

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of [date], 2023 (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	County of San Mateo 400 County Center Redwood City, CA 94063 Attention: Carolyn J. Bloede, Director, Office of Sustainability	Name and Address	Peninsula Clean Energy Authority 2075 Woodside Rd. Redwood City, CA 94061 Attention: Rafael Reyes, Director of Programs
Phone	(650) 400-0098	Phone	(650) 260-0005
E-mail	cbloede@smcgov.org	E-mail	programs@peninsulacleanenergy.com
Premises Ownership	Purchaser owns the Premises.		
Tax Status			System Owner
Project Name	San Mateo County HSA Building		

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in **Schedule A to Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

The System shall initially be owned by Seller. “**System Owner**” means Seller or a subsequent owner of the System in the event that Seller transfers title to the System.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** Performance Guaranty
- Exhibit 5** Premises-Specific Terms

Purchaser: County of San Mateo

Seller: Peninsula Clean Energy Authority

Signature: _____
 Printed Name: Mike Callagy
 Title: County Executive Officer
 Date: _____

Signature: _____
 Printed Name: Jan Pepper
 Title: Chief Executive Officer
 Date: _____

Signature: _____
 Printed Name: David Pine
 Title: Supervisor
 Date: _____

Exhibit 1

Pricing

1. **Initial Term:** Twenty (20) years, beginning on the date that Commercial Operation is achieved (such date, the “**Commercial Operation Date**” and such term, the “**Initial Term**”). “**Commercial Operation**” means that the System is mechanically complete, commences regular, daily operation, complies with all applicable law, has undergone successful system testing, is providing electricity to the Delivery Point at the System Size specified in Exhibit 2 and has obtained all necessary Approvals (as defined in Section 5(b) of Exhibit 3), including permission to operate from the Utility and Seller.
2. **Additional Terms:** Upon mutual written agreement, the Parties may extend the Initial Term for up to two (2) additional terms of up to five (5) years each beginning on the expiration of the Initial Term or on the expiration of the first Additional Term, as applicable (each, an “**Additional Term**”).
3. **Contract Price:** \$0.147 per kilowatt-hour (“**kWh**”).
4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. Statutory prevailing wage rates (e.g., Davis-Bacon) do apply.
 - b. A Performance Guaranty is being provided.
5. **Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:
 - a. Groundwork (including excavation and circumvention of underground obstacles) that is unforeseen despite reasonable efforts to assess existing site conditions. Upgrades or repair to Purchaser or Utility electrical infrastructure (including: Purchaser or Utility service, transformers, substations, poles, breakers, reclosers, and disconnects). “**Utility**” means the electric distribution utility serving Purchaser.
 - b. Tree removal, tree trimming, mowing and any landscape improvements.
 - c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
 - d. Removal of existing lighting, light poles, or concrete light post bases.
 - e. Roof membrane maintenance or reroofing work.
 - f. Structural upgrades to the Improvements, including Americans with Disabilities Act (“**ADA**”) upgrades.
 - g. Installation of public information screen or kiosk (including accompanying Internet connection, power supply, technical support and ADA access).
 - h. Changes in System design caused by any inaccuracy in information provided by Purchaser, including information regarding Purchaser’s energy use, the Premises and the Improvements, including building plans and specifications.

If such excluded costs will result in an increase to the Contract Price, Seller shall deliver notice to Purchaser of such increase to the Contract Price not less than sixty (60) days prior to commencement of the installation of the System (“**Commencement of Installation**” and such notice, the “**Excluded Costs Notice**”). If excluded costs will result in an increase to the Contract Price such that the revised Contract Price would be at least ten percent (10%) lower than Purchaser’s retail electricity rate (inclusive of demand charges) current as of the Effective Date, Purchaser shall be responsible for such increased Contract Price and the Contract Price shall be amended to reflect the new Contract Price included in the Excluded Costs Notice. If such excluded costs will result in an increase to the Contract Price, such that the revised Contract Price would not be at least ten percent (10%) lower than Purchaser’s retail electricity rate (inclusive of demand charges) current as of the Effective Date, Purchaser shall have a right to terminate this Agreement without penalty by providing notice of such termination within thirty (30) days of delivery of the Excluded Costs Notice.

6. Termination Payment Schedule (**Exhibit 3**, Section 11(b)(iii)(A)):

Contract Year	Termination Payment (\$)
1	\$499,306
2	\$477,389
3	\$455,506
4	\$433,658
5	\$411,847
6	\$390,073
7	\$368,338
8	\$346,642
9	\$324,988
10	\$303,375
11	\$281,806
12	\$260,282
13	\$238,804
14	\$217,373
15	\$195,992
16	\$174,660
17	\$153,381
18	\$132,154
19	\$110,983
20	\$89,869

Exhibit 2

System Description, Delivery Point and Premises

1. System Location: 2500 Middlefield Rd, Redwood City, CA 94063
2. System Size (DC kW): 125.5
3. System Description (Expected Structure, etc.): rooftop
4. Delivery Point and Premises: Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
 - a. Premises, including the Improvements (as applicable);
 - b. Proposed System location at the Premises;
 - c. Delivery point for electricity generated by the System (the “**Delivery Point**”);
 - d. Access points needed for Seller to cause the System to be installed and serviced (building access, electrical room, stairs, etc.); and
 - e. Construction assumptions (if any).

Schedule A

1. Physical building address: 2500 Middlefield Rd, Redwood City, CA 94063
2. Number of Stories:
3. Total Square Footage:
4. Year Built:
5. Year of any mechanical/electrical updates:
6. Type of Construction, (example; wood frame, masonry, steel):
7. Description/ Type of roof structure/system:
8. Confirm whether the building is sprinklered:
9. Describe any additional security measures, (example: video surveillance, etc.):

A Site Plan and Single Line Diagram are attached at the end of this document labeled “Attachment 1 to Schedule A of Exhibit 2”.

Exhibit 3

General Terms and Conditions

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Exhibit 3

General Terms and Conditions

1. **Purchase and Sale of Electricity.** Subject to the terms and conditions of this Agreement, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Should Purchaser elect to “opt out” of receiving retail electric generation service from Seller at the Premises, the provisions of Section 11(b)(iv)(B) shall apply. Seller warrants that it will deliver the electricity to Purchaser at the Delivery Point free and clear of all liens, security interests, claims, and other encumbrances.

2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 1 of Exhibit 1) and continues for the duration of the Initial Term and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the “Term”).
 - b. **Additional Terms.** The Parties may agree in writing to extend this Agreement for up to two (2) Additional Terms at a Contract Price to be negotiated by the Parties prior to the expiration of the Initial Term or the first Additional Term, as applicable.
 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to Commencement of Installation, (i) Purchaser terminates this Agreement pursuant to Section 5 of Exhibit 1, or (ii) Seller determines that the installation of the System will not be viable for any reason, either Party may terminate this Agreement by providing ten (10) days’ prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of Exhibit 1 or otherwise.
 - d. **Termination by Purchaser for Delay.** If Commencement of Installation has not occurred within three hundred and sixty-five (365) days after the Effective Date, Purchaser may terminate this Agreement by providing thirty (30) days’ prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller causes to be achieved Commencement of Installation on or before the end of such thirty (30) day notice period or if Commencement of Installation is delayed due to a Force Majeure Event. Purchaser shall not be liable for any damages in connection with such termination. For the avoidance of doubt, such event shall not be deemed a Default Event by Seller and Purchaser’s only remedy shall be the reimbursement by Seller of direct costs reasonably incurred by Purchaser by reason of the termination.

3. **Billing and Payment; Taxes.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in Exhibit 1 (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 10). Additional costs for items differing from the assumptions in Exhibit 1, Section 4 are Purchaser’s responsibility.
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly for amounts owed by Purchaser hereunder. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement, and (iii) the total amount due from Purchaser.
 - c. **Payment Terms.** All amounts due under this Agreement are due and payable within thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars. “Prime Rate” shall mean the annual prime rate of interest published in the Wall Street Journal for the applicable period during which interest is incurred pursuant to the terms of the Agreement.

d. **Taxes.**

- i. **Purchaser's Taxes.** Purchaser is responsible for: (A) payment of, or reimbursement of Seller, for all taxes assessed on the generation, sale, delivery or consumption of electricity produced by the System or the interconnection of the System to the Utility's electricity distribution system; (B) real property taxes; and (C) any sales or use taxes as a result of exercising the option to purchase the System in Section 14(b).
- ii. **Seller's Taxes.** Seller is responsible for: (A) payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement; and (B) personal property taxes imposed on the System ("**Seller's Taxes**").

- e. **Budgeting for Contract Price.** Upon execution of this Agreement and prior to the commencement of each subsequent budgetary cycle of Purchaser during the Initial Term (and Additional Term, if any), Purchaser shall take all necessary action to obtain all necessary budgetary approvals and certifications for payment of all of its obligations under this Agreement for such budgetary cycle, including, but not limited to including the maximum amount of its annual payment obligations under this Agreement in its budget submitted to Purchaser's Board of Supervisors for each year of that budget cycle.

4. **RECs and Incentives.**

a. **Definitions.**

"**Governmental Authority**" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"**Incentives**" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, including, but not limited to, the election to receive a payment with respect to investment tax credits or production tax credits pursuant to Code Section 6417, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

"**REC**" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

- b. **RECs.** The Parties hereby agree that Seller is entitled to the benefit of, and will retain all ownership interests in, the RECs. If necessary, Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the RECs, nor shall Purchaser attempt to sell, assign or transfer such RECs. If any RECs are delivered directly to Purchaser, Purchaser shall immediately deliver such items or amounts to Seller.

- c. **Incentives.** The Parties hereby agree that Seller or a subsequent System Owner, if applicable, and not Purchaser, is entitled to the benefit of, and will retain all ownership interests in, the Incentives. If necessary, Purchaser shall cooperate with Seller and any such third-party System Owner in obtaining, securing and transferring any and all Incentives, including cooperating, as requested by Seller, with respect to any challenges as to Seller obtaining any portion or amount of the Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller or any such System Owner. Purchaser shall not make any filing or statements inconsistent with Seller's or System Owner's ownership interests in the Incentives, nor shall Purchaser attempt to sell, assign or transfer such Incentives. If any Incentives are delivered directly to Purchaser, Purchaser shall immediately deliver such items or amounts to Seller.

5. **Project Completion.**

- a. **Project Development.** Seller shall use reasonable efforts to diligently pursue or cause to be pursued the development and installation of the System, subject to Section 2(c) and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall use reasonable efforts to cause to be obtained the following at its sole cost and expense (each, an “**Approval**”):
- i. any zoning, land use and building permits required for Seller to cause the System to be constructed, installed and operated; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility’s electric distribution system.

Purchaser shall reasonably cooperate with Seller’s reasonable requests to assist Seller in expeditiously obtaining such Approvals, including, without limitation, the execution of documents required to be provided by Purchaser to the Utility. The Parties acknowledge and agree that Purchaser does not have authority or jurisdiction over any other public agency’s ability to grant Approvals or ability to impose limitations that may affect the System, provided, that such acknowledgment and agreement does not apply to joint powers authorities or related agencies over which Purchaser asserts authority.

c. **Force Majeure.**

- i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
- ii. **Extended Force Majeure.** If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of three hundred sixty-five (365) days or more, then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (A) liabilities accrued prior to termination, (B) Seller’s obligation to cause the System to be removed as required under Section 9 (but Purchaser shall reimburse Seller for Seller’s removal costs if the Force Majeure Event affects Purchaser and Purchaser elects to terminate the Agreement) and (C) if Purchaser elects to terminate the Agreement in accordance with this Section, Purchaser shall pay the applicable Termination Payment. Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the System or other actions by Seller and, prior to expiration of the three hundred sixty-five (365) day period, Seller provides written evidence to Purchaser that it is diligently pursuing such actions, then Purchaser shall not have the right to terminate this Agreement so long as Seller continues to diligently pursue such actions.
- iii. **Definition of “Force Majeure Event.”** “Force Majeure Event” means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation: an act of God; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction, tariff or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tsunami; storm; tornado; blizzard; heatwave; hurricane; flood; lightning; hail; wind; drought; animals; epidemic; pandemic; action or the failure to act by a Governmental Authority or the Utility, including, but not limited to, a moratorium on any activities related to this Agreement or the delay or a lack of a final Approval based on the California Environmental Quality Act (“**CEQA**”) or other applicable law, provided that the delay in decision-making is not attributable to the Party claiming a Force Majeure Event and that such Party has exercised its reasonable efforts to cause such Approval to be obtained; delays in interconnection, provided that the delay in obtaining interconnection is not attributable to the Party claiming a Force Majeure Event or its agents; unavailability of electricity from the Utility grid; and failure or unavailability of equipment, supplies or products outside of Seller’s control or due to a Force Majeure Event. For purposes of the definition of “Force Majeure,” a Party shall not be considered a Governmental Authority if such Party is claiming the presence of a Force Majeure Event as an excuse for its failure to timely perform its obligations under this Agreement.

- d. **Extension of Time.** If Seller is delayed in causing the achievement of Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay.
- e. **Commercial Operation.** Seller shall notify Purchaser in writing at least one week prior to the Commercial Operation Date. Upon Purchaser's reasonable request, Seller shall provide Purchaser with the "Final Completion Certificate" as executed by the contractor to Seller responsible for installing the System and the "Final Completion Notification" as executed by Seller to evidence that the System is ready to begin Commercial Operation. Purchaser may not turn on, electrify or otherwise operate the System in the absence of prior, written permission from Seller.

6. Installation, Operation and Maintenance.

- a. **Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall use reasonable efforts to cause the System to be designed, engineered, installed, commissioned, monitored, operated and maintained, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the State of California. The Seller shall ensure that the System complies with all applicable law, rules, regulations and local building codes.
- b. **System Design Approval.** Seller has provided Purchaser with a copy of the System design, and Purchaser has approved such design. Should any subsequent changes to the System design be made prior to Commencement of Installation, Purchaser shall be provided with a copy of any such revised System design and Purchaser shall have ten (10) business days after receipt to approve or disapprove the revised design, such approval not to be unreasonably withheld. Failure by Purchaser to respond within such ten (10) business day period shall be deemed approval of the revised System design. If Purchaser disapproves the revised System design, Seller may either (i) cause the design to be reverted to the original design approved by Purchaser or (ii) terminate this Agreement and such termination shall be without further liability to Purchaser. If changes to the System design or other changes, including new information regarding Purchaser's electricity needs or Seller's selection of equipment for the System will result in a change to any of the data on **Exhibit 2** (including, but not limited to the System Size), **Exhibit 2** may be revised and amended pursuant to the written agreement of the Parties.
- c. **System Repair and Maintenance.** Seller may cause the suspension of delivery of electricity from the System to the Delivery Point for the purpose of causing the maintenance to and repairs of the System; provided that Seller shall use reasonable efforts to minimize any interruption in service to the Purchaser and shall provide at least thirty (30) business days' advance notice to Purchaser of any scheduled maintenance and repairs. Emergency maintenance and repairs may be performed in the absence of such notice if necessary to prevent harm to persons or property. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Purchaser, its agents, employees or contractors.
- d. **System Outage Allowance.** Upon Purchaser's written request, Seller shall cause the System to be taken off-line for a total of forty-eight (48) daylight hours (as defined by the United States National Weather Service in the area where the System is located) during each Contract Year (each event an "**Outage**" and the forty-eight (48) hour period the "**Outage Allowance**"). The Outage Allowance includes all Outage hours undertaken by Seller for maintenance or repairs for which Purchaser is responsible pursuant to **Section 6(c)** or requested by Purchaser under this **Section 6(d)** (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at least forty-eight (48) hours in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance. If the aggregate hours for Outages, including, but not limited to Outages resulting from a temporary disconnection or removal pursuant to **Section 6(f)**, exceed the Outage Allowance in a given Contract Year and Purchaser has opted out of receiving retail electric generation service from Seller, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Outages and Purchaser shall pay Seller for such amount in accordance with this Agreement.
- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local Utility grid at all times; and (ii) shall not permit cessation of delivery of electric service to the Premises from the local Utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use reasonable efforts to cooperate with Seller to comply with any technical standard of the Utility providing electrical power to the Purchaser.

- f. **Alteration or Repairs to Premises.** Not less than ninety (90) days prior to making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement result in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection of the System is necessary in order for Purchaser to perform such alterations or repairs, Seller shall cause to be performed such work, and any re-connection of the System, at Purchaser's cost, subject to Sections 6(c), 6(d) and 6(e). To the extent that temporary removal of the System is necessary in order for Purchaser to perform such alterations or repairs, Seller shall use reasonable efforts to cause to be performed such removal work within one hundred and eighty (180) days of Seller's determination that such temporary removal is required and any such removal and re-installation work shall be at Purchaser's cost, subject to Sections 6(c), 6(d) and 6(e). Seller shall cause to be made any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

7. **Miscellaneous Rights and Obligations of the Parties.**

- a. **Access Rights.** In consideration of and in order to effectuate the mutual covenants and terms of this Agreement, Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and subcontractors and the Utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is one hundred and eighty (180) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement, including, but not limited to design, engineering, development, construction, installation, inspection, interconnection, testing, operation, maintenance, repair, replacement and removal of the System and all incidental and related uses connected therewith. Seller and its employees, agents, contractors and subcontractors must comply with Purchaser's site safety and security requirements when on the Premises during the License Term. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere, or permit any third parties under Purchaser's control to interfere, with such rights or access. Seller may record a customary memorandum of license in the land records respecting the Licenses.
- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act ("**OSHA**") requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Purchaser's breach of its obligations under this Section or (ii) the acts or omissions of Purchaser or its employees, agents, invitees or separate contractors. Without limiting the foregoing, Seller shall arrange for security of the System, equipment and tools during the construction of the System and Purchaser shall cooperate with Seller and its contractor with respect to such security measures.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control, cause or permit any interference with the System's Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System's Insolation. If either Party discovers any activity or condition that could diminish the Insolation of the System, such Party shall immediately notify the other Party and Purchaser shall cooperate with Seller in preserving and restoring the System's Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use and shall cause to be used suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by such contractors and subcontractors. Seller shall pay or shall cause to be paid when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.

f. Liens.

- i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises (each a “**Lien**”) on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following such Party’s discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.
- ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party’s property as a result of the indemnifying Party’s breach of its obligations under Section 7(f)(i).

8. Relocation of System. If, during the Term, Purchaser ceases to conduct operations at the Premises or vacates the Premises, the Premises have been destroyed, or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may propose in writing the relocation of the System, at Purchaser’s cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of this Agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser’s proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

9. Removal of System upon Termination or Expiration. Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), cause to be removed all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than one hundred and eighty (180) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to substantially its original condition as is reasonably possible, except for ordinary wear and tear, including the removal of System mounting pads or other support structures, and repair and restoration of the roof and the roof membrane. Seller is required to cause to be repaired any and all damage to the Premises caused by removal of the System. Notwithstanding the foregoing, Seller shall not be obligated to remove or cause to be removed any support structures for the System which are affixed to and below the exposed surface of Purchaser’s structures or any below grade structures, including foundations and conduits, or any roads. If the System is installed on the roof of an Improvement, Seller’s warranties under Section 12(c)(i) shall apply, as applicable. Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. Purchaser shall comply with Section 7(c) and Section 13 until removal is complete. If Seller fails to cause the removal of the System within one hundred and eighty (180) days after expiration of the Term, Purchaser may, at its option, remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller’s cost, *provided* that if Seller pays Purchaser for such costs, Seller shall not be liable to Purchaser for a Default Event by Seller.

10. Measurement.

- a. **Meter.** The System’s electricity output during the Term shall be measured by Seller’s meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the “**Meter**”). Purchaser shall have access to the metered energy output data via the monitoring system caused to be installed and maintained by Seller as part of the System.
- b. **Meter Calibration.** Seller shall cause the Meter to be calibrated in accordance with manufacturer’s recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser’s meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser’s cost.
- c. **Internet Connection.** At all times during the Term, Purchaser shall maintain and make available, at Purchaser’s cost:

- i. A hard-wired ethernet port for connection to System equipment located within fifty (50) physical feet of the electrical room of the Premises; or, if such hard-wired port is not feasible, Wi-Fi available seven (7) days per week and twenty-four (24) hours per day;
- ii. Information technology support services as needed to provide Internet connectivity via the connection described in Section 10(c)(i); and
- iii. A dedicated IP address for System equipment.

If Purchaser does not maintain such Internet connection described above, Seller will not be able to cause the System to be monitored or provide the performance guaranty set forth on Exhibit 4. Further, if Seller is not able to monitor the System, Seller will be required to estimate the System's power production for purposes of determining the monthly payment(s) for any such month in which the required Internet connection was not available.

- d. **Meter Testing.** Purchaser may require Seller to cause the Meter to be tested once at any time during the Term at Seller's cost (an "**Initial Meter Test**"). After the Initial Meter Test, Purchaser may request that Seller cause the Meter to be tested only upon Purchaser's reasonable basis for belief that a Meter Inaccuracy (as defined below) exists, at Seller's cost (a "**Second Meter Test**"). In the absence of a Meter Inaccuracy as demonstrated by a Second Meter Test, any future Meter testing shall be at Purchaser's sole cost and expense. If any Meter test demonstrates inaccuracy of the Meter of greater than two percent (2%) over the course of a Contract Year (a "**Meter Inaccuracy**"), then Seller shall credit any overpayment by Purchaser against, or add any underpayment by Purchaser to, the next monthly invoice it provides to Purchaser. Purchaser shall have the right to witness any Meter test.

11. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to perform any material obligation under this Agreement or an act or omission of a Party in violation of the terms and conditions of this Agreement not addressed elsewhere in this Section 11(a) within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within sixty (60) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
 - iii. such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within ten (10) business days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;
 - iv. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or,
 - vi. in the case of Purchaser as the Defaulting Party only, Purchaser (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Purchaser pays the Termination Payment determined under Section 6 of Exhibit 1 within thirty (30) days after written request by Seller; (B) loses its right to provide or is in default under Section 7(a); or (C) prevents Seller from performing any material obligation under this Agreement unless such action by Purchaser is (I) permitted under this Agreement, or (II) cured within ten (10) days after written notice thereof from Seller.

b. Remedies.

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement, including, but not limited to, turning off the System, until the earlier to occur of the date (A) that Purchaser cures the Default Event in full, or (B) of termination of this Agreement. Seller's rights under this Section 11(b)(i) are in addition to any other remedies available to it under this Agreement, at law or in equity.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing thirty (30) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(v), the Non-Defaulting Party may terminate this Agreement immediately.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
 - A. **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (1) the applicable amount set forth in the Termination Payment Schedule set forth as Section 6 of Exhibit 1, and (2) any other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.
 - B. **Termination by Purchaser.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (1) the present value of the excess, if any, of the reasonably expected cost of electricity delivered by the Utility over the Contract Price for the reasonably expected production of the System for a period of the lesser of five (5) years or the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all direct costs reasonably incurred by Purchaser by reason of the termination; and (3) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 11(b)(iii)(B) cannot be less than zero.
- iv. **Liquidated Damages.**
 - A. The Parties agree that, if Seller terminates this Agreement prior to the expiration of the Term pursuant to Section 11(b)(ii), actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 11(b)(iii)(A) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.
 - B. The Parties agree that, prior to the Effective Date, Seller provided various services to Purchaser to facilitate the development of the System on the Premises based on an assumption that it would have an ongoing retail electric service customer relationship with Purchaser, including but not limited to: engagement with Purchaser and its employees or other agents to identify, screen, and select candidate facilities for the installation of Systems; engagement of an independent engineering services firm to conduct site investigation, analysis of load data, System design, site layout and single line diagrams, estimated solar production, and coordination with Purchaser's employees or agents; and engagement with Purchaser's employees or agents to support obtaining necessary resolutions and approvals to authorize the installation of the System. In light of the foregoing, the Parties hereby agree that, if Purchaser opts out of receiving its retail electricity service at the Premises from Seller, or if Purchaser terminates this Agreement pursuant to Section 6(b), actual damages would be difficult or impossible to ascertain, and \$25,000 is a reasonable approximation of the damages suffered by Seller and is not a penalty.

c. Obligations Following Termination. If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall cause the equipment constituting the System to be removed in compliance with Section 9 at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to cause the System to be removed following the occurrence of a Default Event by Purchaser pursuant to Section 11(a)(i), unless Purchaser pre-pays the cost of restoration reasonably estimated by Seller.

- i. **Reservation of Rights.** Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(iii), nothing in this Section 11 limits either Party's right to

pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.

- ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 6 of Exhibit 1 following a Default Event by Purchaser.
- iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. **Representations and Warranties.**

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary governmental action, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by applicable law and any Governmental Authority or other third-party and necessary for such Party to own its assets, carry on its business and operations and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

- i. **Licenses.** (A) Purchaser has title to and is the fee owner of the Premises such that Purchaser has the full right, power and authority to enter into and perform all of its obligations under this Agreement, (B) this Agreement does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (C) there are no deeds of trust, mortgages or similar security instruments with a lien against the Premises.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (A) the Premises, (B) the Improvements on which the System is to be installed, if applicable, (C) Purchaser's planned use of the Premises and any applicable Improvements, and (D) Purchaser's estimated electricity requirements, is accurate in all material respects.
- iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. **Limit on Use.** No portion of the electricity generated by the System shall be used to heat a swimming pool.

c. **Seller's Warranties.**

- i. If Seller causes to be penetrated the roof of any Improvement on which the System is installed, during System installation or any System repair, Seller shall provide for a warranty on roof damage caused by these roof penetrations. This roof warranty shall terminate upon the earlier of (A) five (5) years following the Commercial Operation Date and (B) the expiration of the warranty applicable to such roof provided by Purchaser's roofing contractor.
- ii. If Seller or its agents damage any other part of the Premises or any Improvement (including roof damages not covered

under Section 12(c)(i) above), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties and subject to Section 15.

- d. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT.

13. **Insurance.**

- a. **Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:
- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability, employers liability and automobile liability insurance with primary coverage of at least \$1,000,000 per occurrence, an excess liability limit of \$5,000,000, for a total of \$6,000,000 in the aggregate, and (C) workers' compensation insurance as required by law. Seller's coverage may be provided as part of an enterprise insurance program.
 - ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least \$2,000,000 per occurrence.
- b. **Policy Provisions.** The insurance policies referenced in Section 13(a) shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- d. **Deductibles.** Each Party shall pay or cause to be paid its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. **Ownership; Option to Purchase.**

- a. **Ownership of System.**
- i. **Ownership; Personal Property.** System Owner or its assignee shall be the legal and beneficial owner of the System and the System will remain the personal property of System Owner or such assignee and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that System Owner or its assignee is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
 - ii. **Notice to Purchaser Lienholders.** Purchaser shall use reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
 - iii. **Fixture Disclaimer.** Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If, at any point after the Effective Date, Purchaser is not the fee owner of the Premises, Purchaser shall obtain such consent from such fee owner. For the avoidance of doubt, in either circumstance Seller has the right to file such

disclaimer.

- iv. **SNDA**. Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and Purchaser, any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.
- v. **Eviction Notice**. Purchaser hereby represents and warrants that it is the legal owner of the Premises. To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed after the Effective Date, Purchaser shall provide to Seller immediate written notice of any such change in ownership and receipt of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

b. Option to Purchase

- i. **Exercise of Option**. At the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from System Owner on any such date for a purchase price equal to the Fair Market Value of the System applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the Initial Term or Additional Term, as applicable.
- ii. **Fair Market Value**. The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.
- iii. **Title Transfer; Warranties; Manuals**. If Purchaser exercises its purchase option pursuant to Section 14(b)(i) above, title to the System and manufacturers' warranties shall transfer to Purchaser upon System Owner's receipt of the purchase price and execution by System Owner and Purchaser of a written instrument or agreement to effect such transfer to be negotiated between System Owner and Purchaser. The System will be sold "as is, where is, with all faults." Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 19(d), System Owner will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability

- a. **General**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from (i) any Claim (as defined in Section 15(c)) relating to the Indemnifying Party's breach of any representation or warranty set forth in Section 12 and (ii) injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(d).
- b. **Permission to Operate Indemnification**. Purchaser shall defend, indemnify and hold harmless Seller Indemnified Parties from and against any Liabilities resulting from Purchaser's breach of Purchaser's obligations under Section 5(c).
- c. **Notice and Participation in Third-Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third-party (a "**Claim**"), as soon as possible upon the receipt of

information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(c) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(c) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

d. Environmental Indemnification.

- i. Seller Indemnity. Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(d)(iii)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
- ii. Purchaser Indemnity. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees or, where the deposit, spill, or existence of the Hazardous Substance is not caused by Seller or any of its contractors or agents, to the extent the condition is known by Seller or any of its contractor or agents and is worsened as a result of the negligent acts or omissions, willful misconduct, or breach of Contract by Seller or any of its contractors, agents or employees.
- iii. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

e. Limitations on Liability.

- i. No Consequential Damages. Except with respect to indemnification of third-party claims pursuant to Section 15, fraud or willful misconduct, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment set forth in Section 6 of Exhibit 1 shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(e)(i).
- ii. Actual Damages. Except with respect to indemnification of Claims pursuant to this Section 15, and except as otherwise limited in Section 12(d), Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed \$1,000,000. The provisions of this Section 15(e)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

f. EXCLUSIVE REMEDIES. TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

- g. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

16. **Change in Law.**

- a. **Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller's rights, entitlement, obligations or costs under this Agreement, then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and cause the System to be removed and the Premises to be restored in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or Seller's performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- c. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority that materially alters the financial obligations of Seller under this Agreement.

17. **Assignment and Financing.**

a. **Assignment.**

- i. **Restrictions on Assignment.** Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System in accordance with prudent solar industry practices in the State of California.
- ii. **Permitted Assignments.** Notwithstanding Section 17(a)(i), Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, the assignment does not negatively affect the terms of this Agreement or Seller's ability to perform hereunder or thereunder. Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument.
- iii. **Successors and Permitted Assignees.** This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.

- b. **Financing.** The Parties acknowledge that Seller and/or System Owner may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a "**Financing Party**") in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's and/or System Owner's financing arrangements and in addition to any other rights or entitlements of Seller or System Owner's under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller and/or System Owner or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

18. **Confidentiality.**

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. Subject to Section 18(b)(iii), the Parties hereby agree to treat Sections 3 and 6 of Exhibit 1 as Confidential Information of each Party for purposes of this Section 18 and to redact the numbers set forth in such Sections from any publication or disclosure of this Agreement.
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
- i. A Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, “**Representatives**”), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
 - ii. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (C) is independently developed by the receiving Party, or (D) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party’s efforts to limit the disclosure to the extent permitted by applicable law.
 - iii. Each Party hereto acknowledges and agrees that this Agreement and information and documentation provided in connection with this Agreement may be subject to the California Public Records Act (Government Code Section 6250 et seq.). Upon request or demand from any third person not a Party to this Agreement for production, inspection and/or copying of this Agreement or other Confidential Information, the recipient of such request or demand shall, to the extent permissible, notify the other Party in writing in advance of any disclosure that the request or demand has been made and shall take all reasonably necessary and customary steps to protect Confidential Information that is the subject of any California Public Records Act request submitted by a third person to Purchaser, including, but not limited to, applicable exceptions described by Cal. Gov’t Code Sections 6254 and 6255.
 - iv. A Party may be required to make portions of this Agreement available to the public in connection with the process of seeking approval from its respective governing board of its entry into this Agreement. Such Party shall provide prior, written approval of the other Party prior to such disclosure, and shall provide such other Party the opportunity to review any redacted version of this Agreement to be so disclosed.
 - v. Confidential Information may be disclosed by either Party to any nationally recognized credit rating agency (e.g., Moody’s Investors Service, Standard & Poor’s, or Fitch Ratings) in connection with the issuance of a credit rating for that Party, provided that any such credit rating agency agrees in writing to maintain the confidentiality of such Confidential Information.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party’s option) after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest

extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.

- d. **Goodwill and Publicity.** Neither Party may (A) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (B) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System.

19. **General Provisions.**

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “dollar” and the “\$” sign refer to United States dollars.
- b. **Choice of Law; Dispute Resolution.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflict of laws. In the event of a dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall confer and attempt to resolve such matter informally. If such dispute or claim cannot be resolved in this matter, then the dispute or claim shall be referred first to executive officers of the Parties for their review and resolution. If the dispute or claim still cannot be resolved by such officers, then the matter shall be arbitrated and either Party may file a written demand for arbitration with Judicial Arbitration & Mediation Services (“JAMS”) and shall send a copy of such demand to the other Party. The arbitration shall be conducted in accordance with the current JAMS arbitration rules then in effect. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to which the dispute relates. The award rendered by the arbitrator shall be final and binding on the Parties and shall be deemed enforceable in any court having jurisdiction thereof and of the Parties. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys’ fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.
- d. **Survival.** Section 6 of Exhibit 1, and Sections 3, 4, 5(c), 11, 12(c), 14, 15, 17, 18 and 19 of this Exhibit 3 shall survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party’s facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party’s performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use reasonable efforts to restructure

their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9.

- h. Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- j. Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- l. Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.
- m. Electronic Signatures.** If the Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Party will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After both Parties agree to the use of electronic signatures, both Parties must sign the document electronically.
- n. No Recourse to Members of Seller.** Seller is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Seller shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Purchaser shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Seller’s constituent members, or the employees, directors, officers, consultants or advisors of Seller or of its constituent members, in connection with this Agreement.

End of Exhibit 3

Exhibit 4

Performance Guaranty

In consideration for Purchaser’s entering into the Solar Power Purchase Agreement between Peninsula Clean Energy Authority (“**Seller**”) and the County of San Mateo related to the System at the Premises (the “**PPA**”), this Performance Guaranty (this “**Guaranty**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Guarantor below (the “**Effective Date**”).

Purchaser:		Guarantor:	
Name and Address	County of San Mateo 400 County Center Redwood City, CA 94063 Attention: Carolyn J. Bloede, Director, Office of Sustainability	Name and Address	Peninsula Clean Energy Authority 2075 Woodside Rd. Redwood City, CA 94061 Attention: Rafael Reyes, Director of Programs
Phone	(650) 400-0098	Phone	(650) 260-0087
E-mail	cbloede@smcgov.org	E-mail	rreyes@peninsulacleanenergy.com
Project Name	San Mateo County HSA Building		

This Guaranty sets forth the terms and conditions of a guaranty provided by Guarantor in conjunction with the PPA. Capitalized terms not otherwise defined herein have the meanings given such terms in the PPA. The term of this Guaranty will be concurrent with the term of the PPA; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the PPA the System will generate not less than ninety percent (90%) of the estimated generation of the System based on PVSyst (“**Estimated PVSyst Production (Annual kWh)**”) as set forth in **Table 1.A** below (such guaranteed generation, the “**Guaranteed Production (Annual kWh)**” set forth on **Table 1.A** below); provided that the Guaranteed Production values are subject to reasonable downward adjustment for extreme weather conditions.

A. Guarantor will use local weather data to adjust the System’s Guaranteed kWh, based on the following methods if available and in descending order of preference: (i) satellite data provided by a third-party vendor of Seller; or (ii) available data from a locally installed weather station at the Premises owned and properly maintained by Purchaser.

Table 1.A, projected production values assuming average weather conditions:

Contract Year	Estimated PVSyst Production (Annual kWh)	Guaranteed Production (Annual kWh)
Year 1	207,700	186,930
Year 2	206,662	185,995
Year 3	205,628	185,065
Year 4	204,600	184,140
Year 5	203,577	183,219
Year 6	202,559	182,303
Year 7	201,546	181,392
Year 8	200,539	180,485
Year 9	199,536	179,582
Year 10	198,538	178,684
Year 11	197,546	177,791
Year 12	196,558	176,902
Year 13	195,575	176,018

Year 14	194,597	175,137
Year 15	193,624	174,262
Year 16	192,656	173,390
Year 17	191,693	172,524
Year 18	190,734	171,661
Year 19	189,781	170,803
Year 20	188,832	169,949

B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Seller (the “Actual kWh”) is *less* than the Guaranteed kWh for that Contract Year, then Guarantor shall pay Purchaser an amount equal to (i) the difference between the Guaranteed kWh and the Actual kWh, multiplied by (ii) the Performance Guarantee Payment Rate (as defined in Section 1(E)), in each case with respect to the affected Contract Year.

C. If a payment of greater than fifty dollars (\$50) is due under Section 1(B), (i) Guarantor will deliver a statement to Purchaser detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.

D. “Performance Guarantee Payment Rate” means the Contract Price plus \$0.01 per kWh.

2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):

A. a Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Seller or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Seller, including a grid supply voltage outside of the standard range specified by the Utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the Utility or grid operator.

B. Purchaser’s failure to perform, or breach of, Purchaser’s obligations under the PPA.

3. **Liquidated Damages; Waiver of Cost Savings.** The Parties agree that the payment described in Section 1(B) is a reasonable approximation of the damages suffered by Purchaser as a result of underperformance of the System, is bargained-for by the Parties, and shall be the Purchaser’s sole and exclusive remedy hereunder for underperformance of the System. Purchaser hereby disclaims, and any beneficiary of this Guaranty hereby waives, any warranty with respect to any cost savings from using the System.

4. **Incorporation of PPA Provisions.** Section 5(c) (Force Majeure), Section 17 (Assignment and Financing) and Section 19 (General Provisions) of Exhibit 3 of the PPA and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to “Agreement” were to this Guaranty and any reference to “Parties” were to the Parties to this Guaranty.

Guarantor: Peninsula Clean Energy Authority

Purchaser: County of San Mateo

Signature: _____

Signature: _____

Printed Name: Jan Pepper

Printed Name: Mike Callagy

Title: Chief Executive Officer

Title: County Executive Officer

Date: _____

Date: _____

Signature: _____

Printed Name: David Pine

Title: Supervisor

Date: _____

Exhibit 5

Premises-Specific Terms

County of San Mateo

1. Seller's warranty set forth in Exhibit 3, Section 12(c)(i) provides a limited warranty for all defects in, leaks, or damage caused by all new roofing penetrations made by Seller or its contractors or agents for the period set forth in Exhibit 3, Section 12(c)(i) (the "**Roof Penetration Warranty Term**"). If Seller has breached the warranty contained in Exhibit 3, Section 12(c)(i) as further described in this Section 1 of Exhibit 5 (collectively, the "**Roof Penetration Warranty**"), Seller shall remedy such breach, including repair of the Premises, at Seller's expense. Seller will not warrant any roofing related issues outside of the scope of the work performed by Seller and its contractors and agents, prior roof penetrations, or existing roof conditions. Repair of the following items is specifically excluded from the Roof Penetration Warranty: any materials that were furnished, constructed, installed, modified, altered, repaired, or attempted to be repaired by anyone other than Seller or its contractors or agents; Purchaser's nonadherence to manufacturer maintenance requirements or soiling of the equipment or materials not caused by Seller; damages resulting from abuse of the Premises by Purchaser or its employees, agents, contractors, subcontractors, tenants or invitees; damages due to theft, vandalism, animals, extreme weather, floods, fire or natural disasters, electrical grid malfunctions or acts of God; damages resulting from defective roof installation and normal wear and tear under normal usage.
2. It is expressly understood and agreed by the Parties that a proprietary Tremco brand roof was installed on the Premises in 2019 with a 20 year warranty. Seller and Purchaser agree to comply with all terms and conditions of the Tremco warranty, including, but not limited, to the condition that only contractors certified and approved by Tremco may perform repairs to the roof. Seller shall obtain documentation from Tremco that the Tremco warranty has been maintained. The terms of the Tremco warranty are incorporated herein by reference and attached as Attachment A to this Exhibit 5. In the event that Seller or its contractors or agents breach the Tremco warranty, the Roof Penetration Warranty Term shall be extended to the expiration of the Tremco warranty.
3. Exhibit 3, Section 19(b) shall be replaced in its entirety with the following: "This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflict of laws. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. If the Parties agree in writing, a mediator may be consulted prior to litigation. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys' fees and costs."

Attachment A to Exhibit 5

Copy of Tremco Roof Warranty

June 27, 2019

 **COPY**

Ms. Alisina Oshagi
County of San Mateo
555 County Center
Redwood City, CA 94063

Dear Ms. Oshagi:

Thank you for specifying Tremco for your facility. The roofing system you have purchased consists of high quality material specified by a highly trained and knowledgeable field advisor and is designed to provide you with "*Roofing and Weatherproofing Peace of Mind*". With proper maintenance, you can be confident that this roofing system will perform as intended.

Enclosed in this folder you will find the following:

1. Your Tremco Warranty covering the installed roofing system.
2. The Tremco Roofing System "Owner's Manual" outlining maintenance procedures necessary to keep your roofing system in excellent condition and warranty in force.
3. A self-adhering placard which can be placed at an access point to the roof.

Please review your Owner's Manual and feel free to contact me if you have any questions.

Sincerely,

TREMCO INCORPORATED

Dan Lajeunesse
Tremco Representative
Roofing and Building Maintenance Division



WARRANTY NUMBER: 182862
OWNER: County of San Mateo
ADDRESS: 555 County Center, Redwood City, CA 94063
BUILDING DESCRIPTION: Human Resources Building
ADDRESS: 2500 Middlefield Road, Redwood City, CA 94063
ROOF AREA: 30,000 sq. ft.
DATE OF JOB COMPLETION: May 17, 2019
INSTALLATION PRICE: \$400,000.00
ROOFING SYSTEM: Restoration: AlphaGuard BIO
INSTALLATION CONTRACTOR: Pioneer Contractors, Inc.
ADDRESS: 1485 Armstrong Avenue, San Francisco, CA 94124

Tremco Incorporated (hereinafter "Tremco") hereby warrants to the above-named Owner that, subject to the terms, conditions, and limitations stated herein, roof leaks on the Restored Roofing System (hereinafter "RRS") caused by defects in workmanship or material of the restoration project will be repaired at no charge to the Owner for a period of twenty (20) years from the date of job completion. Should the RRS be determined by Tremco to require a complete roof replacement during the first five (5) years of the warranty period due to a cause covered by this warranty, Tremco will refund the entire restoration material amount (excluding installation costs) toward a new Tremco Roof System that follows good roofing practice guidelines and is installed by a Tremco Approved, Certified or Elite contractor. The remaining five (5) years of the warranty period will have a maximum refund of 50% of the restoration material amount (excluding installation costs) toward a new Tremco Roof System that follows good roofing practice guidelines and is installed by a Tremco Approved, Certified or Elite contractor.

A. INSPECTIONS AND HOUSEKEEPING

In year two (2), year five (5), year ten (10) and year fifteen (15) of this warranty, Tremco shall provide roof inspections and limited housekeeping services, except as excluded in Section C and Section D, on the RRS. (If a TremCare Service Agreement has been purchased for the RRS in addition to this warranty, these inspections and the related reporting will be carried out as part of the TremCare Service Agreement. The warranty and the TremCare Service Agreement will remain in effect for the warranty period simultaneously.)

Roof inspection services shall include the following:

1. Visual inspection of the roof membrane and roof surface conditions.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashings and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment including, but not limited to, pitch pans, HVAC equipment, sky lights, and access hatches.

Roof inspection services do not include:

1. Inspection for water damage or mold growth.
2. Detection or identification of mold.

General rooftop housekeeping services shall include the following: Removal of incidental debris. All debris will be disposed of at the Owner's approved on-site location.

B. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco RRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the RRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the RRS or the presence of mold.



C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the RRS. Control and ownership of the RRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the RRS and the building, except as expressly stated by this warranty.

Housekeeping and general roof top preventive maintenance does not eliminate or replace the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity, Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the RRS.

In order to protect the investment this RRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- Regular ongoing inspection by the Owner - This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.*
- Verification that no alterations or unauthorized repairs have been made to the roofing system.*

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the RRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the RRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the RRS and all areas of the building on which the RRS is located.

D. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the RRS or any part thereof as a result of:

- 1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, winds of 74 mph or greater, hurricanes, tomadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.*
- 2. Use of materials not specified by Tremco, or unauthorized repairs to the RRS.*
- 3. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.*
- 4. Distortion, expansion or contraction of the RRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.*

E. EXTENDED OR RENEWED WARRANTY OPTION

The TRS you have purchased may be eligible for Warranty extension, or renewal after expiration, beyond the Term identified on page one above. Often, extension of the existing Warranty can be a very cost effective option and may be preferable to allowing the Warranty to expire, particularly for Owners with multiple facilities who may not want those buildings coming out of warranty coverage at or about the same time. It is Tremco's practice to contact Owners regarding our Warranty and renewal options at or about sixty (60) days prior to Warranty expiration. We also invite Owners to contact their Tremco Sales Representative at any time to discuss the applicable terms, conditions and eligibility for such an extension or renewal

F. WARRANTY LIMITATIONS

Restoration is intended to extend the life of the existing roof but does not create a new roof system.

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the RRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferrable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the RRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warranty.

G. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE RRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE RRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THIS WARRANTY, SHALL NOT IN ANY EVENT EXCEED THE RESTORATION MATERIAL AMOUNT (EXCLUDING INSTALLATION COSTS) OF THE RRS AS IT APPEARS ABOVE. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any affiliate. Any unresolved issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

It is expressly understood and agreed by the parties of this warranty that the Surety's liability, if any, under its performance bond with respect to warranty liabilities shall be limited to a one-year period, which shall begin when the customer accepts delivery or makes final payment in accordance with the terms of the contract. Tremco Incorporated, its successors, and/or assigns, shall be solely responsible for the balance of the term of its warranty in accordance with the terms found therein.

TREMCO INCORPORATED
ROOFING & BUILDING MAINTENANCE DIVISION

By: Kelly Dunne

Title: Warranty Administrator

Date: June 27, 2019

Tremco Roof System Quality Assurance



Tremco Owner's Manual

Owner's Manual



TREMCO
ROOFING & BUILDING MAINTENANCE

Tremco Roof System Quality Assurance

Owner's System of Your Tremco Roofing System

Congratulations on Your Purchase of a Tremco Warranted Roof System!

Your Tremco roof system has been specified to meet your roofing and weatherproofing needs. Installed with quality Tremco materials by Tremco approved contractors, every effort has been made to ensure long-lasting performance when properly maintained.

This system, although warranted, only reaches its full performance potential when regular inspections and maintenance occur. This preventive action is the responsibility of the building owner and is a requirement of this quality assurance warranty.

Lack of care and maintenance can have significantly damaging effects on the System's overall performance and is cause for cancellation of the warranty.

Designed to help protect your building, the Tremco roof system warranty provides repairs of actual leaks into the building when caused by specific covered conditions as outlined in the warranty agreement. Additionally, it may provide quality inspections and housekeeping services during the warranty term.

REGULAR ROOF MAINTENANCE:

During the life of your roof system, periodic maintenance is required on a regular basis to prevent water entry and provide continued performance. The cost of preventive maintenance is not included under the provisions of the warranty.

At a minimum, the roof must be inspected immediately after being exposed to harsh weather conditions and in anticipation of winter. Bi-annual visual inspections, as well as cleaning, are also recommended and should be performed by the building owner or their designee.

WHEN INSPECTING YOUR ROOF:

- Look for any abnormalities in the roof surface and have them investigated promptly.
- Remove any debris, such as leaves, small branches and dirt, that has accumulated.
- Examine the roof for damage from vandalism, severe environmental exposure, interior catastrophes such as fire and burst piping.
- Clean gutters, downspouts, drains and surrounding areas. Make sure there is positive drainage. The warranty does not cover leaks caused by ponding water.
- Examine all metal flashings and gutters for rust damage. Make sure they are well attached and sealed. Any loose or poorly sealed materials must be repaired by an approved Tremco Roofing contractor. Sealants are not covered under your warranty.
- Examine areas that abut the roof. Repair defective items such as damaged masonry, poorly mounted counterflashings, loose caulking and bad mortar joints.

Tremco works with you to assure any rooftop equipment installations and or emergency repairs do not result in damage to your roof. Notification to Tremco is essential prior to such action.



The benefit of preventive maintenance will be a roof system which will continue to perform long after the warranty has expired.

Lasting Performance System



- Examine the edges of the roof. Wind damage often occurs in these areas. Materials that have been lifted or displaced by the wind need to be corrected.
- Examine any rooftop equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain the supporting members do not move excessively, causing wear. Make sure the equipment does not cause a roof problem by leaking materials onto the roof.
- Check the building exterior for settlement and movement. Structural movement can cause cracks and other problems which may cause the roof to leak.
- Examine protective coatings and surfaces. Coatings used as a protective surfacing over a new primary roofing system are not covered under your warranty and may require maintenance over the course of the warranty.
- Warranted Restoration Coating Systems and Liquid Applied Waterproofing Systems are covered per the terms of their warranty document and must be examined on a routine basis following the maintenance and inspection guidelines outlined in the Owner's Manual.
- Check plumbing components. Reseal cracked fittings and replace or tighten loose components.
- Check adjacent tree landscaping to prevent the build-up of leaf debris or damage from movement of branches.
- Check for ice damage and for hidden damage from excessive snow drifting or snow loading. Snow accumulation may necessitate occasional removal to reduce structural loading. Be careful with shovels. Do not use sharp pointed objects such as ice scrapers.

NOTIFY TREMCO:

- In the event of a leak
- Prior to any emergency repairs
- Prior to installation of any rooftop equipment

Call 1.800.422.1195

ADDITIONAL RECOMMENDATIONS

Control foot traffic. Do not step on debris which could puncture the roof surface. Walkway protection pads are available if roof mounted equipment requires frequent service.

IN AN EVENT OF A LEAK

Within 30 days after the leak is or should have been discovered, Tremco must be contacted either in writing or by phone. Notifying the contractor does not relieve you of the responsibility of notifying Tremco within the required 30 days of a leak discovery.

EMERGENCY REPAIRS

Prior to making any emergency repairs, Tremco must approve the repair procedures, including sealants at warranted flashings and adjoining construction. Unauthorized repairs to your roof membrane may void your warranty.

NEW EQUIPMENT INSTALLATIONS

In the event that a new HVAC or other rooftop equipment is to be installed, Tremco must approve the work. Installation of new equipment of any kind on the roof must be approved by Tremco in order to keep the warranty valid.

PRECAUTIONS FOR REPAIRS/INSTALLATIONS OF ROOFTOP EQUIPMENT:

Repairmen are frequently in possession of tools or equipment such as sheet metal, screwdrivers, and utility knives which could damage the roof membrane. Such damage is not covered under the terms of your warranty, and the cost to repair such damage is your responsibility. Therefore, it is in your best interest to take the following precautions:

- Insist a member of your maintenance staff accompany repairmen or other visitors to the roof.
- Take photographs of equipment and surrounding roof area immediately prior to repair.
- Insist repairmen agree in writing to be responsible for any damage to the roof during the equipment repair period. It is important that repairmen understand that any repairs must be approved and accepted by Tremco under the terms of your agreement.
- Insist repairmen cover work area with plywood sheeting to protect the roof surface while equipment repairs are performed.

Tremco Roof System Quality Assurance



www.tremcoroofing.com

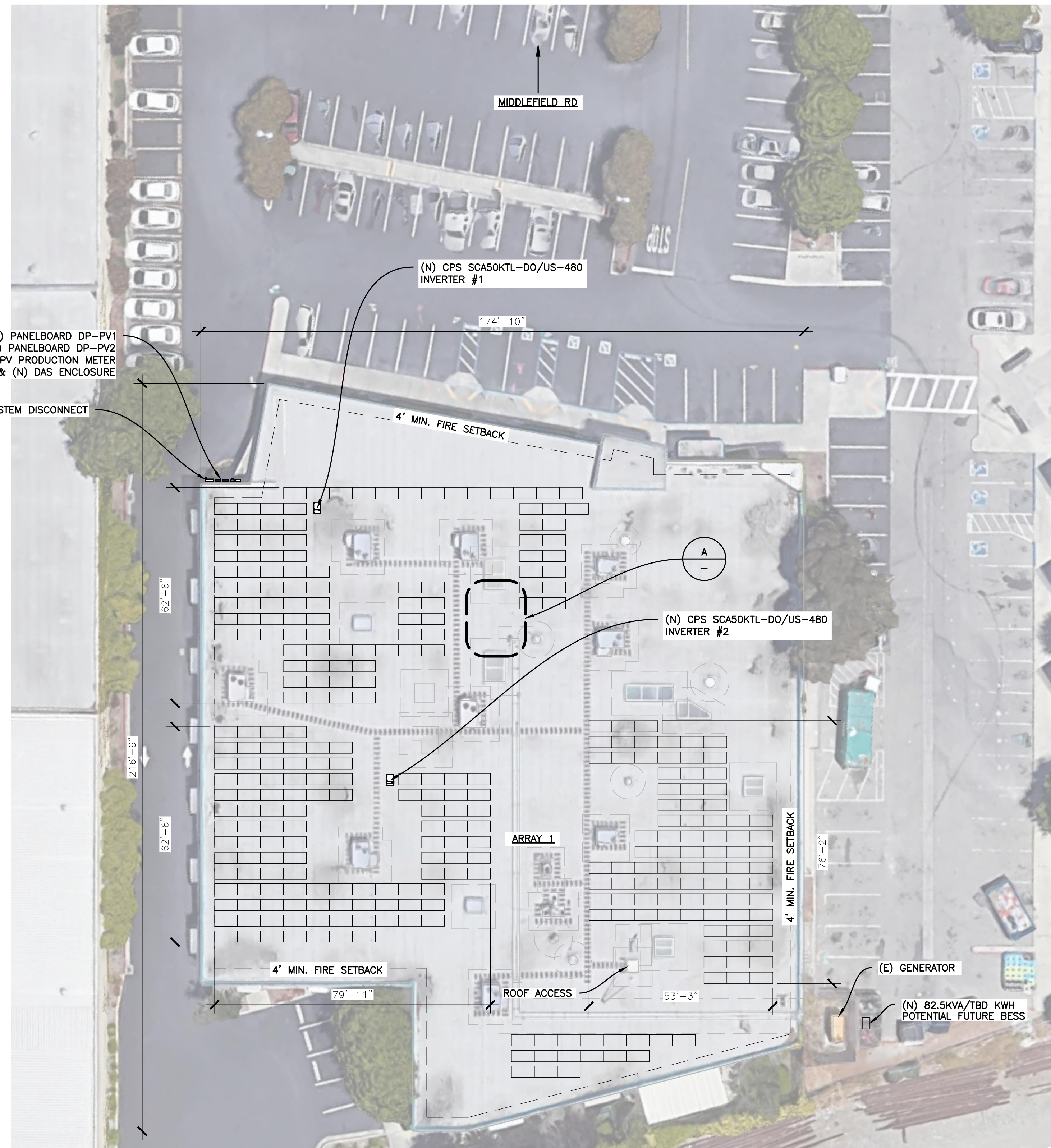
3735 Green Road • Beachwood, Ohio • 44122 • 1.800.852.6013
50 Beth Neilson Drive • Toronto, Ontario • M4H 1M6 • 1.800.668.9879

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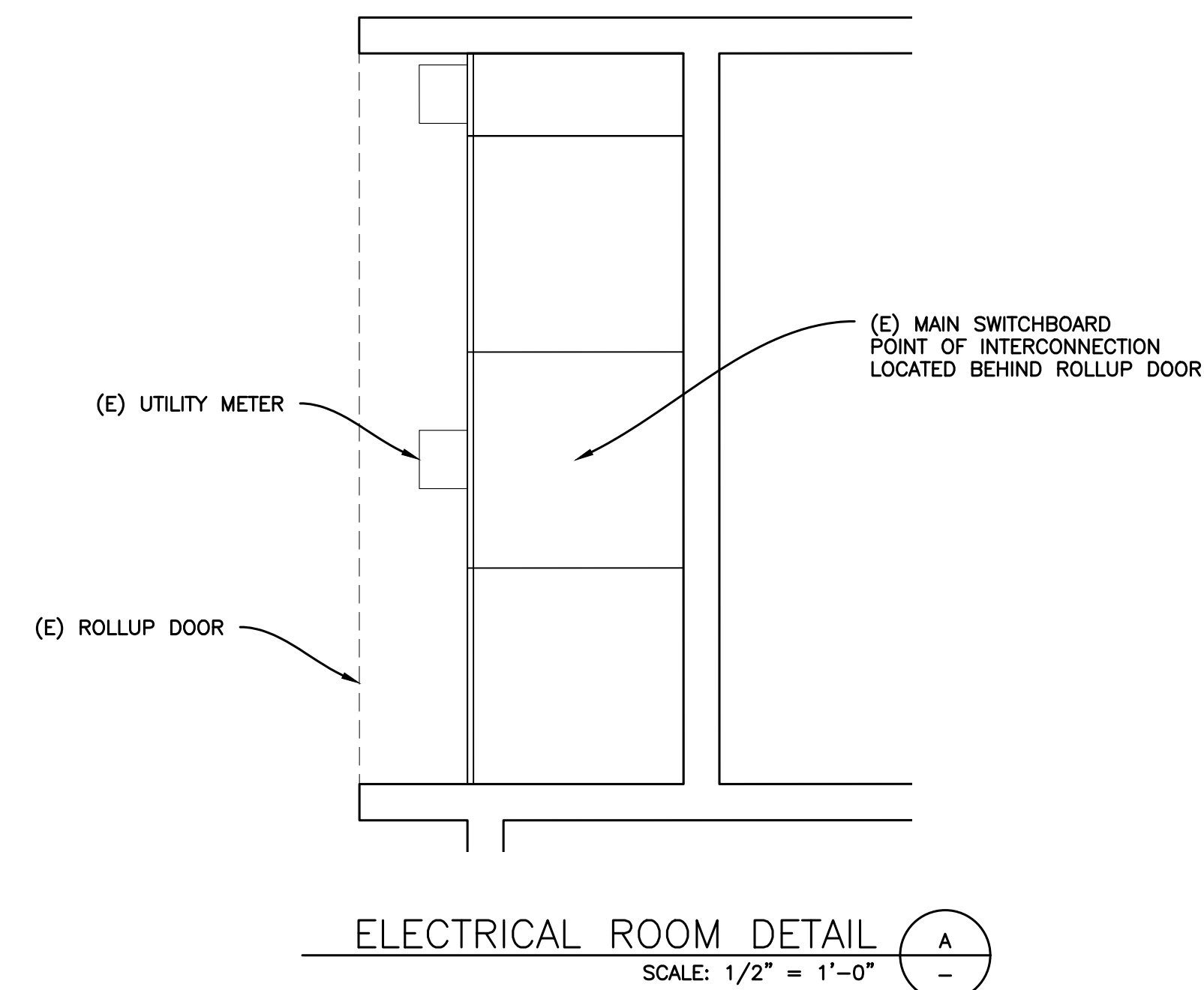


Attachment 1 to Schedule A of Exhibit 2

Site Plan and Single Line Diagram



01 SITE PLAN

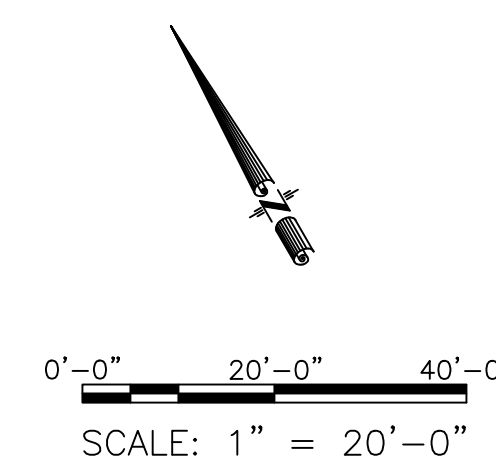


ELECTRICAL ROOM DETAIL
SCALE: 1/2" = 1'-0"

MODULE COUNTS AND RATINGS PER ARRAY												
ARRAY	TYPE	MODULE TYPE	MODULE DIMENSIONS	MODULE RATING	AZIMUTH	TILT	MODULES	PV SOURCE CIRCUITS	SPARE MODULES	TOTAL MODULES	KWDC	KWAC
ARRAY 1	ROOF MOUNT	JA SOLAR JAM72S10-410/MR	79.3" X 39.2" X 1.6"	410W	209°	10°	306	18	0	306	125.5KWDC	100.0KWAC
MODULES PER PV SOURCE CIRCUIT					17	TOTALS	306	18	0	306	125.5KWDC	100.0KWAC

GENERAL NOTES

- (306) JA SOLAR, JAM72S10-410/MR.
- (2) CPS SCA50KTL-DO/US-480 INVERTERS
- (1) 82.5KW/TBD KWH POTENTIAL FUTURE BATTERY SYSTEM
- RACKING IS TBD
- CONTRACTOR TO ENSURE THAT THE PHOTOVOLTAIC ARRAY AND ASSOCIATED EQUIPMENT MEET FIRE CODE.
- INVERTERS COMPLY WITH RAPID SHUTDOWN PER CEC ART. 690.12

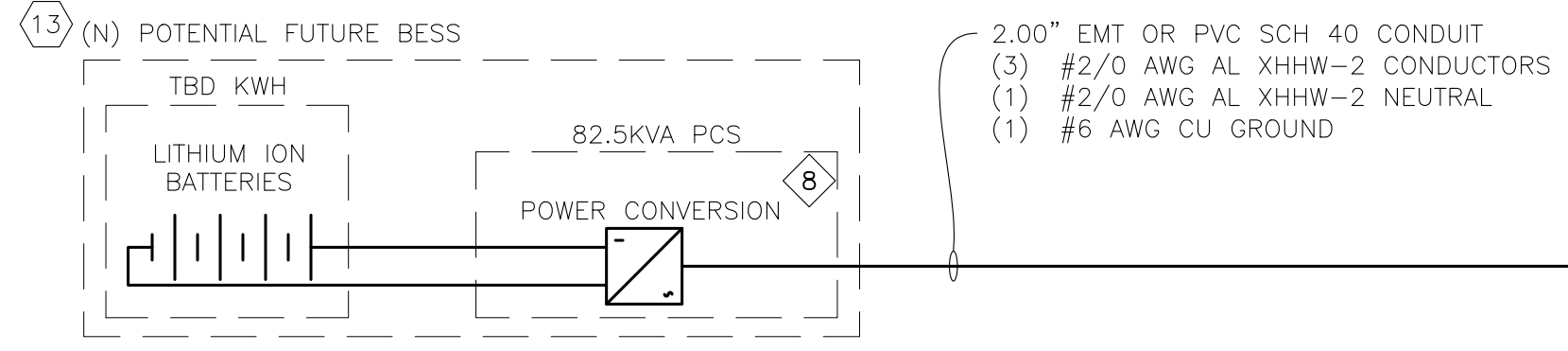
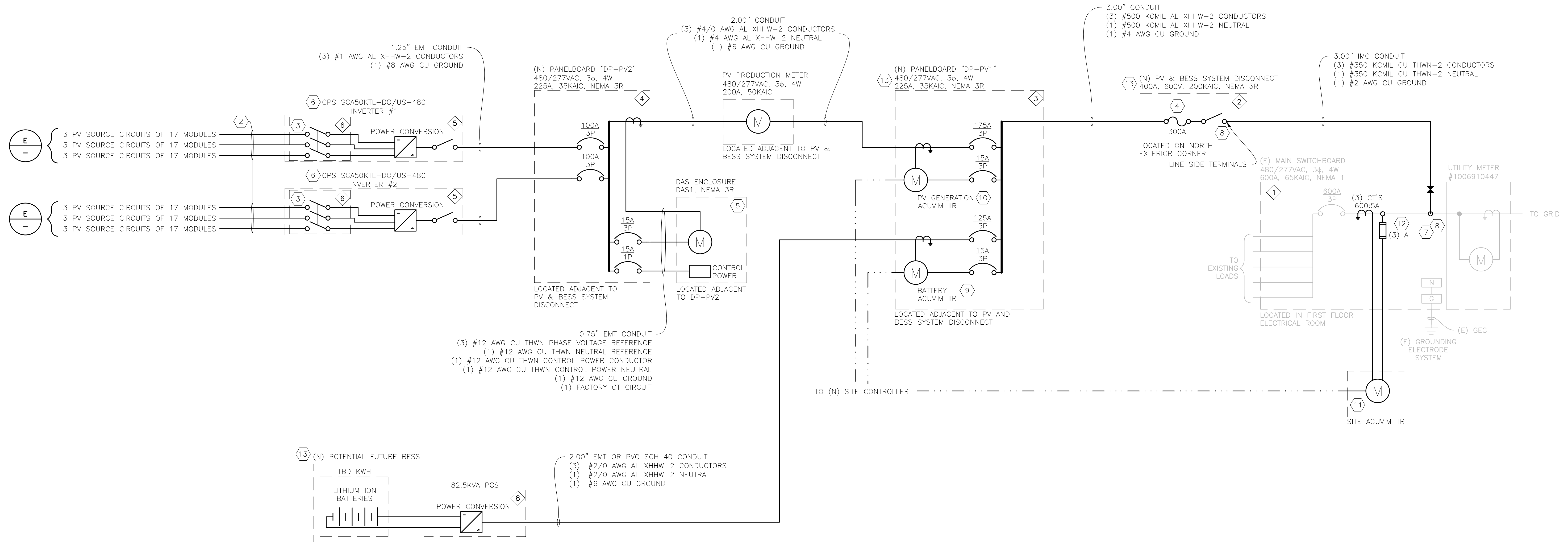


REV.	DATE	DESCRIPTION
-	02/19/21	30% DESIGN
-	05/26/21	REVISED 30% DESIGN
-	09/01/21	BESS KWH REMOVED

PROJECT NAME	SAN MATEO COUNTY HSA BLDG
DESIGNER	MCCALMONT ENGINEERING
DATE	01/28/2021
DRAWN BY	M. GALLAGHER
FILENAME	E-100.500
CHECKED BY	C. DEARIE
SCALE	AS NOTED
DATE	09/01/2021
SPONSOR	A. MCCALMONT
PLOT DATE	09/01/2021
PROJECT NUMBER	1253-01.367
SHEET SIZE	24" X 36"

STAMP

NOT FOR CONSTRUCTION



01 SINGLE LINE DIAGRAM

SCALE: NTS

SYSTEM SUMMARY	
TOTAL MODULES	306
MODULE POWER	410W
TOTAL PV DC SYSTEM SIZE	125.5KWDC
TOTAL PV AC SYSTEM SIZE	100.0KWAC
PV PRODUCTION	201,700KWH
BUILDING PEAK LOAD	19.76KW
BUILDING ENERGY LOAD	221,092KWH

LEGEND

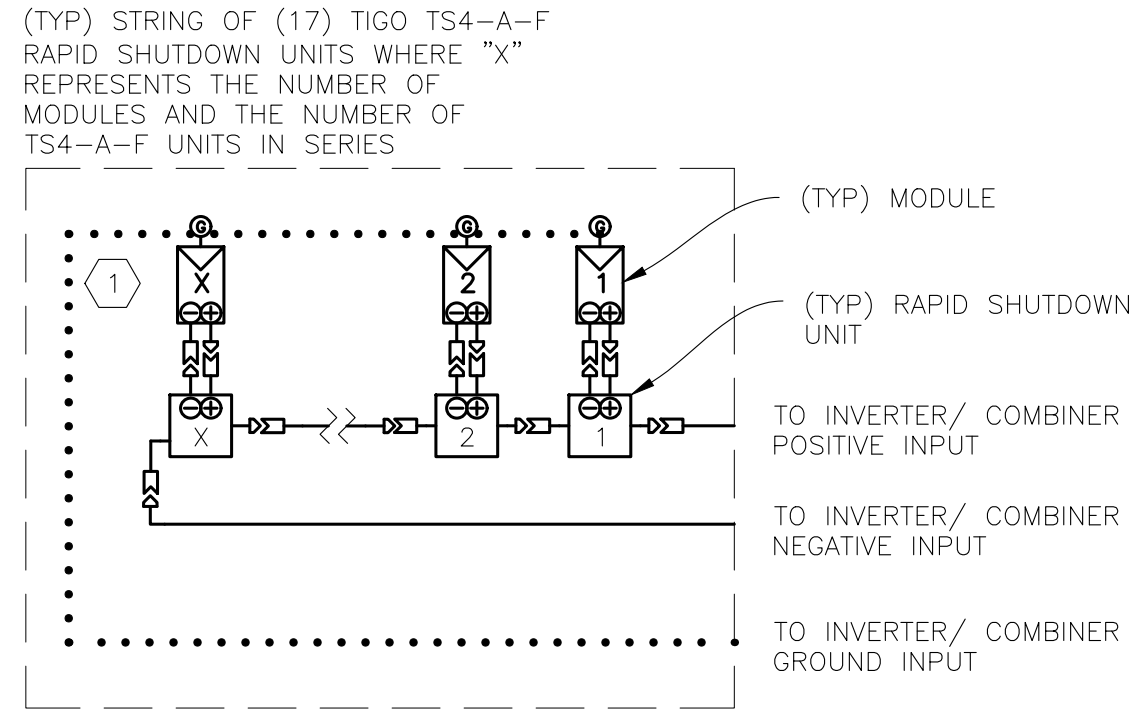
- ⬡ LABELS AND WARNINGS IDENTIFICATION
- ⬢ KEYNOTE IDENTIFICATION

KEYNOTES

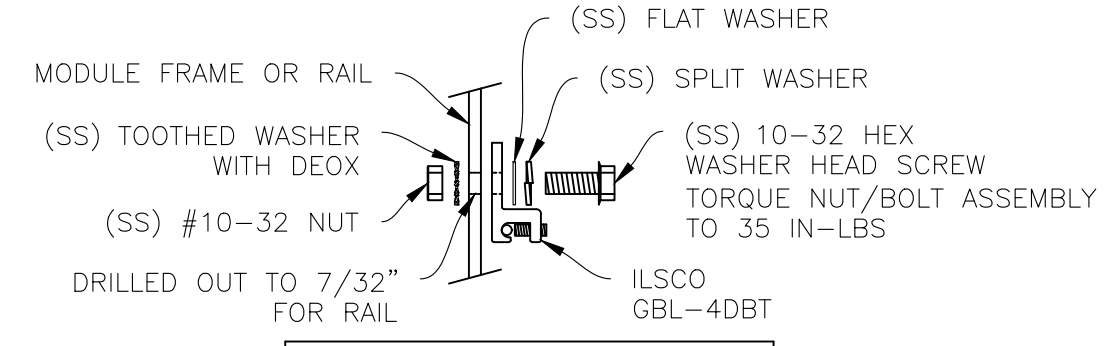
- PV SOURCE CIRCUITS CONSIST OF JA SOLAR, JAM72S10-410/MR MODULES. SEE SINGLE LINE DIAGRAM FOR NUMBER OF MODULES CONNECTED IN SERIES.
VMP = 41.88V
VOC = 50.12V
IMP = 9.79A
ISC = 10.45A
- PV SOURCE CIRCUIT CONNECTORS BETWEEN MODULES AND COMBINER BOXES SHALL BE THE SAME MANUFACTURER AND OF THE SAME MODEL SERIES. THERE SHALL BE NO MIXING MANUFACTURERS OR MODELS FOR ANY CONNECTION POINTS. CONTRACTOR SHALL VERIFY THAT CONDUIT SIZE FOR PV SOURCE CIRCUITS WILL FIT INVERTER SPECIFICATIONS.
PV SOURCE CIRCUITS TO USE:
-#10 AWG CU 1000/2000V PV WIRE CONDUCTORS PER UL 4703
-#8 AWG CU GROUND
-MAXIMUM OF (2) PV SOURCE CIRCUITS PER 1.00 INCH CONDUIT.
-MAXIMUM OF (5) PV SOURCE CIRCUITS PER 1.25 INCH CONDUIT.
-MAXIMUM OF (6) PV SOURCE CIRCUITS PER 1.50 INCH CONDUIT.
-MAXIMUM OF (11) PV SOURCE CIRCUITS PER 2.00 INCH CONDUIT.
- EACH PV SOURCE CIRCUIT UNGROUNDED CONDUCTOR SHALL TERMINATE AT A DEDICATED 20A 1000VDC RATED FUSE IN THE CORRESPONDING COMBINER.
- USE MERSEN FUSE #A4J300, CLASS J, 300A.
- MONITORING SHALL INCLUDE RS-485 BELDEN 3106A OR EQUIVALENT FOR COMMUNICATION WIRE. REFER TO SHEET E-502 FOR MONITORING SYSTEM CONDUIT SPECIFICATION. REFER TO MONITORING SYSTEM DIAGRAM AND/OR INSTALLATION MANUAL FOR ADDITIONAL DETAIL.
- INVERTER SHOULD BE PROGRAMMED WITH FIRMWARE 9.0 (OR LATER), AND EQUIPPED WITH THE RAPID SHUTDOWN WIREBOX, NOT THE STANDARD WIREBOX.
- SUPPLY SIDE CONNECTION PER 2019 CEC ART. 705.12(A) IN CUSTOMER SIDE OF MAIN SERVICE. USE COMPRESSION CONNECTORS TO TERMINATE THE CONDUCTORS AT THE SUPPLY SIDE CONNECTION. IF THE NEW CONNECTION TO THE EXISTING SERVICE EQUIPMENT MODIFIES THE EXISTING EQUIPMENT, IT MUST BE RECERTIFIED BY A THIRD PARTY TESTING LABORATORY.
- PER CEC 705.31 OVERCURRENT PROTECTION FOR ELECTRICAL POWER PRODUCTION SOURCE CONDUCTORS, CONNECTED TO THE SUPPLY SIDE OF THE SERVICE DISCONNECTING MEANS IN ACCORDANCE WITH 705.12(A), SHALL BE LOCATED WITHIN 10FT OF THE POINT OF INTERCONNECTION. IF MORE THAN 10 FT IS REQUIRED THEN USE MERSEN CABLE LIMITERS OR EQUIVALENT.
- ACUVM IIR METER TO BE INSTALLED TO MEASURE THE POWER AND ENERGY FLOW OF THE BATTERY INVERTER FEEDER.
- ACUVM IIR METER TO BE INSTALLED TO MEASURE THE POWER AND ENERGY FLOW OF THE SOLAR OUTPUT.
- ACUVM IIR METER TO BE INSTALLED TO MEASURE THE POWER AND ENERGY OF THE SITE.
- SWITCHBOARD MANUFACTURER TO INSTALL LITTELFUSE #KLD1R CLASS CC, 1A FUSES AND APPROPRIATE FUSE BLOCKS.
- EQUIPMENT SIZED FOR POTENTIAL FUTURE BATTERY SYSTEM.

GENERAL NOTES

- ALL EQUIPMENT TO BE LISTED.
- ALL EQUIPMENT WIRING AND GROUNDING SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDED PRACTICES. REFER TO THE INSTALLATION AND USER MANUALS FOR GUIDANCE.
- EXPOSED NON-CURRENT CARRYING METAL PARTS OF MODULE FRAMES, EQUIPMENT, AND ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH CEC ART. 250.134 AND 250.136. CONTRACTOR TO REFER TO MANUFACTURER'S INSTALLATION MANUAL FOR APPROVED METHOD OF GROUNDING.
- INSTALLATION SHALL COMPLY WITH THE 2019 CEC.
- ALL EXPOSED RACEWAY OPENINGS SHALL BE SEALED USING A SUITABLE METHOD SUCH AS DUCT SEAL.
- MCCALMONT ENGINEERING NOT RESPONSIBLE FOR ENGINEERING OF EXISTING CIRCUITS.
- BONDING SHALL BE PROVIDED WHERE NECESSARY TO ENSURE ELECTRICAL CONTINUITY AND THE CAPACITY TO CONDUCT SAFELY ANY FAULT CURRENT IN ACCORDANCE WITH CEC ART. 250.
- THE UTILITY MUST BE NOTIFIED PRIOR TO USE AND ACTIVATION OF ANY ONSITE GENERATION SYSTEM(S).
- SYSTEM INCLUDING CONDUIT AND CONDUCTORS SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER IN ACCORDANCE WITH CEC ART. 110.12. ALL ELECTRICAL EQUIPMENT, EXPOSED RACEWAYS, CONDUCTORS, AND CONNECTIONS SHALL BE MECHANICALLY SECURED VIA HARDWARE RATED FOR OUTDOOR AND UV LIGHT EXPOSURE AND WITH A DESIGN LIFE GREATER THAN THE ANTICIPATED LIFE EXPECTANCY OF THE SYSTEM.
- ALL PLAQUES, LABELS AND WARNINGS CAN BE FOUND ON CORRESPONDING LABELS AND WARNINGS SHEET(S).
- CONNECTORS SHALL BE TORQUED PER DEVICE LISTING OR MANUFACTURER'S RECOMMENDATION. SEE THE MANUFACTURER'S INSTALLATION MANUAL FOR THE SPECIFIC TORQUE VALUES. CONNECTORS ARE TO BE MARKED WITH PERMANENT MARKING PAINT AFTER TORQUING.
- PVC CONDUIT SHALL NOT BE USED UNDER THE CONDITIONS SPECIFIED IN CEC ART. 352.12(A)-(D).
- INTERRUPTING CURRENT RATINGS (KAIC) FOR EQUIPMENT SUCH AS PANELBOARDS, CIRCUIT BREAKERS, FUSES, AND DISCONNECTS HAS BEEN SPECIFIED BASED ON THE RATINGS OF THE MAIN SERVICE UNLESS SPECIFIC FAULT CURRENTS AT THE SITE HAVE BEEN PROVIDED BY THE UTILITY.
- NEW OVERCURRENT PROTECTION DEVICES SHALL HAVE THE SAME INTERRUPTING CURRENT RATING (KAIC) AS THE RATING OF THE PANELBOARD OR SWITCHBOARD IN WHICH THEY ARE LOCATED.
- CONTRACTOR TO VERIFY THE TERMINALS AND BENDING RADII OF PROCURED ELECTRICAL EQUIPMENT ARE APPROPRIATE TO ACCOMMODATE THE SIZE OF THE SPECIFIED CONDUCTORS.
- MODULES AND RACKING SYSTEM MUST BE PROPERLY GROUNDED PER THE GROUNDING METHOD PROVIDED IN THE RACKING MANUFACTURER'S INSTALLATION MANUAL. IF NO METHOD IS STIPULATED, AN ILSCO GBL-4DBT OR EQUIVALENT GROUNDING LUG PER DETAIL GD SHOULD BE USED TO GROUND EACH MODULE AND RAIL OR PURLIN WITH THE APPROPRIATELY SIZED GROUND WIRE AND TORQUE SPECIFICATION PER THE TABLE IN THE DETAIL.
- CONTRACTOR MAY UPSIZE CONDUIT SIZE WHILE ENSURING CONNECTED ENCLOSURES/EQUIPMENT IS CAPABLE OF ACCOMMODATING LARGER CONDUIT SIZES THAN LISTED.
- SEE NOTE 3.15 ON SHEET E-000 FOR APPROPRIATE CONDUIT TYPES DEPENDING ON THE INSTALLATION LOCATION OF THE CORRESPONDING CONDUCTORS.



STRING DETAIL WITH RAPID SHUTDOWN UNIT
NTS



ILSCO LUG TORQUE VALUES	
SIZE* AWG	TORQUE IN-LB
10	20
8	25
6	35

*SEE DRAWING FOR CONDUCTOR SIZES

GROUND LUG DETAIL
NTS

REV.	DATE	DESCRIPTION
1	02/19/21	30% DESIGN
1	05/26/21	REVISED 30% DESIGN
1	09/01/21	BESS KWH REMOVED

PROJECT NAME	
SAN MATEO COUNTY HSA BLDG	
DESIGNER	MCCALMONT ENGINEERING
DATE	01/28/2021
DRAWN BY	M. GALLAGHER
CHECKED BY	C. DEARIE
SCALE	E-600,700,900
AS NOTED	
ISSUE DATE	09/01/2021
PROJECT NUMBER	16-253-01.367
SHEET SIZE	24" x 36"

STAMP

NOT FOR CONSTRUCTION