

POWER PURCHASE AGREEMENT

By and Between

**Blue Dragon Holdings I, LLC
 (“Seller”)**

and

**South Tahoe Public Utility District
 (“Purchaser”)**

Dated as of _____, 2022

**POWER PURCHASE AGREEMENT
(STPUD WWTP Project)**

This Power Purchase Agreement (this “Agreement”) is made this ___ day of October, 2022 (the “Effective Date”), by and between Blue Dragon Holdings I, LLC , a California limited liability company (the “Seller”), and South Tahoe Public Utility District, a California public utility district (the “Purchaser”) at South Lake Tahoe, California. Seller and Purchaser are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Seller desires to construct, own and operate a solar energy system with a total aggregate nameplate capacity rated at approximately 1,339.2 kW DC (as further defined in Article I of this Agreement, the “System”) upon certain real property owned by Purchaser and specified in Exhibit A (the “Site”);

WHEREAS, Seller is entering into a License Agreement with Purchaser for the Site (the “License Agreement”), dated as of the date hereof, which is incorporated by this reference; and

WHEREAS, Seller desires to sell and deliver to Purchaser, and Purchaser desires to purchase and receive from Seller, electricity that may be generated by the System for the term of this Agreement, subject to the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual obligations and undertakings herein contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION**

Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article I; (ii) the singular shall include the plural and vice versa; (iii) references to “articles”, “Sections”, “schedules”, “annexes”, “appendices” or “exhibits”, if any, shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns; (v) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular Article or subparagraph hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) the words “include,” “includes” and “including” mean include, includes and including “without limitation;” (viii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (ix) the masculine shall include the feminine and neuter and vice versa. The Parties have collectively prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

Certain terms in this Agreement shall be defined as follows:

“Affiliate” shall mean, with respect to a person or entity, each person or entity that directly, or indirectly controls, is controlled by or is under common control with, such person or entity. For purposes of this definition, “control” (including, with its correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

“Applicable Laws” shall mean, with respect to any Person, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities.

“Bankruptcy Code” shall mean the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, as amended.

“Business Day” shall mean each Monday through and including Friday during the Term other than nationally recognized holidays or a day when the Federal Reserve Banks in New York are closed to the public.

“Claim Notice” shall have the meaning set forth in Section 19.4.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commercial Operation Date” shall mean the date that Seller provides notice to Purchaser that (i) the electric generating equipment and control systems of the System have been completely installed and commissioned, including, but not limited to, the process of starting up, testing and normalization of all operating systems, (ii) the System has received permission to operate from the applicable Utility, and (iii) the System has demonstrated that it has generated and delivered Energy Output to the Delivery Point.

“Curtailed Allotment” shall have the meaning assigned to such term in Section 2.5.

“Data Acquisition System” or DAS means the AlsoEnergy PowerTrack system or another mutually agreed upon system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-Site and cloud-based software dashboard provided by AlsoEnergy. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Site: actual AC electricity production of the System (in kWh) and, wind speed, ambient air temperature, and solar irradiance (in W/m²)

“Daylight Hours” shall mean the period of time between one-half hour before the official sunrise through one-half hour after the official sunset as determined by the National Oceanic and Atmospheric Administration.

“Delivery Point” shall mean the meter point at which Energy Output from the System is delivered to the adjacent substation, as shown on Exhibit A.

“Dispute” shall have the meaning assigned to such term in Section 21.1.

“Effective Date” shall have the meaning set forth in the preamble hereto.

“Energy Output” shall mean the actual kilowatt hours (kWh) of energy generated by the System and delivered or made available for delivery to the Delivery Point in any given period of time. For the avoidance of doubt, Energy Output does not include RECs or Other Credits.

“Energy Payment” shall have the meaning assigned to such term in Section 6.1(c).

“Energy Rate” shall mean the rate for Energy Output set forth in Exhibit B hereto.

“Event of Default” shall have the meaning assigned to such term in Section 12.1.

“Expected Annual Energy Output” shall mean the expected annual kilowatt hours (kWh) of Energy Output, as set forth on Exhibit D hereto.

“Expiration Date” shall have the meaning assigned to such term in Section 6.1.

“Fair Market Value” means the price, as determined by the mutual agreement of the Parties, that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the System and advances in solar technology. Costs of removal from a current location shall not be a deduction from the valuation. Such Fair Market Value shall not be less than the sum of (1) reasonable compensation on a net after tax basis assuming Seller’s applicable federal income tax rate for the loss or recapture of (a) unrealized MACRS accelerated depreciation as allowable by law (b) other documented financing and associated costs related to the loss or recapture, but not included in (1)(a); (2) the net present value (using a discount rate of nine percent (9%) of the projected payments over the Term starting at the time of such Fair Market Value determination, had the Term remained effective for the full Initial Term; and (3) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. If unable to agree, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value the System; such valuation to be binding absent fraud or manifest error. The costs of the appraisal shall be borne by the Seller. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by two proposed appraiser firms, one selected by each Party. Any such appraiser shall determine the Fair Market Value based on the definition in this section.

“Financing Part(ies)” shall mean any and all Persons or successors or assignees thereof lending money or extending credit to Seller or an Affiliate of Seller, or investing equity (including tax equity) in Seller or an Affiliate of Seller: (i) for the construction, term or permanent financing

of the System; (ii) for working capital or other ordinary business requirement of the System (including but not limited to the maintenance, repair, replacement or improvement of the System); (iii) for any development financing, bridge financing, credit enhancement, credit support or interest rate protection in connection with the System; or, (iv) for the Seller's operation of the System.

“Force Majeure” shall have the meaning assigned to such term in Article XVII.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a Party at law.

“Guaranteed Level” means 95% of the Expected Annual Energy Output for the System for a Guarantee Year.

“Guarantee Payment” shall have the meaning assigned to such term in Section 2.13(b).

“Guarantee Year” means each successive twelve (12)-month period during the Term starting on the Commencement Date for the System.

“Hazardous Substance” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

“Indemnified Party” shall have the meaning assigned to such term in Section 19.4.

“Indemnifying Party” shall have the meaning assigned to such term in Section 19.4.

“Insolation” shall have the meaning assigned to such term in Section 2.7.

“kW” shall mean a kilowatt DC of capacity.

“kWh” shall mean a kilowatt hour of AC Energy Output.

“License Agreement” shall have the meaning assigned to such term in the recitals hereto.

“Lien” shall mean any lien, mortgage, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature

thereof, mechanic's liens and other liens arising under law, and any agreement to give any security interest).

“Measured Meteorological Year” means a set of measured meteorological data with data values for every hour in a year for a given geographical location and year.

“Meter” shall mean an instrument or instruments meeting applicable Utility electric industry standards used to measure and record the volume in kWh and other required delivery characteristics of the Energy Output delivered hereunder.

“Non-Delivery Period” shall have the meaning assigned to such term in Section 6.1(c).

“Output Guarantee” shall have the meaning assigned to such term in Section 2.13.

“Other Credits” shall mean all rights, credits (including Tax Credits), benefits, reductions, any other reductions or other transferable indicia (other than RECs, which are expressly excluded from this definition, and are owed by Purchaser): (i) denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility, offsets and allowances and entitlements of any kind, known or unknown at the time of this Agreement, that are or become available to Seller from the environmental attributes of the System or the generation of the Energy Output, or otherwise from the development or installation of the System or the production, sale, purchase, consumption or use of the Energy Output, including, but not limited to carbon credits, allowances and emission reduction credits and offsets and (ii) related to the capacity of the System, whether arising under federal, state or local law, international treaty, trade association membership or the like, and the right to apply for any such credits.

“Person” shall mean an individual, partnership, corporation, company, business trust, joint stock Purchaser, trust, unincorporated association, joint venture, Governmental Authority, limited liability Purchaser or any other entity of whatever nature.

“Production Modeling System” shall mean the software program, utilized by Seller to predict the amount of energy that a solar power system will produce in an average year, that currently has the following characteristics: (1) one of the following commercially available software a) PVSyst, b) Helioscope or c) NREL System Advisor Model (NREL SAM) (2) models all photovoltaic characteristics, (3) takes all ancillary array losses into account, and (4) uses either measured data or Typical Meteorological Year files from NREL, Solcast or SolarAnywhere. Seller will notify purchaser of the choice of commercially available software from the above list prior to the commercial operation of the system. Also, for any reason if such commercially available software were to become unusable for whatsoever reason, Seller and Purchaser will mutually agree on a replacement software to be used for the production modeling.

“Proprietary Information” shall have the meaning assigned to such term in Section 16.3.

“Prudent Operating Practices” shall mean the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric

generation industry for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. For the avoidance of doubt, Prudent Operating Practice is not intended to be limited to the optimum practice, method and standards to the exclusion of all others, but rather is intended to include acceptable practices, methods and standards generally accepted in the industry.

“Rebate” shall mean any and all incentives under a third-party provider or the State of California or other incentive programs offered by the State of California, in each case arising from the ownership or operation of the System, and the right to claim income tax credits under Section 45 or 48 of the Code or any state tax law or income tax deductions under the Internal Revenue Code or any state tax law. “Rebate” shall not include “Utility Rebate,” as defined herein.

“RECs” shall mean those renewable energy certificates associated with the Energy Output generated by the System and purchased by Purchaser under this Agreement. RECs may be registered by Purchaser in the Western Renewable Energy Generation Information System or its successor. One REC represents the renewable attributes associated with one thousand (1,000) kWh of Energy Output generated by the System.

“Reporting Rights” means the right of Seller to report to any federal, state or local agency, authority or other party, including under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that Seller owns the Rebates and Other Credits associated with the Energy Output.

“Revised Target COD” shall have the meaning assigned to such term in Section 6.2(d).

“SEMMY” or Simulated Energy in a Measured Meteorological Year, means, with respect to any Guarantee Year, Year 1 AC Energy output of a System, simulated by Production Modeling System using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used to calculate SETMY.

“SETMY” or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy Output of a system, simulated by Production Modeling System using average hourly irradiance, wind speed, and air temperature data contained within the Weather File held in escrow.

“Site” shall have the meaning set forth in the recitals hereto.

“System” means all equipment, facilities and materials, including photovoltaic arrays, DC/AC inverters, wiring, Meters, tools, and any other property now or hereafter installed, owned, operated, or controlled by Seller at the Site for the purpose of, or incidental or useful to, maintaining the use of the solar generation system and providing Energy Output to Purchaser at the Delivery Point.

“Target COD” shall have the meaning assigned to such term in Section 6.2(d).

“Tax Credits” means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

“Term” shall have the meaning set forth in Article VI.

“Termination Date” shall have the meaning assigned to such term in Section 6.1.

“Termination Value” shall mean the values set forth or described in Exhibit C to this Agreement which value includes all costs for removal of the System as may be required by this Agreement.

“Transferee” shall have the meaning assigned to such term in Section 16.2.

“Transferor” shall have the meaning assigned to such term in Section 16.2.

“True-up Period” means, for the System, each successive three (3)-year period during one or more Terms starting on the Commencement Date for the System, except for the 28th year, in which case the True-up Period means one year.

“Typical Meteorological Year” or TMY means a collation of selected weather data for a specific location, listing hourly values of solar radiation and meteorological elements for a one-year period. The values are generated from a data bank longer than a year in duration, typically at least 12 years. It is specially selected so that it presents the range of weather phenomena for the location in question, while still giving annual averages that are consistent with the long-term averages for the location in question.

“Utility” shall mean the electric distribution company responsible for electric energy transmission and distribution service at the Site. The Parties acknowledge and agree that, as of the Effective Date, the Utility is Liberty Utilities.

“Utility Outage” shall mean any event during which the Utility shuts off power for the prevention of fires where strong winds, heat events, and related conditions are present pursuant to California Public Utilities Commission guidelines and Applicable Laws and any other event during which the Utility shuts off power to the Purchaser or the quality of power available from the Utility to the Purchaser degrades to a quality that poses the potential for damage to the Purchaser’s facilities.

“Utility Rate” shall mean the representative per-unit energy charge billed by the Utility, as calculated through the process detailed in Exhibit E.

“Utility Rebate” shall mean any demand-side management, renewable energy production, or energy efficiency programs offered by or through the Utility related to the System.

“Weather Adjustment” means the method for reconciling Expected Annual Energy Output, calculated using a Typical Meteorological Year, with the actual meteorological conditions measured on- Site for that year, as described in Section 2.13.

“Weather File” means the Typical Meteorological Year data set in Exhibit D, which contains average hourly values of measured solar radiation, air temperature, and wind speed from NREL, Solcast, or SolarAnywhere.

“WREGIS” shall mean the Western Renewable Energy Generation Information System.

ARTICLE II SALE AND PURCHASE OF ENERGY; EXCLUSIVE CONTROL

Section 2.1 Summary Description.

Seller will cause the System to be constructed at the Site and will own, operate, and maintain the System in accordance with all Applicable Laws and the terms of this Agreement, including Exhibit F. Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement; provided, that Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

Section 2.2 Delivery; Energy Purchase Price.

(a) In accordance with the terms and conditions hereof, commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall sell and deliver to Purchaser at the Delivery Point as and when available, and Purchaser shall purchase and accept from Seller at the Delivery Point, the Energy Output generated by the System. Notwithstanding the foregoing, if the System produces more than 120% of its Expected Annual Energy Output in any twelve-month period, Purchaser shall have the right, but not the obligation, to purchase such excess Energy Output; provided that, if Purchaser chooses not to purchase such excess Energy Output, Seller shall have the right to freely sell the same to the Utility or use it for its own purpose, pursuant to all Applicable Laws, and all proceeds from such sales will accrue solely to Seller. Purchaser shall pay Seller a purchase price equal to the Energy Output for the applicable period of time multiplied by the applicable Energy Rate as set forth in Exhibit B, for energy delivered in any given year up to the Expected Annual Energy Output as set forth in Exhibit D. For Energy Output delivered in any given year over and above the Expected Annual Energy Output as set for in Exhibit D, Purchaser shall pay Seller a purchase price equal to the Energy Output for the applicable period of time multiplied by one-half the applicable Energy Rate as set forth in Exhibit B. Such amount shall be paid in accordance with Article III hereof. Purchaser acknowledges and understands that solar power is an intermittent resource and that the output of the System, which is dependent on the sun and other factors, will constantly vary.

(b) Seller does not guarantee that, and the Energy Rate is not dependent on whether the RECs are capable of being utilized by the Purchaser for purposes of meeting the State of California renewable portfolio standard.

Section 2.3 **Purchaser’s Failure to Accept Delivery.** On and after the Commercial Operation Date, if, when there exists no Event of Default by Seller under this Agreement, Purchaser fails to accept all or any amount of the Energy Output for any reason other than an event of Force Majeure (outside of the 120% limitation on Purchaser responsibilities as set forth in Section 2.2), such event shall constitute a Purchaser curtailment and be treated in accordance with Section 2.5 below.

Section 2.4 **Seller’s Failure to Deliver.** The Parties acknowledge that the Energy Output delivered hereunder is delivered “as available” to Purchaser and Seller’s failure to deliver Energy Output for any reason shall not give rise to any default, claim or damages by Purchaser hereunder, except as detailed in Section 2.13.

Section 2.5 **Curtailment.**

(a) Purchaser shall have the right to request curtailment of Energy Output upon sufficient prior written notice to Seller, and Seller shall curtail Energy Output pursuant to such request. Purchaser shall be allotted 48 Daylight Hours of curtailment per annum for any reason (the “Curtailment Allotment”), and where Purchaser’s curtailment is caused or prolonged by Seller’s act or omission or events of Force Majeure that prevent Purchaser’s acceptance of delivery. Each year will begin at the anniversary of the occurrence of the Commercial Operation Date. The Parties agree that if the duration exceed the Curtailment Allotment during periods when Purchaser invokes such curtailment option (i) Purchaser shall pay to Seller liquidated damages for the Energy Output not sold that would have been due to Seller had such curtailment of Energy Output not occurred, which liquidated damages shall be calculated in the manner set forth below; and (ii) Seller shall have no obligation to remarket the Energy Output that is curtailed as a result of Purchaser invoking the Curtailment Allotment. The remedy provided in this Section shall be the sole and exclusive remedy of Seller for any such voluntary curtailment requested by Purchaser. Seller will have no obligation to reimburse Purchaser if the Curtailment Allotment is not used and the Parties agree there will be no carry forward from one year to the next.

(b) Liquidated damages pursuant to this Section 2.5 shall be calculated for each hour during which delivery does not occur beyond the Curtailment Allotment according to the following formula:

$$\text{Price} \times \text{EEO} + \text{Rebate}$$

where the above items have the following meanings:

Price = The applicable Energy Rate plus the then current rate of the Other Credits (if applicable) for the hour or hours when delivery is not occurring as set forth in this Section 2.5.

EEO = The estimated energy output that would have been achieved during the hour or hours to which the above formula is being applied, calculated by applying the sunlight data for each such hour available from the supervisory control and data acquisition system at the

System to the rated output for the photovoltaic modules; provided, however, that the rated output for the photovoltaic modules shall be the manufacturer's stated nominal output, and any such calculation shall account for normal system production degradation as set forth in Exhibit D.

Rebate = The amounts or current rate, if any, of Rebates for which the Seller was not eligible as a result of delivery not occurring as set forth in this Section 2.5.

The liquidated damages set forth in this Section 2.5 are a reasonable estimate of the damages the Seller will suffer in the event of nonperformance as set forth herein and are not intended as a penalty.

Section 2.6 **Non-Exclusive Benefit.** Subject to the terms of this Agreement (including Sections 2.2, 2.3 and 2.5), all Energy Output generated by the System shall be delivered to Purchaser at the Delivery Point.

Section 2.7 **Insolation.** Purchaser understands that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. Seller shall have the responsibility and the right to remove or trim any vegetation (including trees) and remove snow and pollen that may affect Insolation of the System, subject to Seller's compliance with all Applicable Laws and Purchaser approval of tree removal. Purchaser shall cooperate with Seller to address any activity or condition that could diminish the Insolation of the System. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. In the event of any new obstruction to Insolation that Seller does not have the right to promptly remedy, the Output Guarantee shall be reduced to account for the reduced production of the System. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 2.7 against Purchaser.

Section 2.8 **Ownership of the System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, and all Other Credits and Rebates, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Site; provided, however, that Purchaser shall be the exclusive owner of all RECs and Utility Rebates. Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Site on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Site which could reasonably be construed as prospectively attaching to the System as a fixture of the Site, Purchaser

shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Site, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Site in the office where real estate records are customarily filed in the jurisdiction where the Site is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller shall file such disclaimer. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Site (if the Site is leased by Purchaser), any mortgagee with a lien on the Site, and other Persons holding a similar interest in the Site.

Section 2.9 **Operation and Maintenance of System.** Seller shall be responsible for all operations, maintenance, and repair of the System. However if any repair to the System is made necessary by the negligent acts or willful misconduct of the Purchaser, Purchaser shall be responsible for the associated costs. Seller shall reasonably accommodate and cooperate with Purchaser to ensure the Purchaser's activities, facility uses, and scheduling requirements are not unreasonably impeded. Seller is responsible for repairs and/or replacement of System components that are damaged from vandalism, theft or criminal activity. Seller's maintenance and repair responsibilities shall be conducted in accordance with Prudent Operating Practices and all Applicable Laws, and shall include the following to be conducted at least once in each twelve (12) month period. Purchaser may request, not more than annually, a summary of the maintenance and repairs performed by Seller.

(a) System visual inspection, reporting of all issues identified to Purchaser, and resolution of all issues identified, including, at a minimum, related to:

(i) photovoltaic modules, including any stolen, broken or damaged modules and to record any damage and its location;

(ii) System wiring, including loose connections, wire condition issues, and any wires in contact with the structure or hanging loose from racking;

(iii) the mechanical attachment of photovoltaic modules to the racking;

(iv) wiring connections, including any signs of poor contact at terminals (burning, discoloration, thermal temperature elevation); and

(v) inverter inspection and regular servicing as required under the inverter manufacturer's warranty specifications.

(b) Seller shall be responsible for performing preventive maintenance in accordance with Section 6.1 of Exhibit F, hereto.

Section 2.10 **Maintenance of Site; Alterations to Site.** The Parties' respective maintenance obligations of the Site are described in the License Agreement. Seller is fully responsible for the maintenance and repair of the Site electrical system, up to and including the interconnection at the Delivery Point. Purchaser is responsible for all of Purchaser's equipment downstream of the Delivery Point that utilizes the System's outputs except for damage caused by Seller. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. Any reduced or lost production caused by

Purchaser's activities described in this Section 2.10 shall reduce the Output Guarantee to account for the reduced production of the System.

Section 2.11 **System Relocation.** If Purchaser ceases to own the Site or otherwise desires Seller to relocate the System for any reason prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute Site located within the same Utility service area as the Site or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least one hundred eighty (180) days prior to the date that it wants to make this substitution in order to allow Seller to conduct diligence on the proposed substitution Site. In connection with such substitution, after determination by both Parties that such substitution Site is mutually agreeable, the Parties shall execute an amended agreement that shall have all of the same terms as this Agreement. The License Agreement shall also be amended to grant rights in the real property to which the System shall be relocated. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitution Site.

Section 2.12 **Purchaser's Obligations in Event of Relocation Under Section 2.11.** If Purchaser requires Seller to relocate the System under Section 2.11, in addition to any damages for lost production owed by Purchaser to Seller in accordance with Section 2.5, Purchaser shall pay to Seller all reasonable costs incurred by Seller due to such removal and relocation of the System, including, but not limited to, storage and reinstallation costs. Any reduced or lost production in relation to such relocation shall reduce the Output Guarantee in order to account for the reduced production of the System (for the period in which the System is not operational due to relocation and to account for any reduced Insolation or System capacity as relocated).

Section 2.13 **Output Guarantee.**

Seller guarantees to Purchaser that the Energy Output of the System during any Guarantee Year, subject to the limitations, terms and conditions stated in this Agreement, shall be not less than the product of the Guaranteed Level and the Expected Annual Energy Output for the System, as adjusted for measured meteorological conditions according to Section 2.13. Notwithstanding any other provisions of this Agreement, component failures not caused by an act of Force Majeure or by the Purchaser, including but not limited to, failure of one or more inverters, shall not excuse any System's performance obligations under this Agreement.

1. Guaranteed Output Calculations.

At the end of each True-up Period, Seller shall calculate the Annual Differential for the System for each Guarantee Year during the Term(s) according to the following:

(a)
$$\text{Annual Differential} = ((\text{Expected Annual Energy Output} \times \text{Guaranteed Level} \times \text{Weather Adjustment}) - \text{Actual Energy Output})$$

(b) Where “Weather Adjustment” means the following ratio:

$$\frac{\textit{Simulated Energy in a Measured Meteorological Year (SEMMY)}}{\textit{Simulated Energy for a Typical Meteorological Year (SETMY)}}$$

2. Guarantee Payment.

For the System, at the end of each True-up Period:

(i) if the sum of the Annual Differential for the System during each True Up Period is greater than zero (0), then Seller shall pay to Purchaser an amount equal to the sum of the following calculation for each Guarantee Year in each True-up Period: the Annual Differential (positive or negative) multiplied by the difference obtained by subtracting the Energy Rate applicable to such period from the weighted-average energy rate for electricity during Daylight Hours for electricity supplied by the Utility per kWh (“Utility Rate”) for the corresponding Guarantee Year (a “Guarantee Payment”); and

(ii) if the sum of the Annual Differentials for the System during each True Up period is less than or equal to zero (0), then no Guarantee Payment is owed for that True-up Period by Seller or Purchaser; and

(iii) Within thirty (30) days after the end of each True-up Period and Seller’s receipt of the Utility Rate for such True-up Period from the Purchaser, Seller shall, provide Purchaser with a report detailing the calculations set forth in Section 2.13 for the System for each Guarantee Year within each True-up Period, and promptly notify Purchaser of the calculations and any Guarantee Payments due to the Purchaser. This report shall contain sufficient information for the Purchaser to be able to determine the accuracy of Seller’s conclusion as to the amount, if any, of any Guarantee Payments. All Guarantee Payments shall be credited to the Purchaser by the Seller against the next due invoice(s) for Energy Output payable by Purchaser.

(iv) If over the True Up Period the Seller has provided Energy Output above the Estimated Annual Energy Output at half price under the terms of Section 2.2, and the total cost of this half price Energy Output over the True Up Period is less than the amount of the Guarantee Payment, then no Guarantee Payment will be due from the Seller to the Purchaser.

3. Energy Output Measurement.

The process for measuring Energy Output for the System for each Guarantee Year shall be:

(a) Output Data Collection. During the Term, Seller will collect Energy Output data for the System using its Data Acquisition System. For each Guarantee Year, Seller will sum the daily kWh output provided by the DAS for the System to calculate the Energy Output for the System for such Guarantee Year.

(b) Equipment Calibration and Replacement. Seller will have the meteorological equipment, including sensors, calibrated or replaced per the manufacturer's guidelines, but no less than once each year, as part of Seller's operation and maintenance obligations under this Agreement. To the extent reasonably possible, the meteorological equipment, including sensors, shall include automated self-cleaning functions to ensure accurate meteorological measurements.

(c) Contingency for Equipment Failure. In the event of hardware, communication, or other failure affecting the DAS, Seller will make commercially-reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, Energy Output for the System shall be adjusted to compensate for such lost data:

(i) In lieu of lost meteorological data, Seller will utilize synthetic real time weather data obtained from Solcast, Clean Power Finance or other data vendors.

(ii) In lieu of lost electricity data, Seller will utilize the cumulative data from the System's Meter readings to calculate the electricity generated during the missing interval. In the event that data from the System's Meter is inaccurate or missing, Seller will simulate electricity production during the missing interval utilizing measured meteorological data and Production Modeling System. The simulated electricity production during the missing interval will be added to the Energy Output of the System for the subject Guarantee Year.

The above Section states Seller's sole liability, and Purchasers' exclusive remedy, for any equipment failure or lost data relating to the DAS, unless caused by the Seller's sole negligence or willful misconduct.

Section 2.14 Removal of the System. Except as otherwise provided herein, Seller shall, within one hundred eighty (180) days following the expiration of the Term, or earlier termination in accordance with the terms hereof, and at Seller's sole cost and expense, remove the System from the Site and restore the Site to its original condition, normal wear and tear excluded.

Section 2.15 Appropriations. The Parties acknowledge that Purchaser, as a public agency, may be subject to a "budget non-appropriation event." Purchaser agrees that it shall use its best efforts to seek appropriation for utility services during the Term. For avoidance of doubt, this Agreement shall be treated as a utility services contract for purposes of appropriation of funds, and any specific non-appropriation of funds for this Agreement or otherwise for solar or renewable energy purchases shall not relieve Purchaser of its obligations under this Agreement.

ARTICLE III BILLING AND PAYMENT

Billing and payment for amounts due and payable hereunder shall be as follows:

Section 3.1 Invoices. Seller shall submit a monthly invoice for the preceding calendar month no later than ten (10) days after the end of the prior month to Purchaser based on actual

Energy Output. Each invoice shall include the kWh, and applicable rates for the applicable pricing periods.

Section 3.2 **Payment.** Purchaser shall make payment to Seller or to any person designated by Seller in writing by the thirtieth (30th) calendar day following Purchaser's receipt of the invoice. All invoices shall be submitted for payment with supporting documentation in duplicate to Purchaser at the address specified herein; provided, that invoices may be submitted via electronic mail to the Purchaser email address at ap@stpud.us. Purchaser shall pay to Seller or to any person designated by Seller in writing, by ACH or wire transfer of immediately available funds to an account specified in writing by Seller or by any other means agreed to by the Parties in writing from time to time, the amount due in such invoice. If Purchaser in good faith disputes an invoice, Purchaser shall provide Seller with a written explanation specifying in detail the basis for the Dispute within fifteen (15) calendar days of receipt of such monthly invoice. Seller shall, in good faith, respond to such dispute within fifteen (15) calendar days of receipt of such dispute by either confirming the invoice or sending a corrected invoice. Purchaser shall be entitled to dispute an invoice and shall have the right to withhold payment of any such disputed invoice(s) only to the extent such dispute is related to Seller invoicing for more energy than it delivered to the Purchaser in a month or Seller failing to respond to the dispute raised by Purchaser within fifteen (15) calendar days of receipt of such dispute. Payments of disputed amounts shall in no way waive Purchaser's right to contest charges. Any amount not paid when due under this Agreement shall accrue interest at the lesser of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal per annum or the highest rate permitted under Applicable Law. In the event the Parties are unable to resolve any Dispute, Section 21.1 (b) shall be applied as the methodology to resolve any Dispute and shall be binding upon the parties notwithstanding anything to the contrary in this Agreement; and, the prevailing party shall be entitled to any reasonable costs that result therefrom.

ARTICLE IV TITLE AND RISK OF LOSS

Section 4.1 **Risk of Loss and Exclusive Control.** Title to and risk of loss of the Energy Output shall pass from Seller to Purchaser upon delivery of the Energy Output at the Delivery Point. All deliveries of Energy Output hereunder shall be in the form of three-phase, sixty-cycle alternating current. Purchaser shall purchase and accept delivery of metered Energy Output at the Delivery Point. As between the Parties, Seller will be deemed to be in exclusive control and responsible for any property damage or injuries to persons caused thereby of the Energy Output up to and including the point where the System is interconnected to the Delivery Point and Purchaser will be deemed to be in exclusive control and responsible for any property damage or injuries to persons caused thereby of Energy Output after the Delivery Point. Risk of loss related to Energy Output will transfer from Seller to Purchaser at the Delivery Point. Purchaser shall be responsible for arranging delivery of Energy Output from the Delivery Point to Purchaser and for the installation and operation of all necessary equipment on Purchaser's side of the Delivery Point necessary for acceptance and use of the Energy Output.

Section 4.2 **Changes in Interconnection Conditions.** The Parties acknowledge that adjustments in the terms and conditions of this Agreement may be appropriate to account for rule changes in the respective Utility or Utility control areas, by the respective independent system operators, or their successors, that could not be anticipated at the date of execution of this Agreement

or that are beyond the control of the Parties, and the Parties agree to make such commercially reasonable amendments as are reasonably required to comply therewith.

ARTICLE V CURTAILMENT AND MODIFICATION BY SELLER

Section 5.1 **Curtailment.** Seller shall have the right to curtail deliveries (inclusive of discontinuing or reducing Energy Output) upon sufficient prior written notice to Purchaser if Seller reasonably believes that curtailment is necessary to construct, install, repair, replace, remove, maintain or inspect any of its equipment or facilities. Seller shall be allotted 48 Daylight Hours of curtailment per annum (“Seller’s Curtailment Allotment”), other than for events of Force Majeure. The Expected Annual Energy Output of the Systems shall be reduced for purposes of the Output Guarantee only for Seller’s Curtailment Allotment, and not for any curtailments in excess of Seller’s Curtailment Allotment; provided that, in the event, and to the extent, that Seller’s curtailment is caused or prolonged by Purchaser’s negligent act or omission or an event of Force Majeure, the Expected Annual Energy Output of the Systems shall be reduced for purposes of the Output Guarantee to account for the full amount of such curtailment. To the extent practical, all maintenance and repairs shall be performed during the Utility’s off peak hours and in a manner that would not require a complete interruption in Energy Output of the System. Seller shall notify Purchaser in advance of any curtailments of which Seller has advance knowledge, and will endeavor to mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller’s reasonable control. Subject to available sunlight, Seller shall resume deliveries of Energy Output as soon as is reasonably possible and safe in accordance with Prudent Operating Practices.

Section 5.2 **Modification of the System.** Seller may modify, alter, expand or otherwise change the System without the prior written consent of Purchaser as required by Prudent Operating Practices or Applicable Law, and so long as such modifications, alterations, expansions or other changes would not reasonably be expected to result in a material change in the capacity of the System or a material adverse impact on the operations of the System or the System’s capability to operate, or a material change in the quality of the System components.

ARTICLE VI TERM, TERMINATION, COMMERCIAL OPERATION AND INTERCONNECTION

Section 6.1 **Term and Termination.**

(a) **Term.** The Term shall commence on the Effective Date and continue until the sooner of (i) the date that is twenty-eight (28) years from the Commercial Operation Date (the “Expiration Date”) or (ii) the date this Agreement is terminated in accordance with the terms hereof (the “Termination Date”).

(b) **Early Termination by Seller.** Seller shall have the right, but not the obligation, to terminate this Agreement prior to the Expiration Date only upon the occurrence of:

(i) the determination by Seller in its sole and absolute discretion within one hundred eighty (180) days from the Effective Date that it is unable or that it would be commercially unreasonable to install the System on the Site;

(ii) an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or service;

(iii) elimination or alteration of one or more Rebates or Other Credits or other change in law that results in a material adverse economic impact on, or impairment of, Seller's ability to meet its ongoing financial obligations with regards to the System; or

(iv) the termination of the License Agreement by its terms and conditions for any reason prior to the Expiration Date.

In the event that Seller terminates this Agreement pursuant to Sections 6.1(b)(i)-(iv), this Agreement shall terminate without triggering the default provisions of this Agreement or the Termination Value set forth in Exhibit C, and with no liability of either Party to the other Party except such amounts then due and owing under this Agreement as of the date of such termination.

(c) Termination for Seller's Failure to Deliver Energy Output. In the event that the System fails to deliver any Energy Output for one hundred fifty (150) consecutive days (the "Non-Delivery Period") after the occurrence of the Commercial Operation Date, and provided Purchaser's acts, actions or inaction or those of its employees, contractors or agents or a Force Majeure event have not prevented the System from operating during such time, this Agreement may be terminated by Purchaser; provided, that Seller's failure to deliver any Energy Output following the Non-Delivery Period shall not give rise to a Purchaser termination right so long as Seller, at its option, pays to Purchaser on a monthly basis in arrears the positive difference, if any, between: (i) the Energy Rate Purchaser would have paid for Energy Output following the Non-Delivery Period plus the monetary value of the lost RECs, if any and (ii) the rate of the quantities of Energy Output that Purchaser obtains to replace the estimated energy output that would have been achieved ("Energy Payment") for a period of up to an additional one hundred fifty (150) days after which, should the System continue to fail to deliver any Energy Output despite being paid the Energy Payment, Purchaser may terminate this Agreement. In the event that Purchaser terminates this Agreement pursuant to this Section 6.1(c), this Agreement shall terminate without triggering the default provisions of this Agreement, including payment of the Termination Value, and with no liability of either Party to the other Party except such amounts then due and owing under this Agreement as of the date of such termination.

(d) Purchaser Early Termination for Convenience. This Agreement may be terminated by Purchaser for any reason that the Purchaser determines such termination is in its best interest. Termination shall be effected by delivery to Seller of a notice of termination at least one hundred and eighty (180) days prior to the termination effective date. In the event of any such termination, Purchaser shall pay the applicable Termination Value for such year, due on the effective date of such termination.

(e) Termination Value for Purchaser's Default. In the event that the Termination Date has occurred for reasons attributable to an Event of Default by Purchaser, Purchaser shall be required to pay to Seller any amount owed by Purchaser to Seller for Energy Output delivered prior to the Termination Date, and, as liquidated damages, the applicable Termination Value. The Parties agree and acknowledge that given the complexity of the technology used by the System

and the volatility of energy markets, actual damages to Seller would be difficult if not impossible to ascertain, and the amount calculated pursuant to the preceding sentence is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.

(f) Extension of Term. Twenty-four months prior to the end of the Term, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may mutually agree upon. Neither Party shall be obligated to agree to an extension of this Agreement.

Section 6.2 Construction and Commercial Operation of the System.

(a) Seller shall install or cause to be installed the System, which, upon the Commercial Operation Date, is targeted to have an aggregate approximate nameplate generating capacity rating as shown in Exhibit A.

(b) Promptly following the Effective Date, Seller shall commence pre-installation activities relating to the System, which shall include the following:

(i) obtain financing for the System on terms acceptable to the Seller in its sole discretion;

(ii) obtain or cause to be obtained all government approvals, permits, contracts, and agreements required for installation, operation and maintenance of the System and Site and delivery of Energy Output to Purchaser, including any requirements for complying with the California Environmental Quality Act;

(iii) determine, in its commercially reasonable judgment, that the System is able to be constructed on the Site;

(iv) confirm that Seller will obtain all Tax Credits;

(v) obtain all necessary authority from any applicable regulatory entities for the operation of the System and sale and delivery of Energy Output to Purchaser, to the extent obtainable prior to completion of construction; and,

(vi) Assist Purchaser with preparing and submitting the net energy metering application to the Utility and obtaining all approval for the interconnection.

(c) Successful completion of Sections 6.2(b)(i) through (vi) shall be conditions precedent to Seller's obligations to install and operate the System and otherwise perform its obligations under this Agreement. Seller shall provide written notice to Purchaser upon the completion of each item under Sections 6.2(b)(i) through (vi). Failure to provide such notice shall be deemed a failure by Seller to have completed the item. If the activities contemplated in Sections 6.2(b)(i) through (vi) are not completed, or waived by Seller in its sole discretion, by the first anniversary of the Effective Date, then Seller or Purchaser shall have the option to terminate the Agreement without triggering the default provisions of this Agreement or any liability under this Agreement.

(d) Seller shall use commercially reasonable efforts to cause, but does not guaranty, the installation of the System to be completed and the System to achieve the Commercial Operation Date on or before eighteen (18) months from the Effective Date (the “Target COD”). In the event that the System has not achieved the Commercial Operation Date on or before the Target COD, the Parties agree to negotiate in good faith to amend this Agreement to revise the Target COD (the “Revised Target COD”), provided, however that the Revised Target COD shall not be later than twenty one (21) months from the Effective Date. The Target COD and Revised Target COD shall be subject to extension in accordance with the provisions of Section 17.2 or in the event that Purchaser’s failure to comply with its obligations hereunder delays Seller’s ability to achieve the Commercial Operation Date on or before the Target COD or the Revised Target COD, as applicable. If Seller has not materially begun construction of the System after expiration of the Target COD and the Revised Target COD, either Party may terminate this Agreement without triggering the default provisions of this Agreement, and with no liability to the other Party.

(e) Seller and Purchaser hereby agree and acknowledge that Purchaser shall have no ownership interest in the System and no responsibility for its operation or maintenance. Neither Purchaser nor any party related thereto shall have the right or be deemed to operate the System for purposes of Section 7701(e)(4)(A)(i) of the Code.

(f) Seller shall cause the contractor or contractors performing the construction of the System to provide payment and performance bonds and insurance prior to commencing construction. The bond shall remain in effect until the later of (i) completion of construction of the System or (ii) resolution of all claims made on the bond.

(g) Seller shall comply with all requirements set forth in Exhibit F.

(h) Purchaser shall have the right to inspect the System at any time on or before the Commercial Operation Date, upon reasonable notice to Seller and subject to all safety requirements that Seller or its contractors may have, and witness the System commissioning testing performed by Seller.

(i) Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed, maintain the insurance required by this Agreement, and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

(j) Seller shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the job site by Seller. Seller and all contractors and subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of this Agreement and the employment of apprentices. Seller hereby agrees to indemnify and hold harmless Purchaser, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which Purchaser, its officials,

officers, agents, employees and authorized volunteers may sustain or incur for noncompliance by Seller or its contractors with any applicable Labor Code provisions arising out of or in connection with this Agreement.

(k) Seller, its contractor(s) and subcontractor(s) shall keep or cause to be kept an accurate record for work under this Agreement showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours and upon reasonable prior notice to inspection by Purchaser, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

(l) This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether State funds will be used under this Agreement. Pursuant to Labor Code section 1771.1, for any proposal submitted, or any contract for public work entered into, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. At least 7 days prior to the later of commencement of construction work or 30 days after execution of the Agreement, Seller will provide Purchaser with the name and registration information, including all information required for the PWC-100 form, for all contractors of any tier. Such information must be supplemented if additional contractors perform work under this Agreement. Seller shall post all required job site notices pursuant to the Labor Code and related regulations. Seller shall ensure that, to the extent required by law, that Seller and its contractors and subcontractors maintain current and ongoing registration status with the Department of Industrial Relations.

(m) Seller, its contractor(s) and subcontractor(s) shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. Purchaser may withhold \$100 for each calendar day after ten days from Seller's receipt of a request to produce payroll records (as described in Labor Code § 1776(a)) that Seller fails to produce such records.

Section 6.3 Interconnection. Purchaser agrees and acknowledges that this Agreement represents the agreement between the Parties with respect to the interconnection of the System to the Utility's electricity distribution system, and for energy to flow from the System to the Delivery Point, under the applicable provisions of the Utility's tariff. Seller shall manage and submit, at no cost to Purchaser (including with relation to equipment, system upgrades, studies or otherwise) all agreements and filings required for such interconnection of the System, and Purchaser shall cooperate with all such agreements and filings, including the execution thereof and the provision of all required information. Seller, at its sole cost and expense, shall install and maintain the System interconnection and System in accordance with the Utility's requirements.

Section 6.4 **SEED Fund Fee.** Seller shall, within sixty (60) days after it has issued a full notice to proceed with construction with the System at the Site, pay the sum of \$ 90,557.80 directly to the Sustainable Energy and Economic Development Fund at SEED Fund, Administered by SEI, 899 Northgate Drive, Suite 410, San Rafael, CA 94903. Seller shall have no other liability to the Sustainable Energy and Economic Development Fund in any way in relation to this Agreement or the request for proposals related to the System.

Section 6.5 **As-Built Exhibit Updates.** Upon the Commercial Operation Date, Seller shall provide updated versions of Exhibits A and D, updated to reflect as-built System details and Expected Annual Energy Output, which shall replace such exhibits without the need for a formal amendment to this Agreement; provided that, if Purchaser objects to the accuracy of any such updates in good faith, the Seller shall cooperate with Purchaser to provide further documentation reasonably necessary to evidence such updates.

ARTICLE VII GOVERNMENTAL AND OTHER APPROVALS

Section 7.1 **Approvals.** Purchaser shall assist Seller and cooperate with Seller, as reasonably necessary and appropriate, to secure and maintain at no cost to Purchaser those governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, maintenance and operation of the System.

Section 7.2 **Assistance.** Upon request by either Party, Purchaser and Seller shall use their commercially reasonable efforts to assist one another in obtaining and retaining credits, permits, licenses, releases and other approvals necessary for the design, permitting, construction, engineering, operation and maintenance, and removal of the System. Seller is responsible for the costs of construction and removal of the System. Further, the Parties agree that they will support and cooperate with one another in the defense of any action of any regulatory body or Governmental Authority having jurisdiction over the System that could adversely affect this Agreement.

ARTICLE VIII TAXES

Section 8.1 **Taxes.** Seller shall pay any income taxes imposed on Seller due to the sale of energy under this Agreement. If paid by Seller, Purchaser shall reimburse Seller for any and all taxes assessed on the Purchaser by governmental authorities for delivery or consumption of Energy Output after the Delivery Point. Prior to Seller paying any such taxes, Seller shall consult with Purchaser to determine responsibility for payment. To Seller's knowledge no such taxes are applicable on Purchaser at the time of execution of this agreement. Purchaser shall pay all real property taxes and assessments applicable to the Site. This Agreement may result in the creation of a possessory interest (Rev. & Tax. Code § 107.6). If such a possessory interest is vested in Seller, Seller may be subjected to the payment of personal property taxes levied on such interest in the System. Seller shall be responsible for the payment of, and shall pay before becoming delinquent, all taxes, assessments, fees, or other charges assessed or levied upon Seller and the System. Seller further agrees to prevent such taxes, assessments, fees, or other charges from giving rise to any lien against the Site or any improvement located on or within the Site. Nothing herein contained shall be deemed to prevent or

prohibit Seller from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law. Seller shall be responsible for payment of any personal property taxes, possessory interest taxes, permit fees, business license fees and any and all fees and charges of any nature levied against the System and operations of Seller at any time. If bills for taxes on the System are received by the Purchaser, Purchaser shall remit such bills to Seller.

ARTICLE IX OFFSETS, ALLOWANCES, CREDITS

Section 9.1 **RECs and Utility Rebates.** RECs and Utility Rebates and associated reporting rights available in connection with the System are retained and owned by Purchaser. Seller shall identify the proper Purchaser account (as identified by Purchaser) to WREGIS in order to ensure all RECs are allocated to Purchaser. During the Term, Seller shall use commercially reasonable efforts to ensure that all System production information is provided to WREGIS as necessary to allow for the transfer of the RECs to Purchaser's WREGIS account. Purchaser shall be responsible for managing its WREGIS account as necessary to allow for the transfer of the RECs to Purchaser's WREGIS account. The Parties shall cooperate, acting reasonably and in good faith, in connection with providing information required by WREGIS and ensuring the RECs are transferred to Purchaser. Where applicable, Seller shall use commercially reasonable efforts to submit, or provide assistance to Purchaser in submitting, applications for available Utility Rebates as requested by Purchaser, including actions necessary (and within Seller's reasonable control) to ensure compliance with the Utility net metering program and all interconnection agreements applicable to the System. Seller shall attend all site verification visits conducted by the Utility or Governmental Authority and shall use commercially reasonable efforts to assist the Purchaser in satisfying the requirements of any REC and Utility Rebate program. Seller shall be responsible for providing updated documentation to Purchaser as required for Purchaser's delivery to incentive program administrators, as required by rules of the relevant incentive programs to which Purchaser is a party and of which Seller has received a copy. Seller shall not be obligated to incur any third-party costs or expenses in connection with such actions unless reimbursed by Purchaser.

Section 9.2 **Other Credits.** Seller shall own and retain all present and future rights, titles and interest in any Other Credits or exemptions attributable to the installation of the System or the production of Energy Output therefrom, including but not limited to sales tax exemptions, rebates or incentives relating to equipment installed as part of the System, capacity payments or property tax exemptions or credits. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Other Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Other Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Other Credits are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller.

Section 9.3 **Rebates.** So long as Seller owns the System, all Rebates available in connection with the System installed on the Site are owned by Seller. Purchaser shall take all reasonable measures, at no out of pocket cost to Purchaser, to assist Seller in obtaining all Rebates currently available or subsequently made available in connection with the System. If Purchaser fails to act in good faith in completing documentation or taking actions reasonably requested by Seller, and

such failure results in a loss of a Rebate, Purchaser shall reimburse Seller for the full amount of such lost Rebate within thirty (30) days of receipt of an invoice therefor.

Section 9.4 Reporting Rights. Without limiting Purchaser's rights under Section 9.1, Seller shall retain the Reporting Rights and the exclusive rights to claim that: (a) the Energy Output was generated by the System; (b) Seller is responsible for the delivery of the Energy Output to the Delivery Point; (c) Seller is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof to the Delivery Point; and (d) Seller is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

Section 9.5 Impairment of Other Credits, Rebates, Utility Rebates and RECs. Purchaser shall not take any action or suffer any omission that would have the effect of impairing the value to the Seller of the Other Credits or Rebates. Seller shall not take any action or suffer any omission that would have the effect of impairing the value to the Purchaser of the RECs or Utility Rebates. Purchaser shall use commercially reasonable efforts to notify Seller of any action or omission that could impair the value of the Other Credits or Rebates and to consult with Seller as requested to prevent impairment of the value of the Other Credits or Rebates. Seller shall use commercially reasonable efforts to notify Purchaser of any action or omission that could impair the value of the RECs or Utility Rebates and to consult with Purchaser as required to prevent impairment of the value of the RECs or Utility Rebates.

ARTICLE X REPRESENTATIONS AND WARRANTIES OF PURCHASER

Section 10.1 Purchaser Representations and Warranties. The Purchaser represents and warrants that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation; that it has the power and authority to enter into and perform this Agreement; and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action. Purchaser covenants that during the Term it shall remain a duly organized and validly existing legal entity with authority to conduct business in its jurisdiction of formation, and shall have the power and authority to perform this Agreement; and

(b) No suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of Purchaser's knowledge, has been threatened against Purchaser that would affect the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that would, if adversely determined, have a material adverse effect on Purchaser's performance of this Agreement; and

(c) The execution, delivery and performance of this Agreement by Purchaser will not result in a breach of, default under or violation of any Applicable Law, or the provisions of any authorization or in a breach of, default under or violation of any provision of its articles of incorporation or bylaws or any promissory note, indenture or any evidence of indebtedness or security therefor, material lease, material contract or other material agreement by which it or its property is bound; and

(d) To the best knowledge of the Purchaser, as of the date hereof, no governmental approval or consent is required in connection with the due authorization, execution and delivery of this Agreement or the performance of the Purchaser of its obligations hereunder which the Purchaser has reason to believe that it will be unable to obtain in due course on or before the date required for Purchaser to perform such obligations; and

(e) This Agreement constitutes a legal, valid and binding obligation enforceable against Purchaser in accordance with its terms, except as the enforceability of such terms may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally; and

(f) Purchaser has not entered, and will not after the Effective Date enter, into any contracts or agreements with any other person regarding the provision of services at the Site contemplated to be provided by Seller under this Agreement which would impair or limit Seller's ability to perform in accordance with the terms hereof;

(g) Purchaser is in compliance in all material respects with all laws that relate to this Agreement in all material respects; and

(h) Purchaser has fee simple title to the Site. Purchaser has the full right, power and authority to enter into the License Agreement. The License Agreement does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Site and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Site; and

(i) All information provided by Purchaser to Seller, as it pertains to the Site's physical configuration, Purchaser's planned use of the Site, and Purchaser's estimated electricity requirements, is accurate in all material respects; and

(j) No electricity generated by the System will be used to heat a swimming pool.

(k) Except for the payment required by Section 6.4, Seller shall not be responsible for any other payments or obligations with respect to the Sustainable Energy and Economic Development Fund.

ARTICLE XI REPRESENTATIONS AND WARRANTIES OF SELLER

Section 11.1 Seller Representations and Warranties. The Seller represents and warrants that:

(a) It is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware; that it has the power and authority to enter into and perform this Agreement; and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on its part. Further, Seller covenants that during the Term it shall remain a duly organized and validly existing legal entity with

authority to conduct business in the State of California and shall have the power and authority to perform this Agreement; and

(b) To the best of Seller's knowledge, it is in compliance in all material respects with all requirements of federal, state and local safety standards, codes and regulations applicable to the System, including those laws applicable to the protection of the Parties' employees and members of the public and to the best knowledge of the Seller, as of the date hereof, no governmental approval or consent is required in connection with the due authorization, execution and delivery of this Agreement or the performance of the Seller of its obligations hereunder which the Seller has reason to believe that it will be unable to obtain in due course on or before the date required for Seller to perform such obligations. Said laws include, but are not limited to, the Occupational Safety and Health Act of 1970 as amended, and those prohibiting discrimination against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability; and

(c) No suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of Seller's knowledge, has been threatened against Seller that would affect the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments hereunder, or that would, if adversely determined, have a material adverse effect on Seller's performance of this Agreement; and

(d) The execution, delivery and performance of this Agreement by Seller will not result in a breach of, default under or violation of any Applicable Law, or the provisions of any authorization or a breach of, default under or violation of any provision of its certificate of formation or other organizational documents or any promissory note, indenture or any evidence of indebtedness or security therefor, material lease, material contract or other material agreement by which it or its property is bound; and

(e) This Agreement constitutes a legal, valid and binding obligation enforceable against Seller in accordance with its terms, except as the enforcement of such terms may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforceability of creditors' rights generally.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Default. The following shall constitute an "Event of Default" hereunder:

(a) A failure by a Party to pay any amount due hereunder, other than an amount that is subject to a good faith dispute, where such failure is not cured within thirty (30) calendar days after receipt of written notice by the non-defaulting Party of such failure to pay such amounts due hereunder; provided, however, any amount due shall continue to accrue interest during any such cure period as set forth in Section 3.2; or

(b) Except as otherwise provided in Article XVII, or Section 6.1(c), any other material default in the event such default is not cured within thirty (30) calendar days after receipt of written notice of the default from the non-defaulting Party setting forth in reasonable detail the nature of such default; provided, that in the case of any such default that cannot be reasonably cured

within the thirty (30) calendar days, then the defaulting Party shall have additional time, but in any event not longer than ninety (90) days, to cure the default if it commences in good faith to cure the default within such thirty (30) calendar day cure period and it diligently and continuously pursues such cure; or;

(c) A Party's dissolution or liquidation; a Party's making a general assignment of its assets for the benefit of creditors (except as otherwise permitted by this Agreement); a Party's filing of a voluntary petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or after the filing of a case in bankruptcy or any proceeding under any other insolvency law against a Party, a Party's failure to obtain a dismissal of such filing within sixty (60) calendar days after the date of such filing; or

(d) Any representation or warranty furnished by a Party in connection with this Agreement was false or misleading in any material respect when made, unless the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) calendar days after the other Party has given the defaulting Party written notice thereof; provided, however, that if the fact, circumstance or condition that is the subject of such representation or warranty cannot be corrected within thirty (30) calendar days; or if such fact, circumstance or condition being otherwise than as first represented does not materially adversely affect the non-defaulting Party, then the defaulting Party shall have additional time, but in any event not longer than ninety (90) days, to cure the default if it commences in good faith within such thirty (30) calendar day cure period to correct the fact, circumstance or condition that is the subject of such representation or warranty and it diligently and continuously proceeds with all due diligence to correct the fact, circumstance or condition that is the subject of such representation or warranty; or

(e) A failure to maintain insurance pursuant to Article XX, which is not corrected within thirty (30) days; or

(f) Purchaser loses its rights to occupy and enjoy the Site; or

(g) Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System.

Section 12.2 Remedies. Upon the occurrence of an Event of Default, or if otherwise permitted under this Agreement, the non-defaulting Party may exercise any one or more of the following remedies:

(a) Exercise any and all remedies available under this Agreement (including Section 6.1(d)) or under Applicable Laws after the applicable cure period; or

(b) Terminate this Agreement by delivery of a written notice to defaulting Party declaring termination. No termination of this Agreement following an Event of Default shall relieve the defaulting Party of its liability and obligations hereunder, and the non-defaulting Party may take whatever action may appear necessary or desirable to enforce performance and observance of any obligations under this Agreement pursuant to this Article XII, and the rights given hereunder and under Applicable Laws.

Section 12.3 **Exercise of Remedies.** Except as specifically provided herein, each and every right, power and remedy of a Party, whether specifically stated in this Agreement or otherwise existing, may be exercised concurrently or separately from time to time, and so often and in such order as may be deemed expedient by the exercising Party. No delay or omission of a Party in the exercise of any right, power or remedy shall impair or operate as a waiver thereof or of any other right, power or remedy.

**ARTICLE XIII
NO PARTNERSHIP/INDEPENDENT SELLER**

Section 13.1 **No Partnership.** Notwithstanding any provision of this Agreement, the Parties do not intend to create hereby any lease, joint venture, partnership or association taxable as a corporation or other entity for the conduct of any business for profit. Neither Party shall have any right, power or authority to enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of the other Party.

Section 13.2 **Changes to Agreement.** If it should appear that one or more changes to this Agreement would be required in order to prevent the creation of a partnership for United States federal tax purposes between Seller and Purchaser, the Parties agree to negotiate promptly in good faith with respect to such changes.

Section 13.3 **Independent Contractors.** The Parties agree that they are independent contractors and shall be at all times solely responsible for themselves, as well as their respective officers, directors, members, partners, employees, agents, and contractors as to workmanship, accidents, injuries, wages, supervision and control. This Agreement may not be altered in any manner so as to change the relationship or responsibilities of the Parties as independent contractors.

**ARTICLE XIV
METER MAINTENANCE AND RECORDS**

Section 14.1 **Reporting Requirements.** Seller shall comply with the reporting requirements set forth in Exhibit F at no cost to Purchaser for the five (5) year Term following the Commercial Operation Date.

Section 14.2 **Metering.** Energy Output delivered by Seller to Purchaser hereunder shall be measured by electric watt-hour meters located at the Delivery Point as follows:

(a) Seller shall own, operate, maintain and read the Meter for the measurement of Energy Output provided to Purchaser. Upon Purchaser's written request, Seller shall furnish a copy of all technical specifications and accuracy calibrations for the Meter.

(b) Purchaser shall have the right to install check meters and associated metering equipment and shall, upon prior written notice to Seller, have reasonable access to Seller's metering equipment for purposes of testing. Purchaser or its energy supplier may test the Meter annually, with the costs of such annual testing to be borne by Purchaser, including any costs incurred by Seller associated with such annual testing.

(c) Each Party shall have the right to be present when the other Party is performing maintenance on the metering equipment; provided, that the Party performing maintenance gives the other Party reasonable prior notice of the scheduled maintenance time.

(d) All records, reports and data concerning the Meter shall be and remain the property of Seller, although Purchaser shall have the right to use the same to the extent necessary to perform and administer this Agreement and in connection with its use of RECs and Utility Rebates. Purchaser shall also have the right to share data collected by the data acquisition system (DAS), with the public for informational purposes. Seller must pay to test the Meter every three (3) years regardless of any error. Should Purchaser request testing more frequently than every three (3) years and such testing indicates that such Meter is in error by less than two percent (2%), then Purchaser shall reimburse Seller for costs associated with testing the Meter. On the other hand, if such testing indicates that such Meter is in error by two percent (2%) or more, then Seller shall promptly repair or replace such Meter at its sole expense. Seller shall make a corresponding adjustment to the records of the amount of Energy Output based on such test results for (a) the actual period of time when such error caused inaccurate meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if such period cannot be so determined, then a period equal to one-half (1/2) of the period from the later of (i) the date of the last previous test confirming accurate metering and (ii) the date the Meter was placed into service; provided, however, that such period shall in no case exceed two (2) years whereupon the Parties shall make such payments as are appropriate to reflect such correction in Energy Output amounts.

ARTICLE XV OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

(a) **License Agreement.** Both Parties shall comply with the terms of the License Agreement.

(b) **Compliance with Applicable Laws.** Both Parties shall comply in all material respects with all Applicable Laws, including but not limited to environmental laws, workers' compensation laws, unemployment insurance laws, and health and safety laws.

ARTICLE XVI PUBLICITY AND PROPRIETARY INFORMATION

Section 16.1 **Publicity.**

(a) The Parties share a common desire to generate favorable publicity regarding the System and their association with it. The Parties agree that they will, from time to time, issue press releases regarding the System and that they shall cooperate with each other in connection with the issuance of such releases including completing the review of press releases proposed to be issued by the other Party by no later than ten (10) calendar days after submission by such other Party. Each Party agrees that it shall not issue any press release containing the identity of the other Party or the specific terms of this Agreement (except for filings as may be required by applicable law) without

the prior consent of the other, and each Party agrees not to unduly withhold or delay any such consent.

(b) Purchaser or Seller may, with the prior written approval of the other Party (which shall not be unreasonably withheld), reference the System and display photographs of the System in its promotional materials.

(c) Seller shall provide a web-enabled computer/monitor (“Monitor”) in a location reasonably determined by Purchaser, which Purchaser may use to display information regarding solar power generation of the System, in addition other information that Purchaser may choose to display that is understandable to visitors, such as level of independence and cost savings provided by the System, in addition to various environmental offsets, such as the number of homes powered, or carbon, coal, and tree equivalents. Seller shall be responsible for obtaining and mounting the Monitor in the location selected by Purchaser. Purchaser shall be responsible for obtaining and displaying information of its choosing on the Monitor, as well as any required upkeep or maintenance of such monitor. Purchaser may utilize information from the DAS (provided as part of the System in accordance with Exhibit F) online portal, which will be made available by Seller, in connection with such display.

Section 16.2 Proprietary Information. Except as otherwise provided herein, any Proprietary Information of a Party (the “Transferor”) which is disclosed to or otherwise received or obtained by the other Party (the “Transferee”) incident to this Agreement shall be held, in confidence, and the Transferee shall not publish or otherwise disclose any such Proprietary Information to any Person for any reason or purpose whatsoever, or use any such Proprietary Information for its own purposes or for the benefit of any Person, without the prior written approval of the Transferor, which approval may be granted or withheld by the Transferor in its sole discretion. Without limiting the generality of the foregoing, each Party shall observe the same safeguards and precautions with regard to Proprietary Information which such Party observes with respect to its own information of the same or similar kind.

Section 16.3 Definition of Proprietary Information.

(a) The term “Proprietary Information” means (i) the terms set forth in this Agreement, and (ii) all information, written or oral, which has been or is disclosed by the Transferor, or which otherwise becomes known to the Transferee or any Person in a confidential relationship with, the Transferee, and which (A) relates to matters such as patents, trade secrets, research and development activities, draft or final contracts or other business arrangements, books and records, budgets, cost estimates, pro forma calculations, engineering work product, environmental compliance, vendor lists, suppliers, manufacturing processes, energy consumption, pricing information, private processes, and other similar information, as they may exist from time to time, or (B) the Transferor expressly designates in writing to be confidential.

(b) Proprietary Information shall exclude information falling into any of the following categories:

(i) Information that, at the time of disclosure hereunder, is in the public domain, other than information that entered the public domain by breach of this Agreement or any other agreement, or in violation of any Applicable Law;

(ii) Information that, after disclosure hereunder, enters the public domain, other than information that entered the public domain by breach of this Agreement or any other agreement, or in violation of any Applicable Law;

(iii) Information, other than that obtained from third parties, that prior to disclosure hereunder, was already in the recipient's possession, either without limitation on disclosure to others or subsequently becoming free of such limitation;

(iv) Information obtained by the recipient from a third party having an independent right to disclose the information; or

(v) Information that is obtained through independent research without use of or access to the Proprietary Information.

Section 16.4 Disclosure. Notwithstanding the foregoing:

(a) A Transferee may provide any Proprietary Information to any Governmental Authority having jurisdiction over or asserting a right to obtain such information; provided, that (i) the disclosure of such Proprietary Information is required by Applicable Laws, or such Governmental Authority issues a valid order that such Proprietary Information be provided, and (ii) the Transferee promptly advises the Transferor of any request for such information by such Governmental Authority and cooperates in giving the Transferor an opportunity to present objections, requests for limitation, and/or requests for confidentiality or other restrictions on disclosure or access, to such Governmental Authority.

(b) Seller may disclose Proprietary Information to any Governmental Authority in connection with the application for any license or other authorization or Other Credit or Rebate; provided, however, that Seller shall make use of any applicable policy or regulation of the Governmental Authority that allows for the filing of Proprietary Information under seal or other confidentiality procedures.

(c) Seller may disclose Proprietary Information to any prospective Financing Party for purposes of such party's evaluation in connection with the provision of debt or equity financing (including equity contributions or commitments), refinancing of any such financing, or any guarantee, insurance or credit support for or in connection with such financing or refinancing, in connection with the construction, ownership, operation or maintenance of the System, or any part thereof; provided, that the recipient of any such Proprietary Information agrees in writing to maintain such information in confidence under terms substantially identical to those contained in this Agreement. Seller shall vigorously enforce the terms of any such confidentiality agreement.

(d) Either Party may disclose Proprietary Information to the extent that such disclosure is required pursuant to the rules of any securities exchange to the extent such Party is subject to regulation.

(e) Nothing contained in this Agreement shall be deemed to restrict or prohibit Purchaser from complying with a validly issued subpoena or with Applicable Laws, including the California Public Records Act, Government Code sections 6250, et seq., and Purchaser may disclose Proprietary Information to the extent it is required to do so pursuant to these authorities. Prior to disclosure, Purchaser shall undertake reasonable efforts to notify Seller of any records request that Purchaser reasonably believes to encompass records related to Proprietary Information in order to allow Seller to identify, prior to the response deadline imposed on Purchaser pursuant to Applicable Laws, any such information that may be protected from disclosure under Applicable Laws. The decision on whether certain records are required to be disclosed pursuant to the California Public Records Act rests with the Purchaser.

Section 16.5 **Breach.** In the event of a breach or threatened breach of the provisions of Article XVI by any Transferee, the Transferor shall be entitled to an injunction restraining such Party from such breach. Nothing contained herein shall be construed as prohibiting the Transferor from pursuing any other remedies available at law or equity for such breach or threatened breach of this Agreement.

Section 16.6 **Disclosure to Affiliates.** Each Party agrees that it will make available Proprietary Information received from the other Party to its Affiliates and its and their employees, agents, contractors and advisors only on a need-to-know basis, and that all Persons to whom such Proprietary Information is made available will be made aware of the confidential nature of such Proprietary Information, and will be required to agree to hold such Proprietary Information in confidence under terms substantially identical to the terms hereof.

Section 16.7 **Tax Structure or Treatment.** Notwithstanding anything to the contrary set forth herein or in any other agreement to which the Parties are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transaction, shall not apply to the U.S. federal tax structure or U.S. federal tax treatment of the transaction, and each Party (and any employee, representative, or agent of any Party hereto) may disclose to any and all persons, without limitation of any kind, the U.S. federal tax structure and U.S. federal tax treatment of the transaction. The preceding sentence is intended to cause the transaction not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code and shall be construed in a manner consistent with such purpose. In addition, each Party acknowledges that it has no proprietary or exclusive rights to the tax structure of the transaction or any tax matter or tax idea related to the transaction.

Section 16.8 **Term.** The obligations of the Parties under this Article XVI shall remain in full force and effect during the Term and for two (2) years following the expiration or termination of this Agreement.

ARTICLE XVII FORCE MAJEURE

Section 17.1 **Force Majeure.** The term “Force Majeure,” as used in this Agreement, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure or its contractors or subcontractors. Subject to the foregoing definition,

examples of causes or events that may constitute Force Majeure include acts of God, pandemics, epidemics, quarantines, sudden actions of the elements such as fires, floods, earthquakes, volcanoes, meteorites, hurricanes, solar flare or eruption, wind speeds in excess of safe installation or working limits of the photovoltaic modules or tornadoes; sabotage; vandalism beyond that which could reasonably be prevented by the Party claiming the Force Majeure; terrorism; acts of a public enemy; war; riots or other civil disturbance; fire; explosion; Utility Outages; any failure or inability to obtain necessary machinery, equipment, materials or spare parts, but only to the extent such failure or inability is caused by an event of Force Majeure, including any order to Seller to take any action, that prevents Seller from delivering Energy Output under this Agreement. Notwithstanding the foregoing, during the development or construction of the System, but not from or after the Commercial Operation Date, Force Majeure shall include strikes or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); the adoption or amendment of any rule or regulation or judicial decision lawfully imposed by federal, state, or local government bodies.

Section 17.2 **No Default.** Neither Party shall be considered to be in default in the performance of any obligations in this Agreement (other than obligations to pay money, including for sales and purchases of Energy Output pursuant to Article II) when a failure of performance shall be due to an event of Force Majeure, and any time periods for such performance shall be extended during an event of Force Majeure; provided, that (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the event of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform, mitigates the effects of the Force Majeure event and provides regular progress reports to the other Party describing actions taken to end the Force Majeure event; and (iv) when the non-performing Party is able to resume performance of its obligations under this Agreement, the non-performing Party shall provide written notice of its ability to resume performance of its obligations under this Agreement and shall promptly resume such performance.

Section 17.3 **Termination.** If an event of Force Majeure continues for a period of one hundred eighty (180) days or more and prevents a material part of the performance by a Party hereunder, then at any time thereafter during the continuation of the Force Majeure event, either Party shall have the right to terminate this Agreement by providing written notice of termination to the other Party. Termination shall be effective upon the giving of the notice; provided that, if one Party has begun and continues to undertake commercially reasonable measures to overcome such event of Force Majeure, the other Party shall not have the right to terminate until such event of Force Majeure prevents material performance for a total of three hundred sixty-five (365) days. Termination under this **Section 17.3** shall be without fault or further liability to either Party, except each Party shall pay all amounts accrued but unpaid to the other Party under this Agreement.

ARTICLE XVIII WARRANTIES AND PERFORMANCE STANDARD

Section 18.1 **Warranty.** Seller warrants that (i) the Energy Output provided by Seller under this Agreement at the Delivery Point shall be produced by a photovoltaic system consisting of photovoltaic modules and suitable for use in a commercial operation for utility interconnection, and (ii) title to the Energy Output delivered at the Delivery Point shall pass from Seller to Purchaser free of any Liens created by Seller.

Section 18.2 Performance Standard. Seller shall undertake commercially reasonable efforts to operate and maintain the System in accordance with Prudent Operating Practices and the provisions of this Agreement.

Section 18.3 Limitation of Warranty. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED UNDER THIS AGREEMENT. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES, WHETHER BASED ON STATUTE, CONTRACT, TORT OR OTHERWISE (OTHER THAN AS SPECIFICALLY SET FORTH IN THE AGREEMENT) ARE HEREBY COMPLETELY AND IRREVOCABLY WAIVED BY PURCHASER.

ARTICLE XIX INDEMNIFICATION

Section 19.1 Indemnification by Seller. Seller shall fully indemnify, save harmless and defend Purchaser or any of its trustees, officers, directors, employees, contractors and agents from and against any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which Purchaser may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property arising out of Seller's activities hereunder, excepting any liability arising out of the willful misconduct or sole negligence of Purchaser or any of its agents, contractors or invitees, including (a) any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Seller and Seller's officers, employees and agents engaged in the performance of this Agreement (including, with limitation, unemployment insurance, Social Security, and payroll tax withholding), and (b) all Liabilities arising out of or relating to the existence at, on, above, below or near the Site of any Hazardous Substance, to the extent deposited, spilled or otherwise caused by Seller or any of its agents. In addition, the Seller shall indemnify, hold harmless and defend Purchaser, its officers, agents, and employees, from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented, or unpatented invention, article, or appliance furnished or used in connection with the System, except to the extent such use was required by Purchaser.

Section 19.2 Indemnification by Purchaser. Purchaser shall indemnify, save harmless and defend Seller or any of its officers, directors, employees, contractors and agents from and against any and all costs, claims, and expenses incurred by such parties in connection with or arising from (a) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person arising out of the sole negligence or willful misconduct of Purchaser or its agents or employees, or (b) all liabilities arising out of or relating to the existence at, on, above, or below the Site of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its agents.

Section 19.3 Cumulative. The foregoing Sections 19.1 and 19.2 shall be in addition to and not in lieu of any other indemnity obligations provided by law and shall not be limited by the insurance provisions contained in this Agreement. The indemnity provided in Section 19.1 also shall apply to the successors and permitted assigns of the Seller.

Section 19.4 Notice of Claims. Any Party seeking indemnification hereunder (the “Indemnified Party”) shall deliver to the other Party (the “Indemnifying Party”) a written notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a “Claim Notice”). Such Claim Notice shall be delivered promptly to the Indemnifying Party that an action at law or a suit in equity has commenced; provided, however, that failure to deliver the Claim Notice shall not relieve the Indemnifying Party of its obligations under this Article XIX, except to the extent that such Indemnifying Party has been prejudiced by such failure.

Section 19.5 Defense of Action. If requested by the Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; provided, however, that if the Indemnifying Party is a defendant in any such action and the Indemnified Party reasonably believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to participate in its defense of such action at the Indemnifying Party’s expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in this Article XIX applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party’s expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

ARTICLE XX INSURANCE

Section 20.1 Insurance. Seller shall provide and maintain, without interruption, during the Term hereof insurance coverage of the types and in the amounts set forth in the subparagraphs below, provided that Purchaser may meet these requirements through self-insurance.

(a) Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering Seller’s performance under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001, and with a limit in an amount of not less than two million Dollars (\$2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Project or location (with the ISO CG 2503, or ISO CG 2504, or insurers equivalent endorsement provided to the Purchaser) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

(b) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the general annual aggregate in excess of the limited provided in the CGL policies set forth above. The coverage terms of the Excess insurance must be at least as broad as the underlying insurance policies.

(c) Employer's liability insurance with coverage of at least \$1,000,000 each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

(d) Workers' compensation insurance as required by law.

(e) Automobile liability insurance for bodily injury (including death) and property damage which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a limit in an amount of not less than One Million Dollars (\$1,000,000) each accident.

(f) As to all insurance coverage required herein:

(i) Seller shall disclose to Purchaser and obtain Purchaser's prior written approval for any deductible or self-insured retention exceeding \$25,000.00;

(ii) If any insurance policy of Seller includes language conditioning the insurer's legal obligation to defend or indemnify the Purchaser on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the Purchaser as a named insured. Notwithstanding the foregoing, both the Seller and its insurers agree that by naming Purchaser as a named insured, the Purchaser may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies;

(g) The insurance policies shall contain or be endorsed to contain the following specific provisions:

(i) The commercial general and automobile liability policies and excess umbrella liability policy, if any, shall contain, or be endorsed to contain the following provisions: (1) the Purchaser, its elected officials, directors, officers, consultants, subconsultants, agents, employees and volunteers shall be named as additional insureds; (2) Seller's insurance shall be primary insurance as respects the additional insureds and any insurance, self-insurance or other coverage maintained by the additional insureds shall not contribute to it; (3) any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the additional insureds; (4) the policies shall waive transfer rights of recovery (subrogation) against the additional insureds; (5) the insurance, subject to all its other terms and conditions, shall apply to the liability assumed by the Seller under the Agreement; and (6) the Seller's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

(ii) Each insurance policy shall state, or be endorsed to state, that coverage shall not be canceled, terminated, suspended, voided or reduced in coverage by the insurance carrier or the Seller or allowed to expire, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice has been given to the Purchaser.

(iii) Any excess/umbrella liability policy shall contain, or be endorsed to contain, the following provisions: (1) following form coverage at least as broad as the primary policy; (2) a schedule of underlying insurance which matches the actual policy numbers and coverage limits in the actual underlying policies; and (3) a total underlying coverage limit plus excess/umbrella limit equal to or greater than the required coverage limit for each type of coverage.

(h) The above insurance coverage shall not limit the indemnification obligations of Seller as provided below and the failure to maintain the required coverages shall constitute a material breach of this Agreement.

(i) All insurance required by this Agreement shall be placed with insurers authorized by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A-VII unless prior approval is secured from the Purchaser as to the use of such insurer.

(j) Seller shall require all of its contractors and subcontractors to purchase and maintain the types of insurance as are required herein and in limits and amounts reasonably sufficient, given the type of work being performed by such major contractors and subcontractors, to protect the Seller and "additional insureds" from claims arising out of the work of the contractor or subcontractor or by anyone directly or indirectly employed by them or by anyone for whose acts the subcontractor may be liable. The Seller shall receive and maintain satisfactory evidence from such contractors and subcontractors that verifies that they are in compliance with this requirement. The Seller shall continuously maintain such evidence and provide it for review by the Purchaser upon reasonable request.

Section 20.2 Certificates of Insurance. On or prior to the Effective Date, Seller shall provide Purchaser with certificates of insurance and endorsements evidencing the coverage required under this Section 20.1. If any of the required coverages expire during the Term of this Agreement, the Seller shall deliver to Purchaser such certificates of insurance and certified copies of any renewed or replacement policies at least ten (10) days prior to the expiration date.

Section 20.3 Occurrence Policy. All insurance required hereunder shall provide insurance for occurrences from the date hereof throughout the later of the expiration or termination hereof.

ARTICLE XXI DISPUTES

Section 21.1 Disputes. Any dispute, controversy or claim arising out of or in connection with this Agreement (a "Dispute") shall be resolved in accordance with this Article XXI. The Parties agree to make a good faith attempt to resolve any and all Disputes. Upon the occurrence of a Dispute:

(a) Either Party may deliver a notice to the other Party requesting the Dispute be referred to that Party's management. Any such notice shall include the names of the managers to resolve the Dispute. Any such notice shall be delivered within a reasonable period of time after the Dispute arises. Within seven (7) Business Days after receipt of a notice, the other Party shall provide

written notice to the requesting Party indicating a schedule for informal Dispute resolution, which informal resolution shall commence within fourteen (14) Business Days of the notice of Dispute. The Parties shall use good faith, reasonable, diligent efforts to resolve the Dispute within ninety (90) Business Days after receipt of the notice of Dispute.

(b) If, after such informal resolution in accordance with paragraph (a) above a Dispute remains unresolved, the Parties may, upon mutual agreement, submit to mediation before a mutually agreed upon mediator. The mediator's fee and expenses shall be paid one-half by each Party.

(c) With respect to any Dispute not resolved to the mutual satisfaction of the Parties pursuant to paragraphs (a) and (b) above, each Party shall retain the right, but not the obligation, to pursue any legal or equitable remedy available to it in a court of competent jurisdiction. Seller shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Seller's right to bring a civil action against Purchaser. For purposes of those provisions, the running of the time within which a claim must be presented to Purchaser shall be tolled from the time Seller submits its written notice of Dispute until the time the Dispute is denied, including any time utilized by any applicable meet and confer process.

(d) Either Party may seek a restraining order, temporary injunction, or other provisional judicial relief if the Party, in its sole judgment, believes that such action is necessary to avoid irreparable injury or to preserve the status quo. The Parties shall continue to undertake the procedures hereunder, in good faith, despite any requests for provisional relief.

(e) During the conduct of any Dispute resolution procedures pursuant hereto the Parties shall continue to perform their respective obligations irrespective of the matters in Dispute.

ARTICLE XXII LIMITATIONS OF LIABILITY

Section 22.1 **Waiver of Consequential Damages.** Except to the extent of its indemnity obligations for third party claims set forth herein for such liquidated damages that are expressly set forth herein, neither Party shall be liable hereunder for any special, incidental, indirect, punitive or consequential damages arising out of, or in connection with, this Agreement or such Party's performance of its obligations hereunder, including, but not limited to, loss of profits or revenue, lost business opportunities, cost of capital or cost of replacement services. Notwithstanding anything herein, any liquidated damages (including the Termination Value) or other amount due and owing under this Agreement upon the termination of this Agreement shall not be deemed consequential damages.

Section 22.2 **Limitation of Liability.** Seller's liability to Purchaser hereunder shall not exceed \$250,000, except for: (1) claims related to fraud or gross negligence; (2) indemnity obligations for third party claims set forth herein; and (3) for any liability covered by Seller's insurance coverages required by this Agreement.

**ARTICLE XXIII
PURCHASER'S OPTION TO PURCHASE THE SYSTEM**

Section 23.1 Option to Purchase During Term. Provided that no Purchaser Event of Default will have occurred and be continuing, on the seventh (7th), tenth (10th), fifteenth (15th) and twentieth (20th) anniversaries of the Commercial Operation Date, Purchaser shall have the option to purchase the System from Seller at a price equal to Fair Market Value of the System. Purchaser shall notify Seller in writing of its intent to exercise its purchase option under this Section 23.1 no later than ninety (90) days prior to the seventh (7th), tenth (10th), fifteenth (15th) and twentieth (20th) anniversaries (as applicable) of the Commercial Operation Date.

Section 23.2 Option to Purchase at End of Term. Provided that Purchaser has fulfilled all obligations to Seller under this Agreement, at the expiration of the Term of this Agreement, Purchaser shall have the option to purchase the System from Seller at a price equal to the Fair Market Value of the System. Purchaser shall notify Seller in writing of its intent to exercise its purchase option under this Section 23.2 no later than ninety (90) days prior to the end of the Term.

Section 23.3 Procedure. If Purchaser desires to exercise the option set forth in Section 23.1 or Section 23.2, the Parties will promptly agree to a date for the closing of the purchase, not less than sixty (60) days or more than one hundred and twenty (120) days after such confirmation, at which closing, Seller and Purchaser, as the case may be, shall execute and/or deliver the following documents: (a) all documents necessary to cause title to the System to pass to Purchaser, free and clear of any liens immediately subsequent to the purchase; (b) assignment and assumption agreements, with all necessary consents thereto, causing the assignment of Seller's rights to Purchaser and assumption by Purchaser of the obligations of Seller under all material contracts with respect to the System, including the License Agreement; (c) assignment of all warranties for the System to Purchaser, to the extent that such warranties are assignable; and (d) evidence of the satisfaction of any loans or other obligations of Seller to any lender that provided financing in connection with the System. The System shall be sold to Purchaser "as-is, where-is," without further warranty by Seller, provided, however, that Seller shall disclose prior to purchase and assign, transfer and deliver to Purchaser all manufacturer or other warranties on the System that apply to Purchaser as the new owner of the System.

**ARTICLE XXIV
MISCELLANEOUS**

Section 24.1 Audit Review. Except as otherwise provided in Article XIV and Exhibit F, copies of any records in the possession of either Party related solely to the volume or price of the Energy Output, including invoices, receipts, charts, computer printouts, magnetic tapes or other media, shall be made available not more than one (1) time per calendar year during the Term of this Agreement by either Party to the other Party, at no cost to the requesting party, within thirty (30) days of receipt by the Party supplying such records in response to a written request from the other party specifying in reasonable detail the records to be provided.

Section 24.2 Purchaser Financial Information. Purchaser shall provide (or cause its auditors to provide) Seller with copies of its audited financial information within one hundred twenty (120) days following the end of each fiscal year during the Term hereof. Compliance with this

requirement shall be achieved where Purchaser posts a copy of its annual audit report on Purchaser's public-facing webpage within one hundred twenty (120) days following the end of each fiscal year.

Section 24.3 **Notice.** Any notice, demand, request, consent, approval confirmation, communication or statements which is required or permitted under this Agreement shall be in writing and shall be given or delivered by electronic mail, personal service, Federal Express or comparable overnight delivery service, or by deposit in the United States Post Office, postage prepaid, by registered or certified mail, return receipt requested and addressed to the Party receiving notice as specified below. Changes in such address and/or contact persons named shall be made by notice similarly given. Notices given by electronic mail or personal service shall be deemed given and received the day so given or sent. Notices mailed or sent by a delivery service or by registered or certified mail as provided herein shall be deemed given on the fifth Business Day following the date so mailed or on the date of actual receipt, whichever is earlier. Each party shall deem a document emailed or electronically sent in PDF form to it as an original document.

PURCHASER: South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
Attention: General Manager
Telephone: (530) 544-6474

With a required copy that shall not constitute notice to:

Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101
Attention: Gary M. Kvistad
Telephone: (805) 963-7000
Email: gkvistad@bhfs.com

SELLER: Blue Dragon Holdings I, LLC

c/o Masa Holdings LLC
175 Nortech Parkway, Suite 200
San Jose, CA 95134
Attention: CFO
Email: holdingsmasa@gmail.com

Section 24.4 **Complete Agreement; Modification.** The terms and provisions contained in this Agreement and referenced documents constitute the entire Agreement between Purchaser and Seller and shall supersede all previous communications, representations, or agreements, either oral or written, between Purchaser and Seller with respect to the sale of Energy Output from the System. No amendment or modification of this Agreement shall be binding on either Party unless such amendment is reduced to writing and signed by authorized representatives of both Parties.

Section 24.5 **Third Party Beneficiaries.** Except as otherwise expressly provided herein (e.g., with respect to Financing Party's rights hereunder), this Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns, and nothing in this Agreement or any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement. Except as specifically otherwise provided herein, no Person shall have any rights or interest, direct or indirect, in this Agreement.

Section 24.6 **Assignment and Financing.**

(a) Except as set forth in this Section 24.6, neither Party shall have the right to sell, transfer or assign this Agreement or its rights, duties or obligations hereunder, without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed.

(b) Seller may, without the prior written consent of Purchaser, finance the acquisition and installation of the System through a loan, lease, partnership or other arrangement with one or more Financing Parties as security. In connection with such financing, Seller may, without the prior written consent of Purchaser, assign a security interest or hypothecate as security, in the System and/or this Agreement, to one or more Financing Parties or an affiliate or subsidiary of Seller. Seller shall provide prompt notice to Purchaser of any such assignment. Seller shall remain jointly liable along with such assignee for the obligations of Seller hereunder. In connection with the foregoing, Purchaser will exercise best efforts to review, execute and deliver within ten (10) business days of receipt of any all lien waivers, consents, acknowledgements, subordination agreements and other instruments and documentation reasonably required by Seller or a Financing Party to be executed by Purchaser in connection with any of the above permitted assignment of financing arrangements; provided that any such instruments or documentation must be in a commercially reasonable form and acceptable to Purchaser.

(c) Other than as provided in Section 24.6(b), Seller shall not otherwise sell, transfer, or assign its rights and obligations under this Agreement, or any interest in the Agreement, without the prior written consent of Purchaser. Purchaser shall approve or deny any request under this Section 24.6(c) of Seller's written request within thirty (30) days of receipt thereof, unless the Parties mutually agree in writing to a longer period. Purchaser's consent under this Section 24.6(c) shall not be unreasonably withheld, provided that Seller provides Purchaser with reasonable proof to Purchaser's reasonable satisfaction that the proposed assignee: (i) has experience in operating and maintaining solar photovoltaic systems greater than or equal to that of Seller; (ii) has the financial capability and credit rating equal to or greater than that of Seller as of the Effective Date; (iii) has the ability to maintain the System and provide the services required pursuant to this Agreement in the manner required by this Agreement and provides all applicable warranties that it shall do so; and (iv) agrees to be bound by the requirements of this Agreement. Seller shall be released of its obligation relating to the assigned interests under this section.

(d) Seller shall not sell, lease, or otherwise transfer the System to any third party unless it also assigns all of its rights and obligations under this Agreement to such third party and such assignment is permitted by this Section 24.6. Assignments or transfers not in compliance with this section will be void. In the case where Seller is not required to get prior written consent of

Purchaser to make an assignment, Seller shall provide prior written notice of any such assignment to Purchaser. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. In the event of a permitted assignment, such assignee shall be considered “Seller” or “Purchaser” (as applicable) for all purposes hereunder.

(e) Purchaser shall notify Seller in writing of any sale, assignment or transfer of any of Purchaser’s interest in the Property, or any part thereof. Until such notice is received, Seller shall have no duty to any successor owner, and Seller shall not be in default under this Agreement if it continues to make all payments to the original Purchaser before notice of sale, assignment or transfer is received. Purchaser agrees it will not assign the rights to payments due to Purchaser under this Agreement except to a successor owner of the Property, and in no case shall Purchaser sever or attempt to sever the Property’s solar energy rights or interests from the Property’s fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

(f) Notwithstanding any contrary term of this Agreement, a Financing Party shall have the following rights:

(i). Provided that prior written notice has been given of such assignment, a Financing Party, shall be entitled (a) to notice of any breach or default under this Agreement to which Seller is entitled pursuant to Section 9, and (b) but not required to exercise, in the place and stead of Seller, any and all rights and remedies of Seller in accordance with the terms of this Agreement.

(ii). A Financing Party shall have the right (exercisable in its sole and absolute discretion), but not the obligation, to perform acts, 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.

(iii). The Financing Party shall, concurrently with delivery thereof to Seller, deliver to Purchaser a copy of each notice of default given to Seller under the corresponding financing agreement and before enforcing any remedies and foreclosure rights under its security interest against the System or this Agreement for a Seller default under its contractual obligations with the Financing Party.

(iv). Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of a Financing Party made within sixty (60) calendar days of such termination or rejection, Purchaser shall enter into a new agreement with such Financing Party having substantially the same terms and conditions as this Agreement; provided that the Financing Party enters into a contract with a qualified third-party that meets the standards required by Section 24.6(c) in this Agreement, including without limitation, to operate and maintain the System . The foregoing shall be subject however, to any and all rights, provisions, requirements, and protections afforded to Purchaser under the U.S. Bankruptcy Code including but not limited to, the right to demand that the Financing Party or successor-in-interest of the rights of Seller under this Agreement, cure any and all defaults and provide assurance of future performance under this Agreement.

(v). In accordance with the terms of this Agreement, a Financing Party or its representatives or invitees or any receiver or other similar official appointed by the Financing Party may enter upon the premises of the System upon complying with the prior notice requirements, the safety and security conditions and access rules applicable to Seller in this Agreement and upon evidence of proper public liability and property insurance with Purchaser appearing as additionally insured, to inspect or remove any or all of the System to be performed by qualified and authorized contractors with corresponding government approvals; provided, however, the Financing Party shall promptly repair any damage caused by such removal and restore the System to their original condition, reasonable wear and tear excepted.

(g) It is the principal obligation of Seller to deliver to its Financing Party any notices of default received from Purchaser in accordance with this Agreement. Provided that Seller has provided Purchaser with accurate and up-to-date notice information for the Financing Party in writing, Purchaser will deliver to the Financing Party, (concurrently with delivery thereof to Seller), a copy of each notice of default given by Purchaser under this Agreement. Provided that the failure by Purchaser to provide such notice shall not constitute a breach of this Agreement.

(h) The Financing Party, upon receiving copy of a notice of default delivered to Seller, shall have right, but not the obligation, to cure the default within the same period granted to Seller under this Agreement.

(i) If another person or entity acquires legal or equitable title to or control of Seller's assets and cures, to the Purchaser's satisfaction, prior to the date of termination or as otherwise specified in this Section, all cured defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then Seller shall not be in default under this Agreement, and this Agreement shall continue in full force and effect.

(j) Purchaser acknowledges and agrees that Seller may change the Financing Party at any time, provided such change complies with the terms of this Agreement, and Purchaser will abide by such new contact information and payment directions provided it previously receives written notification therefore from Seller with accurate and up-to-date information on the new Financing Party and upon such new Financing Party respecting all of the terms of this Agreement and the proposed assignment and collateral assignment agreements entered by the original Financing Party.

Section 24.7 Savings Clause. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion. Any provision of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Section 24.8 Counterparts. This Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Section 24.9 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions consummated under this Agreement constitute a “forward contract” within the meaning of the Bankruptcy Code and that each Party is a “forward contract merchant” within the meaning of the Bankruptcy Code.

Section 24.10 Governing Law. The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State where the System is located, without regard to its principles on conflict of laws. The venue for any dispute arising out of or relating to this Agreement shall be in the California County in which the System is located.

Section 24.11 Removal of Liens. Purchaser will use its best efforts to ensure that no Liens of whatever type will be filed, lodged or attached to the System (other than those created by Seller or its creditors with respect to financing the System). Seller shall use its best efforts to ensure that no Liens of whatever type will be filed, lodged or attached to the Site in connection with Seller’s activities hereunder. If any Liens that are not allowed by this section are filed, lodged or attached to the Site, Seller will do all acts and things at such Party’s expense to remove such Liens, including bonding over such liens while any dispute is in progress. If any Liens that are not allowed by this section are filed, lodged or attached to the System, Purchaser will do all acts and things at such Party’s expense to remove such Liens, including bonding over such liens while any dispute is in progress. Seller shall be entitled to, and is hereby authorized to, file one or more precautionary Uniform Commercial Code financing statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the System in order to protect its rights in the System.

Section 24.12 Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm or corporation specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

Section 24.13 Cooperation with Financing. Purchaser acknowledges that Seller may be financing the System and Purchaser agrees that it shall reasonably cooperate with Seller and its financing parties in connection with such financing, including but not limited to (a) the furnishing of financial statements and other relevant information to the Seller, (b) the giving of certificates, (c) the consent to the collateral assignment or license of this Agreement, the License Agreement, and/or the System, for the benefit of any Financing Party, and (d) the consent to any Liens upon any of Seller’s interest in the Site or any easement or leasehold interest in the Site owned by the Seller, all as reasonably required by any Financing Party in order to effect the successful financing of the System.

Section 24.14 Service Contract. The Parties acknowledge and agree that, for accounting or tax purposes, this Agreement is not and shall not be construed as a lease and, pursuant to Section 7701(e)(3) of the Code, this Agreement is and shall be deemed to be a service contract with respect to the sale to the Purchaser of electric energy produced at an alternative energy facility.

Section 24.15 Attorneys' Fees. In the event that any court or arbitration proceeding is brought under or in connection with this Agreement, the prevailing party in such proceeding (whether at trial or on appeal) shall be entitled to recover from the other party all costs, expenses, and reasonable attorneys' fees incident to any such proceeding. The term "prevailing party" as used herein shall mean the party in whose favor the final judgment or award is entered in any such judicial or arbitration proceeding.

Section 24.16 Non-Waiver. The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Agreement or to provide written notice of any default to a defaulting Party, will not constitute a waiver of such rights or remedies. No Party will be deemed to have waived any right or remedy unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision contained herein.

Section 24.17 No Set-Off. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

Section 24.18 Survival. In addition to any provisions of this Agreement specified to survive in accordance with the terms thereof, the provisions of this Section and Sections 2.4, 2.5, 2.14, 3.2, 6.1, 8.1, 10.1, 11.1, 12.1 through 12.3, Article 19, 20.1 through 20.3, 21.1, 22, 24.10 and 24.15 shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first written above.

SELLER:

Blue Dragon Holdings I, LLC

By: _____
Name: Sandipan Bhanot
Its: Manager

PURCHASER:

South Tahoe Public Utility District

By: _____
Name: Kelly Sheehan, President

Attest:

Melonie Guttry, Clerk of the Board

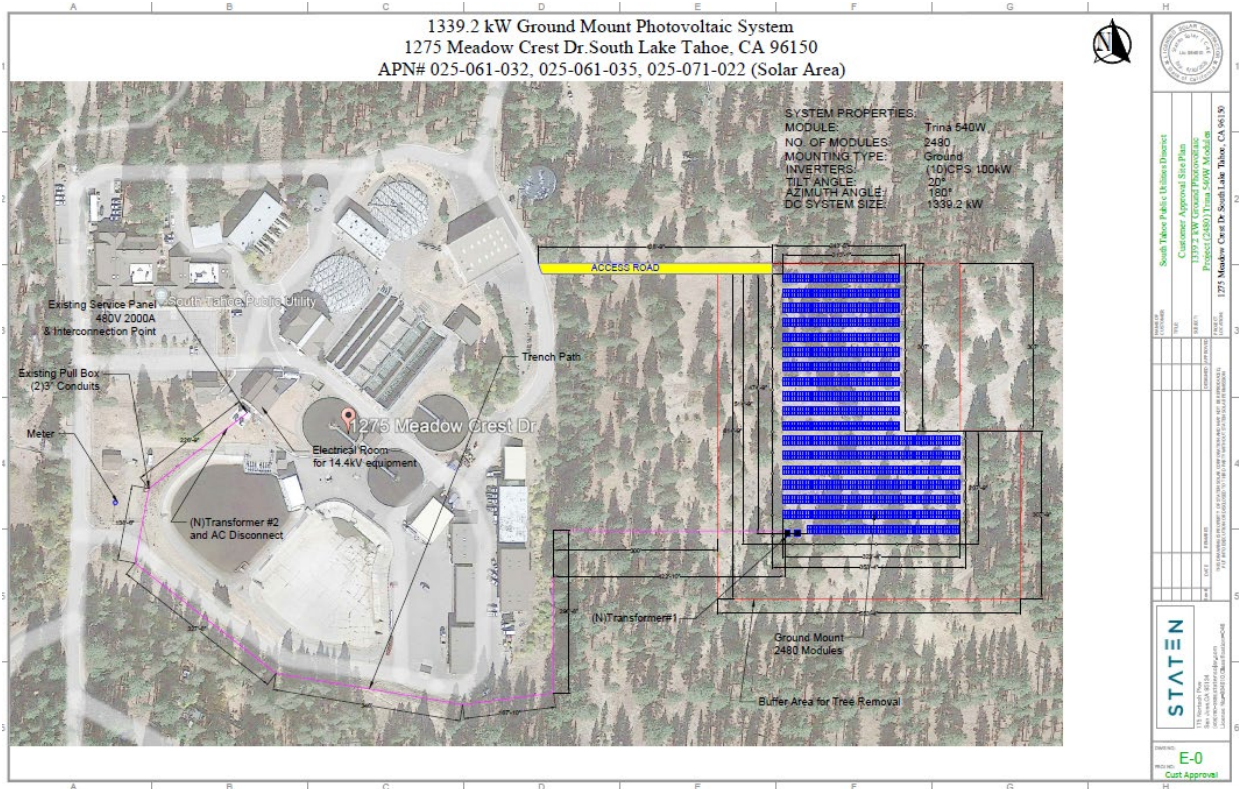
EXHIBIT A SYSTEM SPECIFICATIONS

Site Location: 1275 Meadow Crest Drive, South Lake Tahoe, CA 96150

System Size (Nameplate Capacity): 1,339.2 kW DC

Installation Type: Fixed Ground Mount

Site Layout and System Drawings: The System will include approximately 2,480 Tier 1 bifacial modules mounted roughly four (4) feet above ground surface. The array site will be situated at least 300 ft east of the eastern boundary of the main existing Wastewater Treatment Plant facilities, will be enclosed by a fence and occupy approximately 3.3 acres. Outside the fence, a 100-ft no tree buffer will be maintained on the south, west and east sides. The site will be accessed by a new access road from the northwest, installed as part of the System. The System will be designed to allow for the potential addition of battery storage at or near the point of interconnection in the future. Battery storage is not currently included in this Agreement. The indicative Site Layout is depicted below.



**EXHIBIT B
ENERGY RATES**

Pursuant to Section 2.2 the rates paid during the Term of this Agreement are as follows:

Energy Rate shall mean:

A starting rate of \$0.1265/kWh adjusted (with an annual escalation rate of 2.9%) on the first anniversary of the Commercial Operation Date, and each anniversary of such date thereafter over the Term, as set forth in the table below.

Year	Energy Rate in \$/kWh
1	\$0.1265
2	\$0.1302
3	\$0.1339
4	\$0.1378
5	\$0.1418
6	\$0.1459
7	\$0.1502
8	\$0.1545
9	\$0.1590
10	\$0.1636
11	\$0.1684
12	\$0.1732
13	\$0.1783
14	\$0.1834
15	\$0.1888
16	\$0.1942
17	\$0.1999
18	\$0.2057
19	\$0.2116
20	\$0.2178
21	\$0.2241
22	\$0.2306
23	\$0.2373
24	\$0.2441
25	\$0.2512
26	\$0.2585
27	\$0.2660
28	\$0.2737

EXHIBIT C
TERMINATION VALUE SCHEDULE

The Termination Value due in any year, at any point within such year, is set forth in the table below (the “Termination Value”) and includes the cost of removal of the System. Except for the first year, which begins on the Effective Date and ends one year after the Commercial Operation Date, each year represents one year from the prior year.

Year	Termination Value (in \$/Wdc)
Effective Date through year 1	4.322025
2	3.751259
3	3.377426
4	2.989943
5	2.550532
6	2.371724
7	2.338649
8	2.301543
9	2.297285
10	2.288036
11	2.273245
12	2.252313
13	2.224581
14	2.189330
15	2.145775
16	2.093055
17	2.030231
18	1.956279
19	1.870075
20	1.770397
21	1.655906
22	1.525143
23	1.376512
24	1.208273
25	1.018525
26	0.805193
27	0.566013
28	0.298515

EXHIBIT D
EXPECTED ANNUAL ENERGY OUTPUT

The Expected Annual Energy Output for each twelve (12) month period beginning on the Commercial Operation Date of the System and continuing thereafter during the Term, is reduced annually from the year before by one-half of one percent (0.5%), as set forth below:

Year	Expected Annual Energy Output (kwh)
1	1,925,050
2	1,915,425
3	1,905,848
4	1,896,318
5	1,886,837
6	1,877,403
7	1,868,016
8	1,858,676
9	1,849,382
10	1,840,135
11	1,830,935
12	1,821,780
13	1,812,671
14	1,803,608
15	1,794,590
16	1,785,617
17	1,776,689
18	1,767,805
19	1,758,966
20	1,750,171
21	1,741,420
22	1,732,713
23	1,724,050
24	1,715,429
25	1,706,852
26	1,698,318
27	1,689,826
28	1,681,377

Exhibit E
Guarantee Payment Calculation (Sample Calculation Provided)

[1] Sum of Annual Differential (>0): 100,000 kWh

Utility Rate Period:	OnWin	MidWin	OffWin	SumOn	SumOff
[2] Utility Rate (\$/kWh)	\$0.13372	\$0.12982	\$0.10911	\$0.14411	\$0.11537
PPA Rate	\$0.12650				
[3] Period Guarantee Pmt	\$51.64	\$193.95	-\$31.76	\$411.92	-\$102.53
[4] Total Guarantee Pmt	\$523.22				

Utility Rate Period:	OnWin	MidWin	OffWin	SumOn	SumOff
[5] Average Daylight Hours	1.21	9.84	0.31	9.95	3.92
[6] % of Season	11%	87%	3%	72%	28%
[7] % of Year	7%	58%	2%	23%	9%
Start Time	<i>5:01:00 PM</i>	<i>7:01:00 AM</i>	<i>10:01:00 PM</i>	<i>10:01:00 AM</i>	<i>10:01:00 PM</i>
End Time	<i>10:00:00 PM</i>	<i>5:00:00 PM</i>	<i>7:00:00 AM</i>	<i>10:00:00 PM</i>	<i>10:00:00 AM</i>
Start Day	<i>1-Oct</i>	<i>1-Oct</i>	<i>1-Oct</i>	<i>1-Jun</i>	<i>1-Jun</i>
End Day	<i>31-May</i>	<i>31-May</i>	<i>31-May</i>	<i>30-Sep</i>	<i>30-Sep</i>

General Note: In a typical True Up Period, only the entries in *[Italics]* will be adjusted. If either the Start/End Day or Start/End Time of the Utility Rate Periods change during middle of a 3-Year True Up Period, then this calculation will be performed for each unique tariff cycle, with the Sum of Annual Differential [1] split proportionally between cycles, and the Average Daylight Hours adjusted accordingly as described in [4] below.

[1] Calculated in accordance with Section 2.13 for 3-Year True Up Period.

[2] Weighted average consumption tariff (\$/kWh) for Utility Rate Period spanning the 3-Year True Up Period, as published on the Liberty Rate Brochure as "Total kWh (Usage) Charge" or CPUC-approved tariff.

[3] Period Guarantee Pmt = (Utility Rate - PPA Rate) * (Sum of Annual Differential) * (% of Year)

[4] Total Guarantee Pmt = Sum of Period Guarantee Pmt for all periods

[5] Derived from Sunrise/Sunset times for 2022 published by NOAA (<https://gml.noaa.gov/grad/solcalc/table.php?lat=38.922825&lon=-119.96812&year=2022>). This value must be modified if the Start/End Day or Time of the Utility Rate Period changes during the 3-Year True Up period. Then the Average Daylight Hours will need to be updated, using the Sunrise/Sunset times published by NOAA for the year the change occurs.

[6] % of Season = Average Daylight Hours / Sum of Average Daylight Hours for all periods

[7] % of Year = (% of Season) * Days in Season / 365

EXHIBIT F
SYSTEM TECHNICAL REQUIREMENTS AND SPECIFICATIONS

The following terms and conditions apply to Seller's construction and operation of the System, as applicable. To the extent of any conflict between the terms of this Exhibit F and the terms of the Agreement, the terms of the Agreement shall control.

1. Site Access

Seller shall conform to all Purchaser rules and requirements for accessing the Site, provided such rules and requirements have been communicated to Seller in writing. The Purchaser or the applicable Governmental Authority may reasonably regulate road usage, road closures, number of vehicles, access points, etc. Site visits shall be approved, and reasonable proper check-in requirements must be followed; provided that Seller has been given adequate prior written notice to comply with such requirements and that such requirements do not materially inhibit Seller's activities under the Agreement. Seller shall provide signage and/or electronic notification of possible operational impacts upon Purchaser request. Unless otherwise determined by Purchaser, 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 used by Seller.

2. Project Management - Construction of the System

2.1 PROJECT MANAGER

Seller shall assign a Project Manager from their firm upon execution of the Agreement and receipt of a Notice to Proceed. 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 Purchaser.

2.2 PROJECT SCHEDULE

A Project Schedule is to be prepared and submitted to the Purchaser within thirty (30) days after the Effective Date. The Purchaser will review and approve the Project Schedule, such approval not to be unreasonably withheld. Purchaser shall provide any objections to the Project Schedule within fifteen (15) days of receipt thereof. Purchaser shall be deemed to have accepted the Project Schedule if no written objections and reasonable bases therefor are not provided within such fifteen (15) day period. Updates shall be submitted every other week, though the Purchaser may allow less frequent updates at their discretion. The submittal shall be a Critical Path Method (CPM) schedule describing all Project activities including design, equipment procurement, construction, and commissioning. In particular, Seller shall include Purchaser review of submittals on the Critical Path. The schedule shall also reflect the requirement that construction activities must be coordinated to minimize impacts on normal operations at the Site, including ongoing construction activities.

Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the construction. 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 construction. The Project Schedule shall include a CPM network diagram of sufficient detail to show how Mandatory Milestones, defined below, 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 construction in a way that supports efficient and effective delivery of design and build services. The following Mandatory Milestones shall be reflected in the schedule and where applicable, represents the dates upon which each milestone is to be achieved under this Agreement. Seller shall use commercially reasonable efforts to achieve System construction in accordance with the Project Schedule. The Project Schedule initially provided by Seller shall incorporate the following anticipated milestones:

A. Mandatory Milestones

Mandatory Milestone	Date
50% schematic design submittal	30 days after Effective Date
90% schematic design submittal	90 days after Effective Date
100% schematic design	120 days after Effective Date
Approved construction documents	150 days after Effective Date
Notice to Proceed	210 days after Effective Date
Mobilization	300 days after Effective Date
Substantial completion	480 days after Effective Date
Final completion	540 days after Effective Date

2.3 SUBMITTALS

Seller shall use commercially reasonable efforts to provide the following submittals as part of the performance of the construction

A. Agreement Submittals

Submittal	Submittal Date
I. System Design	
a. System design documentation	At each design milestone set forth above in the “Mandatory Milestone” table
b. Testing plan	Prior to substantial completion of construction

c.	Power production modeling	Preliminary model at 50% schematic design submittal Update model at 90% schematic design submittal Final model at 100% schematic design submittal
II. Procurements and Construction		
a.	Safety plan	30 days before commencement of construction
b.	As-built documentation	After completion of Proving Period
III. Testing		
a.	Acceptance test results	After acceptance test
b.	Proving Period Report	After completion of the Proving Period
IV. Training		
a.	Training Materials	Before training described in section 5.4 below
b.	Monitoring Manual*	Before training described in section 5.4 below
c.	Operations & Maintenance Manual	Before training described in section 5.4 below

*May be provided through online access to monitoring software with training information included in the software.

2.4 SOLAR AND STORAGE INCENTIVES

Where applicable, Seller shall use commercially reasonable efforts to provide assistance to Purchaser in submitting applications for available RECs and Utility Rebates as detailed in Section 9.1 of the Agreement.

2.5 INTERCONNECTION

Seller shall be responsible for preparing, submitting, and procuring the interconnection application through the Utility. Seller shall accept responsibility for payment for Utility interconnection studies and/or project management that are anticipated and required. All anticipated utility work (e.g. transformer installation, additional wiring/conduits, meter addition) shall be the responsibility of the Seller. At project completion, Seller shall demonstrate that it has permission to operate with the Utility.

Seller and Purchaser must comply with all interconnection requirements. The System installed as part of this project will take advantage of Net Energy Metering (NEM). Seller shall be responsible for ensuring the System design and interconnection qualifies for NEM, as applicable, and Purchaser shall be responsible for maintaining its NEM arrangement with the applicable utility.

3. System Design

3.1 DESIGN REVIEW PROCESS/ PHASES

Purchaser will review and approve design documentation based on the requirements in Section 3.2 of this Exhibit F. Purchaser's review and approval shall not be unreasonably delayed, withheld, or conditioned. Purchaser may request additional documents as reasonably needed in connection with such review. Prior to the first design submission, the Seller and Purchaser shall agree upon precise organization and format of the design submittals. Purchaser will promptly 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 by Purchaser, which approval shall not be unreasonably withheld. Seller shall not begin construction until construction documents have been approved by Purchaser, which approval shall not be unreasonably withheld, and all required permits have been obtained. Purchaser will formally approve, in writing, each phase of the design. Seller shall not enter a subsequent design phase without the approval of Purchaser. All of Purchaser's review and approval activities shall be conducted at Purchaser's cost. To the full extent that Purchaser's review or approval of any documents or activities causes any delay to Seller's activities, Seller will be entitled to equitable relief for such delays.

Seller is responsible for providing designs approved by the appropriate professional engineers registered in the State of California as required by Applicable Law. Costs for engineering reviews and approvals required by Applicable Law shall be borne by the Seller. System designs must not conflict with any current Purchaser operations. To the extent that any objections or design requests by Purchaser require additional costs, unless such objections and requests relate to a failure of the design to comply with the requirements of this Agreement, the Seller shall not be obligated to take such requests into account unless the Parties agree to an increase of the Energy Rate to offset such additional costs.

3.2 DESIGN SUBMITTALS

3.2.1 Plan Set

Seller shall prepare a comprehensive submittal package for each phase of the construction that will be reviewed and approved by the Purchaser. Each such submittal is provided by Seller for informational purposes in relation to the System. Purchaser shall not use any such information for any purposes other than review in relation to the development of the System. At a minimum, each submittal package shall include the elements required to convey in sufficient detail the following for each phase of the design, as applicable:

- Site Layout Drawings, with existing equipment
- Site Civil Drawings, if any, including site fencing, grading, drainage, erosion and sediment control and re-vegetation plans as required by permits for any disturbances
- Underground Utilities

- Construction Specifications (trenching, mounting, etc.)
- Equipment Layout Drawings
- Electrical Single-Line and Three-Line Diagrams
- Module Stringing Diagrams
- Electric Wire and Conduit Schedule
- Electrical Warning Labels & Placards Plans
- Structural/Mechanical Drawings
- Geotechnical and/or Surveyor Drawings and Studies
- Manufacturer's Cut Sheets with Equipment Specifications
- Data Acquisition System (DAS) Specifications, Cut Sheets, and Data Specifications
- Civil/Structural calculations required by code for Permit approvals
- Electrical calculations/studies required by code for Permit approvals and to meet any Utility interconnection requirements.

Seller shall include reasonable time for Purchaser review and approval of submittals. Maximum Purchaser review time shall be ten (10) business days from the date of receipt of each submittal package during each phase of the design review.

3.2.2 Production Modeling

Production modeling of the PV systems shall be performed using HelioScope, System Advisor Model (SAM), PVSYST, or equivalent modeling software using TMY3 format 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 Purchaser may 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.

Seller shall avoid excessive shading on modules to the extent possible. Where shading losses are encountered, Seller shall perform a shading analysis justifying the basis for their design and explaining why shading does not create an adverse performance and/or economic impact.

3.3 PERMITS AND APPROVALS

Construction documents must be reviewed and approved by all applicable Governmental Authorities and the Utility. Seller shall be responsible for obtaining all approvals and shall account for permitting and inspection requirements in their system designs, project pricing, and schedule. Seller shall attend all site verification visits conducted by the applicable Utility or Governmental Authority, including any special inspections required by the applicable Utility or Governmental Authority for trenching, rebar, concrete, welding, and roof attachment work.

3.4 TECHNICAL REQUIREMENTS

3.4.1 General Considerations

All documentation and components furnished by Seller shall be developed, designed, and/or fabricated using Prudent Operating Practices. The installations shall comply with the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Utility Interconnection Requirements, California Building Standards Commission Codes, and all other Governmental Authority requirements.

3.4.2 Electrical Design Standards

The design, products, and installation shall comply with the following electrical industry standards, wherever applicable:

- National Electric Code (NEC)
- Illumination Engineering Society of North America (IESNA) Lighting Standards
- Institute of Electrical and Electronics Engineers (IEEE) Standards
- National Electrical Manufacturers Association (NEMA)
- Underwriters Laboratories, Inc. (UL)
- National Fire Protection Association (NFPA)
- California Public Utility Commission (CPUC) and Utility requirements
- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- International Code Council (ICC) Codes
- California Building Standards Commission (BSC) Codes
- Other Governmental Authority standards

3.4.3 Modules

In addition to the above, the PV modules proposed by Seller shall comply with the following:

- System modules shall be UL1703 listed and CEC listed.
- Modules shall be new, undamaged, fully warranted without defect.
- If PV modules using hazardous materials, including Per- and polyfluoroalkyl substances (PFAS), 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.
- Modules shall be bi-facial

3.4.4 Inverters

In addition to the above, inverters proposed by Seller must comply with the following:

- Inverters shall be suitable for grid interconnection and shall be compliant with all Utility interconnection requirements, including those requiring rapid shut-off capabilities.
- IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”.

- Inverters shall be listed to UL 1741 standards and tested for IEEE 1547 compliance.
- Inverters shall be CEC-listed with an efficiency of 95.5% or higher.
- Inverters must automatically reset and resume normal operation after a power limiting operation.
- 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 should be equipped with D.C. Ground fault protection to reduce fire hazards in grounded array configurations.
- Enclosures shall be rated NEMA 4 when the inverter is located outdoors. For outdoor installations in corrosive environments, NEMA 4X enclosures must be used.
- Inverter selection shall take into account anticipated noise levels produced and minimize interference with Purchaser activities.

3.4.5 Electrical Balance of System Components

- 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 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.

3.4.6 Mounting Systems

The mounting systems shall be designed and installed such that the PV modules are fixed with reliable components proven in similar project environments, and shall be designed to resist dead load, live load, corrosion, UV degradation, snow loads, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. 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:

- UL 2703, Standard for Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for Use with Flat-Plate Photovoltaic Modules and Panels]
- Ground array piles should comply with, American Society of Civil Engineers (ASCE): 7, Minimum Design Loads for Buildings and Other Structures as modified by CBSC and local Governmental Authority requirements for seismic, wind, snow loading and ad-freeze requirements.
- Wind pressures and shape factors shall be applied to PV Rack foundation design as specified in the Building Code.
- Snow loads shall take drifting into account across the modules by incorporating the tilt angle into the snow design, as well as the effects of snow drifting from the ground at the lower edge of the modules.

- 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 and to withstand significant snow loads.
- 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.
- Integrated electrical grounding systems, if any, will be identified during schematic design phase.
- Each PV module mounting system must be certified by the module manufacturer as (1) an acceptable mounting system that shall not void the module warranty, and (2) that it conforms to the module manufacturer's mounting parameters.
- For unframed modules, 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.
- Painting or other coatings must not interfere with the grounding and bonding of the array.
- PV modules, at their lowest point, shall be at least four feet above the ground, with a flexible variance of up to four (4) inches in areas of uneven terrain.

3.4.7 Corrosion Control

In addition to the above, Corrosion Control proposed by Seller must comply with the following requirements:

- Fasteners and hardware throughout system shall be stainless steel, galvanized steel, or material of equivalent corrosion resistance
- Racking components shall be aluminum, 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 site (e.g., snow, temperature extremes, winds, rain, flooding, etc.) to which they will be exposed.

3.4.8 [Reserved]

3.4.9 [Reserved]

3.4.10 Ancillary Equipment Enclosures

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

- Location: all ancillary equipment shall be located in a manner that minimizes its impact to normal Purchaser operations and minimizes the visual impacts to the site.

3.4.11 Placards and Signage

- Placards and signs shall correspond with requirements in the National Electric Code and the interconnecting utility in terms of appearance, wording, and placement.
- Permanent labels shall be affixed to all electrical enclosures, with nomenclature matching that found in As-Built Electrical Documents.
- Height clearance signage must be provided for structures with anticipated vehicle or human traffic underneath.

3.4.12 Infrastructure for Ground Mount Systems

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

- Fencing: the site shall be surrounded by a fence to prevent unauthorized personnel from gaining access the site. The fence shall be a seven (7) foot high chain link fence.
- 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 low voltage (120V) AC power to power maintenance equipment and miscellaneous equipment.
- Seller may install security cameras on site.
- Seller shall be responsible for ongoing weed mitigation of the site to reduce impacts of shading on modules and for fire risk mitigation.
- Seller will be responsible for constructing an access road to any ground mount system for maintenance and fire access purposes. The access road shall be passable for emergency and fire protection vehicles under all weather conditions. Seller shall be responsible for obtaining approvals from all applicable Governmental Authorities, including the Tahoe Regional Planning Agency, for construction of the access road. Seller's responsibilities include, but are not limited to, compliance with the Tahoe Regional Planning Agency's land coverage requirements.

3.4.13 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 3/4". 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. 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.
- All exposed conduit runs over 100-feet in length shall have expansion joints to allow for thermal expansion.
- Seller shall install and secure the exposed string cable homeruns along the beams or structure where any combiner box is installed.
- All exposed string wiring must be installed above the lower surface of the racking members.
- Acceptable wire loss in DC circuits is <1.5% and acceptable wire loss in AC circuits is <1.5% as well.
 - All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
 - All electrical connections and terminations shall be torqued according to manufacturer specifications and marked/sealed at appropriate torque point.

3.4.14 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.

3.4.15 [Reserved]

3.4.16 Monitoring System, DAS, and Reporting

Seller shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS), and enable the Purchaser to track the performance of the System 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 existing hardline, Wi-Fi network, or cellular data network at all locations. The means of data connection will be determined during design.

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

- Instantaneous AC system output (kW)
- The System production (kWh) over pre-defined intervals that may be user configured
- In-plane irradiance
- Ambient and cell temperature
- Wind Speed
- Inverter status flags and general system status information
- System availability

Environmental data (wind speed, temperatures and irradiance) shall be collected via an individual weather station installed at the 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 Purchaser for the life 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.

The Monitoring system shall enable Purchaser's staff to diagnose potential problems and perform remediating action. 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. At a minimum, Purchaser shall have the ability to compare irradiance to simultaneous power production measurements through linear regression analysis.

Additionally, Seller shall make available, at no additional cost, the following reports for a term of 5 years after the Commercial Operation Date of the System:

- Monthly Production report shall be available online to the Purchaser personnel.

A Monitoring manual shall be provided to the Purchaser in printed or on-line form that describes how to use the monitoring system, including the export of data and the creation of custom reports.

3.4.17 FAA Requirements

Seller shall be responsible to submit the appropriate FAA Form 7460-1, along with any other required forms and documentation, for the System 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 WARRANTIES

Seller shall obtain from its construction contractor a comprehensive two (2) year warranty on all system components against defects in materials and workmanship under normal application, installation, and use and service conditions.

Additionally, the following minimum warranties are required to be obtained from the equipment manufacturers, to the extent available:

- 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 (25) years of operation.
- Inverters: Inverters shall carry a minimum 10-year warranty.
- Meters: At minimum, meters shall have a five (5) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- Mounting system: Minimum 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 warranties must be documented and be fully transferable to the Purchaser, in the event Purchaser exercises its purchase option under Article XXIII of the Agreement.

All work performed by Seller must not render void, violate, or otherwise jeopardize the System components (to the extent such warranties have been provided to Seller in writing prior to the Effective Date of the Agreement).

4. Procurement/Construction

4.1 TREE REMOVAL.

Seller shall be responsible for permitting and removal of any trees or other vegetation located within the Site as necessary for design and installation of the System, subject to the approval of applicable governmental authorities.

4.2 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.

4.3 QUALITY CONTROL

To ensure safety and 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.

- Fully comply with all applicable notification, safety and work rules (including Purchaser safety standards that are communicated in writing to Seller) when working on or near Purchaser facilities. Seller to develop and provide a Safety Plan as part of the work.
- Provide Special Inspection for trenching, rebar, concrete, welding, and roof attachment work, according to Governmental Authority requirements.
- 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.

4.4 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.

The site shall be left clean and free of debris or dirt that has accumulated as a result of construction operations.

5. Testing and Commissioning

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

- Acceptance Testing
- Proving Period

A detailed testing plan covering each of the phases above shall be submitted and approved by the Purchaser 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 the 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 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.

After Seller conducts all acceptance testing based on the testing plan approved by the Purchaser prior to substantial completion, Seller shall submit within 72 hours, a detailed Acceptance test report to the Purchaser 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 PROVING PERIOD (15 DAYS)

Upon the Commercial Operation Date and completion of acceptance testing, and reasonable approval by the Purchaser, Seller shall monitor the System during a fifteen (15) day period (the “Proving Period”) and submit a report within 30 days after the Proving Period for Purchaser review and approval prior to final acceptance by the Purchaser. 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 the Proving Period:

- AC system output (kW)
- PV system production (kWh)
- In-plane irradiance
- Wind speed
- Ambient and cell temperature
- Inverter status flags and general system status information
- System availability
- Active weather data from site meteorological station

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 Purchaser for access throughout the Proving Period. Seller shall determine through analysis of data from the Proving Period

whether the 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 Purchaser or by or on behalf of the Seller, shall be correlated during this test to verify their accuracy in measuring system production.

All data monitoring and reports required in Section 3.5.16 shall be fully functional and available to the Purchaser at the commencement of the Proving Period. Data and reporting requirements are included in the testing scope of the Proving Period and deficiencies in these areas (including missing data, inaccurate reports, and other issues that make validation of system performance inconclusive) will be corrected.

If the System does not perform to design specifications, Seller shall perform diagnostic testing. Deficiencies shall be identified with proposed corrective actions submitted to Purchaser, and the Proving Period test repeated. Seller shall be responsible for providing the labor and equipment necessary to troubleshoot the system. A report (the "Proving Period Report") shall be submitted after the successful completion of this phase and submitted to Purchaser for review and approval. The report shall contain the following information; calculations shall be provided in Excel format with formulas visible to allow for peer review:

- System description
- Test period
- Test results
- Anomalies identified during test
- Corrective action performed
- Actual measured performance
- Calculations detailing expected performance under TMY conditions

5.3 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, provided in (2) hard copy sets and an electronic copy in both DWG and PDF format.
- Megger test results
- Module flash-test results with serial numbers
- Operations manuals provided by equipment manufacturers for major equipment including racking systems and inverters.
- Signed inspections cards from applicable Governmental Authorities and required Special Inspections
- Interconnection agreements and permission to operate

5.4 TRAINING

The Seller shall provide two (2) hours of on-site training for Purchaser personnel in all aspects of operation, routine maintenance, and safety of the System, DAS, and monitoring solution. At a minimum, training topics shall include the following:

- The System safety, including shut-down procedures
- PV module maintenance and troubleshooting
- Inverter overview and maintenance procedures
- Calibration and adjustment procedures for the inverters
- DAS and monitoring solution, including standard and custom reporting

The on-site portion of the training program shall be scheduled to take place at the jobsite at a time agreeable to both the Purchaser and Seller.

6. Operations and Maintenance

Seller is responsible for performing the operations and maintenance of the System in accordance with Prudent Operating Practices and as set forth in Section 2.9 of the Agreement.

6.1 PREVENTIVE MAINTENANCE.

Preventive Maintenance shall be performed by Seller at least annually and include:

- System testing (voltage/amperage) at inverter and string levels as manufacturer recommendations.
- System visual inspection to include but not be limited to the list below. All discovered issues should be resolved as needed.
- 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).
- 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.
- Inspect alignment of arrays and racking to identify settling foundations or loose

attachments.

- Inspect operation of tracking hinges, pivots, motors and actuators if present.
- 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, at a frequency to be determined by the ongoing monitoring of the system such that effect on production is no more than 5%.
- DAS maintenance including sensor calibration and data integrity check.

In addition to the above Seller maintenance responsibilities, Seller shall provide Purchaser 24/7 access to the DAS irradiance sensor to enable Purchaser to clean the sensor at such times as determined by Purchaser.

6.2 TROUBLESHOOTING, INSPECTION AND ADDITIONAL REPAIRS

- Dispatch of field service resources within two business days of notification (via automated or manual means) for repairs as necessary to maintain System performance.
- Commercially reasonable efforts to restore the system to fully operational status in a reasonable period of time after Notice.
- Major system repairs as necessary, not to include mid-voltage switchgear or transformers.

6.3 CUSTOMER SERVICE SUPPORT

- Support telephone line made available to Purchaser staff to report functional and emergency issues.
- Support line shall be staffed during operational hours from 8 am – 6 pm California Standard Time. During times outside of this operational period, an urgent call shall be able to be routed to a supervisor for immediate action.

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).
- 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.
- Maintain manufacturer warranties and communicate with equipment manufacturers to resolve equipment issues where manufacturer warranties are available.

6.5 OTHER SYSTEM SERVICES

- O&M Manuals – Seller shall provide three (3) copies of the O&M Manuals required by section 2.3 of this Exhibit F, pursuant to the requirements of such section. Updated editions of O&M Manuals shall be sent electronically to the Purchaser as they become available.
- Upon request by Purchaser, Seller shall provide reasonable reports of maintenance calls and maintenance activities, in a form provided by Seller's O&M provider in the ordinary course of business.