REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO					CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A			
TO: FROM (ORIGINAL Environmental Environment			INATING DEPARTMENT): DATE: Services 10/12/2015					
SUBJECT: Solar Power & Services Agreement for City Sites								
PRIMARY CONTACT (NAME, PHONE): SECONDARY CONTACT (NAME, PHONE):								
Lorie Cosio Azar,858			L).		Dave Weil, 85	`	112, 1 1	iiONL).
Lorie Cosio Azar,838	027-35			OD ACCOL	UNTING PURP			
FUND		COMP	LEIEF	OR ACCO	UNTING PURP	USES	$\overline{}$	
FUNCTIONAL AREA							+	
COST CENTER							+	
GENERAL LEDGER							_	
ACCT								
WBS OR INTERNAL								
ORDER								
CAPITAL PROJECT No.								
AMOUNT	0.00		0.00		0.00	0.00	0.00	
FUND							\bot	
FUNCTIONAL AREA			-				+	
COST CENTER			-				_	
GENERAL LEDGER ACCT								
WBS OR INTERNAL							+	
ORDER								
CAPITAL PROJECT No.			<u> </u>				_	
AMOUNT	0.00		0.00		0.00	0.00	0.00	1
COST SUMMARY (I	COST SUMMARY (IF APPLICABLE): Beginning in Fiscal Year 2017, it is anticipated that the annual cost for							
the electricity purchase						1		
7 1					APPROVALS			
				ı	ROVING	APPROVAL		DATE
CONTRIBUTO	RS/RE	VIEWERS			HORITY	SIGNATURE		SIGNED
Equal Opportunity		VIE WERS	•	ORIG DEPT.				10/12/2015
Contracting				OKIG DE	11.	Greenhargh, Darre	.11	10/12/2013
				CFO				
Comptroller					CHIEF	C D		10/12/2015
Financial Management	t			DEPUTY	CHIEF	Gomez, Paz		10/13/2015
Environmental				COO				
Analysis								
Liaison Office				CITY AT	ΓORNEY	Ortlieb, Fritz		10/12/2015
				COUNCII	L			
				PRESIDE	NTS OFFICE			
PREPARATION OF:		RESOLU	TIONS	ORDI	NANCE(S)	AGREEMENT(S	$\overline{)}$	DEED(S)
1. Authorize the Mayo	r or his	designee t	o execu	te a Solar P	ower & Services	Agreement with Si	ınEdi	son
Government Solutions, LLC to own, operate and maintain solar power generation systems for a period of 20 years								
at the 25 City sites idea								
systems.				- Parelle		,	50	
2. Authorize the Chief	Financ	ial Officer	to expe	nd funds in	an amount not t	o exceed \$1.5 millio	n anr	nually over a

the adoption of the Fiscal Year 201	20 year period from the applicable energy budgets for the purpose of executing this agreement, contingent upon the adoption of the Fiscal Year 2017's and applicable years' Annual Appropriation Ordinance and contingent			
1 *	rst furnishing one or more certificates certifying that funds necessary for			
expenditure are, or will be, on depo	osit with the City Treasurer.			
STAFF RECOMMENDATIONS:				
Approve the Requested Action.				
SPECIAL CONDITIONS (REFER	R TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)			
COUNCIL DISTRICT(S):	COUNCIL DISTRICT(S): Citywide			
COMMUNITY AREA(S):	Citywide			
ENVIRONMENTAL IMPACT:	Statutorily exempt from CEQA pursuant to Public Resources Code			
	21080.35.A NORA was issued on July 7. 2015 and no appeals were filed.			
CITY CLERK This item is subject to Charter Section 99 requirements (10 day public				
INSTRUCTIONS: noticing and 6 votes required.)				
	Please mail a signed copy of the ordinance to Lorie Cosio-Azar at MS 1103A.			

COUNCIL ACTION EXECUTIVE SUMMARY SHEET

CITY OF SAN DIEGO

DATE: 10/12/2015

ORIGINATING DEPARTMENT: Environmental Services SUBJECT: Solar Power & Services Agreement for City Sites

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Lorie Cosio Azar/858 627-3352

DESCRIPTIVE SUMMARY OF ITEM:

The Environmental Services Department is proposing to install solar photovoltaic energy generation systems at 25 Citysites, which consists of 9 building rooftop and 19 parking canopy type systems. All of the systems will be installed, owned and operated through a third party Solar Power & Services Agreement with SunEdison Government Solutions, LLC. Completion of this project will result in significant annual energy cost savings for the City. A planned second phase of solar installations will include an additional 40 sites.

STAFF RECOMMENDATION:

Approve the Requested Action.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

As a recognized leader in the use of renewable energy to support municipal facility operations, the Cityof San Diego continues to seek opportunities to expand its solar energy portfolio. In addition to the climate change and greenhouse gas reduction benefits, offsetting local grid supplied electricity with clean, renewable solar energy will significantly reduce City energy costs and directly supports the goals of the City's proposed Climate Action Plan.

To identify the solar potential of Citysites, the City included a "Facility Solar Assessment" element in the FY2014/15 Facility Condition Assessment program. As a result of this process, approximately 65 City sites, which includes 63 building rooftop and 49 parking canopy type systems, were identified as being good candidates for the installation of solar photovoltaic systems. When completed, it is estimated that the 65 sites will support more than 8 megawatts of clean renewable solar energy.

In investigating options for procuring the solar generation systems to supply power to the sites identified during the assessment, it was determined that the most cost effective and timely option was using a third party funded Solar Power & Services Agreement similar to the "Renewable Energy Aggregated Procurement" (REAP) Program's contract that was entered into by the "School Project for Utility Rate Reduction (SPURR) Joint Powers Authority (JPA)." The City's Purchasing Agent has certified that using a cooperative agreement to contract with SunEdison through the SPURR JPA REAP program is in the City's best interests, is to the City's economic advantage, and the contract was competitively awarded using a process that complies with the City's policies, rules and regulations.

Under the terms of the proposed Solar Power & Services Agreement, SunEdison, Government Solutions, LLC will own, install, operate and maintain the solar photovoltaic systems for the 20 year term of the Agreement. The City in turn will purchase the solar energy generated by the

SunEdison systems to offset energy that would have otherwise been procured from SDG&E. Should the Citydetermine at a future date that it would be in the City's best interest to purchase the systems, there are buyout options in the Agreement. At the end of the initial 20 year term the City will have the option to renew the agreement, purchase the systems outright or have them removed at SunEdison's expense.

In working with SunEdison through the REAP Program, 25 of the largest or highest use sites, which consists of 9 building rooftop and 19 parking canopy systems, were selected and included in this requested action. Some sites have a combination of both rooftop and canopy installations. When all 25 Citysites are completed, they will provide about 6 megawatts of solar energy. The remaining 40 sites not included in this project will be brought forward for approval in a planned second phase. The following is the list of sites included in this Agreement:

Carmel Valley Recreation Center Rooftop & Parking Lot

Central Division Police Station Parking Garage Parking Lot

Central Ops Yard Employee Parking Lot

Chollas Yard Employee Parking Lot

CityConcourse (CAB, COB) Rooftop

Eastern Division Police Station Parking Lot

Environmental Services Miramar Ops Center Employee Parking Lot

Fire Repair Facility Rooftop

Fleet/Police Vehicle Maintenance Facility Rooftop

Inspiration Point Parking Lot (Balboa Park)

Malcolm X Library Parking Lot

Mission Trails Regional Nature & Visitor Center Parking Lot

Mission Valley Library Parking Lot

Mountain View Community Center Rooftop

Northern Division Police Station Rooftop & Parking Lot

Park de la Cruz Recreation Center Rooftop & Parking Lot

Point Loma Library Rooftop

Police Headquarters Parking Lot

Police Traffic Division Parking Lot

Rancho Bernardo Senior Center Parking Lot

Rose Canyon Employee Parking Lot

Serra Mesa / Kearny Mesa Library Parking Lot

Southern Division Police Station Rooftop

Tierrasanta Community Pool Parking Lot

Western Division Police Station Parking Lot

CITY STRTEGIC PLAN GOALS(S)/OBJECTIVE(S):

Goal #3: Create and sustain a resilient and economically prosperous City.

Objective #1: Create dynamic neighborhoods that incorporate mobility, connectivity and sustainability.

Objective #2 Prepare and respond to climate change.

FISCAL CONSIDERATIONS:

There is no capital cost to the City of San Diego for the installation of the solar photovoltaic generation systems at the identified City facilities. The estimated cost for procuring the electricity from SDG&E over the 20 year term of this agreement for the 25 Citysites is estimated to be about \$48 million based on the current rate of escalation for electricity, while the estimated cost for an equivalent amount of electricity under this solar agreement is \$26 million. Based on this the total energy savings for the 20 year term will be approximately \$22 million, with savings beginning to accrue in Fiscal Year 2017 as each site is completed and brought on-line. In Fiscal Year 2018, the anticipated first full year of operation, the annual savings are expected to be about \$500,000, increasing to more than \$1.7 million by the end of the 20 year term. Should the City decide to either purchase the systems or renew the agreement at the end of 20 years, then greater savings would be realized.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No.18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

This project was presented to the CityCouncil at the June 10, 2015 "Adoption of the Fiscal Year 2016 budget hearing" for the Environmental Services Department.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project was presented as an informational item to both the Community Planners Committee at their July 28, 2015 meeting and the Balboa Park Committee at their October 1, 2015 meeting. Additional presentations to appropriate stakeholders will follow once more detailed designs are available.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Stakeholders for this project include the City Departments that will realize the savings from the reduced energy costs. Additionally, all City residents are stakeholders as they will receive the benefits derived from having additional clean renewable energy supplying City facilities, as well as the savings generated from the reduced annual energy costs, which in turn can be used to support Cityservices.

<u>Greenhalgh, Darren</u> Originating Department

Gomez, Paz Deputy Chief/Chief Operating Officer

Phase	Facility Description	Address	Council District
1	Carmel Valley Rec. Center Rooftop & Parking Lot	3777 Townsgate Dr	1
1	Central Division Police Station Parking Garage Parking lot 2501 Imperial Av		8
1	Central Ops Yard Employee Parking Lot	1970 B St	3
1	Chollas Yard Employee Parking Lot	5851 College Grove	4
1	City Concourse (CAB, COB) Rooftop	202 C St	3
1	Eastern Division Police Station Parking Lot	9225 Aero Dr	7
1	ESD Miramar Ops Center Employee Parking Lot	8353 Miramar Place	1
1	Fire Repair Facility Rooftop	3870 Kearny Villa Rd	6
1	Fleet/Police Vehicle Maintenance Facility Rooftop	3940 Federal Boulevard	9
1	Inspiration Point Parking Lot (Balboa Park)	Park Blvd.	3
1	Malcolm X Library Parking Lot	5148 Market St	4
1	Mission Trails Regional Nature & Visitor Center Parking Lot	One Father Junipero Serra Trail	7
1	Mission Valley Library Parking Lot	2123 Fenton Py	7
1	Mountain View Community Center Rooftop	641 S. Boundary St	4
1	Northern Division Police Station Rooftop & Parking Lot	4275 Eastgate Mall	1
1	Park de la Cruz Recreation Center Rooftop & Parking Lot	3901 Landis St.	9
1	Point Loma Library Rooftop	3701 Voltaire St	2
1	Police Headquarters Parking Lot	1401 Broadway	3
1	Police Traffic Division Parking Lot	9265 Aero Dr	7
1	Rancho Bernardo Senior Center Parking Lot	18402 W. Bernardo Dr	5
1	Rose Canyon Employee Parking Lot	3775 Morena Bl	2
1	Serra Mesa / Kearny Mesa Library Parking Lot	9005 Aero Dr	7
1	Southern Division Police Station Rooftop	1120 27th St	8
1	Tierrasanta Community Pool Parking Lot	11238 Clairemont Mesa Bl	7
1	Western Division Police Station Parking Lot	5215 Gaines St	6
2	Allied Gardens Pool	6707 Glenroy St	7
2	Allied Gardens Recreation Center	5155 Greenbrier Rd	7
2	Blockhouse, Radio, Cowles Mountain (800 MHZ)	6902 Barker Wy.	7
2	Carmel Mountain Ranch Library	12095 World Trade Dr	5

2	City Heights Performance Annex	3795 Fairmont Av	3
2	City Heights Youth & Community Center	3660 Fairmount Av	3
2	City Hts. (Urban Village) Recreation Ctr, Pool & Comf Sta.	4380 Landis St	3
2	Clairemont Pool	3605 Clairemont Dr	6
2	Colina Del Sol Pool	4100 54th St	7
2	College Rolando Library	6600 Montezuma Rd	9
2	Colonel Irving Salomon San Ysidro Community Activity Center	179 Diza Rd	8
2	Engineering Field Divison Parking Lot	9485 Aero Dr	7
2	ESD Ridgehaven (south parking lot)	9601 Ridgehaven Court	6
2	Fire Department Communications Center	3750 Kearny Villa Rd	6
2	Fire Station #10	4605 62nd St	9
2	Fleet Miramar Ops Garage	8353 Miramar Place	1
2	Florence Riford / La Jolla Library	7555 Draper Av	1
2	Kearns Municipal Pool	2229 Morley Field Dr	3
2	Library, Earl & Birdie Taylor (Pacific Beach)	4275 Cass St	2
2	Linda Vista Library	2160 Ulric St	6
2	Logan Heights Library	567 S. 28th St	8
2	Martin Luther King Recreation Center	6401 Skyline Dr	4
2	Memorial Recreation Center	2902 Marcy Av	8
2	Mid City Division Police Station	4310 Landis St	3
2	Montgomery-Waller Recreation Center	3020 Coronado Av	8
2	Northeastern Divison Police Station	13396 Salmon River Rd	1
2	North UTC Library	8820 Judicial Dr	1
2	North UTC Recreation Center (Nobel)	8810 Judicial Dr	1
2	Northwestern Division Police Station	12610 El Camino Real	1
2	Ocean Air Recreation Center	4770 Fairport Wy	1
2	Otay Mesa Library	3003 Coronado Av	8
2	Paradise Hills Recreation Center	6610 Potomac St	4
2	Rancho Bernardo Library	17110 Bernardo Center Dr	5
2	Rancho Bernardo Recreation Center	18448 West Bernardo Dr	5
2	San Diego Public Library	333 Park Blvd.	3

2	Southwestern Division Police Station	7222 Skyline Dr	4
2	Storm Pump Station # D	3992 Rosecrans St	2
2	Swanson-Standley Pool	3585 Governor Dr	1
2	Veteran's War Memorial	3325 Zoo Dr	3
2	Vista Terrace Pool	301 Athey Av	8

ORDINANCE NUMBER O	(NEW SERIES)
DATE OF FINAL PASSAGE	

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH SUNEDISON GOVERNMENT SOLUTIONS LLC TO OWN, OPERATE AND MAINTAIN SOLAR POWER GENERATION SYSTEMS FOR A PERIOD OF 20 YEARS AT SPECIFIED CITY FACILITY SITES AND TO PURCHASE ELECTRICITY FROM THE SOLAR POWER GENERATION SYSTEMS.

WHEREAS, San Diego Municipal Code section 22.3208 authorizes the City of San Diego (City) to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests and complies with the City's policies, rules, and regulations; and

WHEREAS The Schools Project for Utility Rate Reduction (SPURR), a California Joint Powers Agency, issued a request for proposals for the installation of solar photovoltaic generating facilities on schools and other public facilities at various locations throughout California; and

WHEREAS, on December 5, 2014, based on the results of a competitive process that the City's Purchasing Agent has certified to conform with the City's own regulations, SPURR awarded and executed the Renewable Energy Aggregated Procurement Program Master Confirmation (REAP Master Confirmation) with SunEdison Government Solutions LLC (SunEdison); and

WHEREAS, The REAP Master Confirmation power purchase agreement with SunEdison is intended to provide transparent, pre-proposed and negotiated pricing and terms for solar projects and to be available for joint and cooperative use by other public agencies in California; and

WHEREAS, The City desires to have solar photovoltaic electric generating systems developed at twenty five City Sites on the basis of a power purchase agreement rather than City ownership of the solar generating systems; and

WHEREAS, the City of San Diego and SunEdison Government Solutions, LLC each wish to enter into a SPURR Master Confirmation Solar Power & Services Agreement for Sun Edison to finance, own, operate, and maintain solar photovoltaic systems at twenty five City Sites, and for the City to purchase the electricity generated by these systems from SunEdison for a twenty year term; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor or his designee are hereby authorized to execute a SPURR Master Confirmation Solar Power & Services Agreement with SunEdison Government Solutions, LLC for that company to own, install, operate and maintain solar photovoltaic electric generating systems at twenty five City Sites for a period of twenty years, and for the City to purchase the electricity from the solar power generating systems, on terms and conditions provided in the Agreement on file in the Office of the City Clerk as Document No. OO_______, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this Agreement.

Section 2. That subject to Section 3 the Chief Financial Officer is authorized to expend funds required to be paid under the Solar Power and Services Agreement for electricity and environmental attributes furnished by SunEdison Government Solutions at each of the twenty five discrete City Sites, and more particularly in accordance with the Special Conditions applicable to each discrete City Site.

Section 3. That subject to the conditions of this Section, the amounts authorized to be paid by Section 2 shall be construed to be reauthorized annually each fiscal year for a period of twenty years from the effective date of the Solar Power and Services Agreement; those conditions being that the payments shall be paid from the applicable annual City departmental energy budgets for each City Site for a total amount not exceed \$1.5 million annually; shall be contingent upon the adoption of the Fiscal Year 2017 Annual Appropriation Ordinance and the Annual Appropriation Ordinance for each fiscal year thereafter; and shall be contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit in the City Treasury.

Section 4. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, from the annual appropriation for any one City Site facility to any other City Site facility under the Agreement, or to the appropriate reserves.

Section 5. That a full reading of this ordinance is dispensed with prior to its passage, a written or printed copy having been made available to the City Council and the public prior to the day of its final passage.

Section 6. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

and a	fter its final passage.	
APP	ROVED: JAN I. GOLDSMITH, C	City Attorney
Ву	Endodo M. Owlish	
	Frederick M. Ortlieb Deputy City Attorney	
FM0	0:mt 2/2015	
Doc.	No. 1104515 ept:DSD	
	eby certify that the foregoing Ordin Diego, at this meeting of	nance was passed by the Council of the City of
		ELIZABETH S. MALAND City Clerk
		By Deputy City Clerk
Appr	oved: (date)	KEVIN L. FAULCONER, Mayor
Veto	ed:	WENNY EATH CONED
	(date)	KEVIN L. FAULCONER,

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

October 1, 2015

SUBJECT: Solar Power & Services Agreement for City Sites

GENERAL CONTRACT INFORMATION

Recommended Contractor: SunEdison Government Solutions, LLC (Not Certified, M – Cauc.)

Amount of this Action: \$30,000,000.00 (Not-to-Exceed)

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

SunEdison Government Solutions, LLC submitted a Work Force Report for their San Mateo County employees dated September 29, 2015 indicating 521 employees in their Administrative Work Force.

The Work Force Report Analysis indicates under representations in the following categories:

Latino, Asian, Filipino, and Female in Mgmt & Financial Latino, Asian, Filipino, and Female in Professional Asian, Filipino, and Female in A&E, Science, Computer Black, Asian, Filipino, and Female in Technical Latino, Asian, Filipino, and Female in Sales Latino, Asian and Female in Administrative Support Latino in Operative Workers

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of October 1, 2015. Staffwill continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

Coop Agreement: OHSUSA:762999179.1

Funds to be expended in an amount not to exceed \$1.5 million annually over a 20 year period.

CS

City of San Diego **Human Resources Department**



Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Environmental Services Department Requesting Department: Vendor Name: To Be Determined (TBD) MAY 2 0 2015 Purchase Requisition #: To Be Determined (TBD) **Department Contact:** Lorie Cosio-Azar **Date of Request:** 5/13/15 **Contract Amount:** \$ 10,000,000.00

NOTE: Please provide a brief description of the activity/services requested and what contract work the contract would be doing. In addition, please be specific as to the location for the services.

Please submit request to HumanResources@sandiego.gov or MS 56L				
<u>Question</u>	Department Response			
What is the contract for?	Project is a Power Purchase Agreement (PPA) that would allow a solar power service provider (Provider) to design, permit, install, own, operate, and maintain Solar Photovoltaic (PV) Generating Systems at up to 120 existing and previously developed City facilities such as police, fire, parks and recreation, library, and other buildings in order to sell the renewable energy produced to the City at an agreed upon rate that is competitive with rates offered by San Diego Gas and Electric (SDG&E). A minimum 20 year agreement.			
Are City employees currently performing any of the work?	No			
Will any City employees be displaced as a result of this contract/bid?	No .			

	N/A, this is a new contract.
If Alain in a	
If this is a renewal of an	
existing	
contract, how long have these	
services been contracted out?	1
contracted out?	
	No, this is a services contract.
ls this a Public	
Works Contract?	
(construction, reconstruction	
or repair of City	
buildings, street or other	
facilities)	
	No
Is this a Tenant	
Improvement?	
Was another	ATTACH FILE
department contacted to	Communication has been made with the General Services Facilities Division staff about the
determine if they	initial scope at various meetings. They have had input to date and will continue to provide input as the contract is implemented, and contractor begins the design and layout for City
can or do perform this	facilities to be retrofitted with solar installations. Due to the technology, City staff cannot do this work.
service (i.e.	
Streets, Facilities, etc.)?	
If so, please	
attach communication.	

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY Based on the Department's representation, this contract is	✓ APPROVED
from a labor relations perspective.	5-22-15
Human Resources Department Liaison	Date



SPURR'S RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM MASTER CONFIRMATION

This SPURR REAP Master Confirmation (this "RMC"), is made as of <u>December 5, 2014</u> (the "Effective Date"), by and between the School Project for Utility Rate Reduction ("SPURR") and <u>SunEdison LLC</u> ("Vendor").

BACKGROUND

- A. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
- B. Pursuant to Resolution No. 14-01, approved and adopted by SPURR's Board of Directors on March 26, 2014, SPURR staff is duly authorized to create and operate one or more aggregated solar procurement programs, herein referred to collectively as the Renewable Energy Aggregated Procurement Program ("REAP Program").
- C. SPURR's REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, pre-negotiated solar project pricing and terms for SPURR members and for eligible non-members who chose to participate in this program ("Participants").
- D. On <u>September 18, 2014</u>, SPURR issued a Request for Proposals for the REAP Program (the "RFP"). The RFP specified that the pricing and terms of any award made pursuant to the RFP would be made available to Participants.
- E. SPURR invited qualified vendors to submitqualifications, pricing, terms, and designs for illustrative sample solar projects located in four distinct geographic regions across California. SPURR advertised the RFP by publication and by distributing the RFP to more than 35 prospective solar vendors and consultants.
- F. A full description of each sample solar project, including a detailed list of project includes, excludes, specifications, and assumptions, was provided to participating vendors in the RFP. The RFP and all related documents are available upon request from SPURR.
- G. SPURR received multiple responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
 - Pricing and Proposed Terms: 45%
 - Company Profile and Financial Strength: 15%
 - Company Background, Experience, and References: 20%
 - Project Design and Project Approach: 20%
 - TOTAL: 100%
- H. SPURR selected Vendor for an award under the RFP. Additional information regarding Vendor is set forth in <u>Appendix A</u> to this RMC. The pricing and terms proposed by Vendor, as described in this RMC, will be made available to Participants.
- I. The pricing and terms offered by Vendor, as defined in this RMC, can be adopted and implemented by Participants to meet their individual needs. Participants will benefit from the RFP and this RMC in the following ways:
 - Streamlined and transparent competitive bidding process for projects.
 - Minimized administrative strain associated with project procurement.



- Competitively procured project costs and terms and conditions of service.
- Access to firm pricing for projects, so that estimated returns on investment can be more accurately computed.
- J. The parties are entering into this RMC to evidence the terms and conditions of the award to Vendor.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this RMC to Vendor under the RFP at the prices and terms ("Vendor Offer") listed in <u>Appendix B</u>. Vendor accepts the award and confirms Vendor's acceptance of all terms and conditions of the RFP, which are incorporated by this reference.

Vendor Offer will be available to any Participant through <u>December 31, 2016</u> (the "Vendor Offer Deadline"), pursuant to the REAP Participant Action process described below in this RMC. SPURR and Vendor may mutually agree to extend the Vendor Offer Deadline for an additional period of up to two years.

The pricing and terms described in Vendor Offer are considered firm and may only be adjusted if Vendor can satisfactorily demonstrate that a Participant's prospective project differs significantly from the detailed list of project includes, excludes, assumptions, and specifications detailed in the RFP and listed in Appendix C.

2. PARTICIPATION IN REAP PROGRAM

Any California public school district, county office of education, or community college district is eligible to become a Participant.

An eligible entity who adopts the REAP Program RFP as their own competitive process for a solar project, or references the REAP Program as the basis for their selection of Vendor to complete a solar project, will be deemed a Participant by SPURR and Vendor.

The action of the Participant's governing board or administrative staff adopting or referencing the REAP Program will be called a "REAP Participant Action." Any solar project that results from a REAP Participant Action will be called a "Project."

The REAP Participant Action provides Participant right, but not the obligation, to use the Vendor Offer included in this RMC to complete a Project Each Participant will determine the scope and delivery terms of a Project to suit Participant's needs. Each Participant is responsible for entering into necessary agreements with Vendor to execute a Project.

3. PROGRAM PROMOTION

Vendor will use commercially reasonable efforts to conduct marketing, educational, and sales efforts to promote the REAP Program and Vendor Offer secured through the RFP and under this RMC ("Vendor Marketing"). Vendor will provide regular updates, at least monthly, to SPURR regarding Vendor Marketing, including a list of prospective Participants with contact information.

At all times, Vendor will conduct Vendor Marketing in conformance with all applicable laws and industry professional standards. Vendor will not encourage or induce an eligible entity to procure a Project outside of the REAP RFP Program.



SPURR will use commercially reasonable efforts to support Vendor Marketing. SPURR will promptly provide electronic copies of REAP Program documentation to any eligible entity upon request.

4. VENDOR OBLIGATION TO PROVIDE DOCUMENTATION

Vendor will notify SPURR of each REAP Participant Action within five (5) business days after Vendor learns of such REAP Participant Action, and will promptly provide SPURR with electronic copies of the adopted REAP Participant Action and any related Project documents.

Vendor will present to SPURR and to Participant a detailed documentation and justification for price adjustments, if any, from the Vendor Offer.

At the request of a Participant, SPURR will review Vendor's term sheet and/or contract for conformity with this RMC.

Vendor will provide SPURR with electronic copies of each executed Project Agreement (defined below) and related schedules or addenda within five (5) business days after execution of a Project Agreement.

5. LIMITED PURPOSE OF RFP AND RMC

The RFP was conducted for the limited purposes specified in the RFP and in this RMC. While the REAP Program is intended to simplify the procurement process for Participants, each Participant will determine for itself whether participation in the REAP Program satisfies procurement rules applicable to that Participant.

Nothing in the RFP or this RMC may be construed as SPURR's provision of legal, engineering, financial, or technical advice to Vendor, eligible entities, or Participants. Nothing in the RFP or this RMC may be construed as a recommendation to Vendor, eligible entities, or Participants of any particular Project size, scope or delivery date. If any eligible entity or Participant wishes to engage SPURR to provide such recommendations, that work must be the subject of a separate agreement between the eligible entity or Participant and SPURR.

SPURR will not (a) provide any warranties regarding Projectsor performance by Vendor, (b) represent Vendor in the resolution of disputes with Participants, or (c) guarantee payment by Participants.

6. ADMINISTRATIVE FEE

Vendor will pay an administrative fee ("Administrative Fee") to SPURR for each Project, once a Participant and Vendor, or any affiliate of Vendor, have executed a design/build, equipment purchase, or power purchase agreement related to a Project (a "Project Agreement").

The Administrative Fee is as follows:

Project Size*	0-1MW	1MW-2MW	2MW-3MW	3MW-4MW	4MW-up
SPURR Fee Per Watt-DC	\$0.085	\$0.075	\$0.065	\$0.055	\$0.045

^{*}Project size is defined as the MW-DC capacity described in the executed Project contract between each Participant and Vendor (or one of Vendor's affiliates).

Vendor agrees that SPURR's Administrative Fee is already included in Vendor Offer and does not constitute an additional or incremental fee over and above what is detailed in Vendor Offer.



Upon execution of a Project Agreement with a Participant, Vendor will pay to SPURR the Administrative Fee within thirty (30) days of receipt of invoice from SPURR Past due Administrative Fees will bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

7. INDEMNIFICATION

Vendor will indemnify, defend and hold harmless SPURR and any Participant contracting with Vendor under this RMC ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this RMC, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the negligence of Indemnified Parties.

8. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this RMC, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

9. SEVERABILITY

In the event that any provision of this RMCis held invalid or unenforceable by a court of competent jurisdiction, no other provision of this RMC will be affected by such holding, and all of the remaining provisions of this RMCwill continue in full force and effect.

10. DEFAULTS

In the event that Vendor defaults on its obligations under this RMC, and if such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor (or cure commenced within thirty (30) days after notice for defaults taking longer than thirty (30) days to cure, provided that such cure is completed within one hundred eighty (180) days of such notice), then SPURR may pursue any available remedies against Vendor, including but not limited to revocation of the award to Vendor under the RFP and cancellation of this RMC.

11. GOVERNING LAW

This RMC will be governed by California law, without regard to principles of conflicts of law.

12. NOTICES

All notices under this RMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this RMC, or at such other addresses as either party may subsequently designate by notice.



13. TERM

This agreement will terminate on the later to occur on (a) the Vendor Offer Deadline, if no REAP Participant Actions have occurred by that date, (b) one year after the Vendor Offer Deadline, if any REAP Participant Actions have occurred by that date. The parties' respective obligations under the following sections of this RMC will survive any termination of this RMC: Vendor Obligation to Provide Documentation, Administrative Fee, Indemnification, Attorneys' Fees, Governing Law, and Notices.

IN WITNESS WHEROF, the parties have executed this RMC as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE REDUCTION, a California joint powers

authority

By:

Michael Rochman, Managing Director

Sun Edison LLC a Delaware Limited Liability Company

Bv:

Print Name: Marc Fioravanti

Print Title: Vice President of Commercial

Operations

Address for Notice:

Attn: Managing Director

1850 Gateway Blvd. Suite 235

Concord, CA 94520

Phone: (925)743-1292 Fax: (925)743-1014

Address for Notice:

Attn: VP, Commercial Operations

Address: 600 Clipper Drive

City, State, Zip: Belmont, CA 94002

Phone: 805.451.4691

Form approved 12/11/14



APPENDIX A - VENDOR INFORMATION

Vendor: SunEdison LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: <u>09/18/2014</u>

RFP Title: Renewable Energy Aggregated Procurement (REAP) Program Request for

Proposals (RFP)

Vendor Background: SunEdison is a global leader in both solar technology manufacturing and solar energy services. Serving public sector, business, defense, utility, and residential customers, SunEdison is dedicated to transforming lives by delivering economical, clean, renewable energy to communities around the globe. Our expertise throughout the value chain allows us to deliver predictable pricing and maximum value and return on investment.

SunEdison has developed over 2.0 GW in PV solar systems across 16 countries and 22 US states and operates and maintains an additional 1.0 GW for over 3.0 GW across our portfolio. To date, our global fleet has generated over 5,000 GWh—enough clean, renewable energy to power more than 450,000 homes for an entire year.

- Our portfolio is backed by the security and stability of our parent company, SunEdison, Inc. (NYSE:SUNE), a 50+ year publicly traded semiconductor and silicon wafer industry veteran with a market capitalization in excess of \$3 billion.
- Operated and maintained by SunEdison's 24/7 Renewable Operational Centers (ROCs), our systems consistently average 103% of expected annual production.
- We are environmental stewards, using our global reach to bring electricity to remote villages like Meerwada, India, and Limpopo Province, South Africa, eradicating darkness and providing jobs and economic stability.

SunEdison is an industry leader in financing solar projects, having raised more than \$7.5 billion in project funding, including \$1.5 billion in 2013. Our newest financing vehicle, TerraForm Power Inc., launched this year, and will help us provide our customers more value from our projects through reducing our cost of capital. SunEdison has more than 3.0 GW of solar developed, financed, and/or under management worldwide. We completed 543 megawatts (MW) in 2013, and are currently constructing an additional 504 MW.

SunEdison has been a leader in solar energy development since its founding in 2003. It is now backed by our parent company, SunEdison, Inc. (formerly MEMC), a semiconductor and silicon wafer industry veteran that was formed in 1959.

Vendor Notice Contact SPURR Notice Contact

Name: Sam Youneszadeh	Name: Michael Rochman
SunEdison Title: Managing Director, DG Sales	Title: Managing Director
Address: 600 Clipper Drive	Address: <u>1850 Gateway Blvd, Ste 235</u>
City, St, Zip: <u>Belmont, CA 94002</u>	City, St, Zip: Concord, CA 94520
Phone: 310-922-8424	Phone: 925-609-1140



Alt Phone:	Alt Phone: 925-743-1292
Email: syouneszadeh@sunedison.com	Email:solar@spurr.org
Sales Contact #1	Sales Contact #2
Name: Robin Park SunEdison	Name: Nate Butler SunEdison
Title: Senior Manager, DG Sales	
Address: 600 Clipper Drive Belmont, CA 94002 City, St, Zip:	Belmont, CA 94002
Phone: M) 415-305-2011 O) 424-322-8742 Alt Phone:	Phone: 619-318-3504
Email: rpark@sunedison.com	
Technical Contact	Other Contact (Optional)
Name:	Name:
Title:	Title:
Address:	Address:
City, St, Zip:	City, St, Zip:
Phone:	Phone:
Alt Phone:	Alt Phone:
Email:	Email:



APPENDIX B - VENDOR OFFER

Vendor: SunEdison

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 09/18/2014

RFP Title: Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals

(RFP)

Background: Vendor Offer is based on a list of project includes, excludes, assumptions, specifications, and sample site maps provided to Vendor in the RFP and as provided in <u>Appendix C</u>. Vendor was required to submit system designs, pricing, and terms for Projects at 2 elementary schools, 2 middle schools, and 1 high school located in 4 geographic regions (Southern California, Central California, Bay Area and Central Coast, and Northern California).

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for the following:

- A Project at each unique sample site
- Aggregate pricing for Projects at all sites within the geographic region
- Aggregate pricing for a Project portfolio that assumes four of each of the sites equaling a total of 20 Project sites

The Vendor Offer for each geographic region is detailed in the table below:



Northern California	Site#1- 160kW Canopy	Site#2- 150kW Rooftop	Site#3 - 550kW Ground Mount	Site #4 - 490kW Canopy	Site#5 - 1165 kW Canopy	Portfolioof Sites #1-#5	Portfolioof 20 Sites (4 of Each)
Installed Purchase Price (Total \$)	\$531,023	\$353,704	\$1,359,433	\$1,332,450	\$2,971,660	\$6,548,269	\$23,573,769
20-Year PPA Rate (\$/kWh)	\$0.1400	\$0.1050	\$0.1100	\$0.1200	\$0.1150	\$0.1150	\$0.1125
PPA Annual Escalator (%/yr)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Modeled kW-DC Capacity	161.7	152.9	545.3	472.5	1,184.4	2,202.2	8,808.8
Modeled kW-AC Capacity	138	138	420	420	924	1764	7056
1st year kWh/year production	233,818	237,638	850,668	719,618	1,799,104	3,369,389	13,477,556
System production degradation rate (%/yr)	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%

Central California	Site #1 - 160 kW Canopy	Site #2 - 150kW Rooftop	Site #3 - 550kW Ground Mount	Site #4 - 490kW Canopy	Site #5 - 1165 kW Canopy	Portfolio of Sites #1-#5	Portfolio of 20 Sites (4 of Each)
Installed Purchase Price (Total \$)	\$531,023	\$353,704	\$1,359,433	\$1,332,450	\$2,971,660	\$6,548,269	\$23,573,769
20-Year PPA Rate (\$/kWh)	\$0.1350	\$0.1000	\$0.1050	\$0.1150	\$0.1100	\$0.1100	\$0.1075
PPA Annual Escalator (%/yr)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Modeled kW-DC Capacity	161.7	152.9	545.3	472.5	1,184.4	2,202.2	8,808.8
Modeled kW-AC Capacity	138	138	420	420	924	1764	7056
1st year kWh/year production	245,461	246,660	883,931	751,275	1,876,090	3,511,296	14,045,184
System production degradation rate (%/yr)	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%



Southern California Southern California	Site #1 - 160 kW Canopy	Site#2- 150kW Rooftop	Site#3 - 550kW Ground Mount	Site #4 - 490kW Canopy	Site #5 - 1165 kW Canopy	Portfolioof Sites #1-#5	Portfolioof 20 Sites (4 of Each)
Installed Purchase Price (Total \$)	\$531,023	\$353,704	\$1,359,433	\$1,332,450	\$2,971,660	\$6,548,269	\$23,573,769
20-Year PPA Rate (\$/kWh)	\$0.1350	\$0.1000	\$0.1050	\$0.1150	\$0.1100	\$0.1100	\$0.1075
PPA Annual Escalator (%/yr)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Modeled kW-DC Capacity	161.7	152.9	545.3	472.5	1,184.4	2,202.2	8,808.8
Modeled kW-AC Capacity	138	138	420	420	924	1764	7056
1st year kWh/year production	245,461	246,966	882,295	748,913	1,870,168	3,501,376	14,005,502
System production degradation rate (%/yr)	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
			<u>I</u>	<u> </u>	<u>I</u>		
Bay Area and Central Coast	Site #1 - 160 kW Canopy	Site #2 - 150kW Rooftop	Site #3 - 550kW Ground Mount	Site #4 - 490kW Canopy	Site #5 - 1165 kW Canopy	Portfolio of Sites #1-#5	Portfolio of 20 Sites (4 of Each)
Installed Purchase Price (Total \$)	\$531,023	\$353,704	\$1,359,433	\$1,332,450	\$2,971,660	\$6,548,269	\$23,573,769
20-Year PPA Rate (\$/kWh)	\$0.1350	\$0.1000	\$0.1050	\$0.1150	\$0.1100	\$0.1100	\$0.1075
PPA Annual Escalator (%/yr)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Modeled kW-DC Capacity	161.7	152.9	545.3	472.5	1,184.4	2,202.2	8,808.8
Modeled kW-AC Capacity	138	138	420	420	924	1764	7056
1st year kWh/year production	241,418	245,742	874,661	743,243	1,848,848	3,466,752	13,867,008

System production degradation rate (%/yr)

0.50%

0.50%

0.50%

0.50%

0.50%

0.50%

0.50%



Appendix C- Includes, Excludes, Assumptions, and Specifications for Vendor Offer

Vendor Offer is based on a detailed list of project includes, excludes, assumptions, specifications, and site maps provided to Vendor in the RFP. Vendor was required to submit system designs, pricing, and terms for Projects at 2 elementary schools, 2 middle schools, and 1 high school located in 4 geographic regions (Southern California, Central California, Bay Area and Central Coast, and Northern California).

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing in each of the 4 geographic regions for the following:

- A Project at each unique sample site
- Aggregate pricing for Projects at all sites within the geographic region
- Aggregate pricing for a Project portfolio that assumes four of each of the sites equaling a total of 20 Project sites

Below is the detailed list of includes, excludes, specifications, and assumptions underlying Vendor Offer.

A. Includes for Power Purchase Agreement (PPA) AND Purchase Project Scenarios:

Vendor Offer includes at minimum the following components and services:

- a. Project engineering
 - i. Civil/Structural engineering
 - ii. Electrical engineering
 - iii. Mechanical Engineering
 - iv. Soils reports/engineering
- b. Project permitting
 - i. City permitting fees
 - ii. Utility interconnection process (upgrade costs on the Utility side of the meter are not included)
 - 1. All appropriate safety signage, as required by the Utility
 - Adequately sized and visible disconnect switches at or near each point of common coupling
 - iii. DSA permitting fees
 - iv. Safety plan
- c. Materials
- i. Modules
- ii. Inverters
- iii. Racking/structures
 - 1. Lighting for shade structures/carports
- iv. Balance of System (BOS)
 - 1. Disconnects/Breakers/Fuses



- 2 Conduits and conductors.
- 3. Pull boxes and ground vaults
- 4. Enclosures or cabinets to house non-NEMA rated components
- v. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.
- d. Equipment/material procurement
 - i. Delivery, storage, and staging logistics
 - ii. Delivery and handling costs
 - iii. Procurement bond or insurance (at Vendor's discretion)
 - iv. Site security
- e. Facility construction
 - i. Civil (trenching and backfill, equipment pad preparation, etc.)
 - ii. Structural/mechanical
 - iii. Electrical
- f. Interconnection process
 - i. Generation Interconnection Application
 - ii. Initial and supplemental review process management
 - iii. System coordination studies (if deemed necessary)
 - iv. System protection engineering (Rule 21, UL 1741, etc.)
 - v. Pre-parallel inspection
 - vi. Permission to Operate
- g. Facility testing
- h. Facility commissioning
 - i. Strings voltage check
 - ii. Inverters
 - 1. System check
 - 2. Programming and configuration (i.e. ramp rate, power factor, protection, etc.)
 - iii. Racking visual inspection and torque check
 - iv. Monitoring configuration, startup, and training of Participant personnel
 - v. Switchgear (if required)
- i. Facility design documentation package and as-built drawings
 - i. PV Module quantity, make, model, and spec sheet
 - ii. QA/QC documentation
 - iii. As built documentation (strings labeled in field and recorded on drawings)



- iv. Inverters quantity, make, model, and spec sheet
- v. Racking/Shade Structure
 - 1. Manufacturer
 - 2. Design drawings
 - 3. Structure finish
- vi. Combiner boxes (if any) quantity, make, model, and spec sheet
- vii. Switchgear/Subpanel (if upgrades or additions are required) manufacturer, ratings, general spec.
- viii. AC and DC cable specifications
- ix. As-built DC single line diagram with conductor specification
- x. As-built AC single line diagram with conductor specification
- xi. As-built array configuration plan
- xii. Balance Of System (BOS) layout detail and identification
 - 1. Combiner boxes
 - 2. Inverters
- xiii. Inverter locations and mounting specifications
- xiv. Trenching specification (depth, bedding material spec, conduit spec., etc.)
- xv. As-built plans provided to the Participant
- j. Monitoring equipment/system
 - i. Inverter level performance/production monitoring
 - ii. Configurable alarms to allow for notification of underperformance or outages
 - iii. Security measures (appropriate fencing, cameras, signage, etc.)
- k. Operations and maintenance (10 years for purchased systems; 20 years for

PPAs)

- i. Inverter maintenance
- ii. Module cleaning/testing
- iii. Checking of electrical connections/torque
- iv. Racking/structure torque check
- v. Inverter extended warranty or replacement plan
- vi. Remote monitoring
- vii. Shading mitigation
- I. Production performance guarantee
 - i. 90% system production guarantee
- B. Assumptions used for pricing of PPA AND Purchase Project Scenarios:



- a. Projects will be interconnected as net energy metering (NEM) projects.
- b. Assume no incentives from Utility.
- c. SPURR's fees, as described in the RFP, are included in Vendor Offer.
- d. Prevailing wage rates.
- e. DSA will be the jurisdictional agency for permitting purposes.
- California DSA pre-check design.
- g. All inverters must be UL 1741 certified.
- h. All systems will interconnect into a 277/480VAC 3-Phase service.
- i. Participant main meters are adequately sized and have available space for connection of PV generation.
- j. For shade structures, concrete support extending up the structure post a minimum of 24".
- k. For shade structures, assume foundation depth of 10', foundation diameter of 24".
- I. Assume typical Class 'D' soil with low corrosivity.
- m. All proposed trenches were shown as yellow dashed lines on the site plans. All other wiring connections will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
- n. All unpainted metal will be resistant to corrosion for a minimum of 25 years.
- o. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
- p. Existing light post bases will be capped in place. Lighting will reuse existing circuits where available.
- q. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of Vendor.
- r. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.
- s. Roof-mount panels assumed to be mounted at the roof's pitch.
- t. Shade structure (carport) lighting will conform to Title-24 energy efficiency standards for outdoor lighting. Photo switches or other controls are not to be included in pricing.
- u. Array areas shown on project site maps are representative and not exact panel layouts.
- v. DC-AC de-rate and inverter configuration to be determined by Vendor to produce the best system value.
- w. Most work on site to be conducted during summer recess (Mid-June through Mid-August)
- x. Work hours: All pricing should be based on standard work hours of Monday Friday 6:00 AM to 7:00 PM.



y. Production estimates were produced using the TMY3 data files indicated in the RFP Appendix "Site Information Matrix".

All structures constructed as part of a project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendor must warrant and maintain the full structural integrity of the PV system.

PV systems built in parking lots or near roadways must not obstruct or hinder school parking or traffic and must allow for appropriate clearance for all vehicles including buses, delivery vehicles, etc.

C. Includes and Assumptions for Power Purchase Agreement (PPA) Scenario ONLY:

- a. Term: 20 years
- b. Annual PPA % escalator (if any)
- c. Client ownership of Renewable Energy Credits (RECs)
- d. An annual production guarantee, with a reasonable degradation factor that matches the term of the offered PPA, must be included.

During the PPA ownership period, it will be the responsibility of Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, vegetation abatement, panel washing as needed to meet performance guarantee targets, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by Vendor.

D. Includes and Assumptions for Purchase Scenario ONLY:

Proposed purchase pricing includes comprehensive "turnkey" implementation of the proposed PV systems including design, engineering, materials, installation, interconnection, monitoring, and maintenance of solar photovoltaic systems. Proposed pricing should include the following:

- a. 10-year O/M contract
- b. 10-year 90% annual production guarantee (+/-5%) less system degradation

E. Excludes for PPA AND Purchase Scenarios:

- a. All costs associated with Utility distribution or service upgrades.
- b. Cost of parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.)
- c. Removal/disposal of hazardous materials including asbestos.
- d. Habitat mitigation.
- e. Conditional use permits, special use permits, or environmental impact reports
- f. Roof replacement or repair.
- g. Required ADA upgrades.
- h. Structural upgrades to buildings.
- i. Removal of the system.
- j. Network and/or data services upgrades.



- k. Installation of data wiring for monitoring kiosks or display screens.
- I. 3rd party inspector costs

F. REAP Regions

- a. Northern California Counties: Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba
- b. Central California Counties: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Tulare
- c. Southern California Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura
- d. Bay Area and Central Coast Counties: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma



SPURR'S RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM MASTER CONFIRMATION

AMENDMENT 1

This SPURR REAP Master Confirmation Amendment 1 (this "Amendment"), effective as of August 1, 2015, amends the SPURR REAP Master Confirmation, made as of December 5, 2014 (the "SMC"), by and between the School Project for Utility Rate Reduction ("SPURR") and SunEdison LLC ("Vendor").

Now, therefore, for good and valuable consideration, the parties agree as set forth in this Amendment.

1. REVISIONS TO RMC

The parties agree to revise the RMC as follows.

Revise RMC Section 1. Grant and Acceptance of Award

Insert the following, at the end of the section:

The form of power purchase agreement, titled "General Terms and Conditions of Solar Power & Services Agreement," shown in <u>Appendix D</u>, between an affiliate of Vendor and a Participant (the "PPA Form"), has been approved for use by the parties in connection with this RMC. Participants may request revisions to the PPA Form, which will be taken into consideration by Vendor.

Revise RMC Section 2 Participation in REAP Program

Delete the following:

Any California public school district, county office of education, or community college district is eligible to become a Participant.

In place of the deleted text, insert the following:

Any California public school district, county office of education, or community college district (a "K-14 District") is eligible to become a Participant, and any California public agency other than a K-14 District (a "Public Agency") is also eligible to become a Participant.

Revise RMC Section 4. Vendor Obligation to Provide Documentation

Insert the following, at the end of the section:

For each Project with a Public Agency, Vendor will send to SPURR, not less frequently than every fifteen (15) days, reports in Excel format showing, for each installation covered by a Project Agreement, (a) completed capacity, or Vendor's current proposed capacity, in MW-DC, and (b) Notice to Proceed ("NTP") completion date, or Vendor's current estimated NTP completion date.

Revise RMC Section 6, Administrative Fee

Delete the following:

Upon execution of a Project Agreement with a Participant, Vendor will pay to SPURR the Administrative Fee within thirty (30) days of receipt of invoice from SPURR.

In place of the deleted text, insert the following:



Upon execution of a Project Agreement with a Participant, Vendor will pay to SPURR the Administrative Fee in accordance with the following schedule:

- (a) For all Project Agreements, fifty percent (50%) will be due within thirty (30) days of execution of a Project Agreement.
- (b) For Project Agreements with K-14 Districts, the remaining fifty percent (50%) will be due within one hundred fifty (150) days of execution of a Project Agreement.
- (c) For Project Agreements with Public Agencies, the remaining amount of the Administrative Fee shall be paid within thirty (30) days of Vendor's receipt of an NTP for each installation and shall be computed as (i) 50% of the installation's capacity as stated in the NTP, measured in W-DC, times (ii) the Administrative Fee rate per W-DC as calculated at the execution of a Project Agreement.

To the extent that SPURR receives timely reporting from Vendor on Project Agreements, SPURR will promptly present invoices for Administrative Fees to Vendor. Vendor will provide SPURR with notice of each NTP for a Public Agency Project Agreement within two (2) business days of issuance, including for each NTP the issuance date, capacity size in W-DC, location, and Participant.

2. NO OTHER AMENDMENTS TO DATE

Except as expressly set forth in this Amendment, the RMC has not been otherwise revised or amended to date.

IN WITNESS WHEROF, the parties have executed this Amendment as of the Effective Date.

School Project for Utility Rate Reduction, a

California joint powers authority

Michael Rochman, Managing Director

Sun Edison LL a Delaware Limited Liability Company

Print Name: Karlene U. Sterv

Print Title: Assistant Secretar

LEGAL DEPT.

Approved as to Form Initials:



Appendix D

Attach approved form of PPA "General Terms and Conditions of Solar Power & Services Agreement" v. 19.1

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS OF

SOLAR POWER & SERVICES AGREEMENT

These General Terms and Conditions ("General Conditions") are dated as of _____ day of _____, 2015 and are witnessed and acknowledged by SunEdison Government Solutions, LLC ("SunEdison" or "Provider") and, _____ ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into Solar Power & Services Agreements that may be entered into between SunEdison and Purchaser or between their respective affiliates. Except to the extent SunEdison or Purchaser becomes a party to a Solar Power & Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon SunEdison or Purchaser.

1. DEFINITIONS.

- 1.1 <u>Definitions</u>. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:
- "<u>Actual Monthly Production</u>" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.
- "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
- "Agreement" means, the Solar Power & Services Agreement.
- "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- "Assignment' has the meaning set forth in Section 13.1.
- "Bankruptcy Event" means with respect to a Party, that either:
- (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case

- under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or
- (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.
- "Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in San Francisco, California are required or authorized by Applicable Law to be closed for business.
- "Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).
- "Confidential Information" has the meaning set forth in Section 15.1.
- "Contract Year" means a single calendar year, measured initially from the Commercial Operation Date, and thereafter from each subsequent anniversary of the Commercial Operation Date for the remainder of the Term.
- "Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or

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by any association or other organization, having the authority to impose restrictions.

"<u>Delay Liquidated Damages</u>" means the daily payment of (i) \$0.250/day/kW if the Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

"<u>Disruption Period</u>" has the meaning set forth in Section 4.3(b).

"<u>Early Termination Date</u>" means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

"<u>Early Termination Fee</u>" means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3, Section 4.3(a) or Section 11.2.

"<u>Effective Date</u>" has the meaning set forth in the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"<u>Estimated Annual Production</u>" has the meaning set forth in Section 5.2.

"<u>Estimated Remaining Payments</u>" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4 based on the replacement costs of the System or comparable sales, whichever is less.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" means these Terms and Conditions.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Guaranteed Commercial Operation Date" has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Host" means Purchaser.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"<u>Initial Term</u>" has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

"<u>Installation Work</u>" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"<u>kWh Rate</u>" means the price per kWh set forth in Schedule 2 of the Special Conditions.

"Liens" has the meaning set forth in Section 7.1(e).

"<u>Local Electric Utility</u>" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses' means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"<u>Lost Savings</u>" has the meaning set forth in Section 6.1(b).

- "Minimum Guaranteed Output" has the meaning set forth in Section 6.1(b).
- "<u>Net Metering</u>" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.
- "Net Metering Credit" shall mean the monetary value of the excess electricity generated by a System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.
- "Net Metering Rules" means, collectively, and as amended from time to time, the California net metering statutes, including, without limitation, CA Pub. Util. Code Sec. 2827, et seq., 2830, and AB 327, as well as any applicable orders or regulations issued by the California Public Utilities Commission and the associated net metering tariff of the Local Electric Utility.
- "Option Price" has the meaning set forth in Section 2.3.
- "<u>Party</u>" or "<u>Parties</u>" has the meaning set forth in the preamble to the Solar Power & Services Agreement.
- "Payment" has the meaning set forth in Section 6.1.
- "<u>Person</u>" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- "<u>Premises</u>" means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.
- "<u>Production Excess</u>" means the amount by which kWh generation by the System exceeds Purchaser's load during any time period.
- "<u>Provider</u>" has the meaning set forth in the Special Conditions.
- "<u>Provider Default</u>" has the meaning set forth in Section 11.1(a).
- "Provider Indemnified Parties" has the meaning set forth in Section 16.2.
- "<u>Purchase Date</u>" means the date that is ninety one (91) days after each successive annual anniversary of the Commercial Operation Date (or, if any such date is not a Business Day, the next Business Day following such date), provided, however, that no Purchase Date shall

- occur prior to such date that is five (5) years and ninety one (91) days after the Commercial Operation Date.
- "<u>Purchaser Default</u>" has the meaning set forth in Section 11.2(a).
- "<u>Purchaser Indemnified Parties</u>" has the meaning set forth in Section 16.1.
- "Renewal Term" has the meaning set forth in Section 2.1.
- "Representative" has the meaning set forth in Section 15.1.
- "Security Interest" has the meaning set forth in Section 8.2.
- "Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other solar or renewable energy subsidies and incentives.
- "Solar Insolation" or "Insolation" means the amount of solar kWh per square meter falling on a particular location, as specified by Provider.
- "Solar Power & Services Agreement" means the Solar Power & Services Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.
- "Solar Services" means the supply of electrical energy output from the System and any associated reductions in Purchaser's peak demand.
- "Special Conditions" means the Solar Power and Services Agreement, excluding these General Conditions.
- "Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.
- "System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Special Conditions.
- "System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance the requirements herein.
- "Term" has the meaning set forth in Section 2.1.

"<u>Transfer Time</u>" has the meaning set forth in Section 4.3(a).

Interpretation. The captions or headings in 1.2 these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include," "includes," and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof," "herein," and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

- Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may, subject to Section 2.3, terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.
- 2.2 Early Termination. Purchaser may terminate the Agreement prior to any applicable Expiration Date for any reas on upon sixty (60) days' prior written notice. If Purchaser terminates the Agreement prior to the Expiration Date of the Initial Term, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises. Purchaser, however, may terminate the Agreement without penalty as further described in Schedule 2 of the Special Conditions attached hereto. Upon Purchaser's payment to Provider of the Early Termination Fee, the Agreement shall terminate automatically. Notwithstanding the foregoing, Purchaser may (i) terminate this Agreement with no

liability whatsoever if Provider fails to commence construction of the System by the Construction Start Date as specified in the Special Conditions or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Purchaser to return its Premises to its condition prior to commencement of the Installation Work. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

Purchase Option. On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and twenty (120) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, Provider shall specify the Option Price and provide all calculations and assumptions supporting said Option Price to Purchaser. Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Provider (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.4), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider's Financing Party, as applicable, for payments under the Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, the Agreement shall terminate automatically. For the avoidance of doubt, payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In

the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of the Agreement shall be applicable as if the Purchaser had not exercised any option to purchase the System.

- Determination of Fair Market Value. If the 2.4 Option Price indicated by Provider in accordance with Section 2.3 is equal to the Fair Market Value (as determined and demonstrated by Provider) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Provider, then the Parties shall mutually select an independent appraiser with experience and expertise in the solar photovoltaic Such appraiser shall have expertise and experience in valuing photovoltaic systems, including resale markets for such systems and related environmental attributes, and shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. If either Party disagrees with the Fair Market Value determined by said appraiser, the Parties shall mutually select two additional independent appraisers with experience and expertise in the solar photovoltaic industry. Fair Market Value shall equal the average of the valuations determined by said three appraisers which shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal(s) shall be borne by Purchaser if such Fair Market Value results in a value equal or greater than the value provided by Provider pursuant to Section 2.3; the costs of the appraisal(s) shall be borne by Provider if such Fair Market Value results in a value less than the value provided by Provider pursuant to Section 2.3.
- Removal of System at Expiration. Subject to Purchaser's exercise of its purchase option under Section 2.3, upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of Provider's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

- 2.6 <u>Provider Conditions of the Agreement Prior to Installation</u>. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises in accordance with the standards set out in Section 2.5:
- (a) The Provider determines that the Premises, as is, is insufficient to accommodate the System.
- (b) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.
- (c) Provider has not received a fully executed (i) either (x) a license in the form of Exhibit A of these General Conditions from the owner of the Premises, or (y) if requested by Provider, a site lease agreement with Purchaser, and (ii) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (iii) such other documentation or as may be reasonably requested by Provider to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.
- (d) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.
- (e) Provider has not received evidence reasonably satisfactory to it that (x) interconnection services will be available with respect to energy generated by the System at a cost that does not make the Project economically unattractive to Provider and (y) the System will be eligible for Net Metering.
- (f) Purchaser has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.
- (g) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years' operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;

- 2.7 <u>Purchaser Conditions of the Agreement Prior to Installation</u>. In the event that any of the following events or circumstances occur prior to the commencement of Installation Work at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:
- (a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to adversely affect the economics of the installation for Purchaser.
- (b) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.
- (c) Purchaser has not received evidence reasonably satisfactory to it that (x) interconnection services will be available with respect to energy generated by the System and (y) the System will be eligible for Net Metering.

3. <u>CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.</u>

- Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical. This provision may be altered by a letter amendment signed by both Parties hereto. In connection with the Installation Work, Provider shall comply or cause its contractor to comply with the "Requirements Applicable to the Installation Work" specified in Exhibit B to this Agreement.
- 3.2 <u>Approvals; Permits</u>. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is

scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) Commercial Operation shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

- 4.1 <u>Provider as Owner and Operator</u>. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; <u>provided</u>, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.
- 4.2 <u>Metering</u>. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises. <u>Measurement of electrical energy provided by the System shall be at 15 minute intervals</u>.
- (a) <u>Installation</u>. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the System.
- (b) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Purchaser; provided, that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4.2(c), or registers inaccurately, measurement of energy shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately; or (b) if no reliable information exists as to the period of time during which such meter was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 4.2(c) was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the

last previous test of such meter through the date of the adjustments, <u>provided</u>, <u>however</u>, that, in the case of clause(ii), the period covered by the correction under Section 4.2(c) shall not exceed twelve months.

(c) Testing and Correction.

- (i) Purchaser's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Purchaser of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Purchaser with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.
- (ii) <u>Standard of Meter Accuracy; Resolution of Disputes as to Accuracy</u>. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:
- (A) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.
- (B) Provider shall, within thirty (30) days after receiving such notice from Purchaser, or Purchaser shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.
- (C) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.
- (D) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter under Section 4.2(c)(ii)(A) shall bear the cost of inspection and testing of the meter.
- (E) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: (x) replaced or (y) adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4.2(b), and (c) Provider shall bear the cost of inspection and testing of

the meter and reimburse or credit Purchaser if Purchaser was the disputing Party under 4.2(c)(ii)(A). If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Purchaser shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(d) No Duty on Purchaser. Notwithstanding the foregoing, the Parties acknowledge and agree that the Purchaser is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the System is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

4.3 System Disruptions.

(a) Substitution of Premises. If, for reasons other than Provider's breach of its obligations hereunder, Provider ceases to have access rights to the Premises as necessary to operate the System prior to the Expiration Date, then Purchaser shall either (i) provide Provider with a mutually agreeable substitute premises in a location with similar Solar Insolation, or (ii) terminate the Agreement pursuant to Section 2.2. Purchaser shall provide at least one hundred and eighty (180) days' written notice prior to the date on which it desires to effect such substitution In connection with such substitution, Purchaser and Provider shall amend the Agreement to specify the substitute premises. Purchaser shall also provide any new owner, lessor, or mortgagee consents or releases required by Provider's Financing Party in connection with the substitute Premises. If Purchaser is unable to obtain such consents and releases for a substitute Premises, the substitution shall not be allowed and Purchaser shall terminate the Agreement pursuant to Section 2.2. Purchaser shall pay all costs associated with relocation of the System including all costs and expenses incurred by or on behalf of Provider in connection with removal of the System from the existing Premises and repair or maintenance of the Premises, if applicable, and installation and testing of the System at substitute premises and all applicable interconnection fees and expenses at the substitute premises, as well as costs of new title search and other out of pocket expenses connected to preserving and refiling the security interest of Provider's Financing Party in the System. Provider shall make commercially reasonable efforts to remove all of its tangible property comprising the System from the vacated Premises prior to the

termination of Purchaser's rights to use such Premises. Upon removal of the tangible property comprising the System from the Premises, the Premises shall be returned to its original condition, except for ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of the roof of the Premises, which shall be as leak proof as it was prior to removal of System. In connection with any substitution of Premises, Purchaser shall continue to make all payments for the Solar Services, and Purchaser shall reimburse Provider for any lost revenue during any transfer or construction time period (the "Transfer Time"), including any lost revenue associated with Payments, any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Transfer Time. For the purpose of calculating Payments and lost revenue for such Transfer Time, Solar Services for each month of said Transfer Time shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the substitution occurs within the first twelve (12) months of operation, the average over such period of operation).

(b) Roof Repair and Other System Disruptions. In the event that (x) the owner or lessee of the Premises repairs the Premises' roof for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassemblyor movement of the System, or (y) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Solar Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Disruption Period. For the purpose of clauses (ii) above, the Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Purchaser shall be afforded a one time period of fifteen (15) days which may be used consecutively or in a periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational by Provider. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider's Minimum Guaranteed Output otherwise applicable for any such Allowed Disruption Time shall be adjusted accordingly. For the purpose of calculating Payments and lost revenue for such Disruption Period,

Solar Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation).

5. DELIVERY OF SOLAR SERVICES.

- 5.1 <u>Purchase Requirement</u>. Purchaser agrees to purchase one hundred percent (100%) of the Solar Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, <u>up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as <u>defined in Section 5.2</u>. While the Solar Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of the Special Conditions, they represent a package of services and benefits.</u>
- 5.2 <u>Estimated Annual Production</u>. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "<u>Estimated Annual Production</u>." The Estimated Annual Production for each year of the Initial Term is set as forth in Schedule 4 of the Special Conditions.
- 5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase of Solar Services includes Environmental Attributes, but does not include Solar Incentives. Solar Incentives shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.
- Title to System. Throughout the duration of 5.4 the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. 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 reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises 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 Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed

in the juris diction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.5 <u>Net Metering</u>. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements. In the event that the System produces a Production Excess, then the Parties agree that (a) Purchaser shall be entitled to the associated Net Metering Credits and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Purchaser, and (c) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

6. PRICE AND PAYMENT.

- 6.1 <u>Consideration</u>. Purchaser shall pay to Provider a monthly payment (the "<u>Payment</u>") for the Solar Services generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.
- 6.2 <u>Invoice</u>. Provider shall invoice Purchaser on or about the first day of each month (each, an "<u>Invoice Date</u>"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.
- 6.3 <u>Time of Payment</u>. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.
- 6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non- refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.
- 6.5 <u>Disputed Payments</u>. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective

obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

fails to generate at least ninety percent (90%) of the Estimated Annual Production set forth in Schedule 4 of the Special Conditions with respect to the System for a full Contract Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser (including, without limitation, pursuant to Section 4.3) or the Local Electric Utility, or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser's "Lost Savings" on the next invoice or invoices, (as defined herein) during the following Contract Year. The formula for calculating Lost Savings for the applicable Contract Year is as follows:

 $Lost\ Savings = (MGO*WPR - AE)\ x\ RV$

MGO = Minimum Guaranteed Output, as measured in total kWh, for System for the applicable Contract Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Contract Year.

$$RV = (ATP - kWh Rate)$$

ATP = Average tariff price, measured in \$/kWh, for the Contract Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Contract Year by the total amount of delivered electricity by the electric utility during such Contract Year.

kWh Rate = the kWh Rate in effect for the applicable Contract Year(s), measured in \$/kWh.

If the rate variance ("<u>RV</u>") is zero or less, then no Lost Savings payment is due to Purchaser. Such payment shall occur no later than sixty (60) days after the end of the Contract Year during which such Lost Savings occurred.

7. GENERAL COVENANTS.

- 7.1 <u>Provider's Covenants</u>. Provider covenants and agrees to the following:
- (a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) <u>System Condition</u>. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) <u>Governmental Approvals</u>. While providing the Installation Work, Solar Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) <u>Health and Safety</u>. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States
- (e) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its If Provider breaches its obligations hereunder. obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (f) <u>Interconnection Fees</u>. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and

- maintenance carrying charges ("<u>Interconnection</u> <u>Obligations</u>"). In no event shall Purchaser be responsible for any Interconnection Obligations.
- 7.2 <u>Purchaser's Covenants</u>. Purchaser covenants and agrees as follows:
- (a) Notice of Damage or Emergency. Purchaser shall (x) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to Purchaser's premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said premises to the condition existing prior to such damage.
- (b) <u>Liens</u>. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (c) <u>Consents and Approvals</u>. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.
- (d) Access to Premises, Grant of License. Purchaser hereby grants to Provider a commercial license coterminous with the Term, containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring.
- (i) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (x) Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Purchaser nor Purchaser's landlord will interfere or handle any Provider equipment or the

System without written authorization from Provider; provided, however, that Purchaser and Purchaser's landlord shall at all times have access to and the right to observe the Installation Work or System removal.

- (ii) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to Provider, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.
- (iii) If Purchaser is the owner of the Premises, then, if requested by Provider, Provider shall enter into a site lease with Purchaser, on such terms and conditions as the parties may reasonably agree.
- (e) <u>Temporary storage space during installation or removal</u>. Purchaser shall use commercially reasonable efforts to obtain an agreement for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.
- (f) <u>Sunlight Easements</u>. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.

8. REPRESENTATIONS & WARRANTIES.

- 8.1 <u>Representations and Warranties Relating to Agreement Validity.</u> In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:
- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge,

threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

- (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.
- 8.2 <u>Representations Regarding Security Interest.</u>
 Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "<u>Security Interest</u>") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:
- (a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.
- (b) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein.
- (c) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 **EXCLUSION** OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, **SYSTEM** OPERATIONS AND PERFORMANCE, AND SOLAR SERVICES PROVIDED BY**PROVIDER** PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS- IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS **MADE** AS TO INSTALLATION. DESIGN. DESCRIPTION. **QUALITY, MERCHANTABILITY, COMPLETENESS,** USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

- 9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of Solar Services to Purchaser (other than income taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Solar Services. This Section 9.1 excludes taxes specified in Section 9.2.
- 9.2 <u>Provider Obligations</u>. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees as sessedagainst it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums) Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts (i) natural phenomena, such as storms, or events: hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party. Natural phenomena shall not be considered a Force Majeure Event unless such event causes physical damage to the System.

- 10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Purchaser prior to the Force Majeure Event performance interruption.
- 10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system in accordance with Section 2.5 and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

- 11.1 Provider Defaults and Purchaser Remedies.
- (a) <u>Provider Defaults</u>. The following events shall be defaults with respect to Provider (each, a "<u>Provider Default</u>"):
- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails

to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

- (b) <u>Purchaser's Remedies</u>. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.
- (c) <u>No Early Termination Fee</u>. Section 2.2 of the Agreement shall not apply to any termination of the Agreement by Purchaser pursuant to this Section 11.1.

11.2 Purchaser Defaults and Provider's Remedies.

- (a) <u>Purchaser Default</u>. The following events shall be defaults with respect to Purchaser (each, a "<u>Purchaser</u> Default"):
- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.
- (b) Provider's Remedies. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in additional to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Purchaser the Early Termination Fee pursuant to Section 2.2, and (B) Provider may exercise any other remedy it may have at law or equity or under the Agreement. In addition to the foregoing, Provider shall be entitled to operate and maintain the System on the Premises as contemplated by Section 7.2(d), and Purchaser shall execute such documents as may be reasonably requested by Provider to memorialize such right. Further, if requested by Provider, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at Premises, or (as applicable) to transfer Purchaser's existing account to Provider or its designee.
- 11.3 <u>Removal of System</u>. Upon any termination of the Agreement pursuant to this Section 11, Provider will remove the System pursuant to Section 2.5 hereof, absent any purchase of the System by Purchaser pursuant to Section 2.2 hereof.

12. LIMITATIONS OF LIABILITY.

- 12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury, intellectual property infringement claims, (ii) any obligation of Purchaser to pay the Early Termination Fee, (iii) any obligation of Provider to pay for Lost Savings in accordance with Section 6.6, and (ii) any obligation of Provider to remove or restore the System as provided herein.
- 12.3 Notwithstanding the foregoing in Section 12.1 and 12.2, the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

13. ASSIGNMENT.

- 13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (i) assign this Agreement to an Affiliate provided such assignment occurs no later than 90 days after the Commercial Operation Date, and that Affiliate has the financial wherewithal and ability to perform Provider's obligations at least equal to Provider; (ii) assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit C of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Provider without any required prior written consent of Provider shall not release Purchaser of its obligations hereunder.
- 13.2 <u>Acknowledgment of Collateral Assignment</u> In the event that Provider identifies a secured Financing

Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:

- (a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.
- (b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.
- (c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 <u>Assignment by Purchaser</u>. Purchaser shall not as sign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

- 14.1 Notice Addresses Unless otherwise provided in the Agreement, all notices communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 6 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.
- 14.2 <u>Notice</u>. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 <u>Address for Invoices</u>. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

- 15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential as signees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.
- 15.2 <u>Permitted Disclosures</u> Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:
- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party

subject to any such requirement shall promptly notify the disclosing Party of such requirement;

- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.
- Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whats oever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures. advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.
- Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. <u>INDEMNITY</u>.

16.1 <u>Provider's Indemnity</u>. Subject to Section 12, to the extent permitted by Applicable Law, Provider

agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful mis conduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, System Operations or Solar Services and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject Section 12, to the extent permitted by applicable law, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. INSURANCE.

17.1 Generally. Purchaser and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance acceptable self-insured policies retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry adequate property loss insurance on the System which need not be covered by the Purchaser's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion. Commencing on the fifteenth (15th) anniversary of the Commercial Operation Date, Provider shall either (x) provide a guaranty of Sun Edison LLC with respect to Provider's System removal and restoration obligations hereunder, or (y), secure a bond in an amount

specified in the Special Conditions to secure removal of the System and restoration of the Premises upon termination of this Agreement.

- 17.2 <u>Certificates of Insurance</u>. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.
- 17.3 <u>Additional Insureds</u>. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.
- 17.4 <u>Insurer Qualifications</u>. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

18. MISCELLANEOUS.

- 18.1 <u>Integration; Exhibits</u>. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.
- 18.2 <u>Amendments</u>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.
- 18.3 <u>Industry Standards</u>. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.
- 18.4 <u>Cumulative Remedies</u>. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to

any other right or remedy, whether contained herein or not.

- 18.5 <u>Sovereign Immunity</u>. To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by Provider to enforce its rights against Purchaser under this Agreement.
- 18.6 <u>Limited Effect of Waiver</u>. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 18.7 <u>Survival</u>. The obligations under Sections 2.2 (Early Termination), 2.5 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (f) and (g) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.
- 18.9 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.
- 18.10 <u>Relation of the Parties</u>. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of

their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

- 18.11 Subcontracting. In the execution of the Agreement, Provider may subcontract part of the work to others. Provider shall notify Purchaser of each material subcontractor it utilizes at the Premises in performance of its obligations under this Agreement. The Provider shall require energy management service or electrical subcontractors to be MA Division of Capital Asset Management (DCAM) certified and have specialized training in Solar Photovoltaic design and installation. The Provider shall be fully responsible to the Purchaser for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the Provider, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Purchaser.
- 18.12 <u>Successors and Assigns</u> This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.
- 18.13 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument
- 18.14 <u>Facsimile Delivery</u>. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.15 Intentionally left blank.

18.16 <u>Liquidated Damages Not Penalty</u>. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of the Agreement. Purchaser further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Provider's actual damages.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by SunEdison and Purchaser below. For the avoidance of doubt, neither SunEdison nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"SUNEDISON": SUNEDISON GOVERNMENT SOLUTIONS, LLC

By:		 	
Name:			
Title:			
Date:			
"PURCHA	ASER":		
Ву:			
Name:			
Title:			
Date:			

Exhibit A of General Conditions

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

EXHIBIT B of General Conditions

REQUIREMENTS APPLICABLE TO THE INSTALLATION WORK

Section B.1 Prohibition Against Use of Tobacco.

(a) Purchaser Tobacco-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. The Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, the Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 Prohibition Against Use of Drugs.

- (a) Purchaser Drug-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. The Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, the Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.
- (b) *Drug-Free Workplace Certification*. The Provider is hereby made subject to the requirements of Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
- Section B.3 Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). The Provider acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").
- Section B.4 Compliance with Labor Code Requirements. The Provider must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. The Provider, at no additional cost to the Purchaser, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the Purchaser and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation

Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Provider shall be responsible for compliance therewith:

- (i) Section 1735: Anti-Discrimination Requirements;
- (ii) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (iii) Section 1776: Payroll Records;
- (iv) Sections 1777.5,1777.6 and 1777.7: Apprenticeship Requirements;
- (v) Sections 1810 through 1812: Working Hour Restrictions;
- (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (vii) Section 1815: Overtime Pay.

Section B.5 Requirements for Payroll Records. The Provider must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the Purchaser, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section B.6 Contractor Registration.

- (a) *Notice of Labor Code Requirements.* On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.
- Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit B, the Provider, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. The Provider or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. The Provider shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.
- **Section B.8 Protection of Minor-Aged Students.** Provider, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, Provider, following

receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if Provider makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

Exhibit C of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a less or, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

- (a) <u>Consent to Collateral Assignment</u> Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.
- (b) <u>Notices of Default</u>. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.
 - (c) <u>Rights Upon Event of Default</u>. Notwithstanding any contrary term of this Agreement:
- i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Host's default, the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
- ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to <u>perform</u> any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.
- iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
- iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

	ii.	If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies
by the Financing	Party,	shall acquire title to or control of Provider's assets and shall, within the time periods described in
Sub-section (c)(i)	above,	cure all defaults under this Agreement existing as of the date of such change in title or control in the
manner required 1	y this A	Agreement and which are capable of cure by a third person or entity, then such person or entity shall
no longer be in de	fault ur	nder this Agreement, and this Agreement shall continue in full force and effect.

SOLAR POWER & SERVICES AGREEMENT

SPECIAL CONDITIONS

This Solar Power & Services Agreement is made and entered into as of this ____day of ____, 2015 (the "<u>Effective Date</u>"), between SunEdison Government Solutions, LLC, a Delaware limited liability company ("<u>Provider</u>"), and [], a [] ("<u>Purchaser</u>"; and, together with Provider, each, a "<u>Party</u>" and together, the "<u>Parties</u>").

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises described on Schedule 1 for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of [], 20[] ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>INCORPORATION OF GENERAL CONDITIONS</u>. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Schedules</u>. The following Schedules hereto are the respective Schedules to the Special Conditions referenced in the General Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

Agreement and intending to be legally bound hereby, Effective Date.	Provider and Purchaser have executed this Agreement as of the
SUNEDISON GOVERNMENT SOLUTIONS, LLC	П
By: Name:	By: Name:

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this

Title:

Date:

Title:

Date:

SCHEDULES

I. Schedule 1 – Description of Premises and System

Solar System Premises: [Insert Street Address]

Anticipated Rebate or Subsidy: [\$]

Solar System Size: [] kW (DC) (representing an initial estimate, which may vary

depending on the final design of the System)

Scope: Design and supply grid-interconnected, ground mounted or rooftop

solar electric (PV) system.

Module: MEMC 310 or equivalent

Inverter: IEEE 1547 qualified

Performance Guarantee: Ninety percent (90%) of Estimated Annual Production

Annual Degradation: shall not exceed 0.5%

Construction Start Date: 180 days from Effective Date

Effective Date []

Guaranteed Commercial Operation Date: 180 days from the Construction Start Date

II. Schedule 2 – kWh Rate

The kWh Rate with respect to the System under the Agreement, as set forth in the table below, assumes that that no personal property taxes will be payable with respect to the System. In the event that Provider is unable, on or before [MONTH DAY, 201X], to obtain an agreement with the applicable governmental authorities that no personal property (or similar) taxes shall apply with respect to the System, Provider shall notify Purchaser. In such event, Provider may propose to increase the year 1 kWh Rate by an amount equal to [\$0.0XXX] for each \$1.00 of equivalent mill rate (i.e., for each \$1.00 of tax due per \$1,000 of the System's value for tax purposes), and the kWh Rate for subsequent years will escalate accordingly. Purchaser shall, within thirty (30) days thereafter, either accept or reject such proposal. If Purchaser accepts such proposal, the table below shall be modified accordingly pursuant to an amendment to this Agreement. If Purchaser rejects such proposal, either Provider or Purchaser may terminate this Agreement, in which case neither party shall have any liability to the other under this Agreement.

Year of System	kWh Rate[*]	Year of System	\$/kWh Rate[*]
Term	(\$/kWh)	Term	(\$/kWh)
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

[*Calculated based on the year 1 kWh Rate multiplied by [X%] inflation factor each year.]

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)
1*	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Purchase Date Occurs on the 91 st day following (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does not include costs of removal)*
5 th Anniversary	
6 th Anniversary	
7 th Annivers ary	
8 th Annivers ary	
9 th Annivers ary	
10 th Anniversary	
11 th Annivers ary	
12 th Anniversary	
13 th Anniversary	
14 th Annivers ary	
15 th Anniversary	
16 th Anniversary	
17 th Anniversary	
18 th Anniversary	
19 th Anniversary	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0). *Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

V. Schedule 5 – Notice Information

Purcha ser:	Provider :
[]	SunEdison Government Solutions, LLC
[]	c/o Sun Edis on LLC
	12500 Baltimore Avenue
With a copy to:	Belts ville, MD 20705
	1-888-786-3347
[]	
	With a copy to:
	General Counsel
	12500 Baltimore Avenue
	Belts ville, MD 20705-6375
	Tel. (443) 909-7200
	Fax (443) 909-7121
	Financing Party
	[To be provided by Provider when known]

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within [Choose: [] thirty (30) [] forty-five (45) days] after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS OF

SOLAR POWER & SERVICES AGREEMENT

These General Terms and Conditions ("General Conditions") are dated as of _____ day of _____, 2015 and are witnessed and acknowledged by SunEdison Government Solutions, LLC ("SunEdison" or "Provider") and,the City of San Diego, a municipal corporation ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into Solar Power & Services Agreements that may be entered into between SunEdison and Purchaser or between their respective affiliates. Except to the extent SunEdison or Purchaser becomes a party to a Solar Power & Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon SunEdison or Purchaser.

1. DEFINITIONS.

- 1.1 <u>Definitions</u>. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:
- "<u>Actual Monthly Production</u>" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.
- "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
- "Agreement" means, the Solar Power & Services Agreement.
- "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- "As signment' has the meaning set forth in Section 13.1.
- "Bankruptcy Event" means with respect to a Party, that either:
- (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case

- under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or
- (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.
- "Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in San Francisco, California are required or authorized by Applicable Law to be closed for business.
- "Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).
- "Confidential Information" has the meaning set forth in Section 15.1.
- "Contract Year" means a single calendar year, measured initially from the Commercial Operation Date, and thereafter from each subsequent anniversary of the Commercial Operation Date for the remainder of the Term.
- "Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or

by any association or other organization, having the authority to impose restrictions.

"<u>Delay Liquidated Damages</u>" means the daily payment of (i) \$0.250/day/kW if the Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

"<u>Disruption Period</u>" has the meaning set forth in Section 4.3(b).

"<u>Early Termination Date</u>" means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

"<u>Early Termination Fee</u>" means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3, Section 4.3(a) or Section 11.2.

"<u>Effective Date</u>" has the meaning set forth in the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"<u>Estimated Annual Production</u>" has the meaning set forth in Section 5.2.

"<u>Estimated Remaining Payments</u>" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4 based on the replacement costs of the System or comparable sales, whichever is less.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" means these Terms and Conditions.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Guaranteed Commercial Operation Date" has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Host" means Purchaser.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"<u>Initial Term</u>" has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

"<u>Installation Work</u>" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"<u>kWh Rate</u>" means the price per kWh set forth in Schedule 2 of the Special Conditions.

"Liens" has the meaning set forth in Section 7.1(e).

"<u>Local Electric Utility</u>" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses' means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"<u>Lost Savings</u>" has the meaning set forth in Section 6.1(b).

- "Minimum Guaranteed Output" has the meaning set forth in Section 6.1(b).
- "<u>Net Metering</u>" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.
- "Net Metering Credit" shall mean the monetary value of the excess electricity generated by a System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.
- "Net Metering Rules" means, collectively, and as amended from time to time, the California net metering statutes, including, without limitation, CA Pub. Util. Code Sec. 2827, et seq., 2830, and AB 327, as well as any applicable orders or regulations issued by the California Public Utilities Commission and the associated net metering tariff of the Local Electric Utility.
- "Option Price" has the meaning set forth in Section 2.3.
- "<u>Party</u>" or "<u>Parties</u>" has the meaning set forth in the preamble to the Solar Power & Services Agreement.
- "Payment" has the meaning set forth in Section 6.1.
- "<u>Person</u>" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- "Premises" means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.
- "<u>Production Excess</u>" means the amount by which kWh generation by the System exceeds Purchaser's load during any time period.
- "Provider" has the meaning set forth in the Special Conditions.
- "Provider Default" has the meaning set forth in Section 11.1(a).
- "Provider Indemnified Parties" has the meaning set forth in Section 16.2.
- "<u>Purchase Date</u>" means the date that is ninety one (91) days after each successive annual anniversary of the Commercial Operation Date (or, if any such date is not a Business Day, the next Business Day following such date), provided, however, that no Purchase Date shall

- occur prior to such date that is five (5) years and ninety one (91) days after the Commercial Operation Date.
- "<u>Purchaser Default</u>" has the meaning set forth in Section 11.2(a).
- "<u>Purchaser Indemnified Parties</u>" has the meaning set forth in Section 16.1.
- "Renewal Term" has the meaning set forth in Section 2.1.
- "Representative" has the meaning set forth in Section 15.1.
- "Security Interest" has the meaning set forth in Section 8.2.
- "Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other solar or renewable energy subsidies and incentives.
- "Solar Insolation" or "Insolation" means the amount of solar kWh per square meter falling on a particular location, as specified by Provider.
- "Solar Power & Services Agreement" means the Solar Power & Services Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.
- "Solar Services" means the supply of electrical energy output from the System and any associated reductions in Purchaser's peak demand.
- "Special Conditions" means the Solar Power and Services Agreement, excluding these General Conditions.
- "Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.
- "System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Special Conditions.
- "<u>System Operations</u>" means the Provider's operation, maintenance and repair of the System performed in accordance the requirements herein.
- "Term" has the meaning set forth in Section 2.1.

"<u>Transfer Time</u>" has the meaning set forth in Section 4.3(a).

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include," "includes," and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof," "herein," and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

- Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may, subject to Section 2.3, terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.
- 2.2 <u>Early Termination</u>. Purchaser may terminate the Agreement prior to any applicable Expiration Date for any reas on upon sixty (60) days' prior written notice. If Purchaser terminates the Agreement prior to the Expiration Date of the Initial Term, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises. Purchaser, however, may terminate the Agreement without penalty as further described in Schedule 2 of the Special Conditions attached hereto. Upon Purchaser's payment to Provider of the Early Termination Fee, the Agreement shall terminate automatically. Notwithstanding the foregoing, Purchaser may (i) terminate this Agreement with no

liability whatsoever if Provider fails to commence construction of the System by the Construction Start Date as specified in the Special Conditions or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Purchaser to return its Premises to its condition prior to commencement of the Installation Work. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

Purchase Option. On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and twenty (120) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, Provider shall specify the Option Price and provide all calculations and assumptions supporting said Option Price to Purchaser. Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Provider (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.4), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider's Financing Party, as applicable, for payments under the Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, the Agreement shall terminate automatically. For the avoidance of doubt, payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In

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the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of the Agreement shall be applicable as if the Purchaser had not exercised any option to purchase the System.

- Determination of Fair Market Value. If the 2.4 Option Price indicated by Provider in accordance with Section 2.3 is equal to the Fair Market Value (as determined and demonstrated by Provider) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Provider, then the Parties shall mutually select an independent appraiser with experience and expertise in the solar photovoltaic Such appraiser shall have expertise and experience in valuing photovoltaic systems, including resale markets for such systems and related environmental attributes, and shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. If either Party disagrees with the Fair Market Value determined by said appraiser, the Parties shall mutually select two additional independent appraisers with experience and expertise in the solar photovoltaic industry. Fair Market Value shall equal the average of the valuations determined by said three appraisers which shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal(s) shall be borne by Purchaser if such Fair Market Value results in a value equal or greater than the value provided by Provider pursuant to Section 2.3; the costs of the appraisal(s) shall be borne by Provider if such Fair Market Value results in a value less than the value provided by Provider pursuant to Section 2.3.
- Removal of System at Expiration. Subject to Purchaser's exercise of its purchase option under Section 2.3, upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of Provider's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

- 2.6 <u>Provider Conditions of the Agreement Prior to Installation</u>. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises in accordance with the standards set out in Section 2.5:
- (a) The Provider determines that the Premises, as is, is insufficient to accommodate the System.
- (b) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.
- (c) Provider has not received a fully executed (i) either (x) a license in the form of Exhibit A of these General Conditions from the owner of the Premises, or (y) if requested by Provider, a site lease agreement with Purchaser, and (ii) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (iii) such other documentation or as may be reasonably requested by Provider to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.
- (d) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.
- (e) Provider has not received evidence reasonably satisfactory to it that (x) interconnection services will be available with respect to energy generated by the System at a cost that does not make the Project economically unattractive to Provider and (y) the System will be eligible for Net Metering.
- (f) Purchaser has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.
- (g) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years' operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;

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- 2.7 Purchaser Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the commencement of Installation Work at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:
- (a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to adversely affect the economics of the installation for Purchaser.
- (b) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.
- (c) Purchaser has not received evidence reasonably satisfactory to it that (x) interconnection services will be available with respect to energy generated by the System and (y) the System will be eligible for Net Metering.

3. <u>CONSTRUCTION, INSTALLATION AND</u> TESTING OF SYSTEM.

- Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical. This provision may be altered by a letter amendment signed by both Parties hereto. In connection with the Installation Work, Provider shall comply or cause its contractor to comply with the "Requirements Applicable to the Installation Work" specified in Exhibit B to this Agreement.
- 3.2 <u>Approvals; Permits</u>. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is

scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) Commercial Operation shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

- 4.1 <u>Provider as Owner and Operator</u>. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; <u>provided</u>, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.
- 4.2 <u>Metering</u>. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises. <u>Measurement of electrical energy provided by the System shall be at 15 minute intervals</u>.
- (a) <u>Installation</u>. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the System.
- (b) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Purchaser; provided, that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4.2(c), or registers inaccurately, measurement of energy shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately; or (b) if no reliable information exists as to the period of time during which such meter was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 4.2(c) was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the

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last previous test of such meter through the date of the adjustments, <u>provided</u>, <u>however</u>, that, in the case of clause (ii), the period covered by the correction under Section 4.2(c) shall not exceed twelve months.

(c) <u>Testing and Correction</u>.

- (i) Purchaser's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Purchaser of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Purchaser with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.
- (ii) <u>Standard of Meter Accuracy; Resolution of Disputes as to Accuracy</u>. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:
- (A) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.
- (B) Provider shall, within thirty (30) days after receiving such notice from Purchaser, or Purchaser shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.
- (C) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.
- (D) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter under Section 4.2(c)(ii)(A) shall bear the cost of inspection and testing of the meter.
- (E) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: (x) replaced or (y) adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4.2(b), and (c) Provider shall bear the cost of inspection and testing of

the meter and reimburse or credit Purchaser if Purchaser was the disputing Party under 4.2(c)(ii)(A). If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Purchaser shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(d) No Duty on Purchaser. Notwithstanding the foregoing, the Parties acknowledge and agree that the Purchaser is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the System is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

4.3 System Disruptions.

(a) Substitution of Premises. If, for reasons other than Provider's breach of its obligations hereunder, Provider ceases to have access rights to the Premises as necessary to operate the System prior to the Expiration Date, then Purchaser shall either (i) provide Provider with a mutually agreeable substitute premises in a location with similar Solar Insolation, or (ii) terminate the Agreement pursuant to Section 2.2. Purchaser shall provide at least one hundred and eighty (180) days' written notice prior to the date on which it desires to effect such substitution In connection with such substitution, Purchaser and Provider shall amend the Agreement to specify the substitute premises. Purchaser shall also provide any new owner, lessor, or mortgagee consents or releases required by Provider's Financing Party in connection with the substitute Premises. If Purchaser is unable to obtain such consents and releases for a substitute Premises, the substitution shall not be allowed and Purchaser shall terminate the Agreement pursuant to Section 2.2. Purchaser shall pay all costs associated with relocation of the System including all costs and expenses incurred by or on behalf of Provider in connection with removal of the System from the existing Premises and repair or maintenance of the Premises, if applicable, and installation and testing of the System at substitute premises and all applicable interconnection fees and expenses at the substitute premises, as well as costs of new title search and other out of pocket expenses connected to preserving and refiling the security interest of Provider's Financing Party in the System. Provider shall make commercially reasonable efforts to remove all of its tangible property comprising the System from the vacated Premises prior to the

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termination of Purchaser's rights to use such Premises. Upon removal of the tangible property comprising the System from the Premises, the Premises shall be returned to its original condition, except for ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of the roof of the Premises, which shall be as leak proof as it was prior to removal of System. In connection with any substitution of Premises, Purchaser shall continue to make all payments for the Solar Services, and Purchaser shall reimburse Provider for any lost revenue during any transfer or construction time period (the "Transfer Time"), including any lost revenue associated with Payments, any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Transfer Time. For the purpose of calculating Payments and lost revenue for such Transfer Time, Solar Services for each month of said Transfer Time shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the substitution occurs within the first twelve (12) months of operation, the average over such period of operation).

(b) Roof Repair and Other System Disruptions. In the event that (x) the owner or lessee of the Premises repairs the Premises' roof for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassemblyor movement of the System, or (y) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Solar Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Disruption Period. For the purpose of clauses (ii) above, the Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Purchaser shall be afforded a one time period of fifteen (15) days which may be used consecutively or in a periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational by Provider. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider's Minimum Guaranteed Output otherwise applicable for any such Allowed Disruption Time shall be adjusted accordingly. For the purpose of calculating Payments and lost revenue for such Disruption Period,

Solar Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation).

5. DELIVERY OF SOLAR SERVICES.

- 5.1 <u>Purchase Requirement</u>. Purchaser agrees to purchase one hundred percent (100%) of the Solar Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, <u>up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as <u>defined in Section 5.2</u>. While the Solar Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of the Special Conditions, they represent a package of services and benefits.</u>
- 5.2 <u>Estimated Annual Production</u>. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "<u>Estimated Annual Production</u>." The Estimated Annual Production for each year of the Initial Term is set as forth in Schedule 4 of the Special Conditions.
- 5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase of Solar Services includes Environmental Attributes, but does not include Solar Incentives. Solar Incentives shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.
- Title to System. Throughout the duration of 5.4 the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. 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 reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises 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 Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed

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in the juris diction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.5 <u>Net Metering</u>. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements. In the event that the System produces a Production Excess, then the Parties agree that (a) Purchaser shall be entitled to the associated Net Metering Credits and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Purchaser, and (c) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

6. PRICE AND PAYMENT.

- 6.1 <u>Consideration</u>. Purchaser shall pay to Provider a monthly payment (the "<u>Payment</u>") for the Solar Services generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.
- 6.2 <u>Invoice</u>. Provider shall invoice Purchaser on or about the first day of each month (each, an "<u>Invoice Date</u>"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.
- 6.3 <u>Time of Payment</u>. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.
- 6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non- refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.
- 6.5 <u>Disputed Payments</u>. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective

obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 <u>Minimum Guaranteed Output</u>. If the System fails to generate at least ninety percent (90%) of the Estimated Annual Production set forth in Schedule 4 of the Special Conditions with respect to the System for a full Contract Year (such amount, the "<u>Minimum Guaranteed Output</u>"), other than as a result of the acts or omissions of Purchaser (including, without limitation, pursuant to Section 4.3) or the Local Electric Utility, or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser's "Lost Savings" on the next invoice or invoices, (as defined herein) during the following Contract Year. The formula for calculating Lost Savings for the applicable Contract Year is as follows:

 $Lost\ Savings = (MGO*WPR - AE)\ x\ RV$

MGO = Minimum Guaranteed Output, as measured in total kWh, for System for the applicable Contract Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Contract Year.

$$RV = (ATP - kWh Rate)$$

ATP = Average tariff price, measured in \$/kWh, for the Contract Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Contract Year by the total amount of delivered electricity by the electric utility during such Contract Year.

kWh Rate = the kWh Rate in effect for the applicable Contract Year(s), measured in \$/kWh.

If the rate variance ("<u>RV</u>") is zero or less, then no Lost Savings payment is due to Purchaser. Such payment shall occur no later than sixty (60) days after the end of the Contract Year during which such Lost Savings occurred.

7. <u>GENERAL COVENANTS</u>.

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- 7.1 <u>Provider's Covenants</u>. Provider covenants and agrees to the following:
- (a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) <u>System Condition</u>. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) <u>Governmental Approvals</u>. While providing the Installation Work, Solar Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) <u>Health and Safety</u>. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States
- (e) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its If Provider breaches its obligations hereunder. obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (f) <u>Interconnection Fees</u>. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and

- maintenance carrying charges ("<u>Interconnection</u> <u>Obligations</u>"). In no event shall Purchaser be responsible for any Interconnection Obligations.
- 7.2 <u>Purchaser's Covenants</u>. Purchaser covenants and agrees as follows:
- (a) Notice of Damage or Emergency. Purchaser shall (x) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to Purchaser's premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said premises to the condition existing prior to such damage.
- (b) <u>Liens</u>. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (c) <u>Consents and Approvals</u>. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.
- (d) Access to Premises, Grant of License. exchange for consideration in the amount of one dollar (\$1.00) per month, which amount Provider and Purchaser agree and acknowledge is incorporated in the kWh Rate set forth in Schedule 2 of the Special Conditions, Purchas er hereby grants to Provider a commercial license coterminous with the Term, containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring.
- (i) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (x) Provider shall have access to the Premises and System during the Term of this

Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Purchaser nor Purchaser's landlord will interfere or handle any Provider equipment or the System without written authorization from Provider; provided, however, that Purchaser and Purchaser's landlord shall at all times have access to and the right to observe the Installation Work or System removal.

- (ii) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to Provider, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.
- (iii) If Purchaser is the owner of the Premises, then, if requested by Provider, Provider shall enter into a site lease with Purchaser, on such terms and conditions as the parties may reasonably agree.
- (e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to obtain an agreement for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.
- (f) <u>Sunlight Easements</u>. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.

8. REPRESENTATIONS & WARRANTIES.

- 8.1 <u>Representations and Warranties Relating to Agreement Validity.</u> In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:
- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.
- 8.2 <u>Representations Regarding Security Interest.</u>
 Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "<u>Security Interest</u>") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:
- (a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.
- (b) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein.
- (c) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

EXCLUSION OF WARRANTIES. 8.3 SET EXCEPT AS EXPRESSLY **FORTH** SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, **INSTALLATION** WORK, THE **SYSTEM** OPERATIONS AND PERFORMANCE. AND SOLAR **SERVICES PROVIDED** BYPROVIDER PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS- IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY. IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS,

USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

- 9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of Solar Services to Purchaser (other than income taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Solar Services. This Section 9.1 excludes taxes specified in Section 9.2.
- 9.2 <u>Provider Obligations</u>. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessedagainst it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party. Natural phenomena shall not be considered a Force Majeure Event unless such event causes physical damage to the System.

- 10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter: provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Purchaser prior to the Force Majeure Event performance interruption.
- 10.3 <u>Termination in Consequence of Force</u> Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system in accordance with Section 2.5 and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

- 11.1 Provider Defaults and Purchaser Remedies.
- (a) <u>Provider Defaults</u>. The following events shall be defaults with respect to Provider (each, a "<u>Provider Default</u>"):
- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and

- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.
- (b) <u>Purchaser's Remedies</u>. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.
- (c) <u>No Early Termination Fee</u>. Section 2.2 of the Agreement shall not apply to any termination of the Agreement by Purchaser pursuant to this Section 11.1.

11.2 Purchaser Defaults and Provider's Remedies.

- (a) <u>Purchaser Default</u>. The following events shall be defaults with respect to Purchaser (each, a "<u>Purchaser</u> Default"):
- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.
- (b) Provider's Remedies. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in additional to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Purchaser the Early Termination Fee pursuant to Section 2.2, and (B) Provider may exercise any other remedy it may have at law or equity or under the Agreement. In addition to the foregoing, Provider shall be entitled to operate and maintain the System on the Premises as contemplated by Section 7.2(d), and Purchaser shall execute such documents as may be reasonably requested by Provider to memorialize such right. Further, if requested by Provider, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at Premises, or (as applicable) to transfer Purchaser's existing account to Provider or its designee.

11.3 <u>Removal of System.</u> Upon any termination of the Agreement pursuant to this Section 11, Provider will remove the System pursuant to Section 2.5 hereof, absent any purchase of the System by Purchaser pursuant to Section 2.2 hereof.

12. LIMITATIONS OF LIABILITY.

- 12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury, intellectual property infringement claims, (ii) any obligation of Purchaser to pay the Early Termination Fee, (iii) any obligation of Provider to pay for Lost Savings in accordance with Section 6.6, and (ii) any obligation of Provider to remove or restore the System as provided herein.
- 12.3 Notwithstanding the foregoing in Section 12.1 and 12.2, the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (i) assign this Agreement to an Affiliate provided such assignment occurs no later than 90 days after the Commercial Operation Date, and that Affiliate has the financial wherewithal and ability to perform Provider's obligations at least equal to Provider; (ii) assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit C of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by

Provider without any required prior written consent of Provider shall not release Purchaser of its obligations hereunder.

- 13.2 <u>Acknowledgment of Collateral Assignment</u> In the event that Provider identifies a secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:
- (a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.
- (b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.
- (c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2.

13.3 <u>Assignment by Purchaser</u>. Purchaser shall not as sign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

- 14.1 <u>Notice Addresses</u> Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 6 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.
- 14.2 <u>Notice</u>. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business

Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

- 15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, licensed, copyrighted or trademarked patented, information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential as signees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.
- 15.2 <u>Permitted Disclosures</u> Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.
- 15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whats oever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.
- 15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach

of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent permitted by Applicable Law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful mis conduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, System Operations or Solar Services and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject Section 12, to the extent permitted by applicable law, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. INSURANCE.

17.1 Generally. Purchaser and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies acceptable self-insured retentions: or (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry adequate property loss insurance on the System which need not be covered by

the Purchas er's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion. Commencing on the fifteenth (15th) anniversary of the Commercial Operation Date, Provider shall either (x) provide a guaranty of Sun Edison LLC with respect to Provider's System removal and restoration obligations hereunder, or (y), secure a bond in an amount specified in the Special Conditions to secure removal of the System and restoration of the Premises upon termination of this Agreement.

- 17.2 <u>Certificates of Insurance</u>. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.
- 17.3 <u>Additional Insureds</u>. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.
- 17.4 <u>Insurer Qualifications</u>. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

18. MISCELLANEOUS.

- 18.1 <u>Integration</u>; <u>Exhibits</u>. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.
- 18.2 <u>Amendments</u>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.
- 18.3 <u>Industry Standards</u>. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is

reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

- 18.4 <u>Cumulative Remedies</u>. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 18.5 <u>Sovereign Immunity</u>. To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by Provider to enforce its rights against Purchaser under this Agreement.
- 18.6 <u>Limited Effect of Waiver</u>. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 18.7 <u>Survival</u>. The obligations under Sections 2.2 (Early Termination), 2.5 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (f) and (g) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.
- 18.9 <u>Severability</u>. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

- 18.10 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 18.11 Subcontracting. In the execution of the Agreement, Provider may subcontract part of the work to others. Provider shall notify Purchaser of each material subcontractor it utilizes at the Premises in performance of its obligations under this Agreement. The Provider shall require energy management service or electrical subcontractors to be MA Division of Capital Asset Management (DCAM) certified and have specialized training in Solar Photovoltaic design and installation. The Provider shall be fully responsible to the Purchaser for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the Provider, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Purchaser.
- 18.12 <u>Successors and Assigns</u> This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.
- 18.13 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument
- 18.14 <u>Facsimile Delivery</u>. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.15 Intentionally left blank.

18.16 <u>Liquidated Damages Not Penalty</u>. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of the Agreement. Purchaser further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Provider's actual damages.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by SunEdison and Purchaser below. For the avoidance of doubt, neither SunEdison nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"SUNEDISON": SUNEDISON GOVERNMENT SOLUTIONS, LLC

	VAS_
Ву:	Jump 7
Name:	Karleen O'Connor Stern
Title:	Secretary and General Counsel
Date:	Friday, October 09, 2015
"PURC	CHASER": CITY OF SAN DIEGO
D	
ву: _	
Name:	
Title:	
Date: _	

Exhibit A of General Conditions

[PURCHASER'S LETTERHEAD]

[Landlord's Address]
Attn: Authorized Representative

Re: <u>Proposed Solar Power Installation at</u> [Address of Premises]

Lease dated [] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] and an affiliate of SunEdison Origination1, LLC ("<u>SunEdison</u>") have entered into a Solar Power & Services Agreement, pursuant to which SunEdison will install, finance, operate, and maintain a solar photovoltaic system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

- 1. The solar photovoltaic system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises.
- 2. SunEdison or its designee (including finance providers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the solar photovoltaic system [LANDLORD] will not charge Purchaser or Provider any rent for such right to access the premises.
- 3. [LANDLORD] has been advised that the finance providers for the solar photovoltaic system have a first priority perfected security interest in the system SunEdison and the finance providers for the solar photovoltaic system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.
- 4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewable energy resources.

	Very truly yours,	
	[PURCHASER]	
	By: Name:	
	Title: Authorized Representative	
Acknowledged and agreed by:		
[LANDLORD]		
By:		
Name:		
Title: Authorized Representative		

EXHIBIT B of General Conditions

REQUIREMENTS APPLICABLE TO THE INSTALLATION WORK

Section B.1 Prohibition Against Use of Tobacco.

(a) Purchaser Tobacco-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. The Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, the Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 Prohibition Against Use of Drugs.

- (a) Purchaser Drug-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. The Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, the Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.
- (b) *Drug-Free Workplace Certification*. The Provider is hereby made subject to the requirements of Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
- Section B.3 Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). The Provider acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Section B.4 Compliance with Labor Code Requirements. The Provider must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. The Provider, at no additional cost to the Purchaser, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the Purchaser and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following

Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Provider shall be responsible for compliance therewith:

- (i) Section 1735: Anti-Discrimination Requirements;
- (ii) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (iii) Section 1776: Payroll Records;
- (iv) Sections 1777.5,1777.6 and 1777.7: Apprenticeship Requirements;
- (v) Sections 1810 through 1812: Working Hour Restrictions;
- (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (vii) Section 1815: Overtime Pay.

Section B.5 Requirements for Payroll Records. The Provider must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the Purchaser, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section B.6 Contractor Registration.

- (a) Notice of Labor Code Requirements. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.
- Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit B, the Provider, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. The Provider or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. The Provider shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.
- Section B.8 Protection of Minor-Aged Students. Provider, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, Provider, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if Provider makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

Exhibit C of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a less or, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

- (a) <u>Consent to Collateral Assignment</u> Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.
- (b) <u>Notices of Default</u>. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.
 - (c) <u>Rights Upon Event of Default</u>. Notwithstanding any contrary term of this Agreement:
- i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Host's default, the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
- ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to <u>perform</u> any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.
- iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
- iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title:

Date

By: _____ Name: Karleen O'Connor Stern

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Carmel Valley Rec. Center Rooftop & Parking Lot
	3777 Towns gate Dr,
	San Diego, CA 92130
	APN Number: 307-022-18-00
Site diagram attached:	□ Yes □No
_	
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	Tr
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mount installations	Not Applicable
Gross acreage of Premises:	Tioning
Acreage to be used for System:	
For Canopy Mount installations	8,700 sq ft
Gross acreage of Premises:	0,700 Sq It
Acreage to be used for System:	
Acreage to be used for System.	
D Description of Solar System	
B. Description of Solar System	
Type	Canopy & Roof system.
Туре:	Canopy & Root system.
Solar System Size:	[201.60] kW (DC) (representing an initial estimate, which may vary
	depending on the final design of the System)
Module:	[SunEdis on 335W]
Inverter:	IEEE 1547 qualified
~ ~ ~	
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.96
2	\$4.37
3	\$4.07
4	\$3.68
5	\$3.27
6	\$2.85
7	\$2.75
8	\$2.64
9	\$2.53
10	\$2.41
11	\$2.28
12	\$2.16
13	\$2.02
14	\$1.88
15	\$1.81
16	\$1.66
17	\$1.51
18	\$1.36
19	\$1.19
20	\$1.03

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
46	
5 th Anniversary	\$2.35
6 th Anniversary	\$2.25
7 th Anniversary	\$2.14
8 th Anniversary	\$2.03
9 th Anniversary	\$1.91
10 th Anniversary	\$1.78
11 th Anniversary	\$1.66
12 th Anniversary	\$1.52
13 th Anniversary	\$1.38
14 th Anniversary	\$1.31
15 th Anniversary	\$1.12
16 th Anniversary	\$0.96
17 th Anniversary	\$0.81
18 th Anniversary	\$0.65
19 th Anniversary	\$0.48

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	299,578		284,931
2		12	
	298,080		283,507
3		13	
	296,589		282,089
4		14	
	295,106		280,679
5		15	
	293,631		279,275
6		16	
	292,163		277,879
7		17	
	290,702		276,489
8		18	
	289,248		275,107
9		19	
	287,802		273,732
10		20	
	286,363		272,363

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdis on Government Solutions, LLC c/o Sun Edis on LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francis co, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	N. 1. 11. 11.
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	**
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By: had 4		had g	
N	ame:	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Central Ops Yard Employee Parking Lot
	1970 B St,
	San Diego, CA 92102
	APN Number: 534-120-28-00
Site diagram attached:	☐ Yes ☐No
Site diagram attached:	LI TES LINO
Premises are leased by Purchaser	Not Applicable
Lease termination date:	110111
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	20,100 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
b. Description of Solar System	
Type:	Canopy system.
Solar System Size:	[321.30] kW (DC) (representing an initial estimate, which may vary
	depending on the final design of the System)
Module:	[SunEdis on 335W]
Inverter:	IEEE 1547 qualified
C. Scope of Work	
Overview:	Design and supply grid-interconnected, Canopy solar electric (PV)
	system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
1 crioi mance Guai antee;	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	180 days from Effective Date
Effective Date:	100 days nom Encenve Date
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	100 days from Constitution Start Date
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.03
2	\$4.44
3	\$4.14
4	\$3.74
5	\$3.33
6	\$2.90
7	\$2.79
8	\$2.68
9	\$2.57
10	\$2.45
11	\$2.33
12	\$2.19
13	\$2.06
14	\$1.91
15	\$1.83
16	\$1.69
17	\$1.54
18	\$1.39
19	\$1.22
20	\$1.05

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchasertakes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)	
th		
5 th Anniversary	\$2.40	
6 th Anniversary	\$2.29	
7 th Anniversary	\$2.18	
8 th Anniversary	\$2.07	
9 th Anniversary	\$1.95	
10 th Anniversary	\$1.83	
11 th Anniversary	\$1.69	
12 th Anniversary	\$1.56	
13 th Anniversary	\$1.41	
14 th Anniversary	\$1.33	
15 th Anniversary	\$1.13	
16 th Anniversary	\$0.98	
17 th Anniversary	\$0.83	
18 th Anniversary	\$0.66	
19 th Anniversary	\$0.49	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	514,080		488,947
2		12	
	511,510		486,502
3		13	
	508,952		484,069
4		14	
	506,407		481,649
5		15	
	503,875		479,241
6		16	
	501,356		476,845
7		17	
	498,849		474,460
8		18	
	496,355		472,088
9		19	
	493,873		469,728
10		20	
	491,404		467,379

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purcha ser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdis on Government Solutions, LLC c/o Sun Edis on LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By: had 4		had g	
N	ame:	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Chollas Yard Employee Parking Lot
	2781 Caminito Chollas,
	San Diego, CA 92105
	APN Number: 760-226-26-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	69,600 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Turno	Company
Туре:	Canopy system.
Solar System Size:	[1,115.10] kW (DC) (representing an initial estimate, which may
	vary depending on the final design of the System)
Module:	[SunEdison 335W]
	XDDD 1645 1'C 1
Inverter:	IEEE 1547 qualified
C Saana of Wards	
C. Scope of Work	Design and consults and distance and different consults also distance (DV)
Overview:	Design and supply grid-interconnected, Canopy solar electric (PV)
	system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
Performance Guarantee:	
Construction Start Date:	Annual Degradation: shall not exceed 0.5% 180 days from Effective Date
Effective Date:	180 days from Effective Date
Guaranteed Commercial	190 days from Construction Start Data
	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	\$0
<u>Rebate</u>	ΦΟ

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.12	11	.12
2	.12	12	.12
3	.12	13	.12
4	.12	14	.12
5	.12	15	.12
6	.12	16	.12
7	.12	17	.12
8	.12	18	.12
9	.12	19	.12
10	.12	20	.12

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.23
2	\$3.74
3	\$3.51
4	\$3.18
5	\$2.83
6	\$2.48
7	\$2.40
8	\$2.31
9	\$2.21
10	\$2.12
11	\$2.01
12	\$1.90
13	\$1.79
14	\$1.67
15	\$1.62
16	\$1.49
17	\$1.37
18	\$1.24
19	\$1.10
20	\$0.97

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
5 th Anniversary	\$1.98
6 th Anniversary	\$1.90
7 th Anniversary	\$1.81
8 th Annivers ary	\$1.71
9 th Anniversary	\$1.62
10 th Anniversary	\$1.51
11 th Anniversary	\$1.40
12 th Anniversary	\$1.29
13 th Anniversary	\$1.17
14 th Anniversary	\$1.12
15 th Anniversary	\$0.92
16 th Anniversary	\$0.80
17 th Anniversary	\$0.67
18 th Anniversary	\$0.53
19 th Anniversary	\$0.40

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	1,790,851		1,703,296
2	1,781,896	12	1,694,780
3	1,701,000	13	2,00 .,, 00
	1,772,987	13	1,686,306
4	1,764,122	14	1,677,874
5	1,755,301	15	1,669,485
6	1,746,525	16	1,661,137
7	1,737,792	17	1,652,832
8	1,729,103	18	1,644,568
9	1,720,458	19	1,636,345
10	1,711,855	20	1,628,163

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date	
Phase I environmental site assessment	Not Applicable	
Reports on site sampling (soil or groundwater)	Not Applicable	
Land use restrictions imposed by governmental	Not Applicable	
authorities		
Lease restrictions on proposed solar installation	Not Applicable	
Cleanup plan, corrective action plan or permits	Not Applicable	
applicable to Premises		
Open spill reports or unresolved release reports	Not Applicable	
Known underground storage tanks, foundations,	Not Applicable	
utilities		
Utility easements or public rights of way	Not Applicable	
Completed closure or "cap" on buried waste or	Not Applicable	
other materials		
Systems in place for extracting and collecting	Not Applicable	
methane, groundwater or leachate		
Subject to the control of a trustee, group of	Not Applicable	
entities or entities other than landlord and/or		
Purchaser		

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	ı Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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Schedule 1	Description of the Premises, System
	and Scope of Work
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and
	Requirements

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:		J 1000 1		_
•	Na	me:	Karleen O'Connor Sterr	1

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	City Concourse (CAB, COB) Rooftop
	202 C St,
	San Diego, CA 92101
	APN Number: 760-213-62-12
Site diagram attached:	☐ Yes ☐No
Site diagram attached.	1 103 1110
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mount installations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	7,000
For Canopy Mount installations	76,800 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
B. Description of Solar System	
Type:	Roof system.
JF	
Solar System Size:	[522.90] kW (DC) (representing an initial estimate, which may vary
Solut System Size.	depending on the final design of the System)
Module:	[SunEdis on 335W]
Inverter:	IEEE 1547 qualified
C. Scope of Work	
Overview:	Design and supply grid-interconnected, ballasted roof solar electric
	(PV) system
Dayformanaa Cuayantaa	Ningty paragraph (000/) of Estimated Amount Deschartion
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	240 days from Effective Date
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	100 days noin Constituction Start Date
D. Anticipated Subsidy or	
Rebate	\$0
·	1

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.115	11	.115
2	.115	12	.115
3	.115	13	.115
4	.115	14	.115
5	.115	15	.115
6	.115	16	.115
7	.115	17	.115
8	.115	18	.115
9	.115	19	.115
10	.115	20	.115

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$3.60
2	\$3.19
3	\$2.99
4	\$2.73
5	\$2.44
6	\$2.15
7	\$2.08
8	\$2.00
9	\$1.92
10	\$1.84
11	\$1.76
12	\$1.67
13	\$1.58
14	\$1.48
15	\$1.43
16	\$1.33
17	\$1.23
18	\$1.13
19	\$1.01
20	\$0.90

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does not include costs of removal)		
5 th Anniversary	\$1.65		
6 th Anniversary	\$1.58		
7 th Annivers ary	\$1.50		
8 th Anniversary	\$1.42		
9 th Anniversary	\$1.34		
10 th Anniversary	\$1.26		
11 th Anniversary	\$1.17		
12 th Anniversary	\$1.08		
13 th Anniversary	\$0.98		
14 th Anniversary	\$0.93		
15 th Anniversary	\$0.76		
16 th Anniversary	\$0.66		
17 th Anniversary	\$0.56		
18 th Anniversary	\$0.44		
19 th Anniversary	\$0.33		

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	748,800		712,191
2		12	
	745,056		708,630
3		13	
	741,331		705,087
4		14	
	737,624		701,562
5		15	
	733,936		698,054
6		16	
	730,266		694,564
7		17	
	726,615		691,091
8		18	
	722,982		687,635
9		19	
	719,367		684,197
10		20	
	715,770		680,776

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123 Phone: 858 573-1211

Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date	
Phase I environmental site assessment	Not Applicable	
Reports on site sampling (soil or groundwater)	Not Applicable	
Land use restrictions imposed by governmental	Not Applicable	
authorities Lease restrictions on proposed solar installation	Not Applicable	
Cleanup plan, corrective action plan or permits	Not Applicable	
applicable to Premises		
Open spill reports or unresolved release reports	Not Applicable	
Known underground storage tanks, foundations,	Not Applicable	
utilities		
Utility easements or public rights of way	Not Applicable	
Completed closure or "cap" on buried waste or other materials	Not Applicable	
Systems in place for extracting and collecting	Not Applicable	
methane, groundwater or leachate		
Subject to the control of a trustee, group of	Not Applicable	
entities or entities other than landlord and/or		
Purchaser		

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	J law		The T		
•	Na	me.	Karleen O'Connor Stern		

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	ESD Miramar Ops Center Employee Parking Lot	
	8353 Miramar Palace,	
	San Diego, CA 92121	
	APN Number: 343-252-27-00	
Site diagram attached:	☐ Yes ☐No	
Premises are leased by Purchaser	Not Applicable	
Lease termination date:		
Premises are owned by Purchaser	Not Applicable	
Name of Mortgagee (lender):		
For Rooftop installations	Not Applicable	
Rooftop Square footage:		
Type of Roofing:		
For Ground Mountinstallations	Not Applicable	
Gross acreage of Premises:		
Acreage to be used for System:		
For Canopy Mount installations	22,000 sq ft	
Gross acreage of Premises:		
Acreage to be used for System:		
B. Description of Solar System		
Т	Constant	
Type:	Canopy system.	
Solar System Size:	[352.80] kW (DC) (representing an initial estimate, which may vary	
	depending on the final design of the System)	
Module:	[SunEdis on 335W]	
Inverter:	IEEE 1547 qualified	
C C CYV I		
C. Scope of Work	De 'esse 1 a sel 1 a '1' de se se de 1 a se se e 1 a de d' (DV)	
Overview:	Design and supply grid-interconnected, canopy solar electric (PV)	
	system	
Performance Guarantee:	Ningty managet (000/) of Estimated Assessed Bus destination	
remormance Guarantee:	Ninety percent (90%) of Estimated Annual Production	
Construction Start Date	Annual Degradation: shall not exceed 0.5%	
Construction Start Date: Effective Date:	180 days from Effective Date	
	190 days from Construction Start D-t-	
Guaranteed Commercial	180 days from Construction Start Date	
Operation Date:		
D. Anticipated Subsidy or	\$0	
<u>Rebate</u>	Φ	

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.15
2	\$4.53
3	\$4.24
4	\$3.83
5	\$3.40
6	\$2.96
7	\$2.85
8	\$2.74
9	\$2.62
10	\$2.50
11	\$2.37
12	\$2.23
13	\$2.10
14	\$1.95
15	\$1.87
16	\$1.72
17	\$1.57
18	\$1.40
19	\$1.23
20	\$1.07

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchasertakes Title to the System (\$/Wdc, does not include costs of removal)	
5 th Anniversary	\$2.46	
6 th Anniversary	\$2.35	
7 th Anniversary	\$2.24	
8 th Anniversary	\$2.12	
9 th Anniversary	\$2.00	
10 th Anniversary	\$1.87	
11 th Anniversary	\$1.73	
12 th Anniversary	\$1.60	
13 th Anniversary	\$1.45	
14 th Anniversary	\$1.37	
15 th Anniversary	\$1.16	
16 th Anniversary	\$1.01	
17 th Anniversary	\$0.84	
18 th Anniversary	\$0.67	
19 th Anniversary	\$0.50	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	575,417		547,285
2	572,540	12	544,548
3	-	13	
	569,677		541,826
4	566,829	14	539,116
5	562,004	15	F2C 421
_	563,994		536,421
6	561,175	16	533,739
7	558,369	17	531,070
8	-	18	
_	555,577		528,415
9	552,799	19	525,773
10		20	
	550,035		523,144

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdis on Government Solutions, LLC c/o Sun Edis on LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Discourse of the second	N. A. P. H.
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

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WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

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	and Scope of Work	
Schedule 2	kWh Rate	
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Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

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SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Fire Repair Facility Rooftop
	3870 Kearny Villa Road
	San Diego, CA 92123
	APN Number: 421-290-09-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	24,700 sq. ft.
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Туре:	Rooftop
Solar System Size:	144.9 kW (DC)
Module:	SunEdis on 335w
Inverter:	IEEE 1547 qualified
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.175	11	0.175
2	0.175	12	0.175
3	0.175	13	0.175
4	0.175	14	0.175
5	0.175	15	0.175
6	0.175	16	0.175
7	0.175	17	0.175
8	0.175	18	0.175
9	0.175	19	0.175
10	0.175	20	0.175

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)	
1*	\$5.44	
2	\$4.78	
3	\$4.46	
4	\$4.02	
5	\$3.56	
6	\$3.10	
7	\$2.98	
8	\$2.86	
9	\$2.73	
10	\$2.60	
11	\$2.46	
12	\$2.32	
13	\$2.17	
14	\$2.01	
15	\$1.93	
16	\$1.77	
17	\$1.60	
18	\$1.43	
19	\$1.25	
20	\$1.07	

Purchase Date Occurs on the 91st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)	
		
5th Anniversary	\$2.60	
6th Anniversary	\$2.48	
7th Anniversary	\$2.36	
8th Anniversary	\$2.23	
9th Anniversary	\$2.10	
10th Anniversary	\$1.96	
11th Anniversary	\$1.82	
12th Anniversary	\$1.67	
13th Anniversary	\$1.51	
14th Anniversary	\$1.43	
15th Anniversary	\$1.24	
16th Anniversary	\$1.07	
17th Anniversary	\$0.90	
18th Anniversary	\$0.72	
19th Anniversary	\$0.54	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	218,219	11	207,550
2	217,128	12	206,513
3	216,042	13	205,480
4	214,962	14	204,453
5	213,887	15	203,430
6	212,818	16	202,413
7	211,754	17	201,401
8	210,695	18	200,394
9	209,641	19	199,392
10	208,593	20	198,395

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

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Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date	
Phase I environmental site assessment	Not Applicable	
Reports on site sampling (soil or groundwater)	Not Applicable	
Land use restrictions imposed by governmental authorities	Not Applicable	
Lease restrictions on proposed solar installation	Not Applicable	
Cleanup plan, corrective action plan or permits	Not Applicable	
applicable to Premises		
Open spill reports or unresolved release reports	Not Applicable	
Known underground storage tanks, foundations,	Not Applicable	
utilities		
Utility easements or public rights of way	Not Applicable	
Completed closure or "cap" on buried waste or other materials	Not Applicable	
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable	
Subject to the control of a trustee, group of	Not Applicable	
entities or entities other than landlord and/or		
Purchaser		

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(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
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a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

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	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Inspiration Point Parking Lot (Balboa Park)
	Park Blvd,
	San Diego, CA 92101 APN Number: 760-212-69-00
	APN Number: 760-212-69-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	N. A. 1. 11
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender): For Rooftop installations	Not Applicable
Rooftop Square footage:	Not Applicable
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	18,500 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
D. Dogovintion of Colon System	
B. Description of Solar System	
Туре:	Canopy system.
• •	
Solar System Size:	[1115.10] kW (DC) (representing an initial estimate, which may vary
	depending on the final design of the System)
Module:	[SunEdison 335W]
Inverter:	IEEE 1547 qualified
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy solar electric (PV)
Over view.	system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	180 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.125	11	.125
2	.125	12	.125
3	.125	13	.125
4	.125	14	.125
5	.125	15	.125
6	.125	16	.125
7	.125	17	.125
8	.125	18	.125
9	.125	19	.125
10	.125	20	.125

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha ser does <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)	
1*	\$4.39	
2	\$3.87	
3	\$3.62	
4	\$3.28	
5	\$2.93	
6	\$2.56	
7	\$2.47	
8	\$2.38	
9	\$2.27	
10	\$2.17	
11	\$2.07	
12	\$1.96	
13	\$1.84	
14	\$1.72	
15	\$1.65	
16	\$1.53	
17	\$1.40	
18	\$1.27	
19	\$1.13	
20	\$0.98	

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)	
	-	
5 th Anniversary	\$2.06	
6 th Anniversary	\$1.97	
7 th Anniversary	\$1.88	
8 th Anniversary	\$1.77	
9 th Anniversary	\$1.67	
10 th Anniversary	\$1.57	
11 th Anniversary	\$1.46	
12 th Anniversary	\$1.34	
13 th Anniversary	\$1.22	
14 th Anniversary	\$1.15	
15 th Anniversary	\$0.96	
16 th Anniversary	\$0.84	
17 th Anniversary	\$0.70	
18 th Anniversary	\$0.57	
19 th Annivers ary	\$0.42	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	1,787,505	11	1,700,114
2	1,778,568	12	1,691,614
3	1,769,675	13	1,683,156
4	1,760,827	14	1,674,740
5	1,752,022	15	1,666,366
6	1,743,262	16	1,658,034
7	1,734,546	17	1,649,744
8	1,725,873	18	1,641,496
9	1,717,244	19	1,633,288
10	1,708,658	20	1,625,122

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wisconsin Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Di vi	N. A. P. H.
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Malcolm X Library Parking Lot	
	5148 Market Street	
	San Diego, CA 92114	
	APN Number: 548-040-38-00	
C' I I I		
Site diagram attached:	☐ Yes ☐No	
Premises are leased by Purchaser	Not Applicable	
Lease termination date:	Not Applicable	
Premises are owned by Purchaser	Not Applicable	
Name of Mortgagee (lender):	1 tot rippiredoic	
For Rooftop installations	Not Applicable	
Rooftop Square footage:	1 tot i ppilodole	
Type of Roofing:		
For Ground Mount installations	Not Applicable	
Gross acreage of Premises:	TI	
Acreage to be used for System:		
For Canopy Mount installations	12,000 sq. ft.	
Gross acreage of Premises:	, 1	
Acreage to be used for System:		
B. Description of Solar System		
Type:	Canopy	
Type.	Culiopy	
Solar System Size:	183 kW (DC)	
Module:	SunEdison 335w	
T.Todaic.	3412410 011 000 H	
Inverter:	IEEE 1547 qualified	
	•	
C. Scope of Work		
Overview:	Design and supply grid-interconnected, canopy and roof solar electric	
	(PV) system	
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production	
	Annual Degradation: shall not exceed 0.5%	
Construction Start Date:	240 days from Effective Date	
Effective Date:		
Guaranteed Commercial	180 days from Construction Start Date	
Operation Date:		
D. Anticipated Subsidy or		
Rebate	\$0	

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.150	11	0.150
2	0.150	12	0.150
3	0.150	13	0.150
4	0.150	14	0.150
5	0.150	15	0.150
6	0.150	16	0.150
7	0.150	17	0.150
8	0.150	18	0.150
9	0.150	19	0.150
10	0.150	20	0.150

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.11
2	\$4.50
3	\$4.20
4	\$3.79
5	\$3.37
6	\$2.93
7	\$2.82
8	\$2.71
9	\$2.59
10	\$2.47
11	\$2.34
12	\$2.20
13	\$2.06
14	\$1.92
15	\$1.85
16	\$1.70
17	\$1.54
18	\$1.37
19	\$1.21
20	\$1.04

Column 2	
Early Termination Fee	
where Purcha serta kes Title	
to the System	
(\$/Wdc, does not include	
costs of removal)	
\$2.43	
\$2.32	
\$2.21	
\$2.09	
\$1.97	
\$1.84	
\$1.70	
\$1.56	
\$1.42	
\$1.35	
\$1.16	
\$1.00	
\$0.84	
\$0.68	
\$0.50	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	298,349	11	283,763
2	296,857	12	282,344
3	295,373	13	280,932
4	293,896	14	279,528
5	292,427	15	278,130
6	290,964	16	276,739
7	289,510	17	275,356
8	288,062	18	273,979
9	286,622	19	272,609
10	285,189	20	271,246

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date	
Phase I environmental site assessment	Nad A multi-alita	
Phase I environmental site assessment	Not Applicable	
Reports on site sampling (soil or groundwater)	Not Applicable	
Land use restrictions imposed by governmental authorities	Not Applicable	
Lease restrictions on proposed solar installation	Not Applicable	
Cleanup plan, corrective action plan or permits	Not Applicable	
applicable to Premises		
Open spill reports or unresolved release reports	Not Applicable	
Known underground storage tanks, foundations,	Not Applicable	
utilities		
Utility easements or public rights of way	Not Applicable	
Completed closure or "cap" on buried waste or other materials	Not Applicable	
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable	
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Mission Trails Regional Nature & Visitor Center Parking Lot	
	One Father Junipero Serra Trail,	
	San Diego, CA 92119	
	APN Number: 371-031-05-00	
Site diagram attached:	☐ Yes ☐No	
Duomises and leased by Dynahasan	N-4 A U1-1-	
Premises are leased by Purchaser Lease termination date:	Not Applicable	
	Not Applicable	
Premises are owned by Purchaser Name of Mortgagee (lender):	Not Applicable	
For Rooftop installations	Not Applicable	
Rooftop Square footage:	Not Applicable	
Type of Roofing:		
For Ground Mount installations	Not Applicable	
Gross acreage of Premises:	Two Application	
Acreage to be used for System:		
For Canopy Mount installations	4,716 sq. ft.	
Gross acreage of Premises:	1,710 54.10	
Acreage to be used for System:		
B. Description of Solar System		
Type:	Canopy	
Solar System Size:	75.6 kW (DC)	
Module:	SunEdison 335w	
Inverter:	IEEE 1547 qualified	
inverter:	IDDE 1047 quanneu	
C. Scope of Work		
	Design and supply grid-interconnected, canony and roof solar electric	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric (PV) system	
	Design and supply grid-interconnected, canopy and roof solar electric (PV) system	
Overview:	(PV) system	
	(PV) system Ninety percent (90%) of Estimated Annual Production	
Overview: Performance Guarantee:	(PV) system Ninety percent (90%) of Estimated Annual Production Annual Degradation: shall not exceed 0.5%	
Overview: Performance Guarantee: Construction Start Date:	(PV) system Ninety percent (90%) of Estimated Annual Production	
Overview: Performance Guarantee:	(PV) system Ninety percent (90%) of Estimated Annual Production Annual Degradation: shall not exceed 0.5% 240 days from Effective Date	
Overview: Performance Guarantee: Construction Start Date: Effective Date:	(PV) system Ninety percent (90%) of Estimated Annual Production Annual Degradation: shall not exceed 0.5%	
Performance Guarantee: Construction Start Date: Effective Date: Guaranteed Commercial	(PV) system Ninety percent (90%) of Estimated Annual Production Annual Degradation: shall not exceed 0.5% 240 days from Effective Date	

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.22	11	0.22
2	0.22	12	0.22
3	0.22	13	0.22
4	0.22	14	0.22
5	0.22	15	0.22
6	0.22	16	0.22
7	0.22	17	0.22
8	0.22	18	0.22
9	0.22	19	0.22
10	0.22	20	0.22

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha ser does <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$6.98
2	\$6.11
3	\$5.69
4	\$5.12
5	\$4.52
6	\$3.90
7	\$3.75
8	\$3.59
9	\$3.43
10	\$3.25
11	\$3.07
12	\$2.88
13	\$2.69
14	\$2.48
15	\$2.37
16	\$2.16
17	\$1.94
18	\$1.72
19	\$1.48
20	\$1.23

Column 2	
Early Termination Fee	
where Purcha serta kes Title	
to the System	
(\$/Wdc, does not include	
costs of removal)	
\$3.40	
\$3.25	
\$3.09	
\$2.93	
\$2.75	
\$2.57	
\$2.38	
\$2.19	
\$1.98	
\$1.87	
\$1.64	
\$1.41	
\$1.19	
\$0.95	
\$0.71	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	116,197	11	110,516
2	115,616	12	109,964
3	115,038	13	109,414
4	114,463	14	108,867
5	113,890	15	108,322
6	113,321	16	107,781
7	112,754	17	107,242
8	112,191	18	106,706
9	111,630	19	106,172
10	111,072	20	105,641

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

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With a copy to

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Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

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Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchas er	

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(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Da	<u>ate</u> "),
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a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

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Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

. / //\	By:	
V 19/1	Name:	
David T	Title:	
Name: Karleen O'Connor Stern	Date	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

Mission Valley Library Parking Lot

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises

	2123 Fenton Parkway
	San Diego, CA 92108
	APN Number: 433-101-09-00
Site diagram attached:	□ Yes □No
Site diagram accaenca	_ 100 _ 100
Premises are leased by Purchaser	Not Applicable
Lease termination date:	Not Applicable
	Not Applicable
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	NT-4 A 1' 1 1 -
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	NY . A . 12 . 11
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	10,000
For Canopy Mount installations	12,000 sq. ft.
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Type:	Canopy
Solar System Size:	176.4 kW (DC)
Module:	SunEdis on 335w
Inverter:	IEEE 1547 qualified
111,01001	
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
over view.	(PV) system
	(1 v) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
i eriormance Guarantee.	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	270 days Holli Effective Date
Guaranteed Commercial	190 days from Construction Start Data
	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	60
Rebate	\$0
"The Solar System Size set forth in fl	he table above is preliminary will be updated upon final design of the Sys

System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.165	11	0.165
2	0.165	12	0.165
3	0.165	13	0.165
4	0.165	14	0.165
5	0.165	15	0.165
6	0.165	16	0.165
7	0.165	17	0.165
8	0.165	18	0.165
9	0.165	19	0.165
10	0.165	20	0.165

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)	
1*	\$5.31	
2	\$4.66	
3	\$4.35	
4	\$3.93	
5	\$3.49	
6	\$3.03	
7	\$2.92	
8	\$2.80	
9	\$2.67	
10	\$2.55	
11	\$2.42	
12	\$2.28	
13	\$2.13	
14	\$1.98	
15	\$1.89	
16	\$1.74	
17	\$1.58	
18	\$1.41	
19	\$1.24	
20	\$1.06	

Purchase Date Occurs on the	Column 2	
91 st day following:	Early Termination Fee	
(Each "Anniversary" below	where Purcha serta kes Title	
shall refer to the anniversary	to the System	
of the Commercial Operation	(\$/Wdc, does not include	
Date)	costs of removal)	
Butty		
		
5th Anniversary	\$2.53	
6th Anniversary	\$2.42	
7th Annivers ary	\$2.30	
8th Anniversary	\$2.17	
9th Anniversary	\$2.05	
10th Anniversary	\$1.92	
11th Anniversary	\$1.78	
12th Anniversary	\$1.63	
13th Anniversary	\$1.48	
14th Anniversary	\$1.39	
15th Anniversary	\$1.21	
16th Anniversary	\$1.05	
17th Anniversary	\$0.88	
18th Anniversary	\$0.71	
19th Anniversary	\$0.52	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	272,538	11	259,214
2	271,175	12	257,918
3	269,819	13	256,628
4	268,470	14	255,345
5	267,128	15	254,068
6	265,792	16	252,798
7	264,463	17	251,534
8	263,141	18	250,276
9	261,825	19	249,025
10	260,516	20	247,780

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Mountain View Community Center Rooftop
	641 S Boundary St,
	San Diego, CA 92113
	APN Number: 547-520-30-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	20,000 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Type:	Roof system.
Solar System Size:	[107.10] kW (DC) (representing an initial estimate, which may vary
	depending on the final design of the System)
Module:	[SunEdis on 335W]
Inverter:	IEEE 1547 qualified
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.165	11	.165
2	.165	12	.165
3	.165	13	.165
4	.165	14	.165
5	.165	15	.165
6	.165	16	.165
7	.165	17	.165
8	.165	18	.165
9	.165	19	.165
10	.165	20	.165

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.21
2	\$4.59
3	\$4.28
4	\$3.87
5	\$3.43
6	\$2.98
7	\$2.87
8	\$2.75
9	\$2.64
10	\$2.51
11	\$2.38
12	\$2.24
13	\$2.09
14	\$1.95
15	\$1.87
16	\$1.72
17	\$1.56
18	\$1.40
19	\$1.23
20	\$1.05

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchasertakes Title to the System (\$/Wdc, does not include costs of removal)	
5 th Anniversary	\$2.48	
6 th Anniversary	\$2.37	
7 th Anniversary	\$2.25	
8 th Annivers ary	\$2.14	
9 th Annivers ary	\$2.01	
10 th Anniversary	\$1.88	
11 th Anniversary	\$1.74	
12 th Anniversary	\$1.59	
13 th Anniversary	\$1.45	
14 th Anniversary	\$1.37	
15 th Anniversary	\$1.19	
16 th Anniversary	\$1.02	
17 th Annivers ary	\$0.86	
18 th Anniversary	\$0.69	
19 th Anniversary	\$0.51	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0). *Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	134,240		127,677
2	133,569	12	127,039
3	132,901	13	126,404
4	132,237	14	125,772
5	131,576	15	125,143
6	130,918	16	124,517
7	130,263	17	123,895
8	129,612	18	123,275
9	128,964	19	122,659
10	128,319	20	122,046

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Thase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or	Not Applicable
Purchas er	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

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WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

. / //\	By:
V 19/1	Name:
David T	Title:
Name: Karleen O'Connor Stern	Date

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Park de la Cruz Recreation Center Rooftop & Parking Lot		
	3901 Landis Street,		
	San Diego, CA 92105		
	APN Number: 447-660-03-00		
Site diagram attached:	□ Yes □No		
Premises are leased by Purchaser	Not Applicable		
Lease termination date:			
Premises are owned by Purchaser	Not Applicable		
Name of Mortgagee (lender):			
For Rooftop installations	Not Applicable		
Rooftop Square footage:			
Type of Roofing:			
For Ground Mount installations	Not Applicable		
Gross acreage of Premises:			
Acreage to be used for System:			
For Canopy Mount installations	30,000 sq ft		
Gross acreage of Premises:			
Acreage to be used for System:			
B. Description of Solar System			
Termon	Company		
Туре:	Canopy system.		
Solar System Size:	[151] kW (DC) (representing an initial estimate, which may vary		
	depending on the final design of the System)		
Module:	[SunEdis on 335W]		
.	IEEE 1647 116 1		
Inverter:	IEEE 1547 qualified		
C Soons of Work			
C. Scope of Work Overview:	Design and supply grid-interconnected, canopy and roof solar electric		
Overview:	(PV) system		
	(i v) system		
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production		
i ci ioi mance Guarantee:	Annual Degradation: shall not exceed 0.5%		
Construction Start Date:	240 days from Effective Date		
Effective Date:	240 days Holli Effective Date		
	190 days from Construction Start Data		
Guaranteed Commercial	180 days from Construction Start Date		
Operation Date:			
D. Anticipated Subsidy or	00		
Rebate	\$0		

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.16	11	.16
2	.16	12	.16
3	.16	13	.16
4	.16	14	.16
5	.16	15	.16
6	.16	16	.16
7	.16	17	.16
8	.16	18	.16
9	.16	19	.16
10	.16	20	.16

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.21
2	\$4.59
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5	\$3.43
6	\$2.98
7	\$2.87
8	\$2.75
9	\$2.64
10	\$2.51
11	\$2.38
12	\$2.24
13	\$2.09
14	\$1.95
15	\$1.87
16	\$1.72
17	\$1.56
18	\$1.40
19	\$1.23
20	\$1.05

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does not include costs of removal)	
5 th Annivers ary	\$2.48	
6 th Anniversary	\$2.37	
7 th Anniversary	\$2.25	
8 th Anniversary	\$2.14	
9 th Anniversary	\$2.01	
10 th Anniversary	\$1.88	
11 th Anniversary	\$1.74	
12 th Anniversary	\$1.59	
13 th Anniversary	\$1.45	
14 th Anniversary	\$1.37	
15 th Anniversary	\$1.19	
16 th Anniversary	\$1.02	
17 th Anniversary	\$0.86	
18 th Anniversary	\$0.69	
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At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	134,240		127,677
2	133,569	12	127,039
3	132,901	13	126,404
4	132,237	14	125,772
5	131,576	15	125,143
6	130,918	16	124,517
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Phone: 858 573-1211 Attn: Energy Administrator

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Financing Party:

[To be provided by Provider when known]

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Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

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(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
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Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and
	Requirements

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

. / //\	By:
V 19/1	Name:
David T	Title:
Name: Karleen O'Connor Stern	Date

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Point Loma Library Rooftop
	3701 Voltaire Street
	San Diego, CA 92107
	APN Number: 449-591-01-00
Cita dia ayaya atta ahad.	☐ Yes ☐No
Site diagram attached:	I Yes Lino
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mount installations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	4,800 sq. ft.
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Type	Canony
Туре:	Canopy
Solar System Size:	47.25 kW (DC)
Module:	SunEdison 335w
Module.	SuilEdison 333 W
Inverter:	IEEE 1547 qualified
	•
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.24	11	0.24
2	0.24	12	0.24
3	0.24	13	0.24
4	0.24	14	0.24
5	0.24	15	0.24
6	0.24	16	0.24
7	0.24	17	0.24
8	0.24	18	0.24
9	0.24	19	0.24
10	0.24	20	0.24

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$7.38
2	\$6.46
3	\$6.01
4	\$5.40
5	\$4.76
6	\$4.12
7	\$3.95
8	\$3.78
9	\$3.60
10	\$3.42
11	\$3.23
12	\$3.03
13	\$2.82
14	\$2.61
15	\$2.49
16	\$2.26
17	\$2.03
18	\$1.79
19	\$1.54
20	\$1.28

Purchase Date Occurs on the	Column 2
91 st day following:	Early Termination Fee
(Each "Anniversary" below	where Purcha serta kes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does not include
Date)	costs of removal)
,	
5th Anniversary	\$3.62
6th Anniversary	\$3.45
7th Anniversary	\$3.28
8th Anniversary	\$3.10
9th Anniversary	\$2.92
10th Anniversary	\$2.73
11th Anniversary	\$2.53
12th Anniversary	\$2.32
13th Anniversary	\$2.11
14th Anniversary	\$1.99
15th Anniversary	\$1.74
16th Anniversary	\$1.51
17th Anniversary	\$1.27
18th Anniversary	\$1.02
19th Anniversary	\$0.75

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	70,922	11	67,455
2	70,567	12	67,117
3	70,215	13	66,782
4	69,863	14	66,448
5	69,514	15	66,116
6	69,167	16	65,785
7	68,821	17	65,456
8	68,477	18	65,129
9	68,134	19	64,803
10	67,794	20	64,479

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

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SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System
	and Scope of Work
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and
	Requirements

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	J'INC		The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Central Division Police Station Parking Garage Parking Lot
	2501 Imperial Ave,
	San Diego, CA 92102
	APN Number: 535-670-41-00
Site diagram attached:	□ Yes □No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	N
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	N
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	NY . A . 11 . 11
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	10.700
For Canopy Mount installations	18,500 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
D D : 4: CG L G 4	
B. Description of Solar System	
Termon	Company aviatom
Туре:	Canopy system.
	F20(1011W (DC) (
Solar System Size:	[296.10] kW (DC) (representing an initial estimate, which may vary
74.11	depending on the final design of the System)
Module:	[SunEdis on 335W]
Turvantan	IEEE 1547 qualified
Inverter:	IEEE 1547 qualified
C. Scope of Work	
	Design and supply grid-interconnected, canopy solar electric (PV)
Overview:	
	system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
1 Crioi mance Guai antec.	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	180 days from Effective Date
Effective Date:	100 days from Effective Date
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	100 days Hulli Collsu delion Start Date
D. Anticipated Subsidy or Rebate	\$0
Kenate	ΨΟ

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.85
2	\$4.28
3	\$3.99
4	\$3.61
5	\$3.21
6	\$2.80
7	\$2.70
8	\$2.60
9	\$2.49
10	\$2.36
11	\$2.25
12	\$2.12
13	\$1.99
14	\$1.86
15	\$1.78
16	\$1.65
17	\$1.50
18	\$1.34
19	\$1.19
20	\$1.03

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
5 th Anniversary	\$2.30
6 th Anniversary	\$2.20
7 th Anniversary	\$2.10
8 th Anniversary	\$1.99
9 th Anniversary	\$1.86
10 th Anniversary	\$1.75
11 th Anniversary	\$1.62
12 th Anniversary	\$1.49
13 th Anniversary	\$1.36
14 th Anniversary	\$1.28
15 th Anniversary	\$1.09
16 th Anniversary	\$0.94
17 th Anniversary	\$0.78
18 th Anniversary	\$0.63
19 th Anniversary	\$0.47

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	455,698		433,419
2		12	
	453,419		431,252
3		13	
	451,152		429,096
4		14	
	448,897		426,950
5		15	
	446,652		424,815
6		16	
	444,419		422,691
7		17	
·	442,197		420,578
8		18	
	439,986		418,475
9		19	
	437,786		416,383
10		20	
	435,597		414,301

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdis on Government Solutions, LLC c/o Sun Edis on LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	N. 1. 11. 11.
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	**
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

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- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	J'INC		The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Fleet/Police Vehicle Maintenance Facility Rooftop
	3940 Federal Boulevard
	San Diego, CA 92102
	APN Number: 541-251-04-00
Site diagram attached:	□ Yes □No
C	
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	24,000 sq. ft.
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Type:	Rooftop
Solar System Size:	107.1 kW (DC)
Module:	SunEdis on 335w
Inverter:	IEEE 1547 qualified
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
	N
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.15	11	0.15
2	0.15	12	0.15
3	0.15	13	0.15
4	0.15	14	0.15
5	0.15	15	0.15
6	0.15	16	0.15
7	0.15	17	0.15
8	0.15	18	0.15
9	0.15	19	0.15
10	0.15	20	0.15

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.08
2	\$4.47
3	\$4.17
4	\$3.76
5	\$3.35
6	\$2.91
7	\$2.80
8	\$2.68
9	\$2.57
10	\$2.45
11	\$2.32
12	\$2.19
13	\$2.05
14	\$1.91
15	\$1.83
16	\$1.68
17	\$1.53
18	\$1.37
19	\$1.21
20	\$1.04

Purchase Date Occurs on the	Column 2
91st day following:	Early Termination Fee
(Each "Anniversary" below	where Purcha serta kes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does <u>not</u> include
Da te)	costs of removal)
5th Anniversary	\$2.41
6th Anniversary	\$2.30
7th Anniversary	\$2.18
8th Anniversary	\$2.07
9th Anniversary	\$1.95
10th Anniversary	\$1.82
11th Anniversary	\$1.69
12th Anniversary	\$1.55
13th Anniversary	\$1.41
14th Anniversary	\$1.33
15th Anniversary	\$1.14
16th Anniversary	\$0.99
17th Anniversary	\$0.83
18th Anniversary	\$0.67
19th Anniversary	\$0.50

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	174,359	11	165,835
2	173,487	12	165,005
3	172,620	13	164,180
4	171,757	14	163,360
5	170,898	15	162,543
6	170,043	16	161,730
7	169,193	17	160,921
8	168,347	18	160,117
9	167,505	19	159,316
10	166,668	20	158,520

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

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Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

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Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	N
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Da	<u>ate</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sa	n Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

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- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Police Headquarters Parking Lot		
	1401 Broadway		
	San Diego, CA 92101		
	APN Number: 534-351-05-00		
Site diagram attached:	☐ Yes ☐No		
Premises are leased by Purchaser	Not Applicable		
Lease termination date:			
Premises are owned by Purchaser	Not Applicable		
Name of Mortgagee (lender):			
For Rooftop installations	Not Applicable		
Rooftop Square footage:			
Type of Roofing:			
For Ground Mount installations	Not Applicable		
Gross acreage of Premises:			
Acreage to be used for System:			
For Canopy Mount installations	8,700 sq ft		
Gross acreage of Premises:			
Acreage to be used for System:			
B. Description of Solar System			
Type:	Canopy system.		
Solar System Size:	[138.60] kW (DC) (representing an initial estimate, which may vary		
	depending on the final design of the System)		
Module:	[SunEdison 335W]		
_	VDDD 4.5.45 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41.65 41		
Inverter:	IEEE 1547 qualified		
C. Scope of Work			
Overview:	Design and supply grid-interconnected, canopy solar electric (PV)		
	system		
D C	N'		
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production		
	Annual Degradation: shall not exceed 0.5%		
Construction Start Date:	180 days from Effective Date		
Effective Date:	100 1 - Con Contact of Grat D :		
Guaranteed Commercial	180 days from Construction Start Date		
Operation Date:			
D. Anticipated Subsidy or			
Rebate	\$0		

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.14	11	.14
2	.14	12	.14
3	.14	13	.14
4	.14	14	.14
5	.14	15	.14
6	.14	16	.14
7	.14	17	.14
8	.14	18	.14
9	.14	19	.14
10	.14	20	.14

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.62
2	\$4.08
3	\$3.81
4	\$3.45
5	\$3.06
6	\$2.68
7	\$2.58
8	\$2.47
9	\$2.37
10	\$2.26
11	\$2.14
12	\$2.02
13	\$1.91
14	\$1.78
15	\$1.70
16	\$1.57
17	\$1.43
18	\$1.28
19	\$1.13
20	\$0.98

Purchase Date Occurs on the 91st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does not include costs of removal)	
5 th Anniversary	\$2.18	
6 th Anniversary	\$2.08	
7 th Anniversary	\$1.97	
8 th Anniversary	\$1.87	
9 th Anniversary	\$1.76	
10 th Anniversary	\$1.64	
11 th Anniversary	\$1.52	
12 th Anniversary	\$1.41	
13 th Anniversary	\$1.28	
14 th Anniversary	\$1.20	
15 th Anniversary	\$1.04	
16 th Anniversary	\$0.90	
17 th Annivers ary	\$0.75	
18 th Anniversary	\$0.60	
19 th Anniversary	\$0.45	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	220,651		209,864
2	219,548	12	208,814
3	218,450	13	207,770
4	217,358	14	206,731
5	216,271	15	205,698
6	215,190	16	204,669
7	214,114	17	203,646
8	213,043	18	202,628
9	211,978	19	201,614
10	210,918	20	200,606

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

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Phone: 858 573-1211 Attn: Energy Administrator

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SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

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Financing Party:

[To be provided by Provider when known]

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Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	
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Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Eastern Division Police Station Parking Lot		
	9225 Aero Drive,		
	San Diego, CA 92123		
	APN Number: 421-030-54-00		
Site diagram attached:	□ Yes □No		
	N		
Premises are leased by Purchaser	Not Applicable		
Lease termination date:	NY . A . 4' . 14		
Premises are owned by Purchaser	Not Applicable		
Name of Mortgagee (lender):	NY . A . 1' . 1.1		
For Rooftop installations	Not Applicable		
Rooftop Square footage:			
Type of Roofing: For Ground Mount installations	NT-4 A 1 1 1		
	Not Applicable		
Gross acreage of Premises: Acreage to be used for System:			
	9,432 sq ft		
For Canopy Mount installations Gross acreage of Premises:	9,432 Sq II		
Acreage to be used for System:			
Acreage to be used for System.			
B. Description of Solar System			
b. Description of Solar System			
Type:	Canopy system.		
Solar System Size:	[151.20] kW (DC) (representing an initial estimate, which may vary		
Solal System Size.	depending on the final design of the System)		
Module:	[SunEdison 335W]		
Wioduic.			
Inverter:	IEEE 1547 qualified		
in voluei.	1222 10 17 quantities		
C. Scope of Work			
Overview:	Design and supply grid-interconnected, canopy and roof solar electric		
	(PV) system		
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production		
	Annual Degradation: shall not exceed 0.5%		
Construction Start Date:	240 days from Effective Date		
Effective Date:			
Guaranteed Commercial	180 days from Construction Start Date		
Operation Date:			
D. Anticipated Subsidy or			
Rebate	\$0		

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.63
2	\$4.09
3	\$3.82
4	\$3.45
5	\$3.07
6	\$2.68
7	\$2.58
8	\$2.47
9	\$2.37
10	\$2.26
11	\$2.14
12	\$2.03
13	\$1.90
14	\$1.77
15	\$1.71
16	\$1.57
17	\$1.43
18	\$1.29
19	\$1.14
20	\$0.98

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchasertakes Title to the System (\$/Wdc, does not include costs of removal)	
5 th Anniversary	\$2.18	
6 th Anniversary	\$2.08	
7 th Annivers ary	\$1.97	
8 th Anniversary	\$1.87	
9 th Anniversary	\$1.76	
10 th Anniversary	\$1.64	
11 th Anniversary	\$1.53	
12 th Anniversary	\$1.40	
13 th Anniversary	\$1.27	
14 th Anniversary	\$1.21	
15 th Anniversary	\$1.03	
16 th Anniversary	\$0.90	
17 th Anniversary	\$0.76	
18 th Anniversary	\$0.61	
19 th Anniversary	\$0.45	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	233,453	11	222,039
2	232,286	12	220,929
3	231,124	13	219,824
4	229,968	14	218,725
5	228,819	15	217,632
6	227,675	16	216,544
7	226,536	17	215,461
8	225,403	18	214,384
9	224,276	19	213,312
10	223,155	20	212,245

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123 Phone: \$58,573,1211

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

[SunEdis on Origination1, LLC] c/o Sun Edis on LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date	
Phase I environmental site assessment	Not Applicable	
Reports on site sampling (soil or groundwater)	Not Applicable	
Land use restrictions imposed by governmental	Not Applicable	
authorities Lease restrictions on proposed solar installation	Not Applicable	
Cleanup plan, corrective action plan or permits	Not Applicable	
applicable to Premises		
Open spill reports or unresolved release reports	Not Applicable	
Known underground storage tanks, foundations,	Not Applicable	
utilities		
Utility easements or public rights of way	Not Applicable	
Completed closure or "cap" on buried waste or	Not Applicable	
other materials		
Systems in place for extracting and collecting	Not Applicable	
methane, groundwater or leachate		
Subject to the control of a trustee, group of	Not Applicable	
entities or entities other than landlord and/or		
Purchaser		

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Northern Division Police Station Rooftop & Parking Lot
	4275 Eastgate Mall,
	San Diego, CA 92037
	APN: 345-080-14-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	27,500 sq ft
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Torreson	Company gyatom
Type:	Canopy system.
	[201 00] W. (D.C.)
Solar System Size:	[321.30] kW (DC) (representing an initial estimate, which may vary
36.1.1	depending on the final design of the System)
Module:	[SunEdis on 335W]
Inverter:	IEEE 1547 qualified
inverter:	TEEE 1947 quaimeu
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy solar electric (PV)
Overview.	system
	Jown
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
1 01101 mance Qual antec.	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	2 to days nom Entoure Date
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	100 days noin Constitution start Date
D. Anticipated Subsidy or	
Rebate	\$0
Kenate	Ψ ⁰

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> take Title to the System (\$/Wdc including costs of removal)
1*	\$5.06
2	\$4.46
3	\$4.16
4	\$3.75
5	\$3.34
6	\$2.90
7	\$2.80
8	\$2.69
9	\$2.58
10	\$2.46
11	\$2.32
12	\$2.20
13	\$2.06
14	\$1.92
15	\$1.84
16	\$1.70
17	\$1.54
18	\$1.39
19	\$1.22
20	\$1.05

Purchase Date Occurs on the 91st day following:	Column 2 Early Termination Fee	
(Each "Anniversary" below	where Purcha serta kes Title	
shall refer to the anniversary	to the System	
of the Commercial Operation	(\$/Wdc, does <u>not</u> include	
Date)	costs of removal)	
5 th Anniversary	\$2.40	
6 th Anniversary	\$2.30	
7 th Anniversary	\$2.19	
8 th Anniversary	\$2.08	
9 th Anniversary	\$1.96	
10 th Anniversary	\$1.82	
11 th Anniversary	\$1.70	
12 th Anniversary	\$1.56	
13 th Anniversary	\$1.42	
14 th Anniversary	\$1.34	
15 th Anniversary	\$1.14	
16 th Anniversary	\$0.98	
17 th Anniversary	\$0.83	
18 th Anniversary	\$0.66	
19 th Anniversary	\$0.49	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	516,700		491,439
2	514,117	12	488,981
3	511,546	13	486,537
4	508,988	14	484,104
5	506,443	15	481,683
6	503,911	16	479,275
7	501,391	17	476,879
8	498,885	18	474,494
9	496,390	19	472,122
10	493,908	20	469,761

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

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Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:	:	I	The T	
•	Na	me.	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Southern Division Police Station Rooftop 1120 27 th Street
	San Diego, CA 92154
	APN Number: 634-030-20-00
Site diagram attached:	□ Yes □No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	NY . A . 1' . 1.1
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	19 600 ag ft
For Rooftop installations Rooftop Square footage:	18,600 sq. ft.
Type of Roofing:	
For Ground Mount installations	Not Applicable
Gross acreage of Premises:	1 Not rippiredoic
Acreage to be used for System:	
For Canopy Mount installations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Tymor	Roof
Туре:	K001
Calan Gratama Cima	100 9 I-W (DC)
Solar System Size: Module:	100.8 kW (DC) SunEdison 335w
wiodule:	Suitedison 333w
Inverter:	IEEE 1547 qualified
in verter.	and the try quantities
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
G	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	100 Jane from Compton tion Chart D. (
Guaranteed Commercial	180 days from Construction Start Date
Operation Date: D. Anticipated Subsidy or	
D. Anticipated Subsidy or Rebate	\$0
	I **

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.16	11	0.16
2	0.16	12	0.16
3	0.16	13	0.16
4	0.16	14	0.16
5	0.16	15	0.16
6	0.16	16	0.16
7	0.16	17	0.16
8	0.16	18	0.16
9	0.16	19	0.16
10	0.16	20	0.16

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha ser does <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.33
2	\$4.69
3	\$4.37
4	\$3.94
5	\$3.50
6	\$3.03
7	\$2.93
8	\$2.81
9	\$2.68
10	\$2.55
11	\$2.43
12	\$2.29
13	\$2.14
14	\$1.99
15	\$1.90
16	\$1.75
17	\$1.58
18	\$1.42
19	\$1.24
20	\$1.06

Purchase Date Occurs on the	Column 2
91 st day following:	Early Termination Fee
(Each "Anniversary" below	where Purcha serta kes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does <u>not</u> include
Date)	costs of removal)
<i>Dutte</i>	
4h	
5 th Annivers ary	\$2.53
6 th Annivers ary	\$2.43
7 th Annivers ary	\$2.31
8 th Anniversary	\$2.18
9 th Annivers ary	\$2.05
10 th Annivers ary	\$1.93
11 th Annivers ary	\$1.79
12 th Annivers ary	\$1.64
13 th Annivers ary	\$1.49
14 th Annivers ary	\$1.40
15 th Annivers ary	\$1.22
16 th Annivers ary	\$1.05
17 th Annivers ary	\$1.19
18 th Annivers ary	\$0.95
19 th Anniversary	\$0.71

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	161,482	11	153,587
2	160,675	12	152,819
3	159,871	13	152,055
4	159,072	14	151,295
5	158,277	15	150,538
6	157,485	16	149,786
7	156,698	17	149,037
8	155,914	18	148,292
9	155,135	19	147,550
10	154,359	20	146,812

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

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Phone: 858 573-1211 Attn: Energy Administrator

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With a copy to

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Financing Party:

[To be provided by Provider when known]

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In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	1.0011ppiiouoto
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

. / //\	By:
V 19/1	Name:
David T	Title:
Name: Karleen O'Connor Stern	Date

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Police Traffic Division Parking Lot
	9265 Aero Drive
	San Diego, CA 92123
	APN Number: 421-030-55-00
Site diagram attached:	□ Yes □No
C	
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	11,000 sq. ft.
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Type:	Canopy
Solar System Size:	164 kW (DC)
Module:	SunEdis on 335w
Inverter:	IEEE 1547 qualified
C C CYV I	
C. Scope of Work	De in a la calla de la calla d
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Doufoumon of Caragontee	Ninety percent (90%) of Estimated Annual Production
Performance Guarantee:	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	č
Effective Date:	240 days from Effective Date
	190 days from Construction Start D-t-
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	00
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.15	11	0.15
2	0.15	12	0.15
3	0.15	13	0.15
4	0.15	14	0.15
5	0.15	15	0.15
6	0.15	16	0.15
7	0.15	17	0.15
8	0.15	18	0.15
9	0.15	19	0.15
10	0.15	20	0.15

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha ser does <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)	
1*	\$5.01	
2	\$4.41	
3	\$4.12	
4	\$3.72	
5	\$3.30	
6	\$2.87	
7	\$2.76	
8	\$2.65	
9	\$2.54	
10	\$2.42	
11	\$2.30	
12	\$2.16	
13	\$2.03	
14	\$1.89	
15	\$1.82	
16	\$1.67	
17	\$1.52	
18	\$1.35	
19	\$1.19	
20	\$1.03	

Purchase Date Occurs on the	Column 2	
91 st day following:	Early Termination Fee	
(Each "Anniversary" below	where Purcha serta kes Title	
shall refer to the anniversary	to the System	
of the Commercial Operation	(\$/Wdc, does not include	
Date)	costs of removal)	
Date		
5th Anniversary	\$2.37	
6th Annivers ary	\$2.26	
7th Anniversary	\$2.15	
8th Anniversary	\$2.04	
9th Anniversary	\$1.92	
10th Anniversary	\$1.80	
11th Anniversary	\$1.66	
12th Anniversary	\$1.53	
13th Anniversary	\$1.39	
14th Anniversary	\$1.32	
15th Anniversary	\$1.13	
16th Anniversary	\$0.98	
17th Anniversary	\$0.82	
18th Anniversary	\$0.66	
19th Anniversary	\$0.49	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	261,752	11	248,955
2	260,443	12	247,710
3	259,141	13	246,472
4	257,845	14	245,239
5	256,556	15	244,013
6	255,273	16	242,793
7	253,997	17	241,579
8	252,727	18	240,371
9	251,463	19	239,169
10	250,206	20	237,973

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling(soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

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	Requirements	

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SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

. / //\	By:
V 19/1	Name:
David T	Title:
Name: Karleen O'Connor Stern	Date

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Western Division Police Station Parking Lot	
	5215 Gaines St.	
	San Diego, CA 92110	
	APN Number: 436-540-07-00	
Site diagram attached:	□ Yes □No	
Premises are leased by Purchaser	Not Applicable	
Lease termination date:		
Premises are owned by Purchaser	Not Applicable	
Name of Mortgagee (lender):		
For Rooftop installations	Not Applicable	
Rooftop Square footage:		
Type of Roofing:		
For Ground Mountinstallations	Not Applicable	
Gross acreage of Premises:		
Acreage to be used for System:		
For Canopy Mount installations	10,000 sq ft	
Gross acreage of Premises:		
Acreage to be used for System:		
B. Description of Solar System		
Type:	Canopy system.	
Solar System Size:	[158] kW (DC) (representing an initial estimate, which may vary	
-	depending on the final design of the System)	
Module:	[SunEdis on 335W]	
Inverter:	IEEE 1547 qualified	
C. Scope of Work		
Overview:	Design and supply grid-interconnected, canopy and roof solar electric	
	(PV) system	
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production	
	Annual Degradation: shall not exceed 0.5%	
Construction Start Date:	240 days from Effective Date	
Effective Date:		
Guaranteed Commercial	180 days from Construction Start Date	
Operation Date:		
D. Anticipated Subsidy or		
Rebate	\$0	
2200000	**	

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.63
2	\$4.09
3	\$3.82
4	\$3.45
5	\$3.07
6	\$2.68
7	\$2.58
8	\$2.47
9	\$2.37
10	\$2.26
11	\$2.14
12	\$2.03
13	\$1.90
14	\$1.77
15	\$1.71
16	\$1.57
17	\$1.43
18	\$1.29
19	\$1.14
20	\$0.98

Purchase Date Occurs on the	Column 2
91 st day following:	Early Termination Fee
(Each "Anniversary" below	where Purcha serta kes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does not include
Date)	costs of removal)
,	
5 th Anniversary	\$2.18
6 th Anniversary	\$2.08
7 th Anniversary	\$1.97
8 th Anniversary	\$1.87
9 th Anniversary	\$1.76
10 th Anniversary	\$1.64
11 th Anniversary	\$1.53
12 th Anniversary	\$1.40
13 th Anniversary	\$1.27
14 th Anniversary	\$1.21
15 th Anniversary	\$1.03
16 th Anniversary	\$0.90
17 th Anniversary	\$0.76
18 th Anniversary	\$0.61
19 th Anniversary	\$0.45

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	233,453		222,039
2		12	
	232,286		220,929
3		13	
	231,124		219,824
4		14	
-	229,968		218,725
5		15	
	228,819		217,632
6		16	
	227,675		216,544
7		17	
	226,536		215,461
8		18	
	225,403		214,384
9		19	
	224,276		213,312
10		20	
	223,155		212,245

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	N. 1. 11. 11.
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Da	<u>ate</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sa	n Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchas er acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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Schedule 1	Description of the Premises, System
	and Scope of Work
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
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	Requirements

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title:

Date

By: _____ Name: Karleen O'Connor Stern

Title: Secretary and General Counsel
Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Rancho Bernardo Senior Center Parking Lot
	18402 W. Bernardo Drive
	San Diego, CA 92127
	APN Number: 272-110-43-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	10,000 sq. ft.
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Туре:	Canopy
Type.	Сапору
Calan Crystone Cina	150 LW (DC)
Solar System Size: Module:	158 kW (DC) SunEdison 335w
Wiodule:	Suitedison 555w
Inverter:	IEEE 1547 qualified
inverter.	in the state of th
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate[*] (\$/kWh)	Year of System Term	\$/kWh Rate[*] (\$/kWh)
1	0.1525	11	0.1525
2	0.1525	12	0.1525
3	0.1525	13	0.1525
4	0.1525	14	0.1525
5	0.1525	15	0.1525
6	0.1525	16	0.1525
7	0.1525	17	0.1525
8	0.1525	18	0.1525
9	0.1525	19	0.1525
10	0.1525	20	0.1525

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$5.09
2	\$4.48
3	\$4.18
4	\$3.78
5	\$3.36
6	\$2.92
7	\$2.81
8	\$2.70
9	\$2.58
10	\$2.45
11	\$2.33
12	\$2.20
13	\$2.06
14	\$1.92
15	\$1.84
16	\$1.69
17	\$1.53
18	\$1.37
19	\$1.21
20	\$1.04

Purchase Date Occurs on the	Column 2
91 st day following:	Early Termination Fee
(Each "Anniversary" below	where Purcha serta kes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does not include
Date)	costs of removal)
2.0.09	
5th Anniversary	\$2.42
6th Anniversary	\$2.31
7th Anniversary	\$2.20
8th Anniversary	\$2.08
9th Anniversary	\$1.95
10th Anniversary	\$1.83
11th Anniversary	\$1.70
12th Anniversary	\$1.56
13th Anniversary	\$1.42
14th Anniversary	\$1.34
15th Anniversary	\$1.16
16th Anniversary	\$1.00
17th Anniversary	\$0.84
18th Anniversary	\$0.68
19th Anniversary	\$0.50

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	276,939	11	263,399
2	275,554	12	262,082
3	274,177	13	260,772
4	272,806	14	259,468
5	271,442	15	258,171
6	270,084	16	256,880
7	268,734	17	255,596
8	267,390	18	254,318
9	266,053	19	253,046
10	264,723	20	251,781

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Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
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Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
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- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System	
	and Scope of Work	
Schedule 2	kWh Rate	
Schedule 3	Early Termination Fee	
Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By: had 4		had g	
N	ame:	Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Rose Canyon Employee Parking Lot
	3775 Morena Boulevard
	San Diego, CA 92117
	APN Number: 676-030-01-00
C'4 - 1! 44 - 1 - 1	DV DV-
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	1 tot i ppilodole
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	TI
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	12,000 sq. ft.
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Type:	Canopy
Type.	Canopy
Solar System Size:	183 kW (DC)
Module:	SunEdison 335w
Module.	SuilEdison 333 W
Inverter:	IEEE 1547 qualified
	•
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	180 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate[*] (\$/kWh)	Year of System Term	\$/kWh Rate[*] (\$/kWh)
1	0.145	11	0.145
2	0.145	12	0.145
3	0.145	13	0.145
4	0.145	14	0.145
5	0.145	15	0.145
6	0.145	16	0.145
7	0.145	17	0.145
8	0.145	18	0.145
9	0.145	19	0.145
10	0.145	20	0.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.72
2	\$4.16
3	\$3.88
4	\$3.51
5	\$3.13
6	\$2.72
7	\$2.62
8	\$2.51
9	\$2.41
10	\$2.30
11	\$2.18
12	\$2.06
13	\$1.93
14	\$1.81
15	\$1.73
16	\$1.59
17	\$1.45
18	\$1.30
19	\$1.15
20	\$1.00

Purchase Date Occurs on the	Column 2
91 st day following:	Early Termination Fee
(Each "Anniversary" below	where Purcha serta kes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does <u>not</u> include
Da te)	costs of removal)
5th Anniversary	\$2.22
6th Annivers ary	\$2.12
7th Annivers ary	\$2.01
8th Annivers ary	\$1.91
9th Annivers ary	\$1.80
10th Anniversary	\$1.68
11th Anniversary	\$1.56
12th Anniversary	\$1.43
13th Anniversary	\$1.31
14th Anniversary	\$1.23
15th Anniversary	\$1.05
16th Anniversary	\$0.91
17th Anniversary	\$0.76
18th Anniversary	\$0.61
19th Anniversary	\$0.46

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	285,012	11	271,078
2	283,587	12	269,722
3	282,169	13	268,374
4	280,758	14	267,032
5	279,354	15	265,697
6	277,958	16	264,368
7	276,568	17	263,046
8	275,185	18	261,731
9	273,809	19	260,423
10	272,440	20	259,120

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123 Phone: 858 573-1211

Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date of the International Control of the	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of _______, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. <u>Initial Term</u>. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until terminated earlier pursuant to the provisions of the Agreement.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System
	and Scope of Work
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and
	Requirements

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By:

Name: Title: Date

By:		1	A Inoly I	
•	Na	me:	Karleen O'Connor Sterr	1

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Serra Mesa/Kearny Mesa Library Parking Lot
	9005 Aero Drive
	San Diego, CA 92123
	APN Number: 421-300-07-00
Site diagram attached:	☐ Yes ☐No
Premises are leased by Purchaser	Not Applicable
Lease termination date:	
Premises are owned by Purchaser	Not Applicable
Name of Mortgagee (lender):	
For Rooftop installations	Not Applicable
Rooftop Square footage:	
Type of Roofing:	
For Ground Mountinstallations	Not Applicable
Gross acreage of Premises:	
Acreage to be used for System:	
For Canopy Mount installations	9,000 sq. ft.
Gross acreage of Premises:	
Acreage to be used for System:	
B. Description of Solar System	
Туре:	Canopy
1 ypc.	Canopy
Solar System Size:	138.6 kW (DC)
Module:	SunEdison 335w
Module.	SuilEdison 333 w
Inverter:	IEEE 1547 qualified
111,01601.	1
C. Scope of Work	
Overview:	Design and supply grid-interconnected, canopy and roof solar electric
	(PV) system
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production
	Annual Degradation: shall not exceed 0.5%
Construction Start Date:	240 days from Effective Date
Effective Date:	
Guaranteed Commercial	180 days from Construction Start Date
Operation Date:	
D. Anticipated Subsidy or	
Rebate	\$0

II. Schedule 2 - - kWh Rate

^{*}The Solar System Size set forth in the table above is preliminary and will be updated upon final design of the System.

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	0.16	11	0.16
2	0.16	12	0.16
3	0.16	13	0.16
4	0.16	14	0.16
5	0.16	15	0.16
6	0.16	16	0.16
7	0.16	17	0.16
8	0.16	18	0.16
9	0.16	19	0.16
10	0.16	20	0.16

III. Schedule 3 – Early Termination Fee

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

Early	Column 1	
Termination	Early Termination Fee where	
Occurs in Year:	Purcha ser does <u>not</u> take Title	
	to the System (\$/Wdc	
	including costs of removal)	
1*	\$5.36	
2	\$4.71	
3	\$4.39	
4	\$3.97	
5	\$3.52	
6	\$3.05	
7	\$2.94	
8	\$2.82	
9	\$2.70	
10	\$2.57	
11	\$2.43	
12	\$2.29	
13	\$2.14	
14	\$1.99	
15	\$1.92	
16	\$1.76	
17	\$1.60	
18	\$1.43	
19	\$1.24	
20	\$1.07	

Purchase Date Occurs on the	Column 2
91st day following:	Early Termination Fee
(Each "Anniversary" below	where Purchasertakes Title
shall refer to the anniversary	to the System
of the Commercial Operation	(\$/Wdc, does <u>not</u> include
Da te)	costs of removal)
5th Anniversary	\$2.55
6th Anniversary	\$2.44
7th Anniversary	\$2.32
8th Anniversary	\$2.20
9th Anniversary	\$2.07
10th Anniversary	\$1.93
11th Anniversary	\$1.79
12th Anniversary	\$1.64
13th Anniversary	\$1.49
14th Anniversary	\$1.42
15th Anniversary	\$1.22
16th Anniversary	\$1.06
17th Anniversary	\$0.89
18th Anniversary	\$0.71
19th Anniversary	\$0.54

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	222,453	11	211,577
2	221,341	12	210,519
3	220,234	13	209,467
4	219,133	14	208,419
5	218,037	15	207,377
6	216,947	16	206,340
7	215,862	17	205,309
8	214,783	18	204,282
9	213,709	19	203,261
10	212,641	20	202,245

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123 Phone: 858 573-1211

Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wiscons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francis co, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling(soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental	Not Applicable
authorities	
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits	Not Applicable
applicable to Premises	
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations,	Not Applicable
utilities	
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or	Not Applicable
other materials	
Systems in place for extracting and collecting	Not Applicable
methane, groundwater or leachate	
Subject to the control of a trustee, group of	Not Applicable
entities or entities other than landlord and/or	
Purchaser	

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this day of	_, 201
(or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Da	<u>te</u> "),
between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and City of Sar	n Diego,
a municipal corporation ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").	

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

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WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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	and Scope of Work	
Schedule 2	kWh Rate	
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Schedule 4	Estimated Annual Production	
Schedule 5	Notice Information	
Schedule 6	Site-Specific Information and	
	Requirements	

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

CITY OF SAN DIEGO

By: Jan	Name: Title: Date
Name: Karleen O'Connor Stern	

Title: Secretary and General Counsel Date: Friday, October 09, 2015

SCHEDULES

I. Schedule 1: Description of the Premises, System and Scope of Work

A. Premises	Tierrasanta Community Pool Parking Lot		
	11238 Clairemont Mesa Blvd,		
	San Diego, CA 92124		
	APN Number: 373-080-05-00		
Site diagram attached:	☐ Yes ☐No		
Premises are leased by Purchaser	Not Applicable		
Lease termination date:			
Premises are owned by Purchaser	Not Applicable		
Name of Mortgagee (lender):			
For Rooftop installations	Not Applicable		
Rooftop Square footage:			
Type of Roofing:			
For Ground Mountinstallations	Not Applicable		
Gross acreage of Premises:			
Acreage to be used for System:			
For Canopy Mount installations	16,113 sq ft		
Gross acreage of Premises:			
Acreage to be used for System:			
B. Description of Solar System			
T			
Type:	Canopy system.		
Solar System Size:	[258.30] kW (DC) (representing an initial estimate, which may vary		
	depending on the final design of the System)		
Module:	[SunEdis on 335W]		
Inverter:	IEEE 1547 qualified		
C. Scope of Work			
Overview:	Design and supply grid-interconnected, canopy and roof solar electric		
	(PV) system		
D C	N' (000/) CE (11 12 12 1 1		
Performance Guarantee:	Ninety percent (90%) of Estimated Annual Production		
	Annual Degradation: shall not exceed 0.5%		
Construction Start Date:	180 days from Effective Date		
Effective Date:	100.1 6 0 1 1 0 1 5		
Guaranteed Commercial	180 days from Construction Start Date		
Operation Date:			
D. Anticipated Subsidy or			
Rebate	\$0		

^{*}The Solar System Size set forth in the table above is preliminary will be updated upon final design of the System.

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate (\$/kWh)	Year of System Term	\$/kWh Rate (\$/kWh)
1	.145	11	.145
2	.145	12	.145
3	.145	13	.145
4	.145	14	.145
5	.145	15	.145
6	.145	16	.145
7	.145	17	.145
8	.145	18	.145
9	.145	19	.145
10	.145	20	.145

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purcha serdoes <u>not</u> ta ke Title to the System (\$/Wdc including costs of removal)
1*	\$4.91
2	\$4.32
3	\$4.04
4	\$3.65
5	\$3.25
6	\$2.82
7	\$2.72
8	\$2.62
9	\$2.50
10	\$2.38
11	\$2.26
12	\$2.13
13	\$2.00
14	\$1.86
15	\$1.79
16	\$1.64
17	\$1.49
18	\$1.34
19	\$1.18
20	\$1.02

Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purcha serta kes Title to the System (\$/Wdc, does not include costs of removal)	
5 th Anniversary	\$2.32	
6 th Anniversary	\$2.22	
7 th Anniversary	\$2.12	
8 th Anniversary	\$2.00	
9 th Anniversary	\$1.88	
10 th Anniversary	\$1.76	
11 th Anniversary	\$1.63	
12 th Anniversary	\$1.50	
13 th Anniversary	\$1.36	
14 th Anniversary	\$1.29	
15 th Anniversary	\$1.10	
16 th Anniversary	\$0.95	
17 th Anniversary	\$0.80	
18 th Anniversary	\$0.64	
19 th Annivers ary	\$0.48	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

^{*}Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
	420,254		399,708
2		12	
	418,153		397,709
3		13	
	416,062	10	395,721
4		14	
	413,982		393,742
5		15	
	411,912	10	391,774
6		16	
	409,852		389,815
7		17	
	407,803		387,866
8		18	
	405,764		385,926
9		19	
	403,735		383,997
10		20	
	401,717		382,077

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:

City of San Diego Environmental Service Department 9601 Ridgehaven Court, Suite 310, MS 1103A San Diego, CA 92123

Phone: 858 573-1211 Attn: Energy Administrator

Provider:

SunEdison Government Solutions, LLC c/o Sun Edison LLC 7550 Wis cons in Ave., 9th Floor Bethes da, MD 20814 1-888-786-3347

With a copy to

General Counsel 44 Montgomery St., Suite 2200 San Francisco, CA 94104 Tel. (415) 986-8038

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 - Site Specific Information and Requirements

In accordance with Section 7.2(h) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

Type of Information	Information Delivered to Provider as of the Effective Date
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or "cap" on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

COOPERATIVE PROCUREMENT CONTRACT BETWEEN THE CITY OF SAN DIEGO

AND

SUNEDISON GOVERNMENT SOLUTIONS, LLC FOR SOLAR FACILITIES AND THE PURCHASE OF PHOTOVOLTAIC ELECTRICITY

I. RECITALS

- A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego ("City") to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.
- B. The Schools Project for Utility Rate Reduction ("SPURR"), a California Joint Powers Agency, issued a request for proposals for the installation of solar photovoltaic generating facilities on schools at various locations throughout California, and for the schools' purchase of the electricity so generated, by publishing notice of the solicitation in the Sacramento Bee as well as by directly notifying over thirty-five (35) solar photovoltaic installation firms.
- C. On December 5, 2014, based on the results of the competitive process, SPURR awarded a contract to SunEdison, LLC and executed the Renewable Energy Aggregated Procurement Program Master Confirmation with SunEdison, LLC (the "REAP Master Confirmation"), a copy of which is attached hereto as Exhibit 1.
- D. On August 1, 2015, the REAP Master Confirmation was amended by that certain SPURR REAP Master Confirmation Amendment 1 (the "Confirmation Amendment"), a copy of which is attached hereto as Exhibit 2, pursuant to which, among other things, the REAP Master Confirmation was made available to any public agency in California. The REAP Master Confirmation, as amended by the Confirmation Amendment, may be referred to herein as the "Agency Agreement," and the program pursuant to which the Agency Agreement was made available to all public agencies in California may be referred to herein as the "SPURR REAP Program."
- E. The Agency Agreement is specifically intended by SPURR to provide transparent, pre-proposed and negotiated pricing for solar projects so as to be available for joint and cooperative use by and between SunEdison, LLC and its affiliates, on the one hand, and any eligible school district or other public agency in California ("Participants"), on the other hand.
- F. The Agency Agreement incorporates certain standard terms and conditions contained in Power Purchase Agreement General Terms and Conditions (the "PPA General Terms"), a copy of which is attached hereto as <u>Exhibit 3</u>.

Cooperative Procurement Contract Effective: May 1, 2015 OCA Document No. 845112 3

- G. In connection with any Participant's solar project, the Agency Agreement and the PPA General Terms contemplate the execution of certain project site-specific Special Terms and Conditions (the "PPA Special Conditions"), a form of which is attached hereto as <u>Exhibit 4</u>.
- H. The City desires to have solar photovoltaic electric generating systems developed at twenty-five (25) City facility sites (the "City Sites") on the basis of a power purchase agreement rather than City ownership of the solar generating systems, and on July 16, 2015, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.
- I. SunEdison Government Solutions LLC ("Contractor"), as City's counterparty to the PPA General Terms and the PPA Special Conditions for each of the City Sites (the PPA General Terms and the PPA Special Conditions for each such City Site, collectively a "PPA"), will provide the same terms and conditions (including pricing) to City as offered to SPURR for the provision of solar photovoltaic services to the City facilities electricity consistent with the terms and conditions of the Agency Agreement, except as modified herein.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Cooperative Procurement Contract between the City of San Diego and SunEdison Government Solutions, LLC for Solar Facilities and the Purchase of Photovoltaic Electricity (this "Contract"), and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

- 1. <u>Incorporation of Recitals</u>. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.
- 2. <u>Incorporation of the SPURR REAP Program Documents</u>. The Agency Agreement is hereby fully incorporated by reference including the REAP Master Confirmation, the PPA General Terms and the PPA Special Conditions, as they have been completed and stated with the accord of both parties separately for each City Site.
- 3. <u>Incorporation of City of San Diego PPA Special Provisions</u>. For each PPA, the PPA General Terms shall be modified so as to include the additional terms and conditions set forth in <u>Exhibit 5</u> hereto (the "City of San Diego PPA Special Provisions").
- 4. <u>Effective Date</u>. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney. City shall notify Contractor promptly after approval of this Contract by the City Attorney has been obtained.
- 5. <u>Compliance with Controlling Laws</u>. In connection with its performance of each PPA, Contractor shall comply with all applicable local, state and federal laws and regulations. In addition, Contractor shall promptly comply with all directives issued by City or its authorized representatives under authority of any laws, statues, ordinances, rules or regulations.

Cooperative Procurement Contract Effective: May 1, 2015

- 6. <u>Governing Law</u>. This Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7. <u>Jurisdiction and Venue</u>. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

III. CONTRACT ADMINISTRATOR

- 1. <u>Contract Administrator</u>. The City of San Diego Environmental Services Department Energy and Sustainability Division is the Contract Administrator for the purposes of this Contract and each PPA.
- 2. <u>Notices</u>. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the City's Environmental Services Department. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

City of San Diego Environmental Services Department Energy and Sustainability Division Attention: Deputy Director 9621 Ridgehaven Court San Diego, CA 92123

SunEdison Government Solutions, LLC Attention: Karleen Stern, Regional General Counsel 44 Montgomery Street, Suite 2200 San Francisco, CA 94104

IV. COMPENSATION

1. City shall pay Contractor for the solar services as provided in each PPA.

V. CONTRACT

1. <u>Contract Documents</u>. This Contract consists of this Contract and its Exhibits, including the Agency Agreement, the PPA General Terms, the PPA Special Conditions and the City of San Diego PPA Special Provisions which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These Contract Documents together with this

Cooperative Procurement Contract Effective: May 1, 2015

Contract contain all the terms and conditions of the agreement between City and Contractor regarding the subject matter of this Contract.

- 2. <u>Contract Interpretation</u>. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.
- 3. <u>Precedence</u>. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. The order of precedence from highest to lowest is as follows:
 - 1st This Contract
 - 2nd The City of San Diego PPA Special Provisions
 - 3rd The PPA Special Conditions on a site specific basis
 - 4th The PPA General Terms and Conditions
 - 5th The Agency Agreement
- 4. <u>Counterparts</u>. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.
- 5. <u>Public Agencies</u>. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.
- 6. <u>Separate PPAs</u>. For the avoidance of doubt, City and Contractor acknowledge and agree that notwithstanding the fact that this Contract covers twenty-five (25) City Sites, each City Site will have its own PPA Special Conditions, which together with the PPA General Terms and the City of San Diego PPA Special Provisions shall constitute an independent and separate PPA. Without limiting the generality of the preceding sentence, and for purposes of example only, each PPA for a City Site will have its own separate provisions for default and termination and purchase options, such that the termination of a PPA by either City or Contractor will have no effect on any other PPA, and City's exercise of its purchase option under a PPA may be exercised (or not exercised) independently of all other PPAs.

[SIGNATURE PAGE FOLLOWS]

Cooperative Procurement Contract Effective: May 1, 2015

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IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

SUNEDISON GOVERNMENT SOLUTIONS LLC

THE CITY OF SAN DIEGO

By:	
Name:	Karleen O'Connor Stern

Title: Secretary and General Counsel

Date: Friday, October 09, 2015

Ву:
Name:
Title:
Date:
Approved as to form this day of, 20
JAN I. GOLDSMITH, City Attorney
By: Deputy City Attorney
Print Name:

REAP MASTER CONFIRMATION

CONFIRMATION AMENDMENT

PPA GENERAL TERMS

FORM OF PPA SPECIAL CONDITIONS

CITY OF SAN DIEGO PPA SPECIAL PROVISIONS

- 1. Prevailing Wages. By signing this Contract, Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1 <u>Compliance with Prevailing Wage Requirements</u>. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1 Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may found be http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2 <u>Penalties for Violations</u>. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing

wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.

- 1.3 Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor and their subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- 1.4 <u>Apprentices</u>. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5 <u>Working Hours</u>. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 2. <u>City Mandated Clauses and Requirements</u>. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, the City mandated clauses and requirements in this Section throughout the duration of the Contract:
 - 2.1 <u>Drug-Free Workplace Certification</u>. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

- 2.2 <u>ADA Certification</u>. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.
- 2.3 Non-Discrimination Requirements.
 - 2.3.1 <u>Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP)</u>. Contractor shall comply with the City's EOCP requirements.. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.
 - 2.3.2 <u>Non-Discrimination Ordinance</u>. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.
 - 2.3.3 <u>Compliance Investigations</u>. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.
- 2.4 <u>Business Tax Certificate (BTC)</u>. Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its BTC to the City before a Contract is executed.
- 2.5 <u>Product Endorsement</u>. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.



Date of Notice: July 7, 2015

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

WBS No. 21003627

PROJECT NAME/NUMBER: POWER PURCHASE AGREEMENT (PPA) TO INSTALL SOLAR
PHOTOVOLTAIC (PV) ELECTRIC GENERATING SYSTEMS AT
EXISTING CITY FACILITIES

COMMUNITY PLAN AREA: Citywide

COUNCIL DISTRICT: All City Council Districts

LOCATION: Citywide

PROJECT DESCRIPTION: MAYOR APPROVAL of a Power Purchase Agreement (PPA) that would allow a solar power service provider (Provider) to design, permit, install, own, operate, and maintain Solar Photovoltaic (PV) Generating Systems at approximately 200 existing and previously developed City facilities in order to sell the renewable energy produced to the City at an agreed upon rate that is competitive with rates offered by San Diego Gas and Electric (SDG&E). Provider shall supply all work and labor, services and equipment necessary to produce fully operational solar PV systems at City facilities (See attached list for specific locations) Work would include but would not be limited to facility improvements such as electrical, mechanical, structural, foundation, equipment pads and structures, trenching and conduit installation, including potential roof or electrical cabinet upgrades, replacements or modifications, as needed to ensure a successful, safe solar PV system that can operate for 20 years or longer. Each solar PV system will range in size from approximately 50 Kilowatts (KW) to 1 Megawatt (MW) and will include both roof mounted (buildings, accessory structures) and rack/canopy mounted structures in parking lots. Solar PV system installations shall consider facility, parking areas and the surroundings in order to minimize visual or related impacts. Where roof parapets exist, installations shall attempt to use the parapets for screening. Any off-street lights impacted by canopy mounted systems will be re-designed to conform to City standards. City facilities where the PV systems will be installed are designated historical resources and/or within historic districts and have been reviewed by the City Planning Department - Historical Resources staff for consistency with the Secretary of the Interior Standards.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego, Mayor-Appointed Designee

ENVIRONMENTAL DETERMINATION: Statutorily exempt from CEQA pursuant to Public Resources Code 21080.35¹

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee (Planning Department)

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review and determined the project meets the criteria set forth in the Public Resources Code Section 21080.35 and CEQA State Guidelines which allows for installation of a solar energy system on the roof of an existing building or at an existing parking lot provided the following provisions of PRC Section 21080.35 (b-f) have been met: 1) No impacts to plants protected by the Native Plant Protection Act; 2) No impacts to wetlands or riparian areas regulated by local as well as Section 401 or 404 of the federal Clean Water Act; 3) No waste discharge pursuant to the PorterCologne Water Quality Control Act; 4)No impacts requiring an individual take permit for species protected under the federal Endangered Species Act of 1973 or the California Endangered Species Act; 5) No impacts requiring a streambed alteration permit pursuant to the California Fish and Game Code; 6) No removal of a tree required to be planted, maintained, or protected pursuant to local, state, or federal requirements, unless the tree dies and there is no requirement to replace the tree; and 7) No removal of a native tree over 25 years old as determined by an arborist. The project would not include any transmission or distribution facility or connection, only an interconnection required from the City facility to existing SDG&E infrastructure. In addition, each Provider will be required to obtain necessary City, SDG&E, or other related state permits prior to the solar PV system installation; at which time, City staffwould review against City standards and determine conformance with the Public Resources Code for equipment location and size to further illustrate that no local, state or federal environmentally sensitive resources would be impacted as further described in PRC Section 21080.35.

CITY PROJECT MANAGER: Lorie Cosio-Azar

MAILING ADDRESS: 9601 Ridgehaven Court, Suite 300, MS 1103A

San Diego, CA 92123

PHONE NUMBER: (858) 627-3352

On July 7, 2015 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this project, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**July 21**, **2015**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.