications. Those include but are not limited to the following annually:
  - Check appearance/cleanliness of the cabinet, ventilation system and all exposed surfaces.
  - Inspect, clean/replace air filter elements
  - Check for corrosion on all terminals, cables and enclosure.
  - Check all fuses.
  - Perform a complete visual inspection of all internally mounted equipment including subassemblies, wiring harnesses, contactors, power supplies and all major components.
  - Check condition of all the AC and DC surge suppressors.
  - Torque terminals and all fasteners in electrical power connections.
  - Check the operation of all safety devices (E-stop, door switches).
Exhibit C

Operations & Scheduling

1 Notices
All Schedules, Schedule changes, Scheduled Outages, Forced Outages, and planned outages are to be submitted to Buyer by email to the following persons:
Cupertino Electric, Inc.
Kristopher Fabing
Kris_Fabing@cei.com
(408) 808-8000 (office)
(408) 658-4204 (mobile)

2 Meters

2.1 Metering
Proposers shall install utility-grade revenue, electronic, bi-directional meter per this Agreement and Exhibit B. The meter must meet all CSI rebate requirements and Local Utility requirements.
Exhibit D. Form of Attestation

This serves as a bill of sale, transferring from Seller to Buyer all of Seller’s right, title and interest in and to the Environmental Attributes associated with the generation of the energy for delivery to the grid.

Contact: CEI Solar One, LLC.
Person: Project Manager
Name: Kristopher Fabing
Phone: (408) 808-8000

WITNESS MY HAND,

Seller:
By:
Title:
Date:
4. ADDITIONAL INSURED: All insurance required herein with the exception of Automobile Liability, Workers' Compensation, Employers Liability, and Professional liability shall be endorsed to name as additional insured: Buyer or its City Council, the individual members thereof, and all Buyer’s officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

The additional insured condition described above shall apply to all public entities entering into this agreement, with the specific entity and its respective related parties substituted for the Buyer. In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

All private property owners granting “Rights of Entry” for construction of the Work shall be covered as an additional insured under the same coverage as provided the Buyer as respects their ownership of the property and the work to be done thereon.

5. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the Buyer. Acceptance of Seller’s insurance by Buyer shall not relieve or decrease the liability of Seller hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.

6. SUBCONTRACTORS: Seller shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit F. Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

7. JOINT VENTURES: If Seller is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies.
   - Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.

8. NOTICE OF CANCELLATION:

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Buyer insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Buyer or their designated agent.
Exhibit E. Insurance Requirements

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance
   a. Statutory California Workers' Compensation coverage including broad form all states coverage.
   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance
   a. Coverage shall be in an amount of not less than two million dollars ($2,000,000) per occurrence/aggregate.
   b. If coverage contains a deductible or self-retention, it shall not be greater than one hundred fifty thousand dollars ($150,000) per claim/event.
   c. Coverage as required herein shall be maintained for a minimum of three years following termination or completion of this Agreement.

7. CLAIMS MADE COVERAGE

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:
   a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
   b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. CONSTRUCTION PHASE INSURANCE REQUIREMENTS

The following limits shall apply in the event that a single bidder is awarded multiple bid packets with simultaneous construction periods, the Buyer reserves the right to increase insurance limits after bid award but prior to commencement of construction to reflect the higher exposure.

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $2,000,000
   b. General aggregate - $4,000,000
   c. Products/Completed Operations aggregate** - $4,000,000
Exhibit E. Insurance Requirements

per occurrence.

6. Property Installation floater:

The property installation floater shall insure project material and equipment intended to become a part of the installation against risks of direct physical loss while in transit, in temporary storage, and while at the installation site. The coverage shall be in the amount of the value of the completed project.

D. OPERATIONS AND MAINTENANCE PHASE INSURANCE REQUIREMENTS

Without limiting the Seller’s indemnification of the Buyer, Seller, shall at its own expense, provide and maintain the following insurance coverage in full force and effect after the Commercial Operation Date:

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence -$2,000,000
   b. General aggregate -$4,000,000
   c. Personal Injury -$2,000,000

2. General liability coverage shall include:
   - Premises and Operations
   - Personal Injury liability
   - Severability of interest

3. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance
   - Statutory California Workers' Compensation coverage including broad form all-states coverage.
   - Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.
October 9th, 2014

To Whom It May Concern:

Re: Cupertino Electric, Inc.

Bank of America has had a relationship with the company since mid 1950's

Current credit facility (line of credit) totals a high 8 figures and availability totals of mid 8 figures.

When aggregated, the deposit relationship balance average high 6 figures to a low 7 figures.

The management team is stable, responsive and has handled the banking relationship in a satisfactory manner.

If there is anything else you require, please do not hesitate to contact us.

Sincerely,

[Signature]

Mark Mokelke, SVP
Sr. Client Manager
connection with the performance of its obligations and exercise of its rights under the Agreement. Seller will comply with all laws, ordinances, orders, rules and regulations (state, federal or local), specifically including without limitation all environmental and occupational, health and safety requirements relating to Seller's use and/or occupancy of the Site and the Facility or Generating Facilities. Seller shall confine maintenance and operations activities to the Site or to other portions of the Site as may be expressly permitted by Buyer in writing.

3. **Utilities**

3.1 Buyer and Seller understand and acknowledge that pursuant to the terms of the Agreement, Buyer shall provide certain specified utilities to the Site in connection with Seller's construction, start-up, maintenance, repair, replacement and operation of the Facility or Generating Facilities. In connection therewith, Seller's use of the Site shall include the non-exclusive right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches, if available. Exercise of Seller's license to utilize these utilities as set forth herein and in the Agreement shall be subject to Buyer's prior written approval which may be withheld should Buyer, in its sole discretion, determine that the proposed use will interfere or otherwise adversely impact Buyer systems, operations or activities. Buyer shall maintain and repair all utilities up to the delivery points identified in the Agreement, and Seller will have the obligation to maintain and repair all utilities, including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided, from said delivery points to and then within the Site.

4. **Maintenance Activities/Seller's Security Obligations**

4.1 Except in the event of an emergency, Seller agrees to give Buyer 15 days prior written notice of its maintenance activities to coordinate and schedule such activities so as to avoid interference, impact or conflict with Buyer’s use of the Site or areas adjacent to or proximate to the Site. Notwithstanding the security measures Buyer maintains around the Site and adjacent to the Site, Seller shall be solely responsible for undertaking reasonable security measures to ensure and maintain the security of the Facility or Generating Facilities and the Site, which includes, but is not limited to, the security of the wiring and the inverters. As such, Seller shall bear the sole cost and responsibility of replacing any equipment or other property stolen from or otherwise damaged at the Site, whether owned by Buyer or Seller, due to Seller’s failure to provide reasonable security measures except if such damage is the result of Buyer’s negligence or willful misconduct.

Seller shall contact Buyer's designated contact person as described in Attachment 2 to coordinate operation and maintenance activities on the Site. Buyer shall provide Seller with at least seven calendar days written notice of any Buyer activities proximate to the Facility or Generating Facilities.
Each applicable Facility is more particularly described in the Schedule 4 of the Agreement.

9.2 The applicable Facility or Generating Facilities shall not be considered a fixture of the applicable Site. Accordingly, Buyer hereby grants Seller and any Financing Party the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the applicable Facility or Generating Facilities.

10. No Interference with Access Rights

10.1 The term shall commence on the Effective Date and shall terminate upon expiration of the 180 day period provided for in Section 10.5 of the Agreement, which allows for the removal of the Facility or Generating Facilities ("Term"). During the Term, Seller’s access rights are preserved and Buyer shall not interfere with or permit any third party to interfere with such rights or access. The Access Rights granted hereunder shall be irrevocable during the Term of this License, except upon expiration or earlier termination of the Agreement regarding a Facility, in which case it shall only be revocable as it relates to the applicable Facility or Generating Facilities.

11. Access Rights Upon Termination

11.1 Upon any rejection or other termination of this License pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of any Financing Party made within 90 days of such termination or rejection, Buyer shall execute a new grant of access rights in favor of the Financing Parties (or their designees) on substantially the same terms as this Grant of Access Rights.

12. Compliance with Laws

12.1 Seller shall conduct all activities in compliance with all Federal, State and municipal statutes and ordinances, and with all regulations, orders and directives of appropriate governmental agencies ("Laws and Regulations"), as such Laws and Regulations exist during the Term of this License.

13. Indemnification

13.1 To the fullest extent permitted by law, each Party ("Indemnifying Party") shall defend, indemnify and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its permitted successors and assigns, and their elective or appointive board, officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all claims, liability or losses, including but not limited to those losses arising from (i) personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this License, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities to the extent such losses result from or arise out of or in any way are connected with the Indemnifying
16.1 No termination of this License shall release the Seller from any liability or obligations hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the Site to its prior condition.

17. Attorneys’ Fees

17.1 In the event of a dispute between the Parties with respect to the terms or condition of this License, it is agreed that each Party, including the prevailing Party, must bear its own costs and reasonable attorneys’ fees as established by the judge or arbitrator presiding over such dispute.

18. Assignment

18.1 Seller shall not sell, transfer or assign the Seller’s rights and obligations under this License, or any interest in this License, without the prior written consent of Buyer, except as may be permitted with regards to assignment concurrently with the Agreement, in which case any proposed sale, transfer or assignment of Seller’s rights and obligations under this License must be carried out in accordance with Section 12 of the Agreement.

19. Notices

19.1 All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent be overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.

19.2 All such notices or other communications shall be deemed received upon the earlier of 1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notices or 2) if mailed as provided above, on the date of receipt or rejection.

To Menlo Park:

Public Works Director
701 Laurel St
Menlo Park, CA 94025

To Cupertino Electric:

Kris Fabing, Project Manager
Cupertino Electric, Inc.
1132 North Seventh St.
San Jose, CA 95112

Notice of change of address, telephone or telephone number shall be given by written notice in the manner described in this Paragraph. The Participating County is
Schedule 2: Early Termination Fee

The Early Termination Fee with respect to each Facility under this Agreement shall be calculated in accordance with the following:

<table>
<thead>
<tr>
<th>Early Termination Occurs in Year:</th>
<th>Early Termination Fee ($/Wdc including costs of removal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$4.57</td>
</tr>
<tr>
<td>2</td>
<td>$3.65</td>
</tr>
<tr>
<td>3</td>
<td>$3.41</td>
</tr>
<tr>
<td>4</td>
<td>$3.24</td>
</tr>
<tr>
<td>5</td>
<td>$3.12</td>
</tr>
<tr>
<td>6</td>
<td>$2.97</td>
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<tr>
<td>7</td>
<td>$2.84</td>
</tr>
<tr>
<td>8</td>
<td>$2.76</td>
</tr>
<tr>
<td>9</td>
<td>$2.65</td>
</tr>
<tr>
<td>10</td>
<td>$2.53</td>
</tr>
<tr>
<td>11</td>
<td>$2.40</td>
</tr>
<tr>
<td>12</td>
<td>$2.25</td>
</tr>
<tr>
<td>13</td>
<td>$2.22</td>
</tr>
<tr>
<td>14</td>
<td>$2.07</td>
</tr>
<tr>
<td>15</td>
<td>$1.89</td>
</tr>
<tr>
<td>16</td>
<td>$1.69</td>
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<td>17</td>
<td>$1.46</td>
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<tr>
<td>18</td>
<td>$1.21</td>
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<tr>
<td>19</td>
<td>$0.92</td>
</tr>
<tr>
<td>20</td>
<td>FMV</td>
</tr>
</tbody>
</table>

NOTES: Values are based on the NPV of the future cash flows with a discount rate = 9.0%
IV. Schedule 4: Description of Generating Facilities

109.8 kW DC roof-mount solar PV system located at 600 Alma St., Menlo Park, CA, 94025. This system services the Arrillaga Family Gymnasium.
VI. **Schedule 6: Contract Price**

The kWh Rate with respect to the Generating Facility under this Agreement shall be in accordance with the following schedule(s).

**Arrillaga Family Gymnasium Generating Facility:**

<table>
<thead>
<tr>
<th>Year of System</th>
<th>kWh Rate[*] ($) /kWh</th>
<th>Year of System</th>
<th>$/kWh Rate[*] ($) /kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$0.1950</td>
<td>11</td>
<td>$0.2496</td>
</tr>
<tr>
<td>2</td>
<td>$0.1999</td>
<td>12</td>
<td>$0.2559</td>
</tr>
<tr>
<td>3</td>
<td>$0.2049</td>
<td>13</td>
<td>$0.2623</td>
</tr>
<tr>
<td>4</td>
<td>$0.2100</td>
<td>14</td>
<td>$0.2688</td>
</tr>
<tr>
<td>5</td>
<td>$0.2152</td>
<td>15</td>
<td>$0.2755</td>
</tr>
<tr>
<td>6</td>
<td>$0.2206</td>
<td>16</td>
<td>$0.2824</td>
</tr>
<tr>
<td>7</td>
<td>$0.2261</td>
<td>17</td>
<td>$0.2895</td>
</tr>
<tr>
<td>8</td>
<td>$0.2318</td>
<td>18</td>
<td>$0.2967</td>
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<tr>
<td>9</td>
<td>$0.2376</td>
<td>19</td>
<td>$0.3041</td>
</tr>
<tr>
<td>10</td>
<td>$0.2435</td>
<td>20</td>
<td>$0.3117</td>
</tr>
</tbody>
</table>

NOTE: Calculated based on the year 1 kWh Rate multiplied by 2.50% inflation factor each year.
VIII. **Schedule 8: Project Site Milestones**

**Mandatory Milestones**

<table>
<thead>
<tr>
<th>Mandatory Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% Schematic Design submittal</td>
<td>12/3/2014</td>
</tr>
<tr>
<td>90% Design Development submittal</td>
<td>12/10/2014</td>
</tr>
<tr>
<td>100% Construction Documents submittal for permitting</td>
<td>12/17/2014</td>
</tr>
<tr>
<td>Approved Construction Documents – All Agency Sites</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>1/7/2015</td>
</tr>
<tr>
<td>Mobilization</td>
<td>2/4/2014</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>4/15/2015</td>
</tr>
<tr>
<td>Final Completion</td>
<td>4/29/2015</td>
</tr>
</tbody>
</table>

**1.1 Submittals**

Seller shall provide the following submittals as part of its obligations under this Agreement. The cost of developing and providing such submittals shall be included in the Contract Price.

**Agreement Submittals**

<table>
<thead>
<tr>
<th>Submittal</th>
<th>Timeline Requirement</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. System Design</td>
<td></td>
<td>12/31/2014</td>
</tr>
<tr>
<td>a. System Design Documentation</td>
<td>At each design milestone</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>b. Warranties</td>
<td>At Construction Documents milestone</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>c. Testing Plan</td>
<td>At Construction Documents</td>
<td>12/31/2014</td>
</tr>
</tbody>
</table>
IX. **Schedule 9: Project Management Reimbursement**

Seller to provide Project Management funds of Twelve Thousand Two Hundred Seventy Nine dollars and Fifty Eight cents <$12,279.58>, equaling three and one half percent (3.5%) of Seller’s costs [to construct] the Generating Facility to Buyer within thirty (30) days of receipt of Notice to Proceed from Buyer.