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.
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**EXHIBITS**
- Exhibit A – Technical and Warranty Requirements
- Exhibit B – Engineering and Construction Requirements
- Exhibit C – Operations Forecasts, Scheduling Protocols, & Monitoring
- Exhibit D – Form of Attestation
- Exhibit E – Insurance Requirements
- Exhibit F – Workforce Plan
- Exhibit G – Form of Certification

**SCHEDULES**
- Schedule 1 – Grant of Access Rights
- Schedule 2 – Early Termination Fee
- Schedule 3 – Notice Information
- Schedule 4 – Description of Generating Facility
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
This Regional Power Purchase Agreement is dated as of October 7, 2014 ("Effective Date"), and is witnessed, acknowledged, and executed by authorized representatives of CEI Solar One, LLC., a California limited liability company ("Seller") and the City of Menlo Park, a political subdivision of the State of California ("Buyer"), as evidenced by their signature on the last page of this document.

RECITALS

A. Buyer wishes to meet its power requirements cost effectively, efficiently and in an environmentally-friendly manner;

B. Buyer has solicited proposals from persons, firms, organizations, and/or other legal entities to provide such power from renewable resources in a cooperative/joint solicitation led by the County of Alameda;

C. Seller is in the business of designing, constructing and operating solar photovoltaic ("PV") electric generating systems for the purpose of selling power generated by the systems to its Buyers;

D. Buyer has selected Seller to design, construct, own and operate solar PV generating systems to be located on its property subject to the terms, conditions, covenants and provisions set forth herein (each, a "Facility" and collectively the "Generating Facilities");

E. Seller intends to construct, own, and operate renewable energy-powered Generating Facilities that shall qualify as an eligible renewable energy resource ("ERR") under the State of California Renewable Portfolio Standard ("RPS") and desires to sell electricity produced by such generating facility together with other attributes to Buyer pursuant to the terms, conditions, covenants and provisions set forth herein;

F. Buyer desires to purchase electricity generated by Seller’s Generating Facilities, together with all Environmental Attributes pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
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:
(a) such Party has (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (vi) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue un-stayed and in effect for a period of sixty (60) days.

1.9 "Business Day" means any day other than a Saturday, Sunday, public holidays recognized by California governmental entities or any other day on which banking institutions in California are required or authorized by Applicable Law to be closed for business.

1.10 "Buyer Act" means (i) an act of Buyer to repair the Project Site or the Project Site roof (as the case may be) for any reason not directly related to damage caused by the Facility, and such repair requires the partial or complete temporary disassembly or movement of the Facility, or (ii) any act or omission of Buyer or Buyer’s employees, Affiliates, agents, or subcontractors that results in a disruption or outage in Facility production.

1.11 "Buyout Date" has the meaning assigned to it in Section 2.2.

1.12 "Buyout Payment" has the meaning set forth in Section 2.2

1.13 "Buyer Address for Payments" means the address to which invoices to the Buyer should be sent, currently: 701 Laurel St., Menlo Park, CA, 94025

1.14 "Buyer Address for Notices" means the addresses to which notices to the Buyer should be sent as set forth in Schedule 3 of this Agreement.

1.15 "Buyer Default" – has the meaning set forth in Section 10.3.

1.16 "California Renewables Portfolio Standard" means the California State Public Utilities Commission program that requires investor-owned utilities, electric service providers, and community choice aggregators to increase procurement from eligible renewable energy resources to 33% of total procurement by 2020.
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
Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

1.29  "Days" unless otherwise specified, shall mean calendar days.

1.30  "Degradation" means forecasted deterioration of the Facility calculated on an annual basis due to normal wear and tear and decreasing efficiency causing reductions in power output.

1.31  "Delivered Energy" the amount of Energy delivered by Seller as recorded by Seller's Meters.

1.32  "Delivery Point" means the metering point at the load side of the transformer for each Facility, as specified in Schedule 4 of this Agreement [Description of Generating Facilities].

1.33  "Disruption Period" means the period of time that a Facility is not available due to a Buyer Act.

1.34  "Deemed Generated Energy" means the quantity of electric energy, expressed in MWh, that Seller reasonably calculates would have been produced by the Facility and made available at the Delivery Point during each measurement period, determined by taking into account during the relevant measurement period the radiometers or like devices at the Facility, or if such monitoring equipment is unavailable during a relevant interval, then using available data or interpolated data determined in accordance with Prudent Industry Practices.

1.35  "EA Agency" means any local, state or federal entity, or any other Person, that has responsibility for or jurisdiction over a program involving transferability of Environmental Attributes, including the Clean Air Markets Division of the United States Environmental Protection Agency, the California Resources, Conservation and Development Commission, the California Public Utilities Commission, and any successor agency thereto.

1.36  "Early Termination Fee" means the fee associated with an early termination of this Agreement in the amount expressed in dollars per Watt of the Facility's size in Watts-DC ($/Wdc) as set forth in Schedule 2 of this Agreement [Early Termination Fee].

1.37  "Effective Date" means the date set forth in the first paragraph of this Agreement.

1.38  "Energy" means the electricity generated by each Facility pursuant to this Agreement, as expressed in units of kWh.

1.39  "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the
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.
1.46 "Fair Market Value" or "FMV" means the value a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry would determine a photovoltaic system to have when negotiated in an arm's-length, free market transaction between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction.

1.47 "Financing Party" means, as applicable (i) any Person from whom Seller leases the Generating Facilities or (ii) any Person who has made or will make a loan to or otherwise provide capital to Seller with respect to the Generating Facilities.

1.48 "Force Majeure Event" has the meaning set forth in Article 8.

1.49 "Full Assignment" has the meaning set forth in Section 12.2.

1.50 "Generating Facilities" or "PV System" means each Seller electricity generating facility as more particularly described in Schedule 4 of this Agreement [Description of Generating Facilities], excluding the Project Sites, land rights, and interests in land.

1.51 "Governmental Authority" means any federal or state government, or political subdivision thereof, including, any municipality, township or county, special district or any other entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, any corporation or other entity owned or controlled by any of the foregoing.

1.52 "Green Tag Reporting Rights" means the rights of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag purchaser's discretion, and include those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, with "Green Tag" meaning one (1) MWh of Environmental Attributes.

1.53 "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including
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.
1.64 "Local Electric Utility Tariffs" means the duly authorized tariff, rules, schedules, protocols and other requirements of PG&E, as these may be amended from time to time.

1.65 "Lost Output" means the Deemed Generated Energy calculated during Lost Output Events for the relevant Measurement Period.

1.66 "Lost Output Event" has the meaning set forth in Section 4.1(d).

1.67 "Measurement Period" has the meaning set forth in Section 4.1(d).

1.68 "Meter" or "Meters" means the physical metering devices, data acquisition equipment and apparatus associated with the meters owned by Seller and used to determine the quantities of Energy generated by each Facility and to record other related parameters required for the reporting of data to Seller.

1.69 "Metered Energy" means the amount of Energy measured at the Meter for each Facility, including any adjustments programmed into the Meter for distribution losses after the Delivery Point.

1.70 "Milestone" means a defined and significant event that will occur during the engineering, construction, and installation of the Facility, as identified in Exhibits A and B, and Schedule 8, including, without limitation, completion of Commissioning Tests, issuance of a PG&E permission to operate notification, commissioning of the Data Acquisition System, and the occurrence of the Actual Commercial Operation Date.

1.71 "MW" means one megawatt of power or nameplate capacity expressed as peak power DC (direct current).

1.72 "MWh" means one megawatt of electricity supplied for one hour.

1.73 "Outage" means a physical state in which all or a portion of the Facility is unavailable to provide Energy to the Delivery Point.

1.74 "Output" means (i) the Contract Capacity and associated Energy; (ii) Test Energy; and (iii) all Environmental Attributes.

1.75 "Parties" means Buyer and Seller, and each such Party's respective successors and permitted assignees.

1.76 "Party" means Buyer or Seller, and each such Party's respective successors and permitted assignees.

1.77 "Permits" means local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, ownership, operation and maintenance of a Facility.
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
obligations hereunder, the term “Seller” includes Seller’s authorized agents, contractors and subcontractors.

1.90 “Seller Address” means: 1132 N. 7th St., San Jose, CA, 95112

1.91 “Seller Default” has the meaning set forth in Section 10.2(a).

1.92 “Seller’s Project Management Team” means individuals identified by Seller as responsible for oversight and contract management of all phases of project design/build, operations, maintenance, verification and billing account management.

1.93 “Solar Insolation” means the amount of solar energy in kWh per square meter falling on a particular location.

1.94 “Substantial Completion” means when (i) installation of all necessary components and systems of a Facility (except for completion of painting, final grading, and similar portions of the construction work not affecting the operability, safety, or mechanical and electrical integrity of the Facility) have been completed; (ii) the Facility is mechanically and electrically sound; and (iii) the Facility is ready for initial operation, adjustment, and testing.

1.95 “Taxes” has the meaning set forth in Section 5.2.

1.96 “Term” has the meaning set forth in Section 2.1.

1.97 “Transmission System” or “Local Electric Utility Electricity Grid” means the facilities used for the distribution and transmission of electricity, including any modifications or upgrades made to such facilities, owned or operated by the Local Electric Utility.

1.98 “WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

ARTICLE 2: TERM

2.1 TERM: The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Actual Commercial Operation Date of the Facility (“Initial Term”, and together with any Renewal Terms, the “Term”), unless and until terminated earlier pursuant to the provisions of this Agreement. After the Initial Term, this Agreement may renew for a Facility, or all of the Generating Facilities, for additional five year terms (each a “Renewal Term”), if a written request for renewal is given by the Buyer at least one hundred eighty (180) days prior to the expiration of the Initial Term, or any Renewal Term, as the case may be. For each renewed Facility, the Parties shall confer and agree on a schedule for the Contract Price, Escalation Rate, Early Termination Fees, and Expected Annual Contract Quantity for any Renewal Term. The remainder
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
determine the FMV of the applicable Facility as of the Buyout Date and shall submit a report on same to the Parties. The costs of the appraisal shall be borne by Buyer.

(c) In the event that the Parties cannot agree on the selection of an appraiser to determine the FMV, each Party shall, no later than sixty (60) days from the date of notice referred to in Article 2.2 (a), retain the services of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry. Each Party shall bear its own costs for its respective appraiser and of any appraisal conducted by him/her. Within fifteen (15) days of their retention, the two appraisers selected by the Parties shall mutually select a third nationally recognized independent, third-party appraiser with experience in the solar photovoltaic industry, whose services shall be equally paid for by the Parties. Within sixty (60) days of the selection of such third appraiser, the three appraisers shall evaluate and determine the FMV of the Facility and shall submit their reports to both Parties. The appraiser’s valuation that diverges the greatest from each of the other two appraisers’ valuations shall be disregarded, and the arithmetic mean of the remaining two appraisers’ valuations shall be deemed to be the FMV of the Facility. If no such valuation may be established then the arithmetic mean of all three valuations shall be deemed to be the FMV of the Facility. The appraisers shall conduct their appraisals independently and shall not share the results of their appraisal or data with each other.

(d) No later than sixty (60) days after determination of the FMV of the Facility, Buyer shall confirm to Seller in writing of its intent to proceed with its option to purchase the Facility at the Buyout Payment determined pursuant to this Article 2.2. In the event Buyer does not provide such written confirmation, the provisions of this Agreement shall be applicable as if Buyer had not exercised the Purchase Option.

(e) If Buyer confirms its intent to proceed with its option to purchase as specified above, the Parties shall promptly execute all documents necessary to (i) cause title and ownership of the Facility to pass to Buyer on the Buyout Date, free and clear of any Liens, and (ii) to the extent such warranties are assignable, assign all warranties for the Facility to Buyer. Buyer shall pay the Buyout Payment to Seller on or about the Buyout Date, in accordance with any previous written instructions delivered to Buyer by Seller for payments under this Agreement. Upon such execution of documents and payment of the Buyout Payment, as to the Facility this Agreement shall terminate automatically and Buyer shall own the Facility and all Environmental Attributes and Existing Financial Incentives, if any, relating to the Facility. For the avoidance of doubt, payment of the Buyout Payment shall be in lieu of and instead of any payments described in Article 4 accruing from and after the Buyout Date. Seller shall provide all necessary cooperation with the Buyer to give prompt effect to this transfer.
(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)(ii)(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].
3.4 Seller shall provide weekly status reports from the Effective Date through the Actual Commercial Operation Date, as well as any additional briefing requested by Buyer.

3.5 Seller will create, maintain and provide to Buyer, minutes of meetings between Buyer’s representatives and Seller’s Project Management Team.

3.6 CEQA Compliance

(a) Compliance with the California Environmental Quality Act ("CEQA"), California Pub. Res. Code § 21000 et seq., is a condition precedent to the Buyer’s obligations under this Agreement. The Seller shall not have any right to install a Facility until the Buyer has fully complied with CEQA, issued a statement to Seller attesting to the fact that Buyer has fully complied with CEQA as it relates to the Facility included in this Agreement, and issued a notice to proceed to Seller. In most cases, the Buyer expects to satisfy the CEQA requirements with a Notice of Exemption for each Generating Facility.

(b) If the Buyer, in its discretion, determines that a mitigated negative declaration ("MND") or environmental impact report ("EIR") is required to comply with CEQA, then Buyer shall, provide Seller with a written statement detailing the reasons that Buyer believes that a MND or an EIR is required to comply with CEQA, the estimated cost to comply with CEQA for the Facility, and a statement that it will or will not pay for the estimated cost to comply with CEQA for the Facility. If Buyer declines to pay for all of the estimated costs to comply with CEQA, then this Agreement shall terminate as to the Facility, and neither Party shall have any liability to the other Party (other than any such liabilities that have accrued prior to such termination).

(c) Within ten business days after the Effective Date, Buyer shall provide Seller either (1) a notice to proceed based on a Notice of Exemption under Section 3.6(a), or (2) the notice described pursuant to Section 3.6(b), including Buyer’s election regarding payment of costs.

3.7 Engineering - Design Phase

During this phase, Seller shall proceed with all activities necessary to allow commencement of the construction phase, including completing the Preliminary Requirements (as set forth below) within the timeframes established in Schedule 8 [Project Site Milestones]. Upon completion of this phase, Seller shall proceed with the installation and construction phase. Seller’s failure to meet Preliminary Requirements will be subject to Section 3.9 below.

(a) Preliminary Requirements:

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

(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
Construction Requirements] of this Agreement and Applicable Law, including but not limited to, the payment of Prevailing Wages, as applicable. All construction of a Facility, including but not limited to, any site preparation, landscaping or utility installation, shall be performed only by Seller or by independent contractors with demonstrated competence and experience in the construction of the photovoltaic systems, and duly licensed under the laws of the State of California, pursuant to written contracts with such contractors. Prior to the commencement of construction on a Facility, Seller shall deliver to Buyer for its review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned, a complete set of plans and specifications relating to the installation of the Facility, which shall comply with all applicable uniform construction codes. Buyer shall be deemed to have approved such plans and specifications if Buyer fails to transmit notice of disapproval within the timeframe established in Schedule 8 [Project Site Milestones]. Buyer shall have the right, but not the obligation, to inspect all construction solely for the purpose of confirming that Seller is adhering to the specifications provided for in Exhibit B [Engineering and Construction Requirements] to this Agreement, provided that Buyer’s inspections are done at a reasonable frequency and during reasonable dates and times.

(c) Seller must comply with all requirements set forth in applicable building and electrical codes and Exhibit B [Engineering and Construction Requirements].

3.9 Parties' Rights to Terminate Prior to Commercial Operation

(a) Buyer's Rights to Terminate: If Seller fails to complete the Preliminary Requirements in conformance with Section 3.7 with respect to a Facility, Buyer may terminate this Agreement as to the applicable Facility without penalty, liability or expense of any kind to Buyer by providing to Seller a written notice of termination after the deadline for completion of the Preliminary Requirements; provided, however that any such written notice of termination for non-compliance with Article 3.7, sections (a)(i) – (a)(v) shall be provided by Buyer to Seller prior to the Commencement of Work Date and any written notice of termination for non-compliance with Article 3.7 section (a)(vi) may be provided by Buyer after the Commencement of Work Date. The Buyer may extend deadlines at its option. If Buyer elects to terminate this Agreement pursuant to this Section 3.9(a), Seller shall take all actions necessary to return the Project Site to the condition Seller first encountered them, at no cost to the Buyer. Buyer’s right to terminate hereunder shall not be subject to the alternative dispute resolution procedures in Section 9.1. If Buyer determines that it wishes to exercise its termination right pursuant to this Section 3.9(a), Buyer shall give written notice to Seller within fifteen (15) days of such determination, specifying the basis for the termination. Upon receiving such notice, if Seller is able to cure, Seller shall have 45 days to provide a cure for the circumstance identified by Buyer as the basis for termination. The Seller shall not exercise its rights under section 3.9(a) until
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.
(v) Seller and Buyer mutually agree that there exist site conditions at the Project Site (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of installing the Facility or would adversely affect the electricity production from the Facility as designed.

(vi) Seller and Buyer have reasonably determined that there has been a material adverse change in the rights of the Buyer to occupy the Project Site or the Seller to construct the Facility on the Project Site.

ARTICLE 4: DELIVERY OF POWER, METERING & MONITORING

4.1 Purchase & Sale

(a) Commencing on the Actual Commercial Operation Date and continuing throughout the Term, subject to this Article 4, Seller shall sell and deliver at the Delivery Point, and Buyer shall purchase and accept from Seller at the Delivery Point, and pay for, the Output as follows:

Energy Pricing: The pricing for Energy delivered at the Delivery Point shall be the Contract Price for the current Contract Year. The invoice for Energy delivered by the Seller for the applicable monthly billing period shall be determined as follows:

\[ P = EE \times EP \]

\[ EE = \text{the total kWh of Delivered Energy to Buyer by Seller during the billing period.} \]

\[ EP = \text{the Contract Price as per Schedule 6 to this Agreement – [Contract Price].} \]

(b) Intentionally left blank.

(c) Meters

(i) The transfer of Energy from Seller to Buyer shall be measured by Meters at the Delivery Point, which are selected, provided, installed, owned, maintained, programmed and operated, at the Seller’s sole cost and expense, by Seller or its designee. Meters and all metering activities shall comply with all applicable requirements of the Local Electric Utility Tariffs and the Buyer-PG&E Interconnection Agreement. Seller shall exercise reasonable care in the maintenance and operation of the Meters, and
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,
repaired, or removed the system, or (f) any Buyer Act Outages (each of (a) through (f) a "Lost Output Event").

Subject to the terms and conditions of this Agreement, beginning on the fourth anniversary of the Actual Commercial Operation Date, and at the end of each successive four (4) year anniversary thereof, if the Actual System Output plus the Lost Output does not equal or exceed 90% of the Expected Annual Contract Quantity for such Measurement Period, then Seller will credit Buyer on its next invoice an amount equal to the product of (i) the average of the annual Contract Prices found in the applicable site Schedule 6 during such Measurement Period multiplied by (ii) the difference between the Actual System Output plus the Lost Output and the Expected Annual Contract Quantity for such Measurement Period.

(e) **Excess Energy.** Buyer shall have the option, but not the obligation, to purchase the output of any facility that exceeds 110% of the expected annual contract quantity. Seller will first offer any energy beyond the 110% cap to buyer and, only if buyer does not exercise its option to purchase all or a portion of such excess energy, seller shall be permitted to resell the excess energy, provided such sale is in accordance with all applicable laws.

4.1 Monitoring System and Web Interface

(a) Seller shall install, maintain, control, and operate a monitoring system for each Facility meeting the following requirements (the "Monitoring System"): 

(i) The Monitoring System shall include, without limitation, ability to monitor revenue grade AC production data; weather data, (including ambient temperature and wind speed); and shall include a pyranometer.

(ii) Seller shall make available to Buyer a web-based tool or interface to view, collect and store data, in real time, including the energy delivered, and greenhouse gas emissions reduced.

(iii) The Monitoring System shall meet or exceed PG&E monitoring and reporting standards.

(iv) Additional requirements and specifications for monitoring are described in Exhibit C [Operations Forecasts, Scheduling Protocols, & Monitoring].

4.2 Delivery Point

(a) Allocation of Costs and Risks. Except as expressly set forth in this Agreement, Seller is responsible for any costs or charges imposed on or associated with the Output or the delivery of the Output hereunder up to and at the Delivery Point. Except as expressly set forth in this Agreement, the
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.
(f) Documentation. At Buyer’s option, the Parties, each at the Buyer’s expense, shall execute all such documents and instruments in order to effect the transfer of the Environmental Attributes specified in this Agreement to the Buyer or its designees, as Buyer may reasonably request. Upon notification by an EA Agency that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to the EA Agency to effectuate any transfers.

4.4 Tax Credits and Financial Incentives

(a) Buyer agrees to provide Seller information and documentation in support of Seller’s rights and interests in Internal Revenue Service tax related benefits. In connection with Buyer’s rights and interests in performance based incentive payments to be made under the CSI after the Actual Commercial Operation Date, Seller agrees to cooperate with Buyer, including signing authorizations needed by Buyer, to obtain any such performance based incentives.

ARTICLE 5: BILLING AND PAYMENT

5.1 Billing and Payment

(a) During the Term on a monthly basis Seller shall invoice Buyer, and Buyer shall make payment for Energy delivered to Buyer, in accordance with Article 4. Such payment is full compensation to Seller for the Delivered Energy received under this Agreement. Invoices furnished by Seller under this Agreement must be in a form acceptable to the Buyer, and must include a unique invoice number.

(b) All payments shall be made on or before thirty (30) days after receipt of an invoice. Each Party shall make payments by electronic funds transfer, if available, or by other mutually agreeable method(s), to the account designated by the other Party.

(c) All payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges and except as specifically set forth herein, not subject to reduction, withholding, set-off, or adjustment of any kind.

(d) Disputed Payments. If a bona fide dispute arises with respect to any invoice, Buyer shall pay the undisputed portion of the invoice and state, in writing, the basis for the dispute. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Interest Rate on such amount in dispute from the date becoming past due under such invoice until the date paid.
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
restore the applicable Project Site to its condition prior to the installation of the Facility. The Parties shall meet and confer within thirty (30) days after such written estimate is received by Buyer to resolve any concerns regarding such estimated cost.

6.2 Abandonment.

If Seller fails to complete its removal and restoration obligations under this Agreement within one hundred eighty (180) Days of after termination of this Agreement, then, in addition to Buyer’s other remedies under this Agreement, at law or in equity for such failure, any part of a Facility and all personal property of Seller not removed from the Project Site within one hundred eighty (180) Days after such termination of this Agreement shall be deemed abandoned by Seller, and shall become the property of Buyer, and Buyer may, at its option, remove and warehouse or otherwise dispose of such property or retain ownership thereof indefinitely, as it determines in its sole discretion. Buyer shall have no liability to Seller for any property deemed abandoned per this Section 6.2.

ARTICLE 7: SELLER’S ADDITIONAL OBLIGATIONS

7.1 Seller shall provide Buyer with an as-built plan set after project completion.

7.2 Seller shall develop, finance, own, maintain and operate the Generating Facilities in accordance with this Agreement including the technical requirements set forth in Exhibits A [Technical and Warranty Requirements] and B [Engineering and Construction Requirements], access rights to the Project Sites, all Requirements of Law, all Permits, the Local Electric Utility Tariffs and Prudent Industry Practice. Additionally, Seller shall obtain the warranties described in Exhibit A [Technical and Warranty Requirements] for the equipment detailed therein.

7.3 Seller agrees to pay Prevailing Wages in connection with the construction and operation of the Generation Facilities. Seller also agrees to plan subcontracting and staffing levels according to its Workforce Plan in Exhibit F [Workforce Plan].

7.4 Milestones

(a) Generally.

Seller shall diligently pursue all Milestones established pursuant to Exhibits A and B, Schedule 8, and the Expected Commercial Operation Date. The Parties agree that time is of the essence in connection with the completion of the Generating Facilities, and that Milestones for the development, financing and construction of the Generating Facilities must be achieved in a timely fashion. Seller will use best commercial efforts to achieve the Milestones mutually agreed to at the time this PPA executed by the Seller and Buyer.
(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
period not to exceed, in the aggregate, six (6) months. The extension of the
dealine for any Milestone shall extend the deadline for all subsequent
Milestones, provided that in no event shall the combined extensions for
Force Majeure Events for any or all of the Milestones exceed six (6) months.
The extension provided for in this Section 7.4 shall be the only effect of a
Force Majeure Event on Seller's obligations with respect to the Milestones.
Should a Force Majeure Event beyond such six (6) month period, then either
Party shall be entitled to terminate this Agreement upon prior written notice
to the other Party. Upon such termination for a Force Majeure Event, neither
Party shall have any liability to the other (other than any such liabilities that
have accrued prior to such termination), and the Buyer shall not be required
to pay the Early Termination Fee. For any termination under this section,
Seller shall be required to remove any portion of the Facility then installed,
and shall remediate and restore the Project Site to the condition preceding
the installation of the applicable Generating Facility as set forth in Section
10.5.

(f) Waiver of Right.

The Buyer may, at its discretion, grant waivers for Seller's failure to meet any
of the Milestones, but in no way shall any such waiver constitute a waiver of
any future failures by Seller to meet other Milestones.

7.5 Compliance: Seller shall, in its own name and at its own expense, seek, obtain,
maintain, comply with and, as necessary, renew and modify from time to time,
all Permits and other authorizations that are required by any Requirements of
Law, the Local Electric Utility Tariffs or any Governmental Authority as are
necessary for Seller to engage in the activities and obligations required by this
Agreement.

7.6 Maintenance, Audit and Inspection of Records

(a) Maintenance of Records. Seller shall maintain any and all documents and
records which demonstrate performance under this Agreement and any lease
or license relating to the Generating Facilities, and all ledgers, books of
account, invoices, vouchers, cancelled checks, and other documents
evidencing or relating to charges for services, or expenditures and
disbursements charged to Buyer for a minimum period of five (5) years, or for
any longer period required by law, from the date of final payment to Seller
pursuant to this Agreement.

(b) Inspection. Any documents required to be maintained pursuant to this
Agreement shall be made available for inspection or audit at no cost to
Buyer, at any time during regular business hours, upon written request by a
designated representative of the Buyer. Seller shall provide copies of such
documents to Buyer for inspection at a time and place that is convenient to
Buyer.
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
modifications are implemented. Seller has the right to modify the design of the Facility subject to the Buyer's approval, not to unreasonably conditioned, delayed, or withheld. Buyer may, at any time, prepare and provide to Seller a letter or notice of any observed defects, deficiencies or deviations between each Facility and the most recent version of the as-built drawings approved by the Buyer, or any specification or requirement of this Agreement. Within twenty (20) Days of Buyer’s notification, Seller shall correct or address the issue(s) or propose to Buyer a reasonable schedule for correcting or addressing the issue(s). The schedule shall be subject to the written consent of the Buyer, which consent shall not be unreasonably withheld or delayed.

7.11 Coordination with Local Electric Utility and Western Electricity Coordinating Council (“WECC”)

(a) Local Electric Utility and WECC Standards. Each Party shall undertake its obligations under this Agreement in compliance with all applicable (i) operating policies, criteria, rules, guidelines, tariffs and protocols of the Local Electric Utility; (ii) WECC scheduling practices; and (iii) Prudent Utility Practices.

(b) Start-ups and Shut-downs. Seller shall coordinate all Facility start-ups and shut-downs, in whole or in part, with Buyer in accordance with the reasonable protocols established by Buyer in Exhibit C [Operations Forecasts, Scheduling Protocols, & Monitoring].

7.12 Seller and Buyer shall use commercially reasonable efforts to minimize the number and duration of Outages during periods when the Facility otherwise would be able to produce Energy. Seller’s Planned Outages shall be limited to no more than five (5) calendar days per Contract Year. Seller is responsible for all expenses and costs associated with all requirements and timelines for generation Outage scheduling. Planned and forced Outages shall be coordinated between Seller and Buyer in accordance with Exhibit C [Operations Forecasts, Scheduling Protocols, & Monitoring].

(a) **Buyer Act Outages.** For each Facility, Buyer shall be permitted to be off line for a total of forty-eight (48) Daylight Hours per Contract Year during the Term, during which hours Buyer shall not be obligated to accept or pay for Output from a Facility. If Buyer’s outages exceed a total of forty-eight (48) hours, Seller shall estimate the Deemed Generated Energy for such outages and invoice Buyer for such amount. In the event that a Buyer Act results in a Disruption Period that is greater than thirty (30) calendar days in any Contract Year, or more than eighty (80) days in the aggregate when added to all prior Disruption Periods, then Buyer shall (i) pay Seller for all work required by Seller to disassemble or move the Facility, which work shall be undertaken within thirty (30) days of Buyer notice to Seller, and (ii) continue to make all payments for the Energy that was expected to be delivered during such Disruption Period exceeding thirty (30) days annually, or eighty
(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
obligation to deliver or accept Output) if such delay or failure is due to a Force Majeure Event. "Force Majeure Event" means an event or circumstance that:

(i) was not anticipated on the Effective Date.

(ii) is not attributable to the fault or negligence or action or inaction on the part of that Party;

(iii) is caused by factors beyond that Party's reasonable control; and

(iv) Despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences.

(b) Subject to this Article 8, a "Force Majeure Event" may include, but is not limited to:

(i) acts of Nature such as storms, floods, lightning and earthquakes;

(ii) sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(iii) Local Electric Utility transmission system or distribution system outage or failure not caused by Seller or Seller activities;

(iv) war, riot, acts of a public enemy or other civil disturbance;

(v) strike, walkout, lockout or other significant labor dispute;

(vi) theft, vandalism, accidents, or construction related power interruptions and mechanical moves; and

(vii) a Budgetary Non-Appropriation Event (as defined in Section (d) below)

(c) Exclusion. "Force Majeure Event" does not include the following:

(i) economic hardship of either Party except pursuant to 8.1(d);

(ii) an Outage, except if caused directly by an event or circumstance that meets the requirements set forth in this Article 8.1;

(iii) failure or delay in the granting of Permits;
(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
(v) provides prompt written notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

8.3 Termination Due To Force Majeure Event

In addition to and without limiting any other provisions of this Agreement, if a Party is prevented from performing its material obligations under this Agreement for a period of three hundred and sixty-five (365) consecutive days or more (whether full or partial days) due to a Force Majeure event, the other Party may terminate this Agreement, without liability of either Party to the other, upon thirty (30) days written notice after the Force Majeure Event. In the event that a Facility is unable to function for a period of three hundred and sixty-five (365) consecutive days and this Agreement as it relates to that Facility is thereby terminated, Seller shall be responsible for removing the applicable Facility and restoring the Project Site where the applicable Facility was installed to its pre-installation condition within ninety (90) days after provision of written notice. Seller agrees to work in good faith to keep Buyer informed of its plans to address the Force Majeure Event. If such Force Majeure Event results in a Facility being unable to function for a period of eighty consecutive (80) days then within ten (10) days of such event, Seller shall present Buyer with a plan to restore the Facility. For avoidance of doubt, Seller termination for a Force Majeure Event under Section 8.1(b)(vii) (Budgetary Non-Appropriation Event) shall be in accordance with the timeframes set forth in Section 8.1(d).

ARTICLE 9: DISPUTE RESOLUTION

9.1 The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “Dispute”) within fifteen (15) days after the date that a Party gives written notice of such Dispute to the other Party, other than the Seller’s failure to comply with the Preliminary Requirements in Section 3.7 for which a specific Buyer termination procedure exists pursuant to Section 3.9 which shall not require compliance with Section 9.1. Except to the extent that this Agreement expressly permits a Party to suspend performance, pending final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement. If the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator mutually agreeable to the parties whom they choose together, and share costs for such equally.

9.2 Notwithstanding anything to the contrary, this Article is not intended to limit or restrict the rights of either Party to seek any judicial remedy or otherwise negate the requirements of the Government Claims Act, if applicable.
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.
after the non-defaulting Party’s written notice or (B) fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; or

(h) A mechanics lien is filed against the Facility because of any act or omission of the Seller that has not been discharged, bonded or contested by the Seller in good faith by proper legal proceedings within twenty (20) calendar days after receipt of notice.

10.2 Seller Defaults and Buyer Remedies

(a) Seller Defaults. The following events shall be defaults with respect to Seller (each, a “Seller Default”):

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

(ii) Seller fails to pay Buyer any undisputed amount owed under this Agreement within sixty (60) days after receipt of notice from Buyer of such past due amount;

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

(iv) Any material representation or warranty made by Seller hereunder is false or misleading in any material respect and such misrepresentation is not cured within ten (10) business days from the earlier of (a) written notice from the Party affected by the misrepresentation and (b) the actual discovery or determination by any responsible personnel of a Party of its misrepresentation; provided, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

(b) Buyer’s Remedies. If a Seller Default described in Article 10 has occurred and is continuing, in addition to all rights and remedies expressly provided herein, Buyer may terminate this Agreement and exercise any other remedy it may have at law or equity or under this Agreement; provided that no such termination or exercise of remedies may occur unless and until written notice of Seller Default has been delivered by Buyer to each Financing Party – the identity of which Seller will have provided to Buyer, and such Seller Default has not been cured within thirty (30) days of delivery of such notice or a
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
Project Site to the condition preceding the installation of the applicable Facility as set forth in Section 10.5.

10.4 Limitation of Liabilities

(a) Except as otherwise specifically and expressly provided in this Agreement, and except as may be included in the Early Termination Fee, neither Party shall be liable to the other Party under this Agreement for any indirect, special or consequential damages, including loss of use, loss of revenues, loss of profit, interest charges, cost of capital or claims of its buyers or members to which service is made.

(b) Under no circumstances shall the non-defaulting Party be required to make a termination payment or any other payment to the defaulting Party (except for payments due under this Agreement for performance prior to termination).

(c) To the extent an Event of Default occurs as to an individual Facility, but not all of the Generating Facilities, this Agreement will terminate as to such Facility and will remain in full force and effect as to any Facility not impacted by the default.

10.5 Effect of Termination - Survival of Obligations

(a) Removal and Restoration. Unless the Parties otherwise mutually agree in writing, upon expiration of any Initial or Renewal Terms, or upon termination of this Agreement as to a Facility for any reason other than the exercise of the Purchase Option pursuant to Section 2.2, Seller shall disconnect and remove the Facility from the Project Site and shall remediate and restore the Project Site to the condition preceding the installation of the Facility at no cost to the Buyer. Within one hundred eighty (180) calendar days after payment of the Early Termination Fee, Seller shall remove the Facility and shall remediate and restore the Project Site to the condition preceding the installation of the Facility. If the Facility is located on Buyer’s roof, Seller shall ensure that its removal shall not affect the integrity of the roof, including, without limitation, its leak proof capacity (other than ordinary wear and tear). Upon removal of the Facility, Seller shall leave the applicable site in broom-clean condition at no cost to the Buyer. Should Seller fail to comply with any obligation to remove the Facility and restore the Project Site as required herein, Buyer shall be entitled to draw on the Removal Fund in order to fulfill Seller’s removal and restoration obligations herein, and if any such funds are exhausted, Buyer may exercise any remedies it may have at law or equity against Seller for failure to comply with the terms herein.

(b) The following sections shall survive termination or expiration of this Agreement:
(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
the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

If Indemnifying Party refuses or fails to undertake or diligently prosecute such defense on behalf of Indemnified Party, Indemnified Party will have the right to provide its own defense, and Indemnifying Party will reimburse Indemnified Party for such expenditures, including reasonable attorney's fees and costs. Indemnifying Party's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of Indemnified Party or any other person, except as may arise solely from the negligence or solely from the willful misconduct of the Indemnified Party, its officers, employees or agents, and shall apply without limitation to claims and litigation arising under the Americans with Disabilities Act, inverse condemnation, or any other statutory or legal theory. All obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

To the extent that a portion of Seller's services under this Agreement are design professional services subject to Civil Code Section 2782.8, and to the extent that a particular claim or litigation arises from such design professional services, Seller's obligations under this Section shall be subject to any applicable limitations mandated by Civil Code Section 2782.8.

Seller shall, at its own expense, indemnify, defend, settle, and hold harmless the Buyer and its agencies against any claim or potential claim that any service, technology or good provided by Seller to Buyer under this Agreement, or Buyer's use thereof, infringes any patent, trademark, copyright or other intellectual property rights, including trade secret rights. Seller shall pay all costs, damages and attorneys' fees that a court awards against Buyer as a result of any such claim.

**ARTICLE 11: REPRESENTATIONS, WARRANTIES AND COVENANTS**

11.1 Seller's Representations, Warranties and Covenants

(a) Seller represents, warrants, and covenants to the Buyer that as of the date of the execution of this Agreement:

(b) Seller is duly organized and validly existing as a California limited liability company, and has the lawful power to engage in the business it presently
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.
(c) Seller covenants to maintain and repair the Project Sites if such maintenance and repairs are necessary as a direct result of Sellers’ authorized or permitted use, including without limitation, the repair of any roofs to the reasonable satisfaction of Buyer.

11.3 Buyer Representations and Warranties

Buyer represents and warrants to Seller that as of the Effective Date of this Agreement:

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

(b) This Agreement has been duly and validly executed and delivered by Buyer and, as of the Effective Date, constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms against Buyer, 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; and

(c) There are no actions, suits, proceedings or investigations pending or, to the knowledge of Buyer, threatened in writing against Buyer, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to result in any impairment of the Buyer’s ability to perform its obligations under this Agreement. Seller and Buyer further understand and agree that the Buyer is entering into this Agreement in its capacity as a purchaser of electric power. Nothing in this Agreement shall limit in any way Seller’s obligation to obtain any required approvals from departments, boards, commissions or governmental entities having jurisdiction over this Agreement. By entering into this Agreement, Buyer is in no way modifying Seller’s obligation to cause the Generating Facility to be installed and operated in accordance with all Requirements of Law.

(d) Buyer represents that during the five (5) year period prior to the Effective Date, Buyer sufficient funds for the procurement of utility services have been appropriated by the County.

ARTICLE 12: ASSIGNMENT AND FINANCING

12.1 Collateral Assignment and Assignment to Financing Parties

Buyer acknowledges that Seller will be financing the acquisition, operation, and/or installation of a Facility or the Generating Facilities through a lessor, lender, or with financing accommodations from one or more financing institutions (each a “Financing Party”), and that Seller may assign, or in the case of a sale-leaseback transaction, sell and lease back, the Generating Facilities and/or may
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.
Seller will not sell, lease, or otherwise convey its interest in the Facility to any Person unless it also makes a Full Assignment to such Person and such assignment is permitted by this Agreement. Assignments or transfers not permitted or in compliance with this section will be null and void. Any assignment by Seller without required prior written consent of Buyer shall not release Seller of its obligations hereunder.

12.3 Rights of Assignees Upon Event of Default.

In the case where a Seller has defaulted under its obligations under this Agreement, any Financing Party shall have the right but not the obligation to (a) cure such default on Seller's behalf, including the right to pay all sums due and to perform any other act, duty, or obligation required of Seller hereunder, or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement, or (b) assume the Seller's obligations under this Agreement within 45 days of the Seller's default. For avoidance of doubt, in the event that a Financing Party exercises its right contemplated in this section, such Financing Party shall assume all obligations under this Agreement as well as assuming all of Seller's rights and interests under this Agreement, and thereafter shall become the Successor-in-Interest to Seller under this Agreement.

(i) 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 so assume in writing, and Seller shall have no further obligation to Buyer unless accrued up to that point and will provide notice to Buyer in writing.

(ii) Nothing herein requires the Financing Party to cure any default of Seller under this Agreement (unless the Financing Party has succeeded to Seller's interests under this Agreement). Except as provided, Buyer has no obligation to deal with a Financing Party under this Agreement unless it has succeeded to Seller's right, title, and interest under this Agreement and become the Seller hereunder.

(iii) A Successor-in-Interest shall cure any ongoing Seller Defaults promptly after becoming the Successor-in-Interest and no later than 90 days after becoming Successor-in-Interest. If the Successor-in-Interest does not cure all

(1) Seller Defaults, it will also be considered to be in default and Buyer shall have all rights afforded to Buyer against such Successor-in-Interest under this Agreement as in the case of a Seller Default.

(iv) Buyer will not terminate this Agreement unless it has given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Seller) of its intent to terminate or suspend this
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
Collateral Assignment assignees. In the case that a Seller changes a Collateral Assignment assignee, Seller shall provide Buyer with any relevant, new contact information and payment directions as instructed by Seller. The terms and conditions of this Agreement, apply to any change in Financing Party by Seller. Notwithstanding any language to the contrary, when any assignee chooses to exercise any rights against Buyer, it shall indemnify Buyer per the terms of this Agreement (and shall agree to do so in writing upon request by Buyer) for any claims arising from the exercise of such rights. By way of example and not limitation, such indemnification obligations shall extend to claims by other Financing Parties and Collateral Assignees asserted against Buyer. Any assignee’s ability to exercise any rights against Buyer shall be contingent on the assignee’s assumption of such indemnification obligations.

ARTICLE 13: OTHER TERMS & CONDITIONS

13.1 NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given three (3) days after being sent by registered or certified mail, return receipt requested; one (1) day after being sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

**Buyer:** As listed in Schedule 3 of this Agreement

**Seller:** As listed in Schedule 3 of this Agreement

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

13.2 COMPLIANCE WITH ALL LAWS

The Parties shall at all times comply with all applicable laws, ordinances, rules and regulations. The Parties shall keep themselves fully informed of Buyer’s charter, codes, ordinances and regulations and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with all applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Seller shall procure and maintain all Permits necessary for performance of this Agreement, and shall pay its respective charges and fees in connection therewith. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under.
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
United States District Court in the Northern District of California, Menlo Park, California.

13.10 NATURE OF RELATIONSHIP

(i) The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and the Buyer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.

(j) Seller shall perform pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Buyer. Seller shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Buyer and Seller. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Buyer, nor shall any such person be entitled to any benefits available or granted to employees of the Buyer.

(k) Seller shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Seller’s performing services and work, or any agent or employee of Seller providing same.

(l) Any terms in this Agreement referring to direction from Buyer shall be construed as providing for direction as to policy and the result of Seller’s work only, and not as to the means by which such a result is obtained. Buyer does not retain the right to control the means or the method by which Seller performs work under this Agreement.

13.11 SUBCONTRACTING

All subcontractors shall be subject to background checks and Seller shall notify Buyer of its intent to use a subcontractor prior to such subcontractor’s entry on the Project Site. Seller shall be responsible for directing the work of any approved subcontractors and for any compensation due to any approved subcontractors. Seller shall ensure that all Seller subcontractors comply with this Agreement and shall be responsible for such compliance. Seller shall require any or all subcontractors to sign an agreement requiring compliance with this Agreement. Buyer assumes no responsibility whatsoever concerning compensation or any other responsibility or liability to subcontractors.
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
which recognize the rights of Seller, Seller’s Financing Parties, and Seller and Seller’s Financing Parties’ assignees and successors under this Agreement.

13.17 CONSTRUCTION

The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

13.18 ENTIRE AGREEMENT, INTEGRATION/MERGER CLAUSE

This Agreement, together with all Exhibits and schedules attached hereto, constitute the entire agreement between the Parties and supersedes any and all prior oral or written understandings. No amendment, addition to or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the Parties.

13.19 NON-DISCRIMINATION

Seller shall comply with all applicable Federal, State, and local laws and regulations including Buyer’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Seller shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Seller discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

13.20 NON-EXCLUSIVE CONTRACT

This Agreement does not establish an exclusive contract between the Buyer and the Seller for the purchase of electricity or power or any services. The Buyer expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide electricity, products, support and services; the
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.
13.26 DAMAGE AND REPAIR

Any and all damages to a Party's property caused by the other Party's negligence or operations shall be repaired, replaced or reimbursed by such Party at no charge to the other Party. Repairs and replacements shall be completed within seventy-two (72) hours of the incident, unless the Parties agree to an extension or another time frame, or if such repairs or replacements cannot be completed within such timeframe, then upon notification by the repairing Party then the Parties shall mutually agree on an alternative timeframe to complete such repair or replacement. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from a Party's vehicles or during performance shall be responsibility of such Party. All materials must be cleaned up in a manner and time acceptable to Buyer (completely and immediately to prevent potential as well as actual environmental damage). Seller must immediately report each incident to the Buyer's Public Works Director by calling (650) 330-6740 or by emailing PWSupportStaff@menlopark.org. Damage observed by either Party, whether or not resulting from such Party’s operations or negligence shall be promptly reported to the other Party.

13.27 COOPERATION WITH REVIEW

Seller shall cooperate with Buyer’s periodic review of Seller’s performance. Such review may be conducted on a semi-annual or more frequent basis at the option of the Buyer. Seller shall make itself available onsite to review the progress of the project and Agreement, as requested by the Buyer, upon reasonable advanced notice. Seller agrees to extend to the Buyer or his/her designees and/or designated auditor of the Buyer, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable Buyer, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained. The Seller shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in Buyer audits. The Seller shall pay to Buyer the full amount of any audit determined to be due as a result of Buyer audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

13.28 AUDIT RIGHTS UNDER STATE LAW

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $10,000 shall be subject to audit by the State Auditor.

13.29 DEBARMENT

Seller represents and warrants that it, its employees, subcontractors and agents are not suspended, debarred, or excluded from, or ineligible from, receiving
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.
13.33 PAYMENT OF PREVAILING WAGES

The Seller and all subcontractors under the Seller shall pay all workers on all work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of Menlo Park, pursuant to sections 1770 et seq. of the California Labor Code.

13.34 ACCOUNT MANAGER

Seller must assign an account manager to Buyer to facilitate the contractual relationship, be fully responsible and accountable for fulfilling Buyer’s requirements. Seller represents and warrants that such person will ensure that Buyer receives adequate support, problem resolution assistance and required information on a timely basis.

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

SELLER:     CEI Solar One, LLC.

[Signature]

By: 
Its: 

BUYER:     THE CITY OF MENLO PARK

[Signature]

Alex McIntyre 
City Manager

APPROVED AS TO FORM:

[Signature]

William L. McClure 
City Attorney for the City of Menlo Park
SG 30 / 36KU

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

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

Qualified

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.
### Input Side Data

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<td>Max. input voltage</td>
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<td>Startup voltage</td>
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<td>Nominal input voltage</td>
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<td>MPP voltage range for nominal power</td>
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### Output Side Data

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<td>Protection</td>
<td>adj, 0.8 overexcited~0.8 underexcited</td>
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- **Anti-islanding protection**: Yes
- **LVRT**: Yes
- **DC reverse connection protection**: Yes
- **AC short circuit protection**: Yes
- **Leakage current protection**: Yes
- **DC switch**: Integrated
- **DC fuse**: Integrated
- **Overvoltage protection**: Type III surge arrester (optional Type II DIN rail surge arrester)
- **AC switch**: Optional
- **AC fuse**: Optional

### System Data

<p>| | |</p>
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</tr>
<tr>
<td>Ambient operating temperature range</td>
<td>-25°C~+60°C (&gt;45°C derating), -13°F~+140°F (&gt;113°F derating)</td>
</tr>
<tr>
<td>Allowable relative humidity range</td>
<td>0~100%, no condensing</td>
</tr>
<tr>
<td>Cooling method</td>
<td>Smart forced air cooling</td>
</tr>
<tr>
<td>Max. operating altitude</td>
<td>4000m (&gt;3000m derating), 13123R (&gt;9842ft derating)</td>
</tr>
<tr>
<td>Display</td>
<td>Graphic LCD</td>
</tr>
<tr>
<td>Communication</td>
<td>RS485(optional Ethernet)</td>
</tr>
<tr>
<td>DC connection type</td>
<td>Screw terminals</td>
</tr>
<tr>
<td>AC connection type</td>
<td>Spring clamp terminal</td>
</tr>
<tr>
<td>Certification</td>
<td>cCSAus</td>
</tr>
<tr>
<td>Safety and EMC Standard</td>
<td>UL 1741, IEEE 1547, IEEE1547.1, CSA C22.2#107.1-2001, FCC Part 15 Sub-part B, Class B Limits</td>
</tr>
</tbody>
</table>

### Mechanical Data

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dimensions (W<em>H</em>D)</td>
<td>622<em>980</em>250mm</td>
</tr>
<tr>
<td>Mounting method</td>
<td>Wall bracket or floor bracket</td>
</tr>
<tr>
<td>Weight</td>
<td>65kg</td>
</tr>
</tbody>
</table>

### Circuit Diagram

![Circuit Diagram](image-url)
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 PVsyst's system simulation. Our accredited in-house PV testing facilities guarantee all module component materials meet the highest quality standards possible.

**THE BEST IN CLASS**

**PRODUCT | WARRANTY & INSURANCE**

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

- **25 YEARS** Warranty INSURANCE

**PRODUCT & MANAGEMENT SYSTEM | CERTIFICATES**

- UL 1703 / IEC 61215 performance: CEC listed (US)/ FSEC (US Florida)
- PV CYCLE (EU) UN19177 Reaction to Fire: Class 1

- ISO9001: 2008  | Quality management system
- ISO14001:2004 | Standards for environmental management system
- QCC08000:2012 | 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.
**ELECTRICAL DATA | STC**

<table>
<thead>
<tr>
<th>Electrical Data</th>
<th>CS6X-300P</th>
<th>CS6X-305P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Maximum Power (Pmax)</td>
<td>300 W</td>
<td>305 W</td>
</tr>
<tr>
<td>Optimum Operating Voltage (Vmp)</td>
<td>36.1 V</td>
<td>36.3 V</td>
</tr>
<tr>
<td>Optimum Operating Current (Imp)</td>
<td>8.30 A</td>
<td>8.41 A</td>
</tr>
<tr>
<td>Open Circuit Voltage (Voc)</td>
<td>44.6 V</td>
<td>44.8 V</td>
</tr>
<tr>
<td>Short Circuit Current (Isc)</td>
<td>8.87 A</td>
<td>8.97 A</td>
</tr>
<tr>
<td>Module Efficiency</td>
<td>15.63 %</td>
<td>15.90 %</td>
</tr>
<tr>
<td>Operating Temperature</td>
<td>-40 °C ~ +85 °C</td>
<td></td>
</tr>
<tr>
<td>Maximum System Voltage</td>
<td>1000 V (IEC) / 1000 V (UL) / 600 V (UL)</td>
<td></td>
</tr>
<tr>
<td>Application Classification</td>
<td>Class A</td>
<td></td>
</tr>
<tr>
<td>Power Tolerance</td>
<td>0% +5 W</td>
<td></td>
</tr>
</tbody>
</table>

*Under Standard Test Conditions (STC) of irradiance of 1000W/m², spectrum AM 1.5 and cell temperature of 25°C.*

**ELECTRICAL DATA | NOCT**

<table>
<thead>
<tr>
<th>Electrical Data</th>
<th>CS6X-300P</th>
<th>CS6X-305P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Maximum Power (Pmax)</td>
<td>218 W</td>
<td>221 W</td>
</tr>
<tr>
<td>Optimum Operating Voltage (Vmp)</td>
<td>31.9 V</td>
<td>33.1 V</td>
</tr>
<tr>
<td>Optimum Operating Current (Imp)</td>
<td>6.51 A</td>
<td>6.68 A</td>
</tr>
<tr>
<td>Open Circuit Voltage (Voc)</td>
<td>41.0 V</td>
<td>41.2 V</td>
</tr>
<tr>
<td>Short Circuit Current (Isc)</td>
<td>7.19 A</td>
<td>7.27 A</td>
</tr>
</tbody>
</table>

*Under Nominal Operating Cell Temperature (NOCT), irradiance of 800 W/m², spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.*

**MODULE | MECHANICAL DATA**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cell Type</td>
<td>Poly-crystalline, 6inch</td>
</tr>
<tr>
<td>Cell Arrangement</td>
<td>72 (6 x 12)</td>
</tr>
<tr>
<td>Dimensions</td>
<td>1556 x 982 x 40mm (76.93 x 38.7 x 1.57in)</td>
</tr>
<tr>
<td>Weight</td>
<td>22.9kg (49.5 lbs)</td>
</tr>
<tr>
<td>Front Cover</td>
<td>3.2mm tempered glass</td>
</tr>
<tr>
<td>Frame Material</td>
<td>Anodized aluminium alloy</td>
</tr>
<tr>
<td>I-BOX</td>
<td>IP67, 3 diodes</td>
</tr>
<tr>
<td>Cable</td>
<td>4mm² (IEC)/4mm² &amp; 12AWG 1000V(UL1007V)/12AWG(Ul600V), 1150mm/1300mm**</td>
</tr>
<tr>
<td>Connectors</td>
<td>MC4 or MC4 compatible</td>
</tr>
<tr>
<td>Standard Packaging</td>
<td>24pcs, 668g (quantity and weight per pallet)</td>
</tr>
<tr>
<td>Module Pieces per container</td>
<td>528pcs (40 HQ)</td>
</tr>
</tbody>
</table>

**TEMPERATURE CHARACTERISTICS**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temperature Coefficient (Pmax)</td>
<td>-0.43 %/°C</td>
</tr>
<tr>
<td>Temperature Coefficient (Voc)</td>
<td>-0.34 %/°C</td>
</tr>
<tr>
<td>Temperature Coefficient (Isc)</td>
<td>0.065 %/°C</td>
</tr>
<tr>
<td>Nominal Operating Cell Temperature</td>
<td>+5°C</td>
</tr>
</tbody>
</table>

**PERFORMANCE AT LOW IRRADIANCE**

Industry leading performance at low irradiation, +98.5% module efficiency from an irradiance of 1000W/m² to 200W/m² (AM 1.5, 25°C)
JKM310P-72
POLY CRYSTALLINE MODULE
290-310 Watt
Jinko Solar introduces a brand-new line of high performance modules in wide application.

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 - IEC61701 - IEC62170 - IEC62716 certified products

APPLICATIONS
- On-grid residential rooftop
- On-grid commercial industrial rooftop
- Solar power plants
- Off-grid systems

PV CYCLE A TUV ISO CE
SPECIFICATIONS

<table>
<thead>
<tr>
<th>Module Type</th>
<th>JK230P STC NOCT</th>
<th>JK295P STC NOCT</th>
<th>JK300P STC NOCT</th>
<th>JK305P STC NOCT</th>
<th>JK310P STC NOCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Power Voltage (Vmp)</td>
<td>35.8V 32.1V</td>
<td>36.2V 33.4V</td>
<td>36.8V 33.5V</td>
<td>36.8V 33.5V</td>
<td>37.0V 34.2V</td>
</tr>
<tr>
<td>Open-circuit Voltage (Voc)</td>
<td>44.7V 41.7V</td>
<td>46.1V 41.8V</td>
<td>46.3V 42.1V</td>
<td>45.9V 42.3V</td>
<td>45.9V 42.3V</td>
</tr>
<tr>
<td>Short-circuit Current (Isc)</td>
<td>8.99A 7.03A</td>
<td>8.78A 7.09A</td>
<td>8.84A 7.16A</td>
<td>8.91A 7.21A</td>
<td>8.96A 7.28A</td>
</tr>
<tr>
<td>Module Efficiency STC (%)</td>
<td>14.95% 15.00%</td>
<td>15.00% 15.00%</td>
<td>15.00% 15.00%</td>
<td>15.00% 15.00%</td>
<td></td>
</tr>
<tr>
<td>Operating Temperature(°C)</td>
<td>-40°C ~ +85°C</td>
<td>-40°C ~ +85°C</td>
<td>-40°C ~ +85°C</td>
<td>-40°C ~ +85°C</td>
<td>-40°C ~ +85°C</td>
</tr>
<tr>
<td>Maximum system voltage</td>
<td>1000V DC (IEC)</td>
<td>1000V DC (IEC)</td>
<td>1000V DC (IEC)</td>
<td>1000V DC (IEC)</td>
<td>1000V DC (IEC)</td>
</tr>
<tr>
<td>Maximum series fuse rating</td>
<td>15A</td>
<td>15A</td>
<td>15A</td>
<td>15A</td>
<td>15A</td>
</tr>
<tr>
<td>Power tolerance</td>
<td>0% ± 5%</td>
<td>0% ± 5%</td>
<td>0% ± 5%</td>
<td>0% ± 5%</td>
<td>0% ± 5%</td>
</tr>
<tr>
<td>Temperature coefficients of Pmax</td>
<td>-0.43%/°C</td>
<td>-0.43%/°C</td>
<td>-0.43%/°C</td>
<td>-0.43%/°C</td>
<td>-0.43%/°C</td>
</tr>
<tr>
<td>Temperature coefficients of Voc</td>
<td>-0.32%/°C</td>
<td>-0.32%/°C</td>
<td>-0.32%/°C</td>
<td>-0.32%/°C</td>
<td>-0.32%/°C</td>
</tr>
<tr>
<td>Temperature coefficients of Isc</td>
<td>0.06%/°C</td>
<td>0.06%/°C</td>
<td>0.06%/°C</td>
<td>0.06%/°C</td>
<td>0.06%/°C</td>
</tr>
<tr>
<td>Nominal operating cell temperature: NOCT</td>
<td>45°C</td>
<td>45°C</td>
<td>45°C</td>
<td>45°C</td>
<td>45°C</td>
</tr>
</tbody>
</table>

STC: ☀ Irradiance 1000W/m²  Cell Temperature 25°C  AM=1.5

NOCT: ☀ Irradiance 800W/m²  Ambient Temperature 20°C  AM=1.5  Wind Speed 1m/s

* Power measurement tolerance: ± 3%

The company reserves the final right for explanation on any of the information presented hereby. EN-MKT -510P_rev2013
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, reliable 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
ELECTRICAL DATA @ STC

<table>
<thead>
<tr>
<th>Model</th>
<th>TSM-290 PD14</th>
<th>TSM-295 PD14</th>
<th>TSM-300 PD14</th>
<th>TSM-305 PD14</th>
<th>TSM-310 PD14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak Power Watts-Pmax (Wp)</td>
<td>290</td>
<td>295</td>
<td>300</td>
<td>305</td>
<td>310</td>
</tr>
<tr>
<td>Power Output Tolerance-Pmax (%)</td>
<td>0/+3</td>
<td>0/+3</td>
<td>0/+3</td>
<td>0/+3</td>
<td>0/+3</td>
</tr>
<tr>
<td>Maximum Power Voltage-Vmp (V)</td>
<td>36.1</td>
<td>36.6</td>
<td>36.9</td>
<td>37.0</td>
<td>37.0</td>
</tr>
<tr>
<td>Maximum Power Current-Imp (A)</td>
<td>8.04</td>
<td>8.07</td>
<td>8.13</td>
<td>8.25</td>
<td>8.38</td>
</tr>
<tr>
<td>Open Circuit Voltage-Voc (V)</td>
<td>44.9</td>
<td>45.2</td>
<td>45.3</td>
<td>45.4</td>
<td>45.5</td>
</tr>
<tr>
<td>Short Circuit Current-Isc (A)</td>
<td>8.53</td>
<td>8.55</td>
<td>8.60</td>
<td>8.75</td>
<td>8.85</td>
</tr>
<tr>
<td>Module Efficiency ηm (%)</td>
<td>14.9</td>
<td>15.2</td>
<td>15.3</td>
<td>15.7</td>
<td>16.0</td>
</tr>
</tbody>
</table>

STC: Insolation 1000 W/m², Cell Temperature 25°C, Air Mass AM1.5 according to EN 62854-3. Average efficiency reduction of 4% at 250 W/m² according to EN 62854-1.

ELECTRICAL DATA @ NOCT

<table>
<thead>
<tr>
<th>Model</th>
<th>TSM-290 PD14</th>
<th>TSM-295 PD14</th>
<th>TSM-300 PD14</th>
<th>TSM-305 PD14</th>
<th>TSM-310 PD14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Power-Pmax (Wp)</td>
<td>211</td>
<td>214</td>
<td>218</td>
<td>221</td>
<td>226</td>
</tr>
<tr>
<td>Maximum Power Voltage-Vmp (V)</td>
<td>32.6</td>
<td>33.0</td>
<td>33.3</td>
<td>33.4</td>
<td>33.8</td>
</tr>
<tr>
<td>Maximum Power Current-Imp (A)</td>
<td>6.47</td>
<td>6.48</td>
<td>6.55</td>
<td>6.62</td>
<td>6.68</td>
</tr>
<tr>
<td>Open Circuit Voltage-Voc (V)</td>
<td>40.9</td>
<td>41.2</td>
<td>41.3</td>
<td>41.4</td>
<td>41.5</td>
</tr>
<tr>
<td>Short Circuit Current-Isc (A)</td>
<td>6.97</td>
<td>7.00</td>
<td>7.04</td>
<td>7.17</td>
<td>7.16</td>
</tr>
</tbody>
</table>

NOCT: Insolation at 800 W/m², Ambient Temperature 20°C, Wind Speed 1 m/s.

MECHANICAL DATA

- Solar cells: Multicrystalline (36 x 156 mm (6 inches))
- Cell orientation: 72 cells (6 x 12)
- Module dimensions: 1956 x 992 x 40 mm (77.9 x 39.05 x 1.57 inches)
- Weight: 27.6 kg (60.6 lb)
- Glass: High transparency solar glass 4.0 mm (0.16 inches)
- Frame: Anodized aluminum alloy
- J-Box: IP 65 or IP 67 rated
- Cables: Photovoltaic Technology cable 4.0 mm² (0.066 inches²), 1200 mm (47.2 inches)
- Connector: MC4-EVO 3

TEMPERATURE RATINGS

| Nominal Operating Cell Temperature (NOCT) | 45°C (112°F) |
| Temperature Coefficient of Pmax | -0.44%/°C |
| Temperature Coefficient of Voc | -0.33%/°C |
| Temperature Coefficient of Isc | -0.46%/°C |

MAXIMUM RATINGS

| Operational Temperature | -40°C to +85°C |
| Maximum System Voltage | 1000 V DC (IEC) / 1000 V DC (UL) |
| Max Series Fuse Rating | 15A |

WARRANTY

- 10 year Product Workmanship Warranty
- 25 year Linear Power Warranty
  (Please refer to product warranty for details)

PACKAGING CONFIGURATION

- Modules per box: 25 pieces
- Modules per 40" container: 550 pieces

CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT. © 2013 Trina Solar Limited. All rights reserved. Specifications included in this datasheet are subject to change without notice.
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
4.0 WARRANTY EXCLUSIONS

4.1. This Warranty does not cover any defects or damages caused by:

   a. Improper transportation and delivery
   b. Failure to properly store the Product before installation
   c. Improper installation
   d. Use and application beyond the definition in user manual of the Product
   e. Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the Sungrow current Manual
   f. Repairing, adjustment or alteration, not authorized in writing by Sungrow
   g. Acts of nature such as fire, flood and lightning
   h. Non-compliance with applicable regulations and standards
   i. Voltage surge coming from PV array DC side or from grid AC side

4.2. This warranty does not cover fuses, surge suppressors, filters, or cosmetic damages.

4.3. This Warranty shall be void, if

   a. Serial number of the Product has been altered or cannot be clearly identified
   b. The Product is moved to a new location without written approval from Sungrow
   c. The End-user fails to make any Product subject of a claim available for inspection, testing and correction

5.0 FORCE MAJEURE

5.1. Neither party (Sungrow or the End-user) shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of acts of god or other cause which is beyond the reasonable control of such party and could not have been avoided by the exercise of reasonable prudence, including but not limited to natural disasters (e.g. earthquakes, floods, landslides), explosions, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current or other circumstances with comparable effects (e.g. terroristic attacks, nuclear accidents, war, civil war or similar uprising, general strike, strike, lock-out).

5.2. In the event of the occurrence of any force majeure event, the affected party shall notify the other party immediately in writing of the invocation of this section and each party’s obligations hereunder to the other shall be suspended for the duration of such force majeure event; provided, however, that the affected party shall be obligated to use its commercially reasonable efforts to restore performance hereunder as soon as reasonably practicable, and provided, further, that if such event continues for more than thirty (30) days in the aggregate in any six (6) month period, the non-affected party shall have the right to terminate this agreement at any time upon written notice to the other party.

6.0 END-USER’S OBLIGATIONS

6.1. In order to receive the benefits of this Warranty, the End-user must use the product in a normal way; follow the Product’s current Manual; protect against further damage to the product if there is a discovered defect.

6.2. End-user shall provide Sungrow Service personnel with access to the Site and any special instructions for access to the Site. Sungrow shall have no liability in the event that access is not provided to the Site and End-user will be invoiced for any costs incurred by Sungrow in the event an additional visit is required to the site due to lack of access.

6.3. It is the End-user’s responsibility to notify Sungrow of any hazards at the Site and assure that the Site is free from hazards or obstructions, and that all safety precautions are followed at the Site.

7.0 OTHER LIMITATIONS

7.1. Sungrow’s obligations under this Warranty are expressly conditioned upon receipt by Sungrow of all payments due to it (including interest charges, if any). During such time as Sungrow has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Sungrow shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

8.0 COSTS NOT RELATED TO WARRANTY

8.1. The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Sungrow representatives outside the terms of this Warranty will be borne by the End-user.

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
**EXHIBIT 1: SUNGROW WARRANTY REGISTRATION FORM**

<table>
<thead>
<tr>
<th>Customer information (please print)</th>
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<tbody>
<tr>
<td>First name</td>
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<td>Business name</td>
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<td>☐ Site Owner</td>
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<tr>
<td>Product subject to this warranty (enter information from inverter nameplate)</td>
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<tr>
<td>Model Number</td>
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<td>Serial Number</td>
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<tr>
<td>Warranty information</td>
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<td>Date of Delivery</td>
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<td>☐ 15 years</td>
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<td>☐ 20 years</td>
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</tbody>
</table>

The standard period covered by Sungrow Warranty for Product installed in Canada and United States including 48 States, Hawaii, Alaska, and Puerto Rico is 5 years from the date of shipment for central inverters, and 10 years for string inverters. If Sungrow receives a completed 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.

To request a warranty extension, please check the box next to the appropriate extension option. A Sungrow representative will contact you to complete your order. Or you can directly contact your Sungrow sales contact person to complete an extension order.

To be completed by Sungrow

Termination date of warranty

To register your Sungrow inverter, please mail a copy of this warranty registration form to:

Sungrow Canada Inc.
Attn: Warranty Registration
895 Edgeley Blvd
Vaughan, ON L4K 4V9, Canada

Rev. Aug 2013
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.
Claim Verification and Remediation Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall comply with the following return material authorization ("RMA") process. The Buyer must submit such claim in writing to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time:

**Japan:**
Technical Department, Canadian Solar Japan K.K.
Round-Cross Shinjuku 5-Chome 8F
5-17-5 Shinjuku Shinjuku-ku
Tokyo, Japan 160-0022
Tel: 03-5291-8591
E-mail: service.jp@canadiansolar.com

**Rest of Asia Pacific & Australia:**
Customer Service Department, CSI Solar Power (China) Inc.
199 Lushan Road, Suzhou New District Jiangsu
China, 215129
Tel.: +86 (512) 66908088
E-mail: service.cn@canadiansolar.com

**Europe, Middle East & Africa:**
Customer Service Department, Canadian Solar EMEA GmbH
Landsberger Strasse 94
80339 Munich
Germany
Tel.: +49 (0) 89 - 5199689-0
Email: service.emea@canadiansolar.com

**North America & South America:**
Customer Service Department, Canadian Solar Inc.
545 Speedvale Ave.
West Guelph, Ontario N1K 1E6
Canada
Tel: +1 855 315 8915
E-mail: service.ca@canadiansolar.com

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the Buyer’s claim.

Warranty claims may only be made by the original buyer or a person to whom the title to the applicable module(s) has been transferred, provided that the modules remain in their original location and configuration.

Upon receipt of such written claim, Canadian Solar may seek further verification of the Buyer’s claim of a breach of one of the foregoing limited warranties. Except as otherwise set forth above, the Buyer will return the allegedly-defective products to Canadian Solar in accordance with written RMA authorization and return packaging and shipping instructions from Canadian Solar. The return of any product will not be accepted by Canadian Solar unless prior written authorization has been given by Canadian Solar and the Buyer has complied with the packaging and shipping instructions provided by Canadian Solar.

If Canadian Solar verifies in its reasonable judgment that a module does not comply with the limited warranties set forth above, then Canadian Solar, at its option, will either repair the affected module and return it to the Buyer, provide a new or refurbished replacement module shipped to the Buyer at the Buyer’s expense, or provide an appropriate residual market value of the reduced performance of product(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. Canadian Solar reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Canadian Solar.


Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single incident, then if Canadian Solar remedies such incidents as set forth above, Canadian Solar shall be deemed to have resolved all applicable warranty claims arising from such an incident.
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.
Jinko Solar Import and Export Co., Ltd. ("Jinko") generally provides the Warranties set forth herein to the original purchaser and its permitted successors and assigns ("Customer") with respect to all solar photovoltaic modules sold by Jinko under purchase agreements signed on or after May 1, 2014 ("Modules"), subject to the terms and conditions herein ("Limited Warranty"). Jinko and Customer may hereinafter be referred to each as a "Party" and collectively as the "Parties".

1. WARRANTY START DATE. Jinko provides the Warranties set forth herein commencing upon the earlier of delivery of Modules to the original purchaser thereof or that date which is one hundred and eighty (180) days following the Module manufacture date, as indicated by the serial number [digit no. 7 – 12 (YYMMDD), starting from the left side of the serial number] for such Module ("Warranty Start Date").

2. LIMITED PRODUCT WARRANTY. Beginning on the Warranty Start Date and terminating on that date which is one hundred and twenty (120) months thereafter, Jinko warrants that the Modules and their respective DC connectors and cables, if any, shall be free from material defects in design, materials and workmanship that affect the performance of the Module ("Limited Product Warranty"). Material defects shall not include normal wear and tear.

3. LIMITED POWER WARRANTY. Jinko warrants that the Degradation Rate shall not exceed the following for the periods identified following the Warranty Start Date: (a) 10% by that date which is twelve (12) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 90% of the Nominal Power Output; and (b) 20% by that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 80% of the Nominal Power Output ("Limited Power Warranty").

4. POWER DEFINITIONS. "Nominal Power Output (PO₀)" means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Jinko and indicated on the Module, excluding any specified positive tolerance. "Actual Power Output (PO)" means the power output of the Module, expressed in Watts, at Watt peak that a Module generates at a given point in time in a year after the Warranty Start Date (t) in its Maximum Power Point under Standard Test Conditions, corrected for any measurement error ("STC"). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per m²; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The "Degradation Rate (DR)" shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - \left(\frac{PO}{PO₀}\right)$$

5. CLAIMS. Customer shall bear the burden of establishing a breach of the Warranties hereunder. If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, "Warranties"), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Jinko setting forth the following information related to the claim: (a) party making claim; (b) detailed description; (c) evidence, including photographs and data; (d) relevant serial numbers; (e) Warranty Start Date; (f) Module type; (g) physical address; (h) any additional evidence reasonably requested by Jinko; and (i) upon request from Jinko, the actual Module(s)
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 SUD 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 warranted 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,
vandalism, tampering, accidental breakage, or other events beyond Jinko’s control, resulting in material damage to the Module; (e) installed on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; (f) subject to direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components; or (g) used in a manner inconsistent with the version of Jinko Installation Manual available at www.jinkosolar.com on the date the Module is manufactured. The Warranties shall not apply to any Module for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranty shall not apply to Modules for which full and final payment has not been received by Jinko.

8. NOTICE. Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notices and facsimile notices shall be addressed to the Jinko office located closest to the place of original installation, as identified at www.jinkosolar.com/contact.html. Notices by e-mail should be sent to cs@jinkosolar.com. Customer shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 8.

9. LIMITS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE MODULES AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE MODULES. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL JINKO BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF CUSTOMER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, JINKO 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 THIS LIMITED WARRANTY.

10. ASSIGNMENT. Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Customer and there are no third party beneficiaries hereof; provided, however, subject to written notice to and Jinko’s receipt of full and final payment for the Modules, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this
LIMITED WARRANTY
REV. 050114

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]
Limited Warranty

Changzhou Trina Solar Energy Co., Ltd ("Trina Solar") hereby grants the following Limited Warranty to the first customer installing (for its own use) (the "Buyer") any of the specified (and no other) brand models listed below (the "Products"):  

1) Warranted Products

This Limited Warranty shall only apply to the following Products:

a) Polycrystalline Products
TSM-***PA03; TSM-***PA05, TSM-***PA05.05, TSM-***PA05.08; TSM-***PA05A, TSM-***PA05A.05, TSM-***PA05A.08; TSM-***PA14; TSM-***PA14A; TSM-***PA05.10, TSM-***PA05.15, TSM-***PA05.18, TSM-***PA05A.10, TSM-***PA05A.15, TSM-***PA05A.18, TSM-***PA05.002, TSM-***PA05.052, TSM-***PA05.082, TSM-***PA05.102, TSM-***PA05.182, TSM-***PA05.20, TSM-***PA05.25, TSM-***PA05.28, TSM-***PA14.20;

TSM-***PC03; TSM-***PC05, TSM-***PC05.01, TSM-***PC05.05, TSM-***PC05.08; TSM-***PC05A, TSM-***PC05A.05, TSM-***PC05A.08; TSM-***PC14; TSM-***PC14A; TSM-***PC05.10, TSM-***PC05.15, TSM-***PC05.18, TSM-***PC05A.10, TSM-***PC05A.15, TSM-***PC05A.18, TSM-***PC05A.002, TSM-***PC05A.052, TSM-***PC05A.082, TSM-***PC06, TSM-***PC06.08, TSM-***PC05A.50, TSM-***PC05A.20, TSM-***PC05A.25, TSM-***PC05A.28;

TSM-***PD14; TSM-***PD14.002;

TSM-***PD05; TSM-***PD05.002, TSM-***PD05.082, TSM-***PD05.182;

b) Monocrystalline Products
TSM-***DA01, TSM-***DA01.05; TSM-***DA01A, TSM-***DA01A.05, TSM-***DA01A.08; TSM-***DA03; TSM-***DA05; TSM-***DA01A.10, TSM-***DA01A.15, TSM-***DA01A.18, TSM-DA01A.002, TSM-DA01A.052, TSM-DA01A.082;

TSM-***DC01, TSM-***DC01.01, TSM-***DC01.05; TSM-***DC01A, TSM-***DC01A.05, TSM-DC01A.08; TSM-***DC03; TSM-***DC05; TSM-***DC80, TSM-***DC80.08; TSM-***DC01A.10, TSM-***DC01A.15, TSM-***DC01A.18; TSM-DC01A.002, TSM-DC01A.052, TSM-DC01A.082, TSM-***DC05A, TSM-***DC05A.05, TSM-*** DC05A.08, TSM-*** DC05A.002, TSM-*** DC05A.052, TSM*** DC05A.082, TSM*** DC05A.20, TSM*** DC05A.25, TSM*** DC05A.28
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 (Incoterm 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
The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to:

a) Failure to pay the purchase price towards Trina Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from Trina Solar or its subsidiary ("Direct Customer") is not entitled to withhold the purchase price or parts of the purchase price. Trina Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that Trina Solar can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;

b) Failure to comply with Trina Solar’s installation manual applicable during the Validity of this Limited Warranty pursuant to Sec 10;

c) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;

d) The Product’s type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Trina Solar);

e) The Product’s installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;

f) Exposure to voltage in excess to the maximum system voltage or power surges;

g) Defective components in the construction on which the module is mounted;

h) exposure to mold discoloration or similar external effects;

i) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Trina Solar’s reasonable control (including damage by fire, flood, etc.);

j) use of the Products in such a manner as to infringe Trina Solar’s or any third party’s intellectual property rights (e.g. patents, trademarks). Parallel importation, which is defined as subsequent sale without the consent of Trina Solar from the country in which the Product(s) were first put on the market to another country, is regarded as an infringement of Trina Solar’s intellectual property rights. This does not apply for sales within the European Union: such sales from one Member State to another Member State do not require the consent of Trina Solar, whereas sales from outside the European Union into the European Union require such consent of Trina Solar;

k) Only for buyers located in Australia applies: The "Limited Warranty" is only valid for products from authorised Australian resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorised Australian resellers.

l) Only for buyers located in the US applies: The "Limited Warranty" is only valid for products from authorised US resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorised US resellers.

5) Repair, Replacement or Refund Remedy
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
or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

6) Rights and Remedies against Third Parties
This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

   a) Buyer shall notify Trina Solar under this Limited Warranty using Trina Solar’s Customer Service Portal at the web address http://customerservice.trinasolar.com; alternatively by letter or facsimile to the customer support center in the region:

   **Europe Customer Support**
   Trina Solar (Schweiz) AG
   Richtistrasse 11,
   8304 Wallisellen, Switzerland
   T +41 43 299 68 00
   F +41 43 299 68 10
   http://customerservice.trinasolar.com

   **Australia Customer Support**
   Trina Solar Australia Pty Ltd
   Level 35, 60 Margaret Street,
   Sydney NSW 2000, Australia
   T +61 (0)2 9199 8500
   F +61 2 9199 8006
   http://customerservice.trinasolar.com

   **North America Customer Support**
   Trina Solar (U.S.), Inc.
   100 Century Center, Suite 501,
   San Jose CA 95112, USA
   T +1 800 696 7114
   F +1 800 696 0166
   http://customerservice.trinasolar.com

   **Japan Customer Support**
   Trina Solar (Japan) Limited
   World Trade Center Building 21F
   4-1, Hamamatsu-cho, 2-chome,
   Minato-ku, Tokyo, Japan, 105-6121
   T +81-3-3437-7000
   F +81-3-3437-7001
   http://customerservice.trinasolar.com

   **Rest of World (ROW) Customer Support**
   Changzhou Trina Solar Energy Company Limited
   No. 2 Trina Road, Trina PV Industrial Park,
   New District, Changzhou, Jiangsu,
   P.R. China, 213031
   T +86 519 8548 2008
   F +86 519 8517 6021
   http://customerservice.trinasolar.com
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
Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e) above) or unless modified in writing and signed by an officer of Trina Solar, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

12) Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

13) Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and Trina Solar shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country’s conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Product(s).
Exhibit B

Engineering and Construction Requirements

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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
Exhibit B. Engineering and Construction Requirements

include a CPM network diagram of sufficient detail to show how Mandatory Milestones are intended to be met. If a schedule submitted by Seller includes changes affecting the achievement of Mandatory Milestones, Seller should clearly identify and justify those changes.

Seller is encouraged to phase the Work in a way that supports efficient and effective delivery of design and build services. The Mandatory Milestones set forth in Schedule 8 to this Agreement shall be reflected in the schedule and where applicable, represent the dates upon which each milestone is to be achieved for all Project Sites in this Agreement.

2.3 Submittals

Seller shall provide the submittals set forth in Schedule 8 to this Agreement as part of the performance of the Work. The cost of developing and providing submittals shall be included in the Project price.

2.4 Solar Incentives

Seller, with Buyer’s reasonable cooperation, shall submit applications for all available energy production incentives (e.g., CSI, SGIP, etc.) or, should the Buyer already have submitted such applications, assume responsibility for all future requirements (agreements, submittals, etc.) related to these programs. This includes actions necessary to ensure compliance with the PG&E’s net metering program and all interconnection agreements and related documents for Buyer participation and utilization of the benefits of each applicable program. 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. Seller shall be responsible for providing updated documentation to incentive program administrators throughout the project, as required by rules of the relevant incentive programs. Incentives shall be paid to the Buyer if the system is to be purchased and to the Seller should the system be owned by a third-party.

2.5 Interconnection Applications

Seller shall be responsible for preparing and submitting interconnection application to appropriate utility and department. Seller shall pay the PG&E Interconnection Agreement application fee, if applicable, for a behind the meter, distributed generation net-metered project.
Exhibit B. Engineering and Construction Requirements

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
documents and equipment specifications to illustrate the size, character, and quality of the Project and demonstrate that it meets the performance specifications defined in this RFP. The Design Development documents shall represent 100% of the intended scope for the Project.

3.1.3 Construction Documents

Seller shall prepare Construction Documents (CDs) depicting the detailed construction requirements of the Project. CDs shall conform to all applicable governmental, regulatory, and code requirements, and all pertinent federal, state, and local permitting agencies. The CDs shall show the work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project. CDs shall comply with and illustrate methods to achieve the performance specifications of this RFP. CDs shall be stamped by the engineer of record and any other required engineering disciplines.

3.2 Sellers' License Classification

In accordance with the provisions of California Public Contract Code §3300, the Buyer requires that Respondents possess, at the time of submission of a Proposal, at the time of award of this Agreement and at all time during construction activities, a General Contractor License (B), Electrical Contractor License (C-10), or Solar Contractor License (C-46). It shall be acceptable for a Respondent that does not possess a C-10 or C-46 License to list a Subcontractor with a C-10 or C-46 License.

3.3 Design Submittals

Seller shall prepare a comprehensive submittal package for each phase of the Work that will be reviewed and approved by the Buyer. At a minimum, each submittal package shall include the elements required to convey in sufficient detail the following for each phase of the design:

- Project Site Layout Drawings, with distances from roof edges and existing equipment, as applicable
- Construction Specifications (trenching, mounting, etc.)
- Equipment Layout Drawings
- Detailed Drawings
- Electrical Single-Line and Three-Line Diagrams
- Module Stringing Diagrams
- Electric Wire and Conduit Schedule
- Electrical Warning Labels & Placards Plans
- Lighting Plan (for carports)
- Network Connection Diagrams
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.
3.5.2 Electrical Design Standards

The design, products, and installation shall comply with at least, but not limited to, the following electrical industry standards, wherever applicable:

- Electronic Industries Association (EIA) Standard 569
- Illumination Engineering Society of North America (IESNA) Lighting Standards
- Institute of Electrical and Electronics Engineers (IEEE) Standards
- National Electrical Manufacturers Association (NEMA)
- National Electric Code (NEC)
- Insulated Power Cable Engineers Association (IPCEA)
- Certified Ballast Manufacturers Association (CBMA)
- Underwriters Laboratories, Inc. (UL)
- National Fire Protection Association (NFPA)
- Pacific Gas and Electric Utility Requirements
- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- American Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM)
- National Electrical Contractors Association (NECA)
- National Electrical Testing Association (NETA)
- International Building Code (IBC)
- California Building Code (CBC)
- All other Authorities Having Jurisdiction

3.5.3 Modules

In addition to the above, the PV modules proposed by Seller shall comply with at least, but not limited to, the following:

IEEE 1262 “Recommended Practice for Qualifications of Photovoltaic Modules”.

System modules shall be UL1703 listed.

Modules shall be new, undamaged, fully warranted without defect.

Modules shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/pv_modules.php

Modules shall have minimum maintenance requirements and high reliability, have a minimum 25-year design life, and be designed for normal, unattended operation.
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

- Power factor shall be 0.99 or higher.
- Inverter selection shall take into account anticipated noise levels produced and minimize interference with Buyer activities.
- Inverters shall have a minimum efficiency, based on the device’s power rating, of 96%.
- Inverters shall be 600V minimum. 1000V inverters are acceptable.

3.5.5 Electrical Balance of System Components

- Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- String combiner boxes shall be load-break, disconnecting types, such that opening the combiner boxes shall break the circuit between combiner box feeders and inverters.
- All system wiring and conduit must comply with NEC stipulations, and all indoor and outdoor wiring, outdoor-rated or otherwise, must be enclosed in EMT or RIGID conduit or covered raceway, except adjacent panel connections. [All outdoor EMT shall be weatherproof with weatherproof fittings and boxes, this may include rugged die cast aluminum construction and powder coated finish for added corrosion protection.]
- All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.

3.5.6 Mounting Systems

The mounting systems shall be designed and installed such that the PV modules may be fixed or tracking with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion, UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. The Seller’s design shall sufficiently respond to the design requirements imposed by Federal, State, and local jurisdictions in effect at the time of Agreement execution and any pending code decisions affecting the design shall be identified during Schematic Design. Seller shall conduct an analysis, and submit evidence thereof, including calculations, of each structure affected by the performance of the scope described herein, and all attachments and amendments. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV, equipment, or other activity related to this scope. Mounting systems must also meet the following requirements at a minimum:
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.
Proposed roof top mounted systems may be ballasted, standing seam attachment, or penetrating systems and must meet or exceed the following requirements:

- Systems shall not exceed the ability of the existing structure to support the entire solar system and withstand increased wind uplift and seismic loads. The capability of the existing structure to support proposed solar systems shall be verified by Seller prior to design approval.
- Roof penetrations, if part of the mounting solution, shall be kept to a minimum.
- Seller shall perform all work so that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted.
- No work shall compromise roof drainage, cause damming or standing water or cause excessive soil build-up.
- All materials and/or sealants must be chemically compatible.
- Thermal movement that causes scuffing to the roof must be mitigated as part of the mounting solution.
- All penetrations shall be waterproofed.
- Detail(s) for the sealing of any roof penetrations shall be approved in writing to the Buyer, as well as the manufacturer of the existing roofing system, as part of system design review and approval – prior to Seller proceeding with work. The Buyer will make available the roofing manufacturer for each building for consultation with Seller as part of the design process.
- All roofing penetrations and waterproofing shall be performed or overseen by a licensed roofing contractor who is certified by the roofing materials manufacturer for the specific materials or systems comprising each roof upon which a solar system will be installed. The roofing contractor shall also be safety prequalified by the Buyer.
- As part of the design submittals, Seller shall include signed certificates from the roofing manufacturer stating:
  - The roofing contractor is certified installer of Complete Roofing System.
  - The manufacturer’s Technical Representative is qualified and authorized to approve project.
  - Project Plans and specs meet the requirements of the warranty of the Complete Roofing System for the specified period.
  - Existing warranty incorporates the new roofing work and flashing work.
- Any damage to roofing material during installation of solar systems must be remedied by Seller.
- The installation of PV modules, inverters and other equipment on building roofs will be designed to minimize visibility of the equipment from the ground.
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 interconnected 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.
3.5.12 Infrastructure for Ground Mount Systems

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

- Fencing: the site shall be surrounded by a fence to prevent unauthorized personnel from gaining access the site. The fence shall be a eight (8) foot high chain link fence with vinyl privacy slats.
- Gates shall be installed to enable site access for trucks.
- A pathway a minimum of ten (10) feet wide passable by a maintenance truck shall be provided within the array fence to allow for access to all equipment enclosed within the fence area.
- Access to water for maintenance (module cleaning) purposes, as determined adequate by Seller and approved by the Buyer.
- Access to low voltage (120V) AC power to power maintenance equipment and miscellaneous equipment.
- Seller shall install and ensure activation of sufficient security cameras on site to monitor array area, connected to the site's security system, in collaboration with the Buyer.
- Seller will be responsible for installing an acceptable surface cover material under and around the modules and throughout the site that provides appropriate weed control, erosion and dust management.
- Seller will be responsible for creating an access road to any ground mount system for maintenance and fire access purposes. The access road shall be passable under all weather conditions.

3.5.13 Lightning and Surge Protection

Seller shall utilize surge suppressors to protect the appropriate equipment from electrical surges.

3.5.14 Short Circuit Coordination

As part of their design submittals, Seller shall identify overcurrent protective devices installed on the project (AC/DC fuses and AC/DC circuit breakers). Design submittals shall include calculations and demonstrate that the devices installed as part of the PV project are coordinated with the rest of each site's distribution, preventing an unintentional outage due to an isolated PV system fault.
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
completing conduit runs when neither conduit can be turned and to permit breaking the conduit run at the union. Set screw connectors are not acceptable.

- All conduits, boxes, enclosures, etc. shall be secured per NEC 690 requirements.
- All conductors shall be insulated copper rated for 600V, minimum. 1000V-rated conductors shall be used for systems rated as such. DC conductors shall be PV Wire or USE-2 600V UL Listed Sunlight resistant wire.
- All items shall be U.L. listed and shall bear the U.L. label.
- All spare conduits shall be cleaned, mandrelled, and provided with a pullwire. Spare conduits shall be required for security cameras for ground mount systems.
- All feeders and branch circuits shall be sized to minimize voltage drop and losses and shall be in compliance with NEC requirements.
- Seller shall furnish, install, and connect combiners and recombiners as necessary to complete the System. Enclosures for combiners and recombiners shall be NEMA 3R Rated outdoor or NEMA 1 indoor or higher.
- All systems, conduit, boxes, components, etc. shall be grounded and bonded per NEC requirements and in accordance with Section 3.5.16.
- All exposed conduit runs over 100-feet in length or passing over building connection points shall have expansion joints to allow for thermal expansion and building shift.
- 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.
- Design Builder shall install and secure the exposed string cable hom runs along the beams or structure where the combiner box is installed.
- All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.
- Acceptable wire loss in DC circuits is < 1.5% and acceptable wire loss in AC circuits is < 1.5% as well.
- 1000V systems are acceptable.

3.5.16 Grounding and Bonding

- Module ground wiring splices shall be made with irreversible crimp connectors.
- All exposed ground wiring must be routed above the lower surface of any structural framing.
- For shade structure installations, grounding electrode conductors shall be bonded to structure columns either just below grade or below the top surface of concrete bollards.
Exhibit B. Engineering and Construction Requirements

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-candies 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

The DAS(s) shall provide access to at least the following data:

- Instantaneous AC system output (kW)
- PV System production (kWh) over pre-defined intervals that may be user configured
- AC and DC voltage
- In-plane irradiance
- Ambient and back-of-module temperature (at least two (2) sensors for each, at different positions in the array)
- Inverter status flags and general system status information
- System availability
- Site Load information. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.

Environmental data (temperatures and irradiance) shall be collected via an individual weather station installed for each site.

Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the Buyer for the term of the Project. The online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual production. Historical data from the full lifetime of the PV system shall be available through the online interface.

The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document. Additionally, Seller shall make available, at no additional cost, the following:

- Monthly Production report shall be available online to the Buyer personnel.
- System performance data shall be made available electronically to the Buyer in a format and at a frequency to be determined during the Design Review process.
- Additional reports shall be made available to the Buyer to assist the Buyer in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.
- A Monitoring Manual shall be provided to the Buyer in printed or on-line form that describes how to use the monitoring system, including the export of data and the
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:

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

Any Seller whose system design does not adhere to these rules shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

Any trees that are in the footprint of systems to be installed by the Seller shall be removed by the Seller at their expense, subject to the approval of the Buyer. A tree shall be considered to be in the footprint of a system if its canopy would extend over any part of the system, including structural components or modules. The Buyer will remove or prune, at its discretion, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Seller identifies these trees during the design process. The Seller shall be responsible for any required tree remediation efforts resulting from tree removal that is deemed the Seller’s responsibility.

3.6 Warranties

Seller shall provide a comprehensive ten (10) year warranty on all solar energy equipment for electricity generation (PV Modules & inverters) to provide for no-cost repair and replacement of the system for any expenses not otherwise covered by the manufacturer.

Additionally, the following minimum warranties are required:

- **PV Modules**: The PV modules are to be warranted against degradation of power output of greater than 10% of the original minimum rated power in the first ten (10) years and greater than 20% in the first twenty (20) years of operation.
- **Inverters**: Inverters shall carry a minimum 10-year warranty (direct purchase price must include a 20-year warranty).
- **Meters**: At minimum, meters shall have a one (1) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- **Mounting system**: twenty (20) year warranty, covering at least structural integrity and corrosion.
- **Balance of system components**: the remainder of system components shall carry manufacturer warranties conforming to industry standards.

All work performed by Seller must not render void, violate, or otherwise jeopardize any preexisting Buyer facility or building warranties or the warranties of system components.
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

To ensure the highest quality of the installation, Seller shall:

- Implement policies and procedures to ensure proper oversight of construction work, verification of adherence to construction documents and contractual requirements, and rapid identification and mitigation of issues and risks.
- Utilize best practice methods for communicating progress, performing work according to the approved Project schedule, and completing the Project on-time.
- Keep the Site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with applicable Law.
- Provide equipment marking, as well as labeling and signage for the Project that shall be removed after Project completion.
- Fully comply with all applicable notification, safety and Work rules (including Buyer safety standards) when working on or near Buyer facilities.
- Provide Special Inspection for trenching, rebar, concrete, welding, and roof attachment work, according to AHJ requirements.
- Route all electrical collection system wiring and conduits in a neat and orderly fashion and in accordance with all applicable code requirements. All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
- Torque all mechanical and electrical connections and terminations according to manufacturer specifications, with marking/sealing of all electrical terminations at appropriate torque point.
- Provide all temporary road and warning signs, flagmen or equipment as required to safely execute the Work. Street sweeping services shall also be provided as required to keep any dirt, soil, mud, etc. off of roads. Comply with all state and local storm water pollution prevention (SWPP) ordinances.

4.5 Removal and Remediation

SELLER SHALL REMOVE ALL CONSTRUCTION SPOILS, ABANDONED FOOTINGS, UTILITIES, CONSTRUCTION EQUIPMENT AND OTHER BYPRODUCTS OF CONSTRUCTION. ALL DISTURBED AREAS INCLUDING LANDSCAPING, ASPHALT, AND CONCRETE SHALL BE REMEDIATED TO BE IN EQUAL OR BETTER CONDITION THAN FOUND. PARKING LOTS SHALL BE RE-STRIPED IF AFFECTED BY CONSTRUCTION OPERATIONS.

THE SITE SHALL BE LEFT CLEAN AND FREE OF DEBRIS OR DIRT THAT HAS ACCUMULATED AS A RESULT OF CONSTRUCTION OPERATIONS.
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

After Seller conducts all Acceptance Testing based on the Testing Plan, Seller shall submit a detailed Acceptance Test Report to the Buyer for review.

The Acceptance Test Report shall document the results of the tests conducted following the Testing Plan, and include additional information such as the date and time each test was performed. It shall also make reference to any problem and deficiencies found during testing. If there was troubleshooting done, the Report shall describe the troubleshooting methods and strategy. Seller shall be responsible for providing the labor and equipment necessary to troubleshoot the System.

5.2 System Startup

Following Buyer approval of the Acceptance Test Report, Seller shall conduct tests over twenty-four (24) hours and at a time resolution of fifteen (15) minutes, recording the following data:

- Average AC output (kW)
- Average DC output (kW)
- Hourly PV system production (kWh)
- AC and DC voltage
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information

These data points shall be presented in a manner that best depicts the actual performance of the system for Buyer review and approval and shall be submitted as part of the Startup Test Report.

5.3 Proving Period (30 days)

Upon completion of Acceptance Testing and System Startup, Seller shall monitor the system during a thirty (30) day Proving Period and submit a report for Buyer review. This includes monitoring system output and ensuring the correct functioning of system components over this time. The values for the following data shall be acquired every fifteen (15) minutes over thirty (30) days:

- AC system output (kW)
- PV system production (kWh)
- AC and DC voltage
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information
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

6. Operations and Maintenance

Seller shall perform all necessary preventive and corrective maintenance, which includes routine maintenance adjustments, replacements, and electrical panel/transformer/inverter cleaning (interior and exterior). Maintenance by Seller shall ensure that all warranties, particularly inverter warranties, are preserved. The frequency and timing of any panel wash-downs shall be determined by Seller based on system monitoring data. Environmental sensors will be evaluated on an ongoing basis to ensure accuracy.

Seller shall perform the following maintenance services, at a minimum, as described in the following sections:

6.1 Preventive Maintenance

Preventive Maintenance shall be performed at least annually and include:

- System testing (voltage/amperage) at inverter and string levels
- System visual inspection and necessary corrections:
  - Inspect for stolen, broken or damaged PV modules, record damage and location.
  - Inspect PV wiring for loose connections and wire condition. Inspect for wires in contact with the structure or hanging loose from racking.
  - Check mechanical attachment of the PV modules to the racking.
  - Check attachment of racking components to each other and the structure.
  - Verify proper system grounding is in place from panels to the inverter.
  - Check conduits and raceways for proper anchorage to structures.
  - Inspect all metallic parts for corrosion.
  - Check combiner boxes for proper fuse sizes and continuity.
  - Inspect all wiring connections for signs of poor contact at terminals (burning, discoloration, etc).
  - Inspect disconnects for proper operation.
  - Survey entire jobsite for debris or obstructions.
  - Inspect fasteners for proper torque and corrosion.
  - Inspect inverter pad for cracking or settling.
  - Inspect electrical hardware for proper warning and rating labeling.
  - Review as built documentation as needed.
  - Inspect alignment of arrays and racking to identify settling foundations or loose attachments
  - Inspect operation of tracking hinges, pivots, motors and actuators if present.
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 Fabling (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 B. Engineering and Construction Requirements

- Record all operating voltages and current readings via the front display panel.
- Record all inspections completed.
- Inform inverter manufacturer of all deficiencies identified.
- Oversee inverter manufacturer performance of In-Warranty replacement of failed inverter components.
- Customer advocacy with vendors.

6.5 Other System Services

- O&M Manuals – Seller shall provide one (1) copy of O&M Manuals. Updated editions of O&M Manuals shall be sent electronically to the Buyer as they become available.
- Management of long term service and warranty agreements, ongoing.
- Seller shall log all maintenance calls and document all maintenance activities. These activities shall be presented in a report, which is to be submitted to the Buyer on a minimum monthly basis.

7. Production Guarantee

8. Training

The Respondent shall provide emergency shutdown training and standard PV safety training for Buyer's personnel.

Upon exercise by Buyer of Purchase Option, Seller shall make additional system training available to Buyer at an additional, agreed upon price. Training shall include, at a minimum, the following:

- PV system safety, including shut-down procedures
- PV module maintenance and troubleshooting
- Inverter overview and maintenance procedures
- Calibration and adjustment procedures for the inverters and tracking systems (if any)
- DAS and monitoring solution, including standard and custom reporting
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

**Exhibit D**

**Form of Attestation**

FORM OF ATTESTATION Environmental Attribute Attestation and Bill of Sale

CEI Solar One, LLC. ("Seller") hereby sells, transfers and delivers to the City of Menlo Park ("Buyer") the Environmental Attributes and Environmental Attributes Reporting Rights associated with the generation of the indicated energy for delivery to the grid (as such terms are defined in the Regional Power Purchase Agreement ("Agreement") dated October 7, 2014, between Buyer and Seller) arising from the generation for delivery to the grid of the energy by the Generating Facility described below:

Facility name and location: Onetta Harris Community Center  
100 Terminal Ave., Menlo Park, CA, 94025

Project Name:  
EIAID#:  
CEC ID#:  
ISO Meter ID#:  
Fuel Type: Capacity (MW):  
Commercial Operation Date:  

<table>
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<th>Dates MWhs generated</th>
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In the amount of one Environmental Attribute for each megawatt hour generated; and Seller further attests, warrants and represents as follows:

1. To the best of its knowledge, the information provided herein is true and correct;

2. This transfer to Buyer is the one and only sale of the Environmental Attributes and associated Environmental Attributes Reporting Rights referenced herein;

3. The Facility generated and delivered to the grid the energy in the amount indicated as undifferentiated energy; and

(Check one)

| ☐ ☐ ☐ | Seller owns the facility. |
| ☐ ☐ ☐ | To the best of Seller’s knowledge, each of the Environmental Attributes associated with the generation of the indicated energy for delivery to the grid have been generated and sold by the Facility. |
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:
Exhibit E. Insurance Requirements

Exhibit E
Insurance Requirements

A. ENDORSEMENTS AND CONDITIONS APPLYING TO ALL PHASES INSURANCE

Without limiting the Seller’s indemnification of the Buyer, the Seller shall provide and maintain at its own expense, during the term of this Agreement, or phase of this Agreement if coverage is phase-specific, or as may be further required herein, the following insurance coverage’s and provisions:

1. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the Buyer. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 0413. Pursuant to the provisions of this Agreement insurance effected or procured by the Seller shall not reduce or limit Seller’s contractual obligation to indemnify and defend the Indemnified Parties.

2. EVIDENCE OF COVERAGE: Before commencing operations under this Agreement, Seller shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Buyer, evidencing that all required insurance coverage is in effect. The Buyer reserves the rights to require the Seller to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices.

The Seller shall not receive a Notice to Proceed with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the Buyer. This approval of insurance shall neither relieve nor decrease the liability of the Seller.

3. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies. In addition, Insurance policies and coverage(s) written on a claims-made basis:
   - Shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies and until 5 years following the letter of termination of this Agreement/Phase of this Agreement and acceptance of all work provided under this Agreement.
   - The retroactive date must be before the execution date of the contract or the beginning of contract work.
   - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Seller must purchase extended reporting period coverage for a minimum of five (5) years after completion of work.
Exhibit E. Insurance Requirements

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

The Buyer acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Seller. However, this shall not in any way limit liabilities assumed by the Seller under this Agreement. Any self-insurance shall be approved in writing by the Buyer upon satisfactory evidence of financial capacity. Seller’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

The Buyer acknowledges that some insurance requirements contained in this Agreement may be fulfilled by a combination of primary and excess liability policies. However, this shall not in any way limit liabilities assumed by the Seller under this Agreement.

The Buyer reserves the right to withhold payments to the Seller in the event of material noncompliance with the insurance requirements outlined below.

B. **DESIGN PHASE INSURANCE REQUIREMENTS**

Insurance required during the design phase will include:

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 -$2,000,000
   c. Personal Injury -$2,000,000

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

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Buyer:

   The additional insured requirement described above applies to each Agreement, with the specific entity and its respective related parties substituted for the County of Alameda. In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

4. Automobile Liability Insurance
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
d. Personal Injury - $2,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

   a. Premises and Operations
   b. **Products/Completed Operations with limits of four million dollars ($4,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the Buyer.
   c. Contractual Liability expressly including tort liability assumed under this Agreement. If the Seller is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.
   d. Personal Injury liability
   e. Independent Contractor’s Protective liability
   f. Severability of interest
   g. Explosion, Collapse, and Underground Hazards (X, C and U)
   h. Broad Form Property Damage liability

3. General liability coverage shall not be endorsed to exclude the following:

   a. Contractual Liability Endorsement:
      Insurance afforded by this policy shall apply to tort liability assumed by the insurer under written contract with the Buyer.

   b. X C & U (Explosion, Collapse and Underground) Endorsement:
      Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. 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.

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)
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.
Exhibit F - Workforce Plan

Highly-Driven Workforce

Our ability to complete work is scarcely questioned by our customers. Our successful history of managing our workforce illustrates that we are able to scale up or down, depending on labor needs for any given project. When it comes to large-scale electrical projects, Cupertino Electric is the most skilled at managing a large workforce for multiple site project clients such as the County of Alameda.

Union Labor Experience

Since its founding in 1954, Cupertino Electric has been an International Brotherhood of Electrical Workers (IBEW)-affiliated contractor. As one of the largest Design Build electrical contractors in the United States, Cupertino Electric has employed as many as 3,000 IBEW electricians at any one time.

Cupertino Electric has vast experience at the local, regional and national level of the IBEW. Cupertino Electric has constructed projects across North America utilizing IBEW labor. In fact, the company typically has more than 200 projects under construction in California and dozens under construction in other states across the United States.

Union Hiring Process

At Cupertino Electric, we believe people are our greatest asset. Hiring good employees is the first step, and as an IBEW-affiliated contractor, Cupertino Electric staffs projects with highly skilled and trained manpower. When the company needs to increase its workforce for a particular project, Cupertino Electric contacts the IBEW local and puts in a “job call” for as many applicants as the project will require. However, this does not mean that every union electrician who answers an IBEW job call will be put to work.

All union inside wiremen are required to undergo an extensive interview process with Cupertino Electric’s regional superintendents. The local IBEW dispatch hall is aware of our interview process and field performance expectations. The interview is specifically designed to uncover past experiences with Cupertino Electric and/or other local contractors. Cupertino Electric’s refined process helps ensure our recruitment yields only best-fit candidates. We seek field employees who share our corporate outlook, work ethics and safety awareness, along with our planning and installation monitoring processes. Cupertino Electric encourages growth within our workforce, recognizing potential candidates for promotion who show specific supervision, safety and/or technical acumen.
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,

Mark Mokelke, SVP
Sr. Client Manager
Schedule 1: Grant of Access Rights

RIGHT OF ENTRY FOR CONSTRUCTION AND MAINTENANCE

This Right of Entry for Construction and Maintenance Agreement ("License") is made and entered into this 7th day of October 2014 ("Effective Date"), by and between the City of Menlo Park, as licensor ("Buyer"), and CEI Solar One, LLC, as licensee ("Seller"). Buyer and Seller are sometimes individually referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, reference is made to the Power Purchase Agreement dated as of October 7, 2014 ("Agreement") and entered into by and between the undersigned Buyer and Seller, pursuant to which Seller will install, finance, operate, and maintain a solar photovoltaic system at the Onetta Harris Community Center located at 100 Terminal Ave, Menlo Park, CA 94025. ("Site"); and

WHEREAS, capitalized terms used herein but not defined herein shall have the meaning set forth in the Agreement.

WITNESSETH

NOW THEREFORE, for good and valuable consideration, the parties agree to the following terms and conditions:

1. **Grant of License**

   1.1 Buyer hereby grants to Seller, its employees, consultants, representatives and contractors a non-exclusive, temporary license to enter the Site for the purpose of installation, operation, and maintenance of the applicable Facility or Generating Facilities, including commercially reasonable access to, on, over, under and across the Site during reasonable business hours, and during non-business hours in the event of any event or circumstance that poses an imminent risk to human health, the environment, the applicable Facility or Generating Facilities or the Site ("Access Rights").

   1.2 This License is subordinate to all prior or future rights and obligations of the Buyer in the Site, except that the Buyer shall grant no rights inconsistent with the reasonable exercise by the Seller of its rights under this License.

2. **Use**

   2.1 Seller may use the Site for the erection, installation, ownership, operation, maintenance, repair, replacement, improvement and removal of the Facility or Generating Facilities as well as for all other activities to be conducted by Seller in
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.
5. **Seller to Comply with Buyer's Security Measures, Rules and Regulations**

5.1 Without in anyway limiting Seller's responsibility to provide adequate security as set forth in the foregoing, Seller hereby agrees to abide by any and all Buyer security measures and procedures currently in place at or adjacent to the Site. Seller agrees to repair to the current standards all roads, driveways and walkways damaged by Seller equipment or deliveries that are now and may be located in and around the Site necessary for proper ingress and egress to and from, and occupancy of, the Site. Seller will observe all speed limits and other rules and regulations established by Buyer with respect to such roads and driveways.

6. **Compliance with Safety Requirements**

6.1 Seller shall comply with all safety requirements specified in any safety program established by Buyer as well as any required by state, federal or local laws and ordinances.

6.2 Buyer will provide Seller with a copy of all Buyer established safety programs and will provide Seller with written changes to these programs, if any, within a reasonable time of their adoption by Buyer. Seller or its designee (including any Financing Party) shall have the right without cost to access the Site to perform its obligations under the Agreement. Buyer will not charge Seller any rent for such right to access the Site.

7. **No Interference with Buyer's Use**

7.1 This License and the use hereunder by Seller shall not interfere or permit interference with Buyer's use of its Site for customary purposes. Seller shall repair any damage to the Site and any facilities, equipment, persons or property located in or adjacent to the Site. Nothing in this License shall supersede the terms and conditions of the Agreement. To the extent that the terms and conditions of the Agreement and this License conflict, the Agreement shall govern.

8. **Security Interest**

8.1 The Financing Parties have a first priority perfected security interest in the Facility or Generating Facilities. Seller and the Financing Parties are intended third party beneficiaries of Buyer's Agreements in this License.

9. **Generating Facility Personal Property of Seller/Not a Fixture**

9.1 The applicable Facility or Generating Facilities are the personal property of Seller, and shall not be considered the property (personal or otherwise) of Buyer upon installation of the applicable Facility or Generating Facilities at the applicable Site.
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
Party's performance of this License or, in the case of Seller, the design, construction, use, operation, maintenance, or removal of the Generating 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.

13.2 If requested by any of the Buyer's Indemnified Parties, Seller shall defend any claims, liabilities, or lawsuits at its cost and expense. In an action or claim against Buyer in which Seller is required to defend Buyer, Seller shall have reasonable discretion in choosing legal counsel retained by Seller to provide Buyer's defense, provided however, that Buyer shall have the right to approve such legal counsel, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller refuses or fails to undertake or diligently prosecute such defense on behalf of Buyer, Buyer will have the right to provide its own defense, and Seller will reimburse Buyer for such expenditures, including reasonable attorney's fees and costs. Seller's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of Buyer or any other person, except as may arise solely from the negligence or solely from the willful misconduct of Buyer, its officers, employees or agents, and shall apply without limitation to claims and litigation arising under the Americans with Disabilities Act, inverse condemnation, or any other statutory or legal theory. All of Seller's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

14. Insurance

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

15. Taxes and Assessments

15.1 It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Site to Seller. Should taxes or assessments be levied upon any interest in this License, Seller agrees to pay all lawful taxes, assessments or charges created by this License.

16. Continuing Liability
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
obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

20. **Entire Agreement**

20.1 This License contains all the agreements of the Parties regarding right of entry for construction and supersedes any prior License or negotiations. There have been no representations by the Seller or understandings made between the Seller and the Buyer regarding right of entry for construction other than those set forth in this License. This License may not be modified except by a written instrument duly executed by the Parties.

21. **Counterparts**

21.1 This License may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this License by their duly authorized representatives on the date first above written.

\[Signature of Seller\]

SUPERTINO ELECTRIC, INC.
CEI Solar One LLC
By: [Signature]
Its:

\[Signature of City Manager\]

CITY OF MENLO PARK
By: [Signature]
Alex McIntyre
City Manager

APPROVED AS TO FORM:

\[Signature of City Attorney\]

William L. McGuire
City Attorney for the City of Menlo Park
**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>
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**NOTES:** Values are based on the NPV of the future cash flows with a discount rate = 9.0%
Schedule 3

Schedule 3: Notice Information

**Buyer:**

City of Menlo Park  
701 Laurel St.  
Menlo Park, CA, 94025

**Seller:**

CEI Solar One, LLC.  
1132 N 7th St.  
San Jose, CA, 95112

**Financing Party:**

Cupertino Electric, Inc.  
c/o Bank of America

*With a copy to:*

[]
IV. **Schedule 4: Description of Generating Facilities**

97.6 kW DC roof-mount solar PV system located at 100 Terminal Ave., Menlo Park, CA, 94025. This system services the Onetta Harris Community Center.
V. **Schedule 5: Project Site Description**

97.6 kW DC roof-mount solar PV system located at 100 Terminal Ave., Menlo Park, CA, 94025. This system services the Onetta Harris Community Center.
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).

**Onetta Harris Community Center 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>
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<td>10</td>
<td>$0.2373</td>
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<td>$0.3037</td>
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</table>

NOTE: Calculated based on the year 1 kWh Rate multiplied by 2.50% inflation factor each year.
VII. **Schedule 7: Expected Annual Contract Quantity**

Expected Annual Contract Quantity commencing on the Actual Commercial Operation Date with respect to each Facility under this Agreement shall be as follows:

<table>
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<th>Year of System</th>
<th>Annual kWh</th>
<th>Year of System</th>
<th>Annual kWh</th>
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<td>134,508</td>
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<td>2</td>
<td>140,715</td>
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<td>133,836</td>
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<td>140,012</td>
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<td>133,167</td>
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<td>4</td>
<td>139,312</td>
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<td>138,615</td>
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<td>6</td>
<td>137,922</td>
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<td>135,184</td>
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<td>128,575</td>
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</table>

**Notes:**
* Based on PV SYST model & annual degradation of 0.5% / year.
VIII. **Schedule 8: Project Site Milestones**

**Mandatory Milestones**

<table>
<thead>
<tr>
<th>Mandatory Milestone</th>
<th>Date</th>
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<tr>
<td>50% Schematic Design submittal</td>
<td>12/3/2014</td>
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<tr>
<td>90% Design Development submittal</td>
<td>12/10/2014</td>
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<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>
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<tbody>
<tr>
<td>1. 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>
<tr>
<td></td>
<td>milestone</td>
<td>Date</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>d.</td>
<td>Training Plan</td>
<td>At Construction Documents milestone</td>
</tr>
<tr>
<td>e.</td>
<td>Power production modeling</td>
<td>At Construction Documents milestone</td>
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<tr>
<td>II.</td>
<td>Procurements and Construction</td>
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<tr>
<td>a.</td>
<td>Quality Assurance / Quality Control (QA/QC) Plan</td>
<td>30 days before commencement of construction</td>
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<tr>
<td>b.</td>
<td>Safety Plan</td>
<td>30 days before commencement of construction</td>
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<tr>
<td>c.</td>
<td>As-built Documentation</td>
<td>After completion of Proving Period</td>
</tr>
<tr>
<td>III.</td>
<td>Testing</td>
<td></td>
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<tr>
<td>a.</td>
<td>Acceptance Test Results</td>
<td>After Acceptance Test</td>
</tr>
<tr>
<td>b.</td>
<td>Startup Test Results</td>
<td>After Startup Test</td>
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<tr>
<td>c.</td>
<td>Monitoring Data (Proving Period)</td>
<td>Continually throughout Proving Period</td>
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<tr>
<td>d.</td>
<td>Proving Period Report</td>
<td>30 days after System Startup</td>
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<tr>
<td>IV.</td>
<td>Training</td>
<td></td>
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<tr>
<td>a.</td>
<td>Training Materials</td>
<td>30 days before Training Session</td>
</tr>
<tr>
<td>b.</td>
<td>Monitoring Manual</td>
<td>30 days before Training Session</td>
</tr>
<tr>
<td>c.</td>
<td>Operations &amp; Maintenance Manual</td>
<td>30 days before Training Session</td>
</tr>
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</table>
IX. **Schedule 9: Project Management Reimbursement**

Seller to provide Project Management funds of Ten Thousand Nine Hundred Twenty Four dollars and Sixty cents <\$10,924.60>, 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.
Schedule 10

X. Schedule 10: Cash Flow Tables Showing Value of Solar

CUPERTINO ELECTRIC INC.

Onetta Harris
Community Center
City of Menlo Park
Menlo Park, CA

PPA Metrics

<table>
<thead>
<tr>
<th>Solar PPA</th>
<th>$0.190</th>
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</thead>
<tbody>
<tr>
<td>Rate /kWh</td>
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<tr>
<td>PPA Rate Escalator</td>
<td>2.5%</td>
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<tr>
<td>Year 1 Savings *</td>
<td>$554</td>
</tr>
<tr>
<td>Year 1 Energy Offset</td>
<td>60.9%</td>
</tr>
<tr>
<td>Estimated 20 Year Savings</td>
<td>$32,786</td>
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<tr>
<td>Avg. Monthly Savings</td>
<td>$137</td>
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<tr>
<td>Avg. Monthly PPA Bill</td>
<td>$2,717</td>
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<td>PPA Term</td>
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Model Assumptions:

- System Size (kW DC-STC): 97.6
- Rate Switch: A-6
- Utility Rate Increase: 3.0%
- Federal Tax Rate: 35.00%
- Discount Rate: 9.00%
- Total Energy Usage (kWh): 232,033

* Savings does not take into account PBI rebates.

### PPA SAVINGS ANALYSIS

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$974,010  $289,159  2,698,043  $652,065  $941,224  $32,786

NOTES:

1. The Estimated Pre Solar Utility Bill represents an average total bill, including demand & delivery charges found in a typical bill; taxes are not included.

2. The solar system performance is based on an industry standard annual degradation of .5% per year.

3. The Estimated Post Solar Utility Bill represents the utility bill less the energy produced by the fully-functioning solar system.

4. The rate and performance analysis was performed by Genability - an independent 3rd party rate analysis company. See www.genability.com.