

Resolution No. 12:16-17

APPROVE FIRST AMENDMENT TO POWER PURCHASE AGREEMENT AND REVISED SOLAR SITE EASEMENT AGREEMENT BETWEEN PERRIS UNION HIGH SCHOOL DISTRICT AND SOL SYSTEMS, LLC

WHEREAS, on August 17, 2016, the Perris Union High School District ("District") and Sol Systems, LLC ("Sol Systems") entered into a Power Purchase Agreement ("PPA"), pursuant to which Sol Systems, through OpTerra Energy, Inc., will construct, install, operate and maintain solar photovoltaic systems on selected District sites;

WHEREAS, on the same date, the District approved a form Solar Site Easement Agreement ("Easement Agreement") to be used at each site where the solar facilities will be installed;

WHEREAS, District and Sol Systems wish to amend the PPA and revise the form Easement Agreement in order to change the location of one solar array and clarify language for Sol Systems' financing requirements;

WHEREAS, under the PPA, the District has an obligation to cooperate with Sol Systems in its attempts to acquire financing;

WHEREAS, changing the location of one solar array from the Bus Barn/Maintenance yard to the adjacent CMI campus will still offset the electricity bill at the Bus Barn/Maintenance Yard;

WHEREAS, the remaining changes to the PPA and Easement Agreement are non-substantive and will facilitate implementation of the project;

NOW THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct;

BE IT FURTHER RESOLVED that the District hereby approves the First Amendment to the PPA and the revised form Easement Agreement in substantially the same form as documents attached as Exhibits A and B.

BE IT FURTHER RESOLVED that the Board authorizes the Superintendent or his designee, to make any revisions necessary to effect the intent of the parties and to execute the final First Amendment and revised Easement Agreement.

BE IT FURTHER RESOLVED that the Superintendent or his designee, is authorized to take other actions and execute other agreements and documentation as necessary to effect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Perris Union High School District, Riverside County, California, on March 15, 2017 at a duly noticed meeting by the following vote:

AYES: _____ NOS: _____ ABSTAIN: _____ ABSENT: _____

I, _____, _____, hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on March 15, 2016.

Dated: March 15, 2017

President, Board of Trustees
Perris Union High School District

Certified a True Copy:

Clerk, Board of Trustees
Perris Union High School District

EXHIBIT A

(First Amendment to Power Purchase Agreement)

FIRST AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT

This First Amendment to Solar Power Purchase Agreement (this “*First Amendment*”) is entered into as of March 15, 2017 (the “*First Amendment Effective Date*”), by and between Sol Systems, LLC, a Delaware limited liability company (“*Seller*”) and Perris Union High School District, a public school district organized and operating under the laws of the State of California (“*Customer*”). Each of Seller and Customer may also be referred to herein as a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, Seller and Customer entered into that certain Solar Power Purchase Agreement, dated as of August 17, 2016 (the “*Original Agreement*” and as amended hereby, the “*Agreement*”); and

WHEREAS, Seller and Customer wish to amend the Original Agreement as set forth herein to modify the number of Properties and to make certain additional clarifications related thereto; and

WHEREAS, Seller and Customer wish to further amend the Original Agreement as set forth herein to extend the CP Cutoff Date as it relates to (i) the date Seller must obtain all required Approvals (other than the Local Utility interconnection approvals) and (ii) the date Seller must have completed engineering reviews and Installation Site assessments.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties hereto hereby agree as follows:

AGREEMENT

1. **AMENDMENTS TO THE ORIGINAL AGREEMENT.** Seller and Customer agree to the revisions and amendments to the sections of the Original Agreement listed below.

2. **SEVENTH RECITAL.**

2.1. The seventh Recital of the Original Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, concurrently herewith, Customer and Seller have agreed upon the form of easement agreement (“Easement Agreement”), which is attached as Attachment G and incorporated herein by this reference, pursuant to which Customer has agreed to grant easements to Seller on and over Customer’s Properties listed in Attachment A;

3. **ARTICLE 1. DEFINED TERMS**

3.1. The definition of “Commercial Operation” in Article 1 of the Original Agreement is hereby amended and restated in its entirety as follows:

“Commercial Operation” means, with respect to each Solar Facility, when such Solar Facility begins generating and making available Electricity to the Customer and all necessary Approvals for the sale and delivery to the Customer of that Electricity have been obtained.”

3.2. The following new definition of “Delay Damages” is hereby added to Article 1 of the Original Agreement in alphabetical order thereto:

“Delay Damages” has the meaning set forth in Section 2.1.3 (Delay Damages).

3.3. The following new definition of “Delay Damages Period” is hereby added to Article 1 of the Original Agreement in alphabetical order thereto:

“Delay Damages Period” has the meaning set forth in Section 2.1.3 (Delay Damages).”

3.4. The following new definition of “Easement Agreement” is hereby added to Article 1 of the Original Agreement in alphabetical order thereto:

“Easement Agreement” means those certain easement agreements, the form of which is attached hereto as Attachment G, to be entered into by and between Customer and Seller pursuant to which Customer shall grant to Seller an easement in, on, over, across and through the Properties for installation, operation and maintenance of the Solar Facilities, including transmission lines and a temporary easement area for construction.”

3.5. The following new definition of “Mechanical Completion” is hereby added to Article 1 of the Original Agreement in alphabetical order thereto:

“Mechanical Completion” means, with respect to each Solar Facility, that Seller has completed the design, engineering, procurement, construction and cold commissioning of such Solar Facility in accordance with this Agreement and the following has been completed: (a) the connection of all equipment to other applicable equipment of the Solar Facility as required including all wiring, controls, and safety systems; and (b)(i) all instruments and relays have been installed and are functional, (ii) all required protective and control features are operational, and (iii) other than interconnection, the Solar Facility is ready for Commercial Operation.”

3.6. The following new definition of “Minimum Purchase Value” is hereby added to Article 1 of the Original Agreement in alphabetical order thereto:

“Minimum Purchase Value” means, on any date of determination, the applicable amount specified for such date on Attachment F to this Agreement.”

4. **ARTICLE 2. INSTALLATION OF SOLAR FACILITY**

4.1. **SECTION 2.1** Section 2.1 of the Original Agreement (Installation of Solar Facility) is hereby amended and restated in its entirety as follows:

“2.1.1 Installation Milestones.

- (a) No later than June 30, 2017, Seller shall commence installation of the Solar Facilities on the Properties, substantially in accordance with the terms of this Agreement and each applicable easement and at the sole cost of Seller.
- (b) Seller shall achieve Mechanical Completion for the Solar Facilities by August 1, 2017. After such date, Seller may proceed with the remaining work for installation of each Solar Facility; *provided* that (i) Seller shall use commercially reasonable efforts to minimize interference with the Customer’s operations at the applicable Property between Customer’s normal operating hours of 7:30 a.m. and 4:30 p.m., and (ii) Seller shall, at Customer’s request, promptly meet and confer with Customer with respect to the progress schedules to complete installation of the Solar Facilities and provide a plan as to the measures that Seller has taken, or will take, to minimize interference with Customer’s operations during normal operating hours for the remainder of the installation activities.

2.1.2 Delay Damages.

- (a) Notwithstanding any other term in this Agreement or any Easement Agreement to the contrary, if Seller has not achieved Mechanical Completion for a Solar Facility by August 1, 2017, it is understood, acknowledged and agreed that Customer may suffer damages to the extent the delays result in increased costs in energy bills that the Customer would have avoided if Seller had timely completed the installation, in which case until the earlier of the date such Solar Facility has achieved Mechanical Completion and August 1, 2018 (the “Delay Damages Period”), Seller shall reimburse Customer in an amount (“Delay Damages”) equal to (a) the incremental out-of-pocket actual cost in excess of the Contract Price that Customer reasonably incurred to purchase replacement power, multiplied by (b) the reasonably expected output of Electricity from such Solar Facility that would have been delivered to the Delivery Point during such Delay Damages Period, as proportionally adjusted in accordance with Section 3.13.2 and Section 13.1.
- (b) Beginning approximately ten (10) days after the end of the first (1st) month of the Delay Damages Period and on or about the tenth (10th) day after the end of each month thereafter during the Delay Damages Period, Customer shall render to Seller supporting

documentation of the incremental out-of-pocket actual cost in excess of the Contract Price that Customer reasonably incurred to purchase replacement power during the prior month for the applicable Property. Payment for Delay Damages due and owing (if any) shall be made to Customer by Seller not later than thirty (30) days after Customer delivers such documentation to Seller. Payment of such Delay Damages shall be Customer's sole and exclusive remedy during the Delay Damages Period for any failure by Seller to timely achieve Mechanical Completion.

2.1.3 Installation. Seller shall have the right to install the Solar Facilities and all related transmission lines, cables, fixtures, utilities, metering and Interconnection Equipment on the Properties in the approximate initial locations described in Attachment A hereto (each, an "Installation Site"). Each Solar Facility shall have the size and specifications set out in Attachment B. Customer shall have the right to review and approve all construction plans, including engineering evaluations of the impact of each Solar Facility on the structural integrity and strength of the location where that Solar Facility is installed, *provided* that such approval (x) shall not be unreasonably withheld or conditioned, (y) shall not impose requirements inconsistent with those contained in this Agreement or in the Easement Agreement, and (z) shall be completed no later than ten (10) days after receipt by Customer. The construction plans shall be deemed approved if Customer has not notified Seller of disapproval after the ten-day period described above. Notwithstanding anything herein, whenever a material, article, process or piece of equipment is identified by reference to manufacturer's or vendors' name, trade name, model, catalog number or the like, it is so identified for the purpose of establishing a standard of quality and Seller may, at its option, use any equipment, material, article or process so long as it is equal in quality and performance to that named."

4.2. **SECTION 2.2.** Section 2.2 of the Original Agreement (Seller's Responsibility for Performance of the Work) is hereby amended and restated in its entirety as follows:

"Seller shall furnish directly, or through subcontractors or suppliers, all professional expertise, management, labor, materials, supplies, fixtures, technology, equipment, skills, tools and machinery, testing and supervision, for the installation of the Solar Facilities at the Properties. Seller shall enter into, and shall be entitled to enforce, an engineering, procurement and construction contract ("***EPC Contract***") with OpTerra Energy Services, Inc. ("***OpTerra***") as the prime contractor for the construction and installation of the Solar Facilities in accordance with the terms and conditions of this Agreement and the EPC Contract. During construction and installation, Customer will interact with OpTerra or its designated agent to resolve issues that may arise on a day-to-day basis. Notwithstanding the foregoing, Seller remains responsible for all aspects of the design and construction of the Solar Facilities in accordance with this Agreement and therefore Seller shall be involved in any interactions that will address cost, changes in scope, schedule or other like material issues."

4.3. **SECTION 2.3.** Section 2.3 of the Original Agreement (Minimization of Inconvenience; Interruptions) is hereby amended and restated in its entirety as follows:

“During the installation of the Solar Facilities, Seller shall use all reasonable commercial efforts to minimize any inconvenience and interference to Customer. Notwithstanding the foregoing, Customer recognizes that during the installation of the Solar Facilities, Customer shall be temporarily restricted from access to the Installation Sites where installation activities are ongoing and that Customer’s normal activities on such Installation Sites shall be interrupted during this time. Customer further recognizes that during the installation of the Solar Facilities, there may be interruptions in utility services (including electricity) to some or all of the Customer’s Property and Customer waives and releases Seller for any damages which Customer incurs during such interruptions of utility services other than personal injury or property damages caused by Seller’s gross negligence or willful misconduct. If Seller knows there will be a “planned” outage, Seller agrees to notify Customer in sufficient time to allow for Customer to take appropriate actions to minimize any interruptions. Seller shall use all reasonable commercial efforts to minimize any such interruptions or outages.”

4.4. **SECTION 2.12.** The introductory paragraph of Section 2.12 of the Original Agreement (Division of State Architect (DSA) Inspections) is hereby amended and restated in its entirety as follows:

“Seller shall have the right to approve all inspection companies, including the inspector of record, required in connection with the approval of the Solar Facilities by the Division of the State Architect (the “DSA”). Where required, Customer shall contract directly with DSA inspectors but Seller shall be responsible for reimbursing the Customer, within sixty (60) days after the date the final Solar Facility achieves Commercial Operation, for Customer’s payments under any such contract up to a maximum of One Hundred Thousand Dollars (\$100,000) for inspection of the Solar Facilities in the aggregate, upon receipt of written documentation of such costs from Customer. The rights and obligations of Customer and Seller under this Section 2.12 shall be subject to the following guidelines:”

4.5. **SECTION 2.14.** Section 2.14 of the Original Agreement (Completion of Installation) is hereby amended and restated in its entirety as follows:

“2.14 Certificates of Mechanical Completion

With respect to each Solar Facility, Seller shall give written notice within five (5) days after the installation of such Solar Facility is Mechanically Complete and shall execute and deliver to Customer a certificate of Mechanical Completion certifying that such Solar Facility has achieved Mechanical Completion.”

4.6. **SECTION 2.15.** Section 2.15 of the Original Agreement (Notice of Commercial

Operation) is hereby amended and restated in its entirety as follows:

“Not less than ten (10) days prior to Commercial Operation of each Solar Facility, Seller shall provide a written notice of Commercial Operation to Customer. The notice of Commercial Operation shall (i) specify the date on which Commercial Operation for such Solar Facility will occur, and (ii) notify Customer that Seller is prepared to commence making available Electricity to the Customer from such Solar Facility.”

5. **ARTICLE 3. SALE OF ELECTRICITY.**

5.1. **SECTION 3.1.** Section 3.1 of the Original Agreement (Conditions Precedent) is hereby amended and restated in its entirety as follows:

“The obligations of Seller under this Agreement to install each Solar Facility and make available Electricity and the obligation of Customer to take such Electricity shall be subject to the satisfaction by Seller, in its reasonable discretion, or waiver by Seller of each of the conditions precedent (“CPs”) set forth in Section 3.2 below, provided that, for conditions requiring Seller’s action, Seller has taken all appropriate actions in a timely manner to satisfy that condition. In the event that the Seller is not able to satisfy the conditions precedent with respect to a Solar Facility, and elects not to waive any conditions precedent not so achieved, by the date specified below for a particular condition precedent, Seller or Customer shall be entitled to terminate this Agreement and the Easement Agreement with respect to such Solar Facility. Neither Party shall have any obligation or financial liability to the other Party as a result of such termination except as otherwise described in this Agreement.”

5.2. **SECTION 3.2.** The introductory paragraph in Section 3.2 of the Original Agreement is hereby amended and restated in its entirety as follows:

“3.2 CP Cutoff Date. By the date specified for each CP in Section 3.2.1 (the “CP Cutoff Date”), Seller shall provide written notice to Customer that the activities contemplated in Section 3.2 for each Solar Facility are complete to its satisfaction, or waived and Customer shall acknowledge such notice in writing, provided that if Customer has not acknowledged such notice within ten (10) days Customer shall be deemed to have acknowledged such notice. If by the CP Cutoff Date, Seller has not provided such written notice with respect to a Solar Facility, Seller or Customer may terminate this Agreement with respect to the affected Solar Facility by delivering written notice thereof to the other Party, without triggering the default provisions of this Agreement or any liability under this Agreement, and if such notice is delivered, then such termination shall be effective as to such applicable Solar Facility on the seventh day after receipt of such notice if Seller has not cured such failure to provide notice within seven (7) days of the receipt of Customer’s notice of termination. Such option to terminate shall expire if written notice of termination is not provided to the other Party within thirty (30) days after the CP Cutoff Date.”

5.3. **SECTION 3.2.1.2.** Section 3.2.1.2 of the Original Agreement is hereby amended and restated in its entirety as follows:

“Seller must have obtained all Approvals (other than the Local Utility interconnection approvals), on terms and conditions acceptable to Seller in its sole discretion, by April 15, 2017, provided that if a Governmental Authority requires Seller to take further action to satisfy any requirement with respect to obtaining any such Approvals, Seller has taken all commercially reasonable actions in a timely manner to satisfy such requirements.”

5.4. **SECTION 3.2.1.3.** Section 3.2.1.3 of the Original Agreement is hereby amended and restated in its entirety as follows:

“Seller must have completed engineering reviews and Installation Site assessments (including, but not limited to title review), by March 15, 2017 and Seller must be satisfied, in its sole discretion, with the results of such reviews and assessments by March 15, 2017, provided that for reviews and assessments requiring any action by Seller, Seller has taken all commercially reasonable actions in a timely manner; ”

5.5. **SECTION 3.3.** Section 3.3 of the Original Agreement (Purchase of Electricity by Customer) is hereby amended and restated in its entirety as follows:

“Upon and after Commercial Operation for each Solar Facility, Seller shall sell and Customer shall purchase, all of the Electricity generated by such Solar Facility at the price per kilowatt hour specified in Attachment C (Contract Price of Electricity Sold) (the “Contract Price”). Seller shall deliver all such Electricity to Customer at the Delivery Point.”

5.6. **SECTION 3.5.** Section 3.5 of the Original Agreement (Invoicing of Electricity Sold) is hereby amended and restated in its entirety as follows:

“Beginning approximately ten (10) days after the end of the first (1st) month of Commercial Operation for each Solar Facility and on or about the tenth (10th) day after the end of each month thereafter during the Term hereof, Seller shall render to Customer an invoice for the Electricity generated by such Solar Facility and delivered to Customer (measured in kilowatt hours) during such prior month. Payment for each such invoice shall be made to Seller by Customer not later than thirty (30) days after Seller delivers such invoice to Customer. Late payments shall accrue interest at the Interest Rate until the date payment is received by Seller.”

5.7. **SECTION 3.7.** Section 3.7 of the Original Agreement (Taxes on Sale of Electricity) is hereby amended by deleting the phrase “Taxes” and replacing it with “taxes”.

5.8. **SECTION 3.8.** Section 3.8 of the Original Agreement (Payment Disputes; No Set-Off) is hereby amended and restated in its entirety as follows:

“In the event Customer disputes all or any part of an invoice submitted by Seller pursuant to Section 3.5 (Invoicing of Electricity Sold), or the Reimbursement Amount payable by Seller pursuant to Section 3.13.4 (Payment for Shortfall in Output), or either Party disputes the Delay Damages payable by Seller pursuant to Section 2.1.2 (Delay Damages), it shall promptly notify the other Party in writing of the amount disputed and the grounds for the dispute, along with reasonable supporting documentation. The Parties shall attempt in good faith to resolve the amount disputed prior to the date payment is due. In all events the Party that has a payment obligation shall pay the undisputed portion on the date payment is due. The Parties shall in good faith continue to negotiate and shall exchange information relevant to the resolution of the dispute. If despite such good faith negotiations, the Parties are unable to resolve the dispute within a period of 45 days (or such longer period as the Parties may agree), either Party may exercise any rights available at law or in equity. Upon resolution of the dispute, any payment due and owing shall be paid by the Party that owes it within five (5) Business Days of the date of resolution along with interest at the Interest Rate from the date such payment was originally due to the date such payment is actually received by the Party owed. If Customer does not dispute an invoice by the twentieth (20th) day after receipt, or dispute the Reimbursement Amount by the twentieth (20th) day after receipt of the Reconciliation Report delivered after the last Production Period in a True-Up Period pursuant to Section 3.13.3 (Reconciliation Reports), or if a Party does not dispute the Delay Damages by the twentieth (20th) day after receipt of the applicable documentation in relation to such payment in accordance with Section 2.1.2 (Delay Damages), the invoice, Reimbursement Amount or Delay Damages, as applicable, shall be deemed accepted. In no event shall Customer be entitled to exercise any right of set-off against payments owing to Seller.”

5.9. **SECTION 3.13.2** Section 3.13.2 of the Original Agreement (Adjustment of Seller's Guarantee) is hereby amended by deleting the phrase “Product Period” and replacing it with “Production Period”.

5.10. **SECTION 3.13.3** Section 3.13.3 of the Original Agreement (Reconciliation Reports) is hereby modified by adding the following sentence at the end thereof:

“The Reconciliation Report delivered after the last Production Period in a True-Up Period shall contain the following further information: (w) the actual output of Electricity from the Solar Facilities, (x) the Guaranteed Minimum Output, (y) the Guaranteed Minimum Output as adjusted pursuant to Section 3.13.2, in each case for such True Up Period, and (z) if any, the Reimbursement Amount (defined in Section 3.13.4 herein) together with the Aggregate Guaranteed Output and the Aggregate Actual Output. No payment of Reimbursement Amounts shall be due except based on such a True-Up Period report.”

6. **ARTICLE 4. INCENTIVES.**

- 6.1. **SECTION 4.3.** A new sentence is added to the end of Section 4.3 of the Original Agreement (Benefit of Incentives) as follows:

“For the avoidance of doubt, Customer acknowledges and agrees that it shall have no right to apply for or claim any benefits under the investment tax credit under Section 48 of the Internal Revenue Code, which shall vest exclusively in Seller.”

7. **ARTICLE 5. TERM OF THE AGREEMENT.**

- 7.1. **SECTION 5.1.** Section 5.1 of the Original Agreement (Term) is hereby amended and restated in its entirety as follows:

“The term (the “Term”) of this Agreement shall be for a period commencing on the Effective Date and ending on the date which is twenty (20) years after the date the final Solar Facility achieves Commercial Operation (the “Expiration Date”), unless terminated earlier pursuant to Section 3.1 (*Conditions Precedent*) or Article 11 (*Default and Termination*).”

- 7.2. **SECTION 5.2.** The introductory paragraph of Section 5.2 of the Original Agreement (Customer's Option to Purchase) is hereby amended and restated in its entirety as follows:

“On the tenth (10th) and fifteenth (15th) anniversary of the final Solar Facility to achieve Commercial Operation (unless such anniversary does not fall on a business day, in which case the Option to Purchase may be exercised on the first business day following such anniversary) and upon expiration of the Term, Customer shall have the option to purchase all the Solar Facilities (the “Option to Purchase”) for a purchase price equal to the greater of the Fair Market Value of the Solar Facilities (as determined in accordance with Section 5.2.1) and the Minimum Purchase Value for a given year, as set forth in Attachment F. Customer shall furnish written notice to Seller of its interest to purchase the Solar Facilities not more than fifteen (15) months and not less than twelve (12) months prior to the tenth (10th) or fifteenth (15th) anniversary of the final Solar Facility to achieve Commercial Operation or the Expiration Date, as applicable. This Option to Purchase is not applicable if this Agreement is terminated pursuant to Section 3.1 (*Conditions Precedent*) or Section 11.1 (*Customer Events of Default*).”

- 7.3. **SECTION 5.2.1** The seventh (7th) and final sentences of paragraph 5.2.1 of the Original Agreement are hereby modified by adding immediately after the word “promptly” the parenthetical “(but in any event no later than the period stated in Section 5.2.3)”.

8. **ARTICLE 6. RIGHTS REGARDING SOLAR FACILITIES/PROPERTY.**

8.1. **SECTION 6.1.** The reference to “or Seller’s installation contractor” in the first sentence of Section 6.1 of the Original Agreement (Title to Solar Facilities) is hereby deleted in its entirety.

8.2. **SECTION 6.4.** a new subsection (d) is added to the end of Section 6.4 of the Original Agreement (Representations Regarding the Property) to read as follows “and (d) no approval of the Solar Facilities pursuant to the California Environmental Quality Act is required so long as Seller complies with the statutory exemption in Public Resources Code section 21080.35 and/or other exemptions promulgated pursuant to Title 14, Chapter 3 Article 19 of the California Code of Regulations. The Customer shall cooperate with Seller to confirm any such exemption.”

9. **ARTICLE 7. MAINTENANCE OF THE SOLAR FACILITIES/PROPERTY.**

9.1. **SECTION 7.2.** Section 7.2 of the Original Agreement (Property Maintenance) is hereby amended by adding a comma between “construction” and “relocation”.

10. **ARTICLE 8. HAZARDOUS MATERIALS.**

10.1. **SECTION 8.2.** Section 8.2 of the Original Agreement (Seller's Encountering Hazardous Materials) is hereby amended and restated in its entirety as follows:

“In the event Seller discovers Hazardous Materials affecting or having an impact upon the installation, operation, construction, inspection, repair, replacement, improvement, relocation, removal, enhancement, siting, development, or maintenance of a Solar Facility, Seller shall notify the Customer and may cease work or performance immediately and remove all Seller personnel, contractors or subcontractors from the Premises. The Customer shall be responsible to handle, abate and/or remove such Hazardous Materials at its own expense. Seller shall not be required to undertake any further work at the Premises or deliver electricity from such Solar Facility unless Seller and Customer agree on the conditions under which Customer shall remediate the Hazardous Materials and Seller shall perform its obligations without being required to treat or undertake any Excluded Materials and Activities. Failure of Customer to promptly agree and/or to remediate shall be an Event of Default pursuant to Section 11.1.3. Upon the discovery of Hazardous Materials in, on, under or around the Premises Seller may terminate this Agreement with respect to the relevant Solar Facility on such Premises on ten (10) days prior written notice to Customer, if Customer fails to agree and/or to remediate, without any liability to the Customer.”

11. **ARTICLE 10. INSURANCE.**

11.1. **SECTION 10.2.3.** Section 10.2.3 of the Original Agreement (Interconnection

Agreement Insurance) is hereby deleted in its entirety.

- 11.2. **SECTION 10.3.** Section 10.3 of the Original Agreement (Occurrence Policies/Additional Insureds) is hereby amended by replacing the reference to “occurrence rather than claims-made policies” with “claims-made policies”.

12. **ARTICLE 11. DEFAULT AND TERMINATION.**

- 12.1. **SECTION 11.3.1.** Section 11.3.1 of the Original Agreement (Termination on Default) is hereby amended by adding the words and figures “at least thirty (30) days” after the word “upon” and before the word “prior”.

- 12.2. **SECTION 11.3.2.** The introductory paragraph in Section 11.3.2 of the Original Agreement (Termination by Seller) is hereby amended and restated in its entirety as follows:

“Subject to Sections 3.1 and 3.2 above, Seller shall have the right to terminate this Agreement with respect to a Solar Facility on thirty (30) days written notice to Customer, without further liability, if any of the following occur with respect to such Solar Facility:”

13. **ARTICLE 13. FORCE MAJEURE.**

- 13.1. **SECTION 13.4.** Section 13.4 of the Original Agreement (Termination of the Agreement) is hereby amended and restated in its entirety as follows:

“In the event a Force Majeure Event affecting a Solar Facility continues for one (1) year or longer, then either Party may terminate this Agreement with respect to such Solar Facility by written notice to the other.”

14. **ARTICLE 14. ASSIGNMENT/FINANCING.**

- 14.1. **SECTION 14.3.2.** Section 14.3.2 of the Original Agreement (Seller's Interest) is hereby amended and restated in its entirety as follows:

“Such filing may permit an interest in or lien upon Seller’s easement interest in each Property as memorialized in the Easement Agreement related to each Solar Facility, but such filing shall not create any interest in or lien upon the underlying real property or the interest of the Customer therein and shall expressly disclaim the creation of such an interest or a lien.”

15. **ARTICLE 17. MISCELLANEOUS.**

- 15.1. **SECTION 17.12.** Section 17.12 of the Original Agreement (Right to Update Attachments for Mutually Agreed Changes) is hereby amended by replacing the

phrase “configuration and location” with “number of sites, size, configuration and location”.

- 15.2. **SECTION 17.14.** Article 17 of the Original Agreement (Miscellaneous) is hereby amended by adding the following new Section 17.14 at the end thereof as follows:

“**Service Contract.** The Parties intend that this Agreement will be treated as a service contract for the sale to Buyer of energy produced at an alternative energy facility pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended. The Parties shall use commercially reasonable efforts to cause such treatment under Section 7701(e)(3) and shall not file any tax returns inconsistent with such treatment.”

16. **ATTACHMENTS.**

- 16.1. **ATTACHMENT A.** Attachment A to the Original Agreement (List of Properties and Installation Sites) is hereby amended and restated in its entirety and shall be replaced by Exhibit A attached hereto.
- 16.2. **ATTACHMENT B.** Attachment B to the Original Agreement (Description of Solar Facility) is hereby amended and restated in its entirety and shall be replaced by Exhibit B attached hereto.
- 16.3. **ATTACHMENT F.** The Original Agreement is hereby amended by adding a new Attachment F (Minimum Purchase Value) in the form of Exhibit C attached hereto.
- 16.4. **ATTACHMENT G.** The Original Agreement is hereby amended by adding a new Attachment G (Form of Easement Agreement) in the form of Exhibit D attached hereto.

17. **MISCELLANEOUS.**

- 17.1. This Amendment shall be governed by the laws of the State of California.
- 17.2. Except as otherwise modified by this Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect, and the Parties do hereby ratify and confirm the Original Agreement as modified hereby.
- 17.3. This Amendment shall be binding on each of the Parties and each of their respective successors and assigns.
- 17.4. This Amendment may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

- 17.5. Defined Terms. Unless otherwise indicated, capitalized terms used herein shall have the meaning provided in the Original Agreement.
- 17.6. References to Solar Facility. For the avoidance of doubt, and unless otherwise amended herein, for all purposes under the Original Agreement as amended hereby, all references to “the Solar Facility” in the Original Agreement, and all rights and obligations of the Parties with respect thereto, shall be construed so as to apply to each Solar Facility individually.
- 17.7. Attorney's Fees. Within sixty (60) calendar days after the date that the final Solar Facility achieves Commercial Operation, upon the receipt of written documentation of such costs from Customer, Seller shall reimburse Customer for Customer’s reasonable and documented attorneys’ fees for review, negotiation and preparation of required documents in connection with this First Amendment, up to a maximum of eight thousand Dollars (\$8,000).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Amendment by their duly authorized officers on the date first above written.

Seller: Sol Systems, LLC

Customer: Perris Union High School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Attachment A:
List of Properties and Installation Sites

The solar photovoltaic systems will be located at sites on the following Properties:

Site No.	Facility	Address
Middle School		
01	Pinacate Middle School	1990 South A Street Perris, CA 92570
High Schools		
02	Heritage High School	26001 Briggs Road Sun City, CA 92585
03	Perris High School	175 East Nuevo Road Perris, CA 92571
04	Paloma Valley High School	31375 Bradley Road Menifee, CA 92584
Other Schools		
05	Perris Lake High School	418 West Ellis Avenue Perris, CA 92570
06	California Military Institute	755 North A Street Perris, CA 92570
07	The Academy	515 East 7th Street Perris, CA 92570
Administrative and Support		
08	District Administrative Center	155 East 4th Street Perris, CA 92570
09	Student Services Center	1151 North A Street Perris, CA 92570

The Properties and location of the Solar Photovoltaic Systems are depicted in the following layouts:

HERITAGE HIGH SCHOOL PRELIMINARY PV LAYOUT

26001 BRIGGS ROAD ROMOLAND, CA 92585



Exhibit A

PERRIS HIGH SCHOOL PRELIMINARY PV LAYOUT

175 E NUEVO RD PERRIS, CA 92571



Exhibit A

DISTRICT OFFICE PRELIMINARY PV LAYOUT

155 E 4TH ST PERRIS, CA 92570



Exhibit A

PALOMA VALLEY HIGH SCHOOL PRELIMINARY PV LAYOUT

31375 BRADLEY ROAD MENIFEE, CA 92584

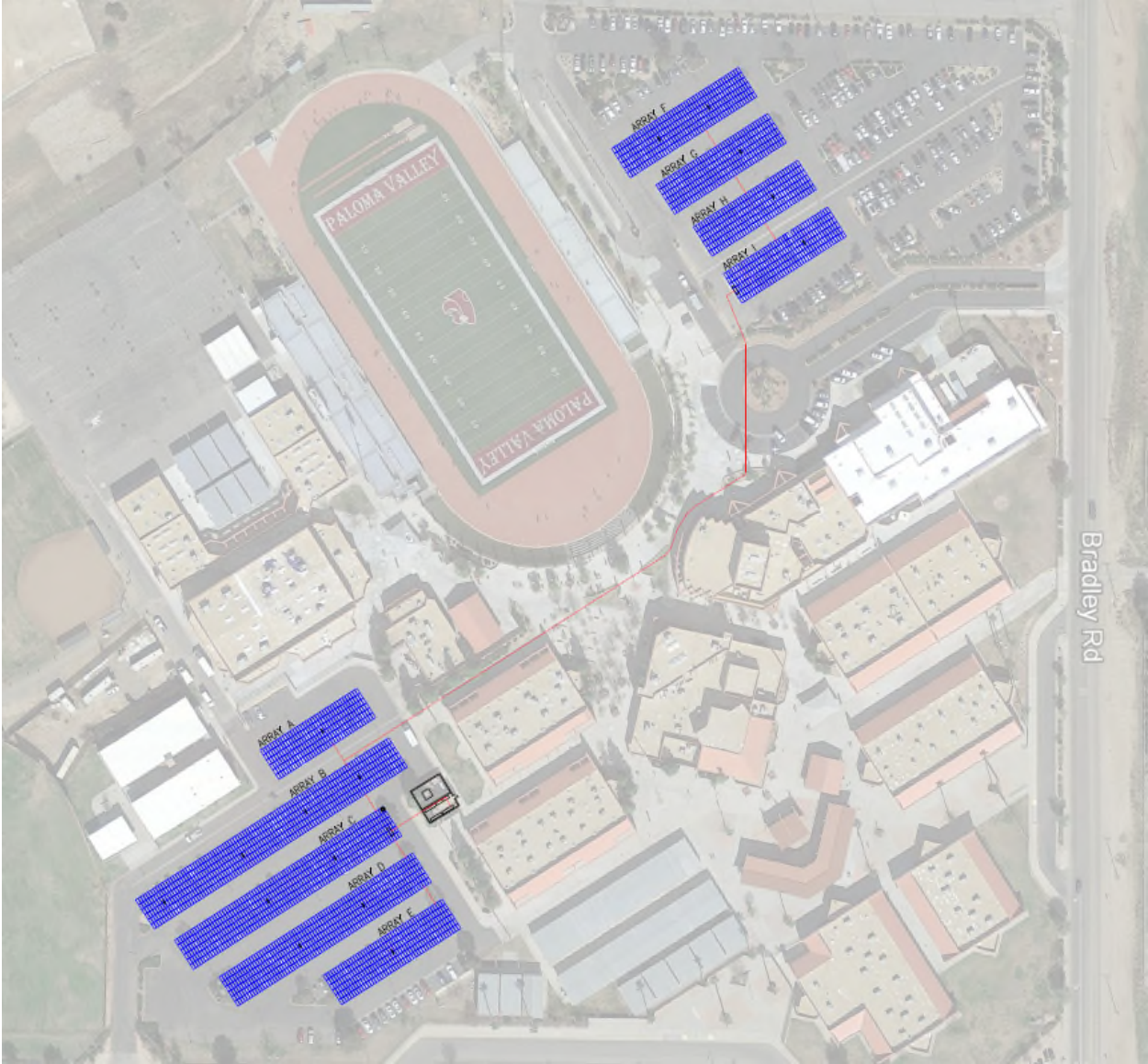


Exhibit A

CA MILITARY INSTITUTE PRELIMINARY PV LAYOUT

722 N A ST PERRIS, CA 92570



Exhibit A

STUDENT SERVICES CENTER PRELIMINARY PV LAYOUT
1151 NORTH A ST PERRIS, CA 92570



Exhibit A

PINACATE MIDDLE SCHOOL
PRELIMINARY PV LAYOUT 1990 S A St, Perris, CA 92570



Exhibit A

PERRIS LAKE HIGH SCHOOL PRELIMINARY PV LAYOUT
418 W ELLIS AVE PERRIS, CA 92570



Exhibit A

PERRIS ACADEMY PRELIMINARY PV LAYOUT
515 E 7TH ST PERRIS, CA 92570



Exhibit A

Exhibit B

Attachment B:
Description of Solar Facilities

The Solar Photovoltaic Systems per Property will have the following nominal capacity:

Site No.	Facility	System Capacity (kW DC STC)
Middle School		
01	Pinacate Middle School	371.7
High Schools		
02	Heritage High School	1108.8
03	Perris High School	693.0
04	Paloma Valley High School	1115.1
Other Schools		
05	Perris Lake High School	92.40
06	California Military Institute	296.10
07	The Academy	92.40
Administrative and Support		
08	District Administrative Center	63.0
09	Student Services Center	63.0

The systems per Properties consist of parking-lot shade canopies as depicted in Attachment A to this Agreement. The parking lot shade canopies will have a minimum clear height of 12 feet. The photovoltaic modules will be mounted directly to the canopy structure. String inverters will be mounted to the vertical structural members of the canopies. Central inverters will be mounted to a concrete pad located adjacent to the canopy structures. The conduit pathway from the inverters and electrical pad to the points of interconnections will be routed using directional boring. Conduit will not be incased.

(cont. on next page)

The photovoltaic modules will have a minimum capacity of 300 W DC STC, each. The manufacturer of the photovoltaic modules will be SolarWorld, Trina or other of similar specifications. The manufacturer of the inverters will be Solectria or other of similar specifications. Other system components will be identified on the construction documents.

Exhibit B

Exhibit C

Attachment F:
Minimum Purchase Value

Year after final Solar Facility achieves Commercial Operation	Minimum Purchase Value
Year 10	\$7,155,113.84
Year 15	\$4,593,782.99
Year 20	\$916,536.63

Exhibit C

Exhibit D

Attachment G:
Form of Easement Agreement
See Attached.

Exhibit D

Final
3-15-17 Board Meeting
RECORDING REQUESTED BY:
[INSERT COMPANY]

WHEN RECORDED PLEASE MAIL TO:
[INSERT COMPANY + MAILING ADDRESS]

APN: [INSERT]

SOLAR SITE EASEMENT AGREEMENT

between

SOL SYSTEMS, LLC,

and

PERRIS UNION HIGH SCHOOL DISTRICT

Effective Date: March 15, 2017

FORM SITE EASEMENT AGREEMENT
(Revised 2-15-17)

(Insert Name of School Site _____)

THIS SITE EASEMENT AGREEMENT (this “**Easement Agreement**”) is entered into as of the 15th day of MARCH, 2017 (the “**Effective Date**”) by and between Perris Union High School District, a public school district organized and operating under the laws of the State of California, having offices at 155 East Fourth Street, Perris, CA 92570 (“**Grantor**” or “**Customer**”) and **Sol Systems, LLC**, a Delaware limited liability company having offices at 1718 Connecticut Avenue NW, Suite 300, Washington, DC 20009 (“**Grantee**” or “**Seller**”). Grantor/Customer and Grantee/Seller are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party.**”

RECITALS

A. **WHEREAS**, Customer is the owner of that certain school site commonly known as [INSERT NAME OF SCHOOL] located at [INSERT ADDRESS] (“**Site**”);

B. **WHEREAS**, concurrently herewith Seller and Customer have entered into a certain Solar Power Purchase Agreement dated August 17, 2016 (the “**PPA**”) wherein Seller has agreed to site, develop, finance, construct, own, operate, maintain, repair, improve, enhance, inspect, relocate, remove and replace a solar energy system (“**Solar Facility**”) on a portion of the Site;

C. **WHEREAS**, Customer has agreed to grant an easement to Seller in, on, over, across and through that portion of the Site for installation, operation and maintenance of the Solar Facility and Customer has also agreed to purchase from Seller all Electricity (as defined in the PPA) generated by the Solar Facility during the term of the PPA;

D. **WHEREAS**, capitalized terms used but not defined herein (including in the Recitals) shall have the respective meanings ascribed to them in the PPA;

NOW, THEREFORE, in consideration of the foregoing recitals, the execution of the PPA by both Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of PPA: Defined Terms.** Except as otherwise expressly provided, the terms and conditions of the PPA are incorporated herein by reference as though fully set forth and all capitalized terms not otherwise defined herein shall have the same definition as set forth in the PPA. The terms of the PPA and the terms of this Agreement shall be read to supplement each other; provided that in the event of any conflict between the terms of the PPA and the terms of this Agreement, the more stringent terms shall control.

2. Grant of Easement. Grantor hereby grants to Grantee the following easements with respect to that property legally described on Exhibit A:

2.1 an easement to install, operate, maintain, repair and replace the Solar Facility on, over and across areas of the Site and such areas as are required or appropriate for the installation, operation, maintenance, repair and replacement of the Solar Facility pursuant to the terms of the PPA, depicted in Exhibit B - Easement Area , attached hereto and by this reference made a part hereof (“**Easement Area**”);

2.2 an easement on, over and across the general use areas of the Site to use such other areas of the Site from time to time as are reasonably necessary or appropriate for Grantee (including Grantee’s affiliates and subcontractors) to provide Grantor with electricity generated from the Solar Facility in accordance with the terms and conditions set forth herein and pursuant to the PPA; including such additional space on the Site as commercially reasonably necessary for the installation, operation, construction, repair, replacement, improvement, removal, enhancement, inspection and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, provided that all such additional space will be mutually agreeable to both Parties and will not cause any undue burden to the daily operations of Grantor (the “**Additional Areas**”);

2.3 a right of ingress and egress access to, on, over and through the Site, the Easement Area and the Cabling Easement Areas, at such time and under such circumstances as are reasonable for Grantee to perform its obligations and to exercise its rights under the PPA (“**Right of Ingress and Egress**”); and

Collectively, the Easement Area and the Additional Areas are hereinafter referred to as the “**Easement Area.**”

3. Purpose.

3.1 Permitted Use. Grantor is granting an easement to Grantee, and Grantee’s agents, representatives and other permitted parties in accordance with this Easement Agreement, in, on, over, across and through the Easement Areas for the sole purpose of siting, development, installation, construction, enhancement, operation, inspection, maintenance, repair, improvement, replacement, relocation and removal of the Solar Facility and uses incidental thereto (the “**Permitted Use**”) and for no other business or purpose without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. Grantor hereby agrees that the Permitted Use may be conducted by Grantee’s employees, agents, contractors and representatives, as well as the employees and representatives of the local utility company, whom Grantee agrees may access the Easement Area in the event of an emergency. Grantee may access the Easement Area and conduct the Permitted Use, seven (7) days a week, twenty four (24) hours a day, with appropriate notice.

3.2 Grantor's Reserved Use. Grantor reserves the right to use the remainder of the Site for any other purpose, to make alterations, repairs and perform maintenance to the Site, or to grant easements or leases in favor of third persons for any other lawful purpose permitted under Applicable Laws, so long as any such uses, alterations, repairs or maintenance, easements or leases or the construction of buildings or other improvements on the remainder of the Site or the use of the Site for agricultural purposes (including the planting of trees, vines or other crops), does not cast shadows, block or restrict access to direct sunlight for the Solar Facility or otherwise interfere with any of Grantee's rights under this Easement Agreement or the construction, use or operation of the Solar Facility to generate Electricity in accordance with the requirements of the PPA. Grantor agrees to notify Grantee if Grantor intends to perform any alterations, repairs or maintenance, or construct any improvements on the Site that would materially affect the Easement Areas or the amount of Electricity generated by the Solar Facility and Grantee will notify Grantor if Grantee believes that any such work will violate the terms above.

4. Solar Facility. The Solar Facility consists of the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring installed in the Easement Areas, and any other related equipment more particularly described in the Solar Facility description attached as Attachment B to the PPA and by this reference incorporated herein, together with all electrical lines required to transmit Electricity generated by the Solar Facility to the Delivery Point on the Site at which Electricity is to be delivered and received under the PPA, and any Electrical Interconnection Point (as defined in the PPA) (collectively, the "Solar Facility").

5. Entry Onto Easement Area.

5.1 Access Prior to Installation. As of the Effective Date, Grantor hereby consents to, and grants to Grantee, the right to enter upon, inspect and evaluate the Site to determine whether the Easement Area is suitable for the Solar Facility, which may include, without limitation, the right to conduct visual examinations of the property, surveying and engineering, geotechnical and environmental investigations, which may include sub-surface investigations. The foregoing right granted to Grantee may be performed through its employees, affiliates, contractors, subcontractors, consultants, agents and/or representatives.

5.2 Inspection Completed Prior to Installation. Prior to Grantee's installation of the Solar Facility, Grantee shall have inspected the Site and satisfied itself that the Site is in a condition ready for Grantee's installation of the Solar Facility. At any time prior to the installation of the Solar Facility, if the Grantee determines, in its sole discretion, that the Site is not suitable for the Grantee's installation of the Solar Facility pursuant to Sections 3.1 and 3.2 of the PPA, Grantee shall have the right to terminate this Easement Agreement as to this Site.

5.3 Grantor's Right of Entry to Easement Area. Subject to the terms and conditions of this Easement Agreement, Grantor shall have the right to enter the Easement Area at any time provided that Grantor does not interfere with the installation, operation or maintenance of the Solar Facility. After Commercial Operation, where a Solar Facility consists of carports or canopy structures on the Easement Area, Grantor and its licensees and invitees

may use such areas for parking and other activities customarily associated with such areas of the Site after commencement of operation of the Solar Facility.

5.4 Delivery of Easement Area. Within two (2) business days after written notice to Grantor that Grantee is ready to commence installation of the Solar Facility and identifying the mutually agreed to Easement Area and any Additional Areas required with specificity, Grantor shall deliver exclusive possession of the Easement Area so identified in a condition ready for Grantee’s installation of the Solar Facility, clean and free of vehicles and debris. Grantor represents and warrants to Grantee that, (i) the Easement Area is vacant, no third person has any right to use, occupy or lease the Easement Area in whole or in part and the Easement Area is in a condition suitable for the installation of the Solar Facility, and (ii) Grantor has not received any notice, nor to the best of its knowledge is there pending or threatened, any notice of violation of any Applicable Laws with regard to the Easement Area and (iii) Grantor has not received any notice, nor to the best of its knowledge is there pending or threatened, any notice of the presence of any Hazardous Materials on the Easement Area, or any other substance or matter imposing liability for cleanup costs or expenses on any person or entity under any statutory or common law theory. Grantor shall keep the Site (including the Easement Area) free and clear of all liens and claims of lien for labor and services performed on, and materials, supplies and equipment furnished to the Site and shall indemnify and hold Grantee harmless from any liens and encumbrances arising out of any work performed or materials, supplies or equipment furnished by or at the direction of Grantor; provided, however, that Grantor shall have the right in its sole discretion to contest such liens and claims by appropriate legal proceedings prosecuted diligently and in good faith.

If it is determined during the Term that a condition exists in breach of any of the representations and warranties contained in this Section 5, Grantor shall, promptly after receipt of written notice from Grantee setting forth a description of such non-compliance, rectify the same at Grantor’s expense.

6. Term. The term of this Easement Agreement (the “Term”) shall commence as of the date hereof and coincide with the term of the PPA. Except as described in Section 12.3 hereof, this Easement Agreement shall terminate automatically after expiration of the PPA, or upon termination of the PPA pursuant to its terms with respect to the Site.

7. Construction; Installation of Solar Facility.

7.1 Construction and Installation. Grantor hereby consents to the construction and installation of the Solar Facility and all related transmission lines, cables, fixtures and utilities by Grantee on the Easement Area and further consents to Grantee making such other installations on the Easement Area as may be reasonably necessary or desirable in connection with Grantee’s operation of the Solar Facility in compliance with the terms of the PPA and all Applicable Laws and Local Utility standards and requirements. Grantor shall cooperate with Grantee and shall provide information, if Grantor has knowledge or possession of any, on underground utilities in preparation for installing the Solar Facility. Grantor is not liable for any damage to underground utilities should Grantee damage them while installing the Solar Facility. If underground utilities are damaged by Grantee while installing the Solar Facility, Grantee, at its cost, shall repair them or cause them to be repaired.

7.2 Entry Requirements. Grantee shall comply with the following requirements prior to entry onto the Easement Areas in connection with the construction, installation, operation, maintenance, and removal of the Solar Facility. Grantee shall:

7.2.1 except in cases of emergency, provide 48 hours' prior written notice to the appropriate school site administrator and to the school district liaison, whose names and contact information shall be provided to Grantee, before any initial entry (assuming work will continue for more than one day) onto the Site by Grantee's employees, agents or contractors for installation, construction, maintenance or repair;

7.2.2 perform all construction, installation, operation, maintenance, and removal work in connection with the Solar Facility in a safe manner;

7.2.3 not permit any hazardous condition to remain on the Easement Area;

7.2.4 not bring or permit to be brought any Hazardous Material (as defined below) in violation of applicable federal, state or local law, onto the Easement Area;

7.2.5 repair any damage or disturbance to the Easement Area caused by Grantee;

7.2.6 keep the Easement Area free and clear of all mechanics' and materialmen's liens arising out of Grantee's activities (provided that if any such lien is filed, Grantee shall have the right to contest the same so long as Grantee provides a bond for the amount of such lien);

7.2.7 procure and maintain, or use contractors who maintain, during all periods of entry pursuant to this section, general liability and property damage insurance with a combined single limit per occurrence of \$2,000,000, and naming Grantor as additional insured; and

7.2.8 obtain and maintain, and cause each contractor and subcontractor performing construction, installation, operation or maintenance work in the Easement Areas to obtain and maintain Worker's Compensation insurance as required by law. Grantee shall deliver to Grantor a certificate evidencing such insurance and providing that such coverage shall not be terminated or modified without at least thirty (30) days' prior written notice to Grantor.

7.3 Additional Utility Sources. In the event there are not sufficient electric and other necessary utility sources located on the Site to enable Grantee to transmit Electricity generated by the Solar Facility to the Delivery Point or any Electrical Interconnection Point, as applicable, and in any event with respect to any required meters, Grantor agrees to grant Grantee or the local utility Grantee the right, at Grantee's sole cost, to install such utilities and meters on, over and/or under the Site to the Easement Area as necessary for Grantee to operate the Solar Facility and deliver Electricity to the Delivery Point or a Electrical Interconnection Point, the location of such utilities and meters to be as reasonably designated by Grantee, provided that all such additional space will be mutually agreeable to both Parties and will not cause any undue burden to the daily operations of Grantor.

7.4 Removal of Materials. Upon completion of construction of the Solar Facility, Grantee shall remove all remaining materials from the Site and shall restore the Site as nearly as is reasonably possible to the condition in which it existed immediately prior to the commencement of such activity. Any light poles or related structures removed by Grantee from the Site in connection with the construction of the Solar Facility shall be returned to Grantor upon completion of construction of the Solar Facility.

7.5 Security of Solar Facility. Grantor shall continue its standard security measures for the Site which may not be sufficient for protection of damage or losses to the Solar Facility caused by criminal acts of third parties. Grantor shall not be liable for such damage or losses. Grantee shall, at Grantee's cost, obtain insurance coverage to the extent Grantee desires protection against such criminal acts.

8. Maintenance and Repair of Solar Facility and Easement Area.

8.1 During the Term, Grantee shall, at Grantee's sole cost, maintain, clean, repair, and replace part or all of the Solar Facility in accordance with the terms and conditions of the PPA. Grantor shall be responsible for maintaining the Site, including any asphalt under the Solar Facility but within the Easement Area.

8.2 Grantee shall have no obligation to maintain the condition of the Site, except to the extent of any damage to the Site caused by Grantee or its contractors during installation, maintenance, operation, improvement, enhancement, relocation, development, construction, repair, siting, replacement or removal of the Solar Facility.

9. Failure to Maintain Exclusive Easement Area. If Grantee fails to perform its obligations hereunder and if such failure continues for thirty (30) days after Grantee's receipt of written notice from Grantor (which 30-day period shall be extended for the time reasonably required to cure the failure if the cure requires more than 30 days, as long as Grantee has commenced and is diligently pursuing such cure to completion), then Grantor may (but shall not be obligated to) perform such work in a commercially reasonable manner. In such event, Grantee shall reimburse Grantor upon demand for the reasonable costs incurred by Grantor. No breach or Event of Default by Grantee of its obligations contained in this Easement Agreement, including any Event of Default with respect to its obligations under this Section 9, shall terminate or provide any right to terminate this Easement Agreement or any of Grantee's rights, duties or obligations under this Easement Agreement.

10. Maintenance of Site.

10.1 Grantor shall keep areas of the Site that are under its control neat, clean and in good order and condition. Grantor shall give Grantee prompt notice of any damage to or defective condition in any part or appurtenance of the Site that is reasonably likely to affect the Solar Facility (including electrical, telephone, internet and water facilities and systems located within or serving the Site). During the Term, Grantor shall maintain the Site and all roads and utility infrastructure improvements and systems which provide utility service to the Site (including, but not limited to, fire sprinkler and/or standpipe and hose or other automatic fire

extinguishing system, fire hydrants and other utility systems serving the Site) and all common areas located on the Site, if any.

10.2 Grantor shall perform any trimming, cutting, chemical treatment and/or removal of all trees, branches, and other vegetation, if any, which cast shadows, block or restrict access to direct sunlight for the Solar Facility or otherwise interfere with any of Grantee's rights under this Easement Agreement or the construction, use or operation of the Solar Facility to generate Electricity in accordance with the requirements of the PPA. In connection with such maintenance and repairs, Grantor shall cause the least interference to Grantee's business as reasonably possible, shall notify Grantee of any work to be done in the vicinity of the Easement Area and shall promptly finish any such work. Grantor shall not be obligated to repair or replace any fixtures or equipment installed by Grantee, except to the extent of any damage caused by Grantor, its employees, representatives, contractors, subcontractors, tenants, lessees, patrons and invitees. Upon Grantee's written notice of the need for maintenance or repairs required of Grantor hereunder, Grantor shall complete any such maintenance or repairs within thirty (30) days of receipt of such notice, or such shorter period as may be required by any Governmental Authority having jurisdiction, unless the defect concerned constitutes an emergency, in which case Grantor shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If Grantor fails to make such repairs, Grantee may do so, and the cost thereof shall be payable by Grantor to Grantee on demand, or, at Grantee's option, Grantee may deduct such amounts from any sums that may be due or owing by Grantee under this Easement or the PPA. In the event of an emergency, Grantee, at its option, may make such repairs at Grantor's expense, before giving any written notice, but Grantee shall notify Grantor in writing within three (3) business days following such emergency.

10.3 Grantee shall have the right at any time and from time to time, with appropriate notice, to inspect, construct, operate, maintain, install, site, develop, repair, remove, improve, enhance, relocate or replace the Solar Facility or any portion thereof with new or different items with the same or different specifications so long as such Solar Facility is otherwise in compliance with this Easement Agreement, Section 2.1 of the PPA, and all Applicable Laws.

11. Hazardous Materials. Notwithstanding anything contained herein to the contrary, Grantee shall not be responsible for, or required to perform any work in relation to, Hazardous Materials now or hereafter existing at the Site, or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof, except to the extent of any Hazardous Materials brought to the Site solely by Grantee. Grantor, for and on behalf of itself and all successors in title and assigns, hereby waives, relinquishes, releases and covenants not to sue Grantee (including Grantee's affiliates and its and their respective employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown ("**Losses**"), which Grantor might assert or allege against Grantee (or Grantee's affiliates and its and their respective employees or agents) at any time by reason of or arising out of Hazardous Materials now or hereafter existing at the Site, except to the extent of any Hazardous Materials brought to the Site solely by Grantee. As between Grantor and Grantee, Grantor is and shall be solely responsible for all Hazardous Materials now or hereafter on the Site and hereby covenants

and agrees to indemnify, defend and pay any and all Losses arising out of, related to or resulting from such Hazardous Materials, including, without limitation, costs of remediation and claims by any person for property damage, bodily injury or death.

12. Ownership of Solar Facility.

12.1 Personal Property. Grantor and Grantee agree that the Solar Facility and all equipment, machinery and appurtenances placed and installed in the Easement Area by Grantee that comprise the Solar Facility shall remain the personal property of Grantee, severable from the Site, and shall not be or become fixtures, notwithstanding the manner in which the Solar Facility is or may be affixed to the real property of Grantor. Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Solar Facility or any portion thereof. Grantor shall not take any position on any tax return or on any other filings indicating or suggesting that Grantor is anything other than a purchaser of electricity from the Solar Facility. The Solar Facility and its components may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor, with Grantor's fee or other interest to the Site. Grantor shall indemnify Grantee against all losses, claims, costs and expenses (including attorneys' fees) incurred by Grantee in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Grantor. The provisions of this section shall survive the expiration or earlier termination of this Easement.

12.2 Taxes. Grantee will pay and be responsible for any sales or use tax imposed with respect to Grantee's acquisition, installation and ownership of the Solar Facility. Grantee shall not be liable for any real property taxes or assessments associated with the Site, including any increased taxes or assessments on the Site caused by the presence of a Solar Facility, or any taxes payable by or assessed against Grantor based on or related to Grantor's income or revenues. Grantor shall be responsible to pay any property taxes or assessments levied on the Site.

12.3 Removal. Grantee shall, subject to the requirements contained within this Section 12 and Section 6.1 of the PPA, within one-hundred eighty (180) days following the expiration of the Term or earlier termination as provided herein, and at Grantee's sole cost and expense (unless earlier termination is due to Grantor default), remove the Solar Facility from the Site, provided that Grantee shall not be obligated to remove any below-ground components, *i.e.*, wiring or conduits that are embedded in the Site, but shall be obligated to remove any above-ground components, *i.e.*, foundations, supporting structures or fences installed on the Site. Grantee and its agents, consultants, and representatives shall have access at all mutually agreed-upon times to the Site and the Solar Facility for purposes of such removal, and Grantor shall make commercially reasonable efforts to provide Grantee with immediate access to the Site and the Solar Facility for the purposes of removal. Grantee is responsible to repair any and all damage caused by the removal of the Solar Facility. The Easement Areas shall be returned as nearly as reasonably possible to its original condition, except for ordinary wear and tear. If the Solar Facility is located on a shade structure installed by Grantee and if Grantor elects, at its sole determination, to have the shade structure removed as well as the System, Grantee shall do so at its sole cost and expense in the same manner as described above with regard to repair of any damage. Except in the case of an emergency, Grantee shall give forty-eight (48) hours' prior written notice to the appropriate site administrator and liaison, whose name and contact

information shall be provided to Grantee, before any entry onto any Site by Grantee's employees, agents or contractors.

13. Governmental Approvals.

13.1 It is understood and agreed that Grantee's ability to use the Easement Area is expressly contingent upon all material permits, licenses, certificates, authorizations and other approvals (collectively the "**Governmental Approvals**") that may be required by any federal, state, or local authorities, for the use of the Easement Area by Grantee for the Permitted Use being obtained in accordance with Section 3.1 above (*Permitted Use*) after the Effective Date.

13.2 Grantor shall cooperate with Grantee in Grantee's effort to obtain such Governmental Approvals as described in Article 2 of the PPA and shall take no action which would adversely affect the status of the Site with respect to the Permitted Use by Grantee. Should Grantor incur any costs associated with such assistance, Grantee shall reimburse Grantor for all reasonable and documented costs promptly upon receipt of written documentation of such costs from Grantor.

13.3 Grantee Termination. On or prior to the latest CP Cutoff Date (as defined in Article 3 of the PPA), Grantee shall have the right to terminate this Easement Agreement in the event that (a) any of such applications for such Governmental Approvals should be rejected or conditioned in a manner unacceptable to Grantee, provided that Seller has taken all appropriate actions in a timely manner to apply for such approvals; (b) any Governmental Approval issued to Grantee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, through no fault of Grantee (c) Grantee determines that such Governmental Approvals may not be obtained in a timely manner, provided that Seller has taken all appropriate actions in a timely manner to apply for such approvals (d) Grantee determines that the results of any environmental site assessment or study is unsatisfactory, (e) Grantee determines that the Easement Area is no longer technically compatible or economically feasible for its use, (f) Grantee, in its sole discretion, determines that it will be unable to use the Easement Area for the Permitted Use or (g) any representation of Grantor set forth in Section 21 hereof is found to be untrue. Notice of Grantee's exercise of its right to terminate shall be given in accordance with Section 3.2 of the PPA. Termination for any such reason shall also result in the simultaneous termination of the PPA with respect to the Site. Upon such termination, this Easement Agreement shall be of no further force or effect and all rights, duties and obligations of Grantor and Grantee shall terminate, except to the extent of the indemnities made by each Party to the other hereunder.

14. Insurance. Both Parties shall obtain and keep in force during the Term those policies of insurance required under Article 10 (*Insurance*) of the PPA, with at least the coverages and limits set forth therein.

15. Quiet Enjoyment; Disposition or Mortgage of Site and Liens.

15.1 Quiet Enjoyment. Grantor covenants that Grantee shall peaceably and quietly have, hold and enjoy the Easement Area during the Term and Grantor shall protect and

defend the right, title and interest of Grantee hereunder from any other rights, interests, titles and claims arising through Grantor or any other third person or entity.

15.2 Disposition or Mortgage of Site. During the Term, Grantor will not, without Grantee's written consent, sell or otherwise dispose of its interest in the Easement Area unless this Easement Agreement and the PPA is assigned to the person acquiring Grantor's interest in the Easement Area. In the event that Grantor subjects any part of the Easement Area to any mortgage lien or other security interest, Grantor will obtain from each lender a consent to Grantor's execution and performance of this Easement Agreement and the PPA, and a subordination, non-disturbance, and attornment agreement in accordance with the terms of Section 15.3, it being understood that Grantor will be responsible for any consent fee or other payment required by Grantor's lenders.

15.3 Subordination, Non-disturbance, and Attornment agreement. Notwithstanding any provision herein to the contrary, Grantor shall obtain a subordination, non-disturbance, and attornment agreement from any third party who has a lienhold interest in the Easement Area, including any lenders, which nondisturbance agreement shall (i) acknowledge and consent to this Easement Agreement, (ii) acknowledge that the third party has no interest in the Solar Facility and (iii) subordinate any lien (recorded or unrecorded) and rights of the lienholder to this Easement Agreement or agree that enforcement of the lien will not disturb the rights of Grantee hereunder.

16. Default.

16.1 Grantee Breach. In the event of any breach by Grantee of any of its covenants or obligations under this Easement Agreement, Grantor shall give Grantee written notice of such breach. After receipt of such written notice, Grantee shall have thirty (30) days in which to cure any breach hereunder, *provided* Grantee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Grantee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Grantor may not maintain any action or effect any remedies for default against Grantee unless and until Grantee has failed to cure the breach within the time periods provided in this Section 16.1.

16.2 Grantor Breach. In the event of any breach by Grantor of any of its covenants or obligations under this Easement Agreement, Grantee shall give Grantor written notice of such breach. After receipt of such written notice, Grantor shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, *provided* Grantor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Grantor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Notwithstanding the foregoing to the contrary, it shall be a default under this Easement Agreement and under the PPA, if Grantor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Grantor if the failure to perform such an obligation interferes with Grantee's ability to conduct its business on the Easement Area; *provided, however*, that if the nature of Grantor's obligation is such that more than five (5) days after such notice is reasonably required

for its performance, then it shall not be a default under this Easement Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

17. Remedies. Upon the occurrence of a breach by a Party of one of its material obligations under this Easement Agreement and its failure to cure such breach within the time period specified in Section 16 (*Default*) above (an “**Event of Default**”), the non-defaulting Party may, at its option (but without obligation to do so) take the actions listed below.

17.1 Performance by Non-Defaulting Party. Perform the defaulting Party’s duty or obligation on the defaulting Party’s behalf, including but not limited to the obtaining of reasonably required insurance policies; the costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor; provided however, that Grantor shall not be permitted to operate the Solar Facility or perform any maintenance or repairs thereto; or

17.2 Termination. Upon prior written notice to the defaulting Party of its intention to terminate, terminate this Easement Agreement whereupon this Easement Agreement (and the PPA with respect to the Site) shall cease and terminate on the date specified in such notice.

17.3 Other Remedies. Upon the occurrence of any Event of Default or termination of this Easement Agreement as a result of an Event of Default, the non-defaulting Party may pursue any and all remedies available to it at law or in equity in addition to the above remedies.

18. Casualty.

18.1 In the event the Site is so damaged or destroyed by fire, earthquake or other casualty to the Site as to make the use of the Site pursuant to this Easement Agreement impractical (as determined by a qualified engineering consultant retained by Grantor and reasonably acceptable to Grantee), then either Party may elect to terminate this Easement Agreement upon not less than twenty days’ prior written notice to the other Party, and upon such termination, neither Party shall have any further obligations to the other Party hereunder other than such rights or obligations surviving termination of this Easement Agreement as expressly provided herein. If neither Party elects to terminate this Easement Agreement pursuant to the previous sentence, Grantor shall exercise commercially reasonable efforts to repair the damage to the Site and return the Site to its condition prior to such damage or destruction, except that Grantor shall in no event be required to repair, replace or restore any property of Grantee comprising part of the Solar Facility, which replacement or restoration shall be Grantee’s responsibility.

18.2 Any termination of this Easement Agreement by Grantee pursuant to this Section 18 as a result of a casualty shall be effective as of the date of such casualty.

18.3 Notwithstanding anything to the contrary contained herein, in the event of minor damage to the Solar Facility or the Site, the same shall not give either Party the right to terminate this Easement Agreement and shall be repaired at the cost of the Party owning the

same, unless the damage was caused by the negligence or willful act or omission of the other Party hereto.

19. Condemnation.

19.1 Any condemnation of all or any portion of the Site or the Easement Area shall give rise to a right by Grantee to terminate this Easement Agreement upon written notice to Grantor, if such condemnation results in (i) a disruption of Grantee's operations at the Easement Area that may reasonably be expected to continue for more than thirty (30) days, or (ii) a transfer of any or all of Grantor's right, title and interest in and to the Site or Easement Area to any Person that is unacceptable to Grantee in the reasonable exercise of its discretion as party to the PPA.

19.2 All condemnation awards payable in connection with the taking of all or any portion of the Site shall belong to Grantor, *provided, however*, that Grantee shall be entitled to a pro rata share thereof if the condemnation award includes compensation for the Solar Facility and/or this Easement Agreement and, *provided further*, that Grantee may on its own behalf make a claim in any condemnation proceeding involving the Easement Area or portions of the Site required for the Permitted Use, for losses related to this Easement Agreement, the Solar Facility and any other of Grantee's equipment or personal property taken or damaged, its relocation costs and any other compensable damages and losses.

19.3 Any termination of this Easement Agreement by Grantee pursuant to this Section 19 as a result of condemnation, shall be effective as of the date of the taking.

20. Applicable Laws.

20.1 Grantor's Obligations. During the Term, Grantor shall maintain the Site, all roads, all utility infrastructure improvements and systems which provide utility service to the Site, all common areas located on the Site if any, in compliance with all applicable federal, state, county, local or municipal laws, rules, codes, regulations, ordinances, permits, directives, orders, covenants, easements, zoning and land use regulations, and restrictions of record, (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Materials), enacted, adopted, issued or promulgated by any Governmental Authority, now in effect or which may hereafter come into effect (individually or collectively, "**Applicable Laws**"), and the requirements of any applicable fire insurance underwriter or rating bureau. It shall be Grantor's obligation to comply with all Applicable Laws relating to the Site in general, without regard to specific use (including, without limitation, modifications required to enable Grantee to obtain all necessary building permits).

20.2 Grantee's Obligations. Grantee shall, in respect to the condition of the Easement Area and at Grantee's sole cost and expense, comply with all Applicable Laws relating solely to Grantee's specific and unique nature of use of the Easement Area (including, but not limited to, all Applicable Laws relating to the Americans with Disabilities Act and Hazardous Materials).

21. Grantor's Representations.

21.1 Grantor is the owner in fee simple title of the Site.

21.2 Grantor has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to Grantor's knowledge has any such petition been filed against Grantor. No general assignment of Grantor's property has been made for the benefit of creditors, and to Grantor's knowledge, no receiver, master, liquidator or trustee has been appointed for Grantor or any of its property. Grantor is not insolvent.

21.3 Grantor has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Site or any part thereof in lieu of condemnation.

21.4 There are no matters which interfere or could reasonably be expected to interfere with the rights granted to Grantee under this Agreement, including the rights or claim of any lien holder, lessor or creditor of Grantor.

21.5 During the six (6) month period preceding the Effective Date, Grantor has not performed and has not caused to be performed any work on the Easement Area or the Site of which the Easement Area is a part that could give rise to any mechanic's or materialmen's liens. To Grantor's knowledge, there are no unrecorded easements or agreements affecting the Easement Area that might prevent or adversely affect the use or occupancy of the Easement Area by Grantee for operation of the Solar Facility, but if any are discovered, Grantor shall immediately remove them.

21.6 Grantor has no knowledge of any violation of Environmental Laws relating to the Easement Area or the Site or the presence or release of Hazardous Materials on or from the Site. Grantor has no knowledge of any underground storage tanks located on the Site or the Easement Area. Grantor has not manufactured, introduced, released or discharged from or onto the Site, the Easement Area, the soil or the groundwater, any Hazardous Materials or any solid or hazardous wastes, toxic substances or materials (including without limitation, PCBs or asbestos) nor permitted the same, and Grantor has not used or permitted the use of the Site or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials. The term "**Environmental Laws**" includes, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Clean Water Act and other federal, state and local laws governing the environment as in effect on the date of this Easement Agreement together with all amendments thereto, implementing regulations and guidelines and all state, regional, county, municipal and other local laws, rules, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "**Hazardous Materials**" means any substance (a) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant, or which is regulated or may form the basis of liability, under any Environmental Laws and (b) without limitation, petroleum, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), radon gas, infectious or radioactive

materials, lead, asbestos and asbestos containing materials, PCBs, and/or urea formaldehyde foam insulation.

21.7 There are no leases, licenses, or other agreements granting any person the right to use or occupy the Easement Area or any portion thereof except to Grantee under this Easement Agreement. There is no claim, litigation, proceeding or governmental investigation pending or so far as is known to Grantor, threatened against or relating to Grantor, Grantor's properties or business or the Site which is in conflict with this Easement Agreement or which could have a material adverse impact upon Grantee's use of the Easement Area for the Permitted Use.

21.8 Grantor has no knowledge of any condition of the Site that might prevent or adversely affect the use or occupancy of the Easement Area by Grantee for installation and operation of the Solar Facility.

21.9 The representations of Grantor set forth in Article 9 of the PPA are by this reference incorporated into this Easement Agreement as though fully set forth herein; *provided, however,* that any reference in any of such Sections (as so incorporated into this Easement Agreement) to the PPA shall hereby be deemed instead to reference this Easement Agreement.

22. Grantee's Representations.

22.1 Authorization; Enforceability. The execution and delivery by Grantee of, and the performance of its obligations under, this Easement Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Grantee or any valid order of any court, or regulatory agency or other body having authority to which Grantee is subject. This Easement Agreement constitutes a legal and valid obligation of Grantee, enforceable against Grantee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

22.2 Compliance with Laws. Grantee shall comply with all laws, ordinances, orders, rules and regulations (state, federal or local), including without limitation all environmental and occupational, health and safety requirements relating to Grantee's use or occupancy of the Easement Area and the operation and maintenance of the Solar Facility.

22.3 Bankruptcy. Grantee has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to Grantee's knowledge has any such petition been filed against Grantee. No general assignment of Grantee's property has been made for the benefit of creditors, and to Grantee's knowledge, no receiver, master, liquidator or trustee has been appointed for Grantee or any of its property. Grantee is not insolvent.

22.4 Representations from PPA The representations of Grantee set forth in Article 9 of the PPA are by this reference incorporated into this Easement Agreement as though

fully set forth herein; *provided, however*, that any reference in any of such Sections (as so incorporated into this Easement Agreement) to the PPA shall hereby be deemed instead to reference this Easement Agreement.

23. Recording. Grantor agrees to execute and acknowledge a memorandum of this Easement Agreement, in form and substance satisfactory to the Parties, which Grantee may record with the appropriate recording officer. The date set forth in the Memorandum of Easement Agreement is for recording purposes only.

24. Waiver of Consequential Damages. Neither Party shall be liable hereunder for any special, incidental, indirect, punitive or consequential damages arising out of, or in connection with, this Easement Agreement or such Party's performance of its obligations hereunder, including, but not limited to, loss of profits or revenue, lost business opportunities, cost of capital or cost of replacement services. The provisions of this Section 24 shall survive the expiration or earlier termination of this Easement Agreement.

25. Governing Law. This Easement Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California, without giving effect to the conflicts of laws principles thereof. The provisions of this Section 25 shall survive the expiration or earlier termination of this Easement Agreement

26. Transferability. The Parties hereby acknowledge and agree that the easements and other rights conferred by this Easement Agreement are intended to, and do, constitute covenants that run with and burden the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns, and all persons claiming under them.

27. Miscellaneous. The terms and provisions of Sections 14.1 (*Assignment*), 14.2 (*Financing*), Article 16 (*Confidentiality*), provided that the Memorandum of Easement Agreement may be recorded in accordance with Section 23 hereof, and Article 17 (*Miscellaneous*) of the PPA are by this reference incorporated into this Easement Agreement as though fully set forth herein; *provided, however*, that any reference in any of such Sections and Articles (as so incorporated into this Easement Agreement) to the PPA shall hereby be deemed instead to reference this Easement Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the day and year first above written.

SOL SYSTEMS, LLC

By: _____

Name: _____

Title: _____

GRANTOR

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

DESCRIPTION OF SITE

Name of School:

Address:

Legal Description:

Perris Lake High School
418 Ellis Ave
Perris, CA

Description:

The north rectangular 5 ½ acres of lot 2 of Perou's subdivision of the south ½ of the southeast ¼ of section 31, township 4 south, range 3 west, San Bernardino base and Meridian, as shown by map on file in book 15, page 698 of maps, San Diego County records; excepting therefrom the west 135 feet of the north 100 feet.

Paloma Valley High School
31375 Bradley Road
Menifee, CA

Description:

Parcel 1:

The southeast quarter of the northeast quarter of section 9, township 6 south, range 3 west, San Bernardino Meridian, in the County of Riverside, State of California.

Parcel 2:

The east half of the southwest quarter of the northeast quarter of section 9, township 6 south, range 3 west, San Bernardino Meridian, in the County of Riverside, State of California.

Heritage High School
26001 Briggs Rd
Romoland, CA

Description:

Commencing at the northeast corner of said section 13;

Thence south $00^{\circ} 01' 59''$ east along the east line of said section 13, said line also being the centerline of Briggs road (formerly Alicantes Road) as shown on said map of Romola Farms No. 15, a distance of 250.06 feet to a point thereon;

Thence south $89^{\circ} 58' 01''$ west, a distance of 30.00 feet to the true point of beginning, said point being on the west right of way line of said Briggs Road, said point also being on a line parallel with and distant westerly 30.00 feet, measured at a right angle, from said centerline of Briggs Road;

Thence South $00^{\circ} 01' 59''$ east along said right of way line and along said parallel line, a distance of 2013.73 feet to a point on a line parallel with and distant northerly 384.96 feet, measured at a right angle, from the centerline of McLaughlin Road (30.00 feet in half width) as shown on said map:

Thence south $89^{\circ} 47' 12''$ west along said parallel line, a distance of 1227.77 feet.

Thence north $00^{\circ} 19' 16''$ west, a distance of 2231.30 feet to a point on the south right of way line of state highway 74 (formerly Romola Blvd.) as shown per C.D.O.T. right of way map Riverside County RA 204-675, said point also being on a line parallel with and distant southerly 30.00 feet, measured at a right angle, from the centerline of said state highway 74;

Thence north $89^{\circ} 40' 44''$ east along said south right of way line and along said parallel line, a distance of 819.10 feet to a point thereon, said point being on the west line of that certain parcel of land conveyed to the County of Riverside by deed recorded June 22, 1994 as a instrument no. 253035;

Thence along the boundary line of said parcel so conveyed the following five courses and distances:

1. South $00^{\circ} 19' 16''$ east, a distance of 5.00 feet to a point on a line parallel with and distant southerly 35.00 feet, measured at a right angle, from said centerline of state highway 74;
2. North $89^{\circ} 40' 44''$ east along said parallel line, a distance of 380.22 feet to a point thereon;
3. South $45^{\circ} 05' 09''$ east, a distance of 41.90 feet to a point on a line parallel with and distant westerly 40.00 feet, measured at a right angle, from said centerline of Briggs Road;
4. South $00^{\circ} 01' 59''$ east along said parallel line, a distance of 185.11 feet to a point thereon;
5. North $89^{\circ} 58' 01''$ east, a distance of 10.00 feet to the true point of beginning.

Containing 63.10 acres, more or less.

District Office
155 E. Fourth St.
Perris, CA

Description:

That certain parcel of land situated in the City of Perris, County of Riverside, State of California being the east 10.00 feet of lot 14 and all of lots 15, 16, 17 and 18 in block 21 of town of Perris, per book 5 of maps, page 270 records of San Diego County, California on file in the City of Riverside state of California at the Riverside county clerk and recorder's office.

Beginning at a point on the west line of the east 10 feet of lot 14, north $00^{\circ} 15' 52''$ west 97.02 feet from the southwest corner thereof;
Thence departing said west line south $89^{\circ} 38' 35''$ east 15.79 feet to a point on a curve concave northwesterly, having a radius of 37.00 feet;
Thence northeasterly along said curve a distance of 58.12 feet measured along the arc to a point of tangent;
Thence north $00^{\circ} 21' 25''$ east along said tangent line 2.00 feet to the point of terminus at the southerly line of the northerly 14.00 feet of said lots 15 and 16

Perris High School
175 E. Nuevo Ave
Perris, CA

Description:

The northwest quarter of the northwest quarter of section 29, township 4 south, range 3 west, San Bernardino base and Meridian, as shown by United States government surveys and plats on file in United States land office of Los Angeles, California:

Excepting therefrom the south 100 feet.

Academy
515 East 7th St.
Perris, CA

Description:

Being a portion of the north 333.00 feet of the east one-half of the northeast one-quarter of the southwest one-quarter of section 32, township 4 south, range 3 west of the San Bernardino base and meridian, situated in the City of Perris, State of California, described as follows: Beginning at a point on the west line of the east 44.00 feet of the northeast one-quarter of the southwest one -quarter of said section 32, a distance of 73.00 feet south from the centerline of seventh street; thence south $00^{\circ} 27' 54''$ east along the west line of the east 44.00 feet of said northeast one-quarter of the southwest one-quarter of said section 32, a distance of 260.00 to the south line of the north 333.00 feet thereof; thence south $89^{\circ} 32' 30''$ west along said south line 256.12 feet; thence north $00^{\circ} 27' 13''$ west 260.00 feet to a point 73.00 feet south of the centerline of said seventh street; thence north $89^{\circ} 32' 30''$ east along a line 73.00 feet south of and parallel with said centerline of seventh street 256.22 feet to the point of beginning. Excepting therefrom any portion lying within Redlands Ave. also excepting therefrom any portion lying within seventh street.

Pinacate Middle School
1990 South A St.
Perris, CA

Description:

Parcel 4 of lots "C" and "D" of parcel map #17463 filed in book 102 pages 92 and 93, records of Riverside County, California.

CMI
755 North A Street
Perris, CA

Description:

The west 828 feet of the north 611.16 feet of the southeast one-quarter of section 30, township 4 south, range 3 west, San Bernardino base and Meridian, reserving to the grantor an easement for installing, maintaining, and renewing a pipeline for transporting water for irrigation purposes over the northerly 30 feet of the property being conveyed herein.

EXHIBIT B

EASEMENT AREA

THE EASEMENT AREA IS THAT AREA OF THE SITE AS DEPICTED IN THE SITE PLAN FOR THE SOLAR FACILITY ATTACHED HERETO AND INCORPORATED IN THE EASEMENT AGREEMENT. THE ADDITIONAL EASEMENT AREAS INCLUDE THOSE AREAS IN IMMEDIATE PROXIMITY TO THE SOLAR FACILITY LOCATION NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF THE SOLAR FACILITY, INCLUDING BUT NOT LIMITED TO EASEMENTS, LICENSES AND BELOW GROUND UTILITY LINES LOCATED ON OR APPURTENANT TO THE SYSTEMS, IF ANY.

[ARRAY LOCATION SITE PLANS ATTACHED]