County of Los Angeles
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

3 November 28, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

November 28, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

PUBLIC HEARING ON PROPOSED ENERGY SERVICES AGREEMENTS FOR INSTALLATION, OPERATION AND MAINTENANCE OF SOLAR SYSTEMS AT THIRTY-SIX COUNTY FACILITIES (ALL DISTRICTS – 3 VOTES)

SUBJECT

Adopt a Resolution containing a determination that the requirements of Government Code section 4217.10 et seq. are duly met in the proposed Energy Services Agreements (ESAs) for each of the 36 County of Los Angeles (County) facilities; grant Internal Services Department (ISD) delegated authority to enter into Renewable Energy Aggregated Procurement (REAP) Program ESAs; and find these proposed ESAs are exempt from the California Environmental Quality Act (CEQA).

IT IS RECOMMENDED THAT THE BOARD:

1. Public Hearing & Resolution. Adopt the attached Resolution (Attachment 1), after a public hearing, with a finding that (i) the anticipated cost to the County for energy services provided by the systems under the proposed ESAs will be less than the anticipated marginal cost to the County of electrical energy that would have been consumed by the County in the absence of the ESA purchases, and (ii) the difference, if any, between the fair market rental value for the real property subject to the facility license agreement and the agreed rent is anticipated to be offset by below-market energy purchases or other benefits provided under the ESAs, pursuant to Government Code section 4217.12.

2. Delegated Authority. Delegate authority to the Director of ISD, or his designee, to (i) execute ESAs for 36 County facilities including applicable amendments, and (ii) assign the ESAs, including any ancillary license agreement(s) and other documents necessary for the operation and maintenance of the solar systems at the County facilities, with ForeFront Power LLC. (FFP), a Delaware limited liability company.

3. Find the proposed ESAs exempt from the California Environmental Quality Act for the reasons stated in this letter.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

Given the long-term nature of the ESAs, ISD has coordinated with the relevant departments as well as the County's CEO's office to ensure that there are no long-term plans that would impair the County from completing the terms of the ESAs.

Installation at the 36 County facilities is expected to take place in late-2024 and will be completed in approximately 9 months. ISD will be working with the affected Departments during construction, and there is no anticipated disruption to County services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In compliance with Government Code section 4217.10 et seq., ISD has confirmed solar capabilities at the 36 County-owned facilities listed in Attachment 2 for ESAs, with ForeFront Power, LLC. (FFP), a Delaware limited liability company (FFP).

The attached Cost/Benefit Analysis (Attachment 3) further details the costs and benefits of the proposed solar systems adjacent to the 36 facilities. The Cost/Benefit Analysis concludes that under the ESAs, the County is expected to save approximately $32.7 million over the next 20 years, compared to the business-as-usual case, according to the terms of the proposed ESAs.

The ESAs are based on a fixed price per unit of electricity over the next 20 years, whereas the electricity rates from Southern California Edison (SCE) are expected to increase at, or faster than, the rate of inflation. This Analysis also uses a very conservative 2% rate of inflation (in actuality, SCE rates increased by an additional 5% since March 2023).

1. Public Hearing & Resolution

The first recommended action is for the purpose of compliance with California Government Code section 4217.10, et seq, which requires the Board to take the following actions:

- Hold a public hearing at a regularly scheduled meeting and provide public notice of the hearing at least two weeks in advance;
- Find the anticipated cost to the County for electrical energy under the proposed ESAs will be less than the anticipated marginal cost to the County. of energy that would have been consumed by the County. in the absence of those ESA purchases; and
- Find the difference, if any, between the fair market rental value for the real property subject to the facility license agreement, and the agreed rent on that property, is anticipated to be offset by below-market energy purchases or other benefits provided under the ESAs.

2. Delegated Authority

The second recommended action is required to allow ISD to enter into ESAs that comport to the Renewable Energy Aggregated Procurement Program (REAP) model. The REAP model is designed for School Project for Utility Rate Reduction (SPURR) members and eligible non-members/public

agencies in order to take advantage of the aggregated solar buying program, and also leverages SPURR's expertise and the collective purchasing power of SPURR's large membership to:

- Streamline the solar buying process
- Drive down solar project pricing
- Improve and standardize contract terms and conditions resulting in reduced contracting risks

The REAP is only available to qualifying entities, and by utilizing the ESA, the time and cost benefits can be captured by the County.

The second recommended action is also required in order to obtain approval from the Board to delegate authority to the Director of ISD, or his designee, to execute applicable amendments, and assign ESAs, including any ancillary license agreement(s) or other documents as necessary.

3. California Environmental Quality Act Exemption

Approval of the recommendations will find the proposed ESA projects exempt from the CEQA.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability) by developing and implementing a program that reduces the County's utilities budget through long term environmentally responsible projects. It is also consistent with the County's adopted Sustainability Plan.

The recommended actions also support Strategic Plan Strategy II.3 (Environmental Sustainability) by providing a program that promotes clean energy production and enhances health and sustainable practices in the County.

FISCAL IMPACT/FINANCING

Under the proposed ESAs, the County would achieve the benefit of Fixed Price Administrative Fees and Fixed Project Pricing rates for the duration of the ESAs, which will save the County approximately $32.7 million in utility expenses over the 20-year ESA term. Over the lifetime of the ESAs, the Cost Benefit Analysis (Attachment 3) details the Cumulative Net Savings.

The solar systems would be owned, operated, and maintained by FFP. The County would purchase 100% of the energy services generated by the systems that are made available by FFP during each month of the ESA term, up to a maximum of 110% of estimated annual production, without a need for any investment costs from the County.

Pursuant to Gov. Code section 4217.12, the anticipated cost to the County for electrical energy under resultant ESAs would be less than the anticipated marginal cost of energy that would have been consumed by the County in the absence of the ESA purchases. Electricity costs for the proposed facilities would be reduced within the first two-to-five years as the solar systems begin generating electricity.

As the solar system at each facility generates lower cost energy, ISD will work with the Departments to reduce the Utilities' Services & Supplies appropriation in future fiscal year budget submissions based upon actual cost information.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Required public hearing notice was given pursuant to the procedures and requirements set forth in California Government Code Sections 4217.10-4217.18.

The Internal Services Department negotiated commercially responsible terms for the County. The terms and conditions of the recommended ESAs have been approved as to form by County Counsel.

The recommended ESAs and Contract contain appropriate provisions, such as:

- Annual 95% solar performance guarantee
- Liquidated damages for construction start and commercial operation
- Defaults
- Assignments
- Contract Termination for Default
- Termination for Convenience
- Annual system buy-out optionality
- Flat rate, fixed pricing
- System registration with the Western Renewable Energy Generation Information System (WREGIS) a web-based tracking system for renewable energy certificates that covers the Western Interconnection territory.
- County's retention of Renewable Energy Credits (RECs)
- System monitoring requirements and County's access to all production data

Due to the highly specialized and technical nature of the services, the ESAs are not subject to the Living Wage Program (County Code Chapter 2.221), and do not allow for cost-of-living adjustments.

The Internal Services Department has determined that the services under the recommended Master Agreement do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are statutorily and categorically exempt from the provisions of the CEQA, California Public Resources Code Section 21080.35, which exempts solar energy systems installed on existing rooftops or at existing parking lots.

ISD will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the CEQA Guidelines.

CONTRACTING PROCESS

School Project for Utility Rate Reduction (SPURR) was developed by a Joint Powers Authority (JPA) formed in 1989 by California public school districts, with over 300 public agency members representing 1000's of facilities.

Through a statewide competitive Request for Proposals (RFP) released on July 19, 2017, SPURR received eight proposals by their August 18th, 2017, due date. The evaluation process consisted of

reviewing all responses for compliance with minimum qualifications set forth in the RFP based on the best value evaluation criteria process. None of the proposals were disqualified.

As a result of a competitive solicitation, on October 26, 2017, FFP was awarded the REAP Program Master Contract (Contract), Attachment 4, to provide renewable energy services at pre-negotiated project pricing and to include advantageous terms and conditions for SPURR members and other Eligible Entities. Eligible Entities include California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not, and public agencies, such as the County.

The RFP and the resulting Contract include provisions that permit other public agencies (i.e. federal, state, counties, local municipalities and cities, etc.) to utilize the awarded Contract. Overall, the Contract is an innovative, aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, fixed solar project pricing as a means to procure renewable energy services, which are made available to SPURR members and these eligible entities.

The Contract provides a Fixed Price Administrative Fee and Fixed Project Pricing which is set forth in Appendix B, Pricing Table, of the Contract and had an initial contract expiration date of five years ending on June 30, 2022. To date, there have been three Contract amendments executed by both parties (SPURR and FFP).

Amendment One was executed on Sept. 15, 2019, and reinstated the Contract and improved contract provisions; and

Amendment Two was executed on Sept. 30, 2021, and extended the Contract Term through June 30, 2022, and further reduced the fixed project pricing schedule; and

Amendment Three was executed on Sept. 7, 2022, which extended the Contract Term through Oct. 26, 2022, and to accommodate numerous public agencies in good faith negotiations seeking to use the Contract in anticipation of "Net Energy Metering" rule changes currently under consideration by the California Public Utilities Commission.

The Contract expired on October 26, 2022. ISD has executed a Letter of Intent (LOI), with the approval from County Counsel. The LOI secured the fixed prices for the ESAs and it provides for an exclusivity period through December 30, 2023 (the ESA execution deadline) for the County to execute ESAs under the REAP Program. To the extent that FFP and the County entered into the LOI, the pricing and terms set forth in the Contract Amendment continue to apply to the ESAs which are entered into pursuant to the LOI, even if they are executed after the Contract expiration date. ISD, with approval from County Counsel, amended the previous LOI adding the 36 facilities to secure the fixed prices.

A REAP Program ESA includes any power purchase agreement ("PPA"), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a project. The County was provided the opportunity to conduct (or authorize FFP to conduct) feasibility studies and to conduct site inspections for the proposed projects. The County facilities in Attachment 2 were identified as viable candidates. After such, the County is not obligated to procure projects with FFP and are not responsible for any costs incurred by FFP for conducting its feasibility study, site inspections, offer preparation or any other activity prior to execution of an ESA.

The ESAs will allow the County to generate clean renewable power, at the proposed facilities, which will effectively lower the County's current utility expenses. ISD ensured that each of the facilities meets the criteria for optimal solar installation configurations.

During the development and negotiations of the proposed ESAs, ISD worked closely with SPURR to ensure that the proposed projects support the County's goals and define the scope for electrical work required at each of the 36 facilities. Specific labor language was negotiated into the Contract and resulting ESAs, including language added to the Scope to ensure a minimum of all Journeyman Wireman shall be graduates of a Joint Labor Management State of California Approved Electrical Apprenticeship Training Program, Apprentices performing electrical work must be indentured in a State of California Approved Joint-Labor Management Apprenticeship Program of which a minimum number must be OSHA 30-hour General Industry Safety and Health Certified.

The County also negotiated fixed ESA electricity rates per kilowatt-hour (kWh), at the same rate, for the entire 20-year term of each ESA. The proposed new ESAs will provide the new solar systems with warranties (equipment and Operations & Maintenance services) for the 20-year term of the ESAs, at no cost to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Given the long-term nature of the ESAs, ISD has coordinated with the relevant departments as well as the County's CEO's office to ensure that there are no long-term plans that would impair the County from completing the terms of the ESAs.

Installation at the 36 County facilities is expected to take place in late-2024 and will be completed in approximately 9 months. ISD will be working with the affected Departments during construction, and there is no anticipated disruption to County services.

CONCLUSION

The proposed projects for installing, operating, and maintaining solar systems on the proposed County facilities would reduce the County's utilities budget with no upfront capital expenditure.

Further, electricity produced by these projects would be at known and fixed prices and fixed administrative costs, which would save the County $32.7 million over the ESA term.

Further, these projects would decrease the production of greenhouse gases and air pollution in the region.

Finally, the financial risk to the County of not meeting the terms of the ESA over the 20- year period of the contract is small when compared to the anticipated savings for the County, as the ESAs include termination for convenience and default provisions, along with buy-out clauses.

Please return an adopted copy of this letter and a signed original of the Resolution to the Director of ISD.

Respectfully submitted,



SELWYN HOLLINS

Director

SH:ML:LG:CC:ct

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel

ATTACHMENT 1

RESOLUTION ON PROPOSED ENERGY SERVICES AGREEMENTS FOR SOLAR SYSTEMS AT THIRTY-SIX COUNTY FACILITIES

WHEREAS, the California legislature seeks to encourage the implementation of energy projects at public facilities through legislation designed to provide the greatest possible flexibility to public agencies in structuring agreements for alternative energy projects (Government Code sections 4217.10, *et seq*.);

WHEREAS, Government Code section 4217.10, *et seq*., authorizes agencies such as the County of Los Angeles ("County") to develop energy conservation, cogeneration, and alternate energy sources at facilities owned by such public agencies;

WHEREAS, Section 4217.12 of the California Government Code authorizes the County to enter into a contract for energy conservation systems on terms the Board determines are in the best interests of the County; and

NOW THEREFORE, BE IT RESOLVED that based on staff reports, public comment, and the administrative record as a whole, and pursuant to Government Code section 4217.12, the Board finds that the anticipated cost to the County for electrical (solar) energy under the proposed Energy Services Agreements will be less than the anticipated marginal cost to the County of energy that would have been consumed by the County in the absence of those purchases;

BE IT FURTHER RESOLVED that the Board finds the difference, if any, between the fair rental value for the real property subject to the facility license agreement and the agreed rent is anticipated to be offset by below-market energy purchases or other benefits provided under the Agreements;

BE IT FURTHER RESOLVED that the Board receive public comment on the proposed projects at its regularly scheduled Public Hearing Meeting on November 28, 2023, prior to consideration of this resolution;

BE IT FURTHER RESOLVED that based on staff reports reviewed by the Board, public comment and the administrative record as a whole, the Board finds it is in the best interest of the County to enter into Solar Energy Agreements subsequent to adoption of this resolution; and

BE IT FINALLY RESOLVED that the Director of ISD, or his designee, is authorized to enter into Energy Services Agreements for solar systems at thirty-six County facilities on behalf of the County and to take all steps necessary to execute and implement agreements and to take any actions deemed necessary to best protect the interest of the County.

The foregoing resolution was adopted on the 28th day of November, 2023 by the Board of Supervisors of the County of Los Angeles.

CELIA ZAVALA

Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
DEPUTY
Executive Officer of the Board

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Jason C Carnevale
Deputy County Counsel

FACILITY LIST

1. Animal Control - Palmdale
   38550 Sierra Highway, Palmdale, Ca 93550
2. DPSS - Compton AP District Office
   211 E Alondra Blvd, Compton, CA 90220
3. DPSS - Florence AP District Office
   1740 E Gage Ave, Los Angeles, CA 90001
4. DPSS - Lancaster
   349 E. Ave. K6, Lancaster, Ca 93535
5. Health Services - County Public Health Laboratory
   12750 Erickson Ave, Downey, CA 90242
6. Health Services - High Desert Regional Health Center
   335 E Avenue I, Lancaster, CA 93535
7. Health Services - Human Resources Administration Commerce
   5555 Ferguson Dr, Commerce, CA 90022
8. Health Services - Human Resources Administration Commerce
   5569 Ferguson Dr, Commerce, CA 90022
9. Library - Lancaster Library
   601 W Lancaster Blvd, Lancaster, CA 93534
10. Library - West Covina Library
    1601 West Covina PRKY West Covina
11. Library - Clifton M. Brakensiek Library
    9945 Flower St Bellflower, CA 90706
12. Library - Leland R. Weaver Library
    4035 Tweedy Blvd, South Gate, CA 90280
13. Library - Norwalk Library
    12350 Imperial Hwy, Norwalk, CA 90650
14. Library - Rosemead Library
    8800 Valley Blvd, Rosemead, CA 91770
15. Mental Health - Department of Mental Health Compton
    921 E Compton Blvd, Compton, CA 90221
16. Probation - Camp Kenyon Scudder
    28750 Bouquet Canyon Rd, Santa Clarita, CA 91390
17. Probation - Camp Kilpatrick-Miller
    427 S Encinal Canyon Rd, Malibu, CA 90265
18. Probation - Los Padrinos Juvenile Hall
    7285 Quill Dr, Downey, CA 90242
19. Probation - Rio Hondo Area Office
    8240 Broadway Ave, Whittier, CA 90606
20. Probation - Centinela Area Field Office
    1330 W Imperial Hwy, Los Angeles, CA 90044
21. Health Services - Whittier Public Health Center
    7643 S. Painter Avenue, Whittier, CA 90602
22. Public Works - Lancaster
    335 E. Avenue K6, Lancaster CA 93535
23. Public Works - Lomita
    24320 Narbonne Ave, Lomita CA 90717

24. Sheriff - Industry Station
    150 N Hudson Ave, City of Industry
25. Sheriff - Carson Station
    21356 Avalon Blvd, Carson, CA 90745
26. Sheriff - Lakewood Station
    5130 Clark Ave Lakewood, CA 90712
27. Sheriff - Lomita Station
    26123 Narbonne Ave, Lomita, CA 90717
28. Sheriff - Malibu-Lost Hills
    27050 W AGOURA RD, Agoura Hills, CA 91301
29. Sheriff - Norwalk Station
    12335 Civic Center Dr, Norwalk, CA 90650
30. Sheriff - Palmdale Station
    750 E Ave Q, Palmdale, Ca 93550
31. Sheriff - San Dimas Station
    270 S Walnut Ave, San Dimas, CA 91773
32. Sheriff - Sherman Block Building
    4700 Ramona Blvd, Monterey Park, CA 91754
33. Sheriff - South Los Angeles Station
    1310 W Imperial Hwy, Los Angeles, CA 90044
34. Sheriff - S.T.A.R.S. Center
    11515 Colima Rd, Whittier, CA 90604
35. Sheriff - Sybil Brand Institute
    4500 City Terrace Dr, Los Angeles, CA 90063
36. Sheriff - Walnut-Diamond Bar Station
    21695 E Valley Blvd, Walnut, CA 91789

SITE	BLENDED SCE RATE	PPA RATE	SYSTEM SIZE KW	Y1 PRODUCTION (kWh)	% ENERGY OFFSET	PRE-SOLAR UTILITY BILL	YEAR 1 SAVINGS	SAVINGS
Animal Control - Palmdale	$0.2628	$0.1715	328	593,076	99%	$156,663	($4,344)	$676,040
DPSS - Compton AP District Office	$0.2233	$0.1885	573	943,580	91%	$232,524	($30,658)	$562,244
DPSS - Florence AP District Office	$0.3184	$0.2001	336	547,583	91%	$191,427	$18,104	$1,340,241
DPSS - Lancaster	$0.2505	$0.1610	639	1,155,047	97%	$299,295	($2,731)	$1,375,716
Health Services - County Public Health Laboratory	$0.2322	$0.1789	442	778,602	24%	$742,941	$20,483	$1,572,974
Health Services - High Desert Regional Health Center	$0.2121	$0.1323	803	1,519,214	35%	$920,889	($24,063)	$919,469
Health Services - Human Resources Admin Commerce	$0.2161	$0.1458	1081	1,884,230	32%	$1,279,342	$15,603	$2,559,582
Health Services - Human Resources Admin Commerce	$0.2125	$0.1699	606	1,010,174	99%	$215,809	($1,655)	$1,293,263
Health Services - Whittier Public Health Center	$0.2988	$0.2634	197	296,830	74%	$120,277	($16,332)	$170,343
Library - Clifton M. Brakensiek Library	$0.2733	$0.1900	205	350,341	100%	$93,267	($1,840)	$469,385
Library - Lancaster Library	$0.2501	$0.1461	475	993,503	90%	$242,152	$8,115	$1,215,377
Library - Leland R. Weaver Library	$0.2918	$0.1854	221	370,573	94%	$115,432	$6,670	$714,544
Library - Norwalk Library	$0.2615	$0.2191	377	565,649	100%	$143,308	($31,612)	$116,262
Library - Rosemead Library	$0.3112	$0.2431	205	348,937	94%	$115,954	($15,087)	$255,722
Library - West Covina Library	$0.2826	$0.1984	311	485,863	73%	$186,838	($5,643)	$599,399
Mental Health - Dept of Mental Health Compton	$0.2494	$0.1639	475	829,174	77%	$268,080	($3,472)	$965,734
Probation - Camp Kenyon Scudder	$0.2457	$0.1907	410	745,558	100%	$180,359	($21,888)	$519,689
Probation - Camp Kilpatrick-Miller	$0.2549	$0.1971	393	616,426	62%	$255,450	($18,778)	$442,108
Probation - Centinela Area Field Office	$0.2631	$0.2631	221	347,521	100%	$90,908	($19,294)	$194,070
Probation - Los Padrinos Juvenile Hall	$0.2305	$0.1747	934	1,537,387	64%	$556,214	($18,524)	$1,595,399
Probation - Rio Hondo Area Office	$0.2863	$0.2214	270	439,532	100%	$116,275	($10,648)	$472,317
Public Works - Lancaster	$0.2663	$0.1435	549	993,503	100%	$262,759	$37,816	$2,127,015
Public Works - Lomita	$0.2844	$0.2078	254	397,408	100%	$108,126	($6,330)	$473,427
Sheriff - Carson Station	$0.2224	$0.1759	516	809,984	94%	$190,818	($23,229)	$486,170
Sheriff - Industry Station	$0.2398	$0.1939	336	561,059	91%	$147,459	($15,471)	$1,076,196
Sheriff - Lakewood Station	$0.2434	$0.2159	287	485,654	38%	$310,159	($9,254)	$568,431
Sheriff - Lomita Station	$0.2736	$0.1773	262	432,375	100%	$107,950	($1,502)	$557,044
Sheriff - Malibu-Lost Hills	$0.2223	$0.1687	475	806,753	97%	$184,164	($12,400)	$727,220
Sheriff - Norwalk Station	$0.2199	$0.1853	557	872,132	100%	$184,971	($26,848)	$537,652
Sheriff - Palmdale Station	$0.2248	$0.1577	606	1,119,560	95%	$265,116	($20,497)	$825,045
Sheriff - S.T.A.R.S. Center	$0.2367	$0.1639	860	1,466,625	60%	$582,432	($14,992)	$1,409,061
Sheriff - San Dimas Station	$0.2243	$0.1553	467	790,636	84%	$210,326	($8,263)	$734,777
Sheriff - Sherman Block Building	$0.2166	$0.1910	966	1,401,758	40%	$765,362	($56,539)	$567,540

Sheriff - South Los Angeles Station	$0.2100	$0.1727	778	1,265,124	97%	$273,195	($23,240)	$1,078,196
Sheriff - Sybil Brand Institute	$0.2447	$0.1717	459	743,236	88%	$206,793	$6,526	$1,170,022
Sheriff - Walnut-Diamond Bar Station	$0.2211	$0.1676	491	811,726	90%	$199,993	($17,596)	$587,005
Total	**$0.2494**	**$0.1848**	**17,365**	**29,316,333**	**82.5%**	**$10,523,027**	**($349,413)**	**$30,954,679**

Assumes 3% Annual Utility Energy and Demand Charge Escalator

PPA Rates assume 40% ITC

SPURR
Buying Together. Buying Better.
1850 Gateway Boulevard, Suite 235, Concord, Ca 94520 | 925.743.1292 | spurr.org

SPURR RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM

MASTER CONTRACT

This SPURR REAP Master Contract (this "RMC"), is made effective as of October 26, 2017 (the "Effective Date"), by and between the School Project for Utility Rate Reduction, a California joint powers authority ("SPURR") and ForeFront Power, LLC, a Delaware Limited Liability Company ("Vendor").

BACKGROUND

A. SPURR is a "Joint Powers Authority" formed by California public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR, with over 240 member organizations, aggregates purchasing power and expertise for thousands of public agency facilities across California. SPURR programs include natural gas, electricity, LED lighting, utilities data management and conservation, telecommunications and networking, solar energy and energy storage, and demand response.

B. Pursuant to SPURR's Joint Powers Agreement and to SPURR Board of Directors Resolution No. 14-01, SPURR is duly authorized to create and operate one or more aggregated solar procurement programs, herein referred to collectively as the Renewable Energy Aggregated Procurement Program (the "REAP Program").

C. SPURR's REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. "Eligible Entities" mean:

- California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not.
- Other public agencies or non-profit educational entities in California whose procurement rules (whether internal rules or statutory requirements), allow them to purchase goods or services through a procurement vehicle such as SPURR.

D. On July 19, 2017, SPURR issued a REAP Program Request for Proposals (the "RFP"), seeking prospective vendor terms and conditions for solar and energy storage projects ("Projects"). The RFP specified that the pricing and terms of any award made pursuant to the RFP would be made available to Eligible Entities.

E. The REAP Program and RFP is intended to benefit Eligible Entities by providing:

- A streamlined, transparent, and competitive procurement process for Projects.
- The best available Project pricing, obtained by taking advantage of SPURR's purchasing power and experience in competitive energy procurement.
- Minimized administrative strain associated with Project procurement, including reduced time and expense dedicated to the procurement process.
- Competitively procured, easily understood terms and conditions of service.
- Access to firm Project pricing and terms, so that estimated Project returns on investment and other benefits and risks can be quickly and accurately assessed.

F. Fresno Unified School District ("Fresno USD"), recognizing the benefits of participating in SPURR's REAP Program, acted as a cooperating agency in the RFP process. Fresno USD worked with SPURR to develop the RFP scope of work, assisted with vendor site walks,

participated in the scoring of proposals and the selection of Vendor, and signed a "Letter of Intent to Participate as Cooperating Agency" signifying their intent to utilize Vendor if they proceed with Projects in 2017 or 2018.

G. Seven Eligible Entities provided commitments of support for the REAP Program RFP ("Letters of Support"), including Atascadero USD, Contra Costa Community College District, Franklin-McKinley School District, Paramount USD, San Francisco USD, San Mateo-Foster City School District, and State Center Community College District.

H. SPURR invited qualified vendors to submit qualifications, pricing, terms, and designs for illustrative sample Projects and for eight Fresno USD Projects. SPURR advertised the RFP by publication and by distributing the RFP by email to more than seventy (70) prospective solar vendors, energy storage vendors, consultants, and suppliers.

I. For each Project included in the RFP, SPURR provided a detailed list of Project includes, excludes, specifications, and assumptions. In response to questions submitted by interested vendors, SPURR issued one or more Addenda to the RFP.

J. SPURR received eight (8) responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using best value criteria including but not limited to an evaluation of the quality of the submitted proposals, proposed pricing, system value, system design and features, relevant experience with similar projects, team member qualifications, financial viability, vendor's ability to provide quality service to SPURR's large membership, and feedback from references.

K. SPURR used the following system in scoring RFP proposals:

- Company Profile and Financial Strength: 15%
- Company Background, Experience, and References: 20%
- Project Design and Project Approach: 20%
- Pricing and Proposed Terms: 45%
- TOTAL: 100%

L. SPURR selected Vendor for an award under the RFP. Additional information regarding Vendor is set forth in Appendix A to this RMC. The pricing and terms proposed by Vendor, as described in this RMC, will represent a transparent offer that Eligible Entities can adopt to meet their unique Project needs.

M. The parties are entering into this RMC to evidence the terms and conditions of the award to Vendor.

AGREEMENT

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

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this RMC to Vendor under the RFP at the prices and terms (the "Vendor Offer") listed in Appendix B. Vendor accepts such award, confirms Vendor's acceptance of all terms and conditions of the RFP, and confirms its obligations to honor the representations or commitments made by Vendor in its response to the RFP ("Vendor's RFP Response"). The terms and conditions of the RFP, and the representations and commitments of Vendor's RFP Response are hereby incorporated by reference into this RMC.

The Vendor Offer will be available for acceptance by Eligible Entities through December 31, 2019 (the "Vendor Offer Deadline"); provided, that SPURR and Vendor may mutually agree to extend the Vendor Offer Deadline for an additional period of up to two years.

The pricing and terms described in Vendor Offer are considered firm and may be adjusted only to the extent that Vendor can satisfactorily demonstrate to an Eligible Entity and to SPURR that a prospective Project differs significantly from the detailed list of Project inclusions, exclusions, assumptions, and specifications detailed in the RFP and listed in Appendix C.

2. PROGRAM PARTICIPATION

A "Participant" in the REAP Program is any Eligible Entity that uses or references the REAP Program as the basis for their selection of Vendor to implement one or more Projects.

A "REAP Project Agreement" means any power purchase agreement ("PPA"), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a Participant's Project to be implemented by Vendor, including any amendment, revision, extension, or renewal of such agreements.

REAP Project Agreements may relate to Projects located at sites controlled by the Participant, or located at other sites (as in an "over the fence" agreement or a "community solar" arrangement), so long as Participant selects Vendor to implement the Project on their behalf.

Eligible Entities may authorize Vendor to perform feasibility studies, conduct site inspections, and provide binding offers for prospective Projects. Eligible Entities are not obligated to procure Projects with Vendor and are not responsible for any costs incurred by Vendor for conducting its feasibility study, site inspections, offer preparation or any other activity prior to execution of a REAP Project Agreement.

When presenting a Project proposal to an Eligible Entity, Vendor must describe and support in writing any deviations from the pricing and terms memorialized in this RMC. At the request of an Eligible Entity, SPURR will review Vendor's offer for reasonable conformity with this RMC and will report the results of such review to the Eligible Entity. SPURR's review will not constitute a legal review or a feasibility study.

3. PROGRAM PROMOTION

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

Vendor will take the lead in generating interest in the REAP Program, with SPURR in a supporting role, and will use the RMC as Vendor's preferred form of contracting with Eligible Entities. Vendor's sales force will be trained and engaged in the promotion of the REAP Program and the RMC for the duration of the contract term. Vendor will not encourage or induce an Eligible Entity to procure a Project outside of the REAP RFP Program.

SPURR will use commercially reasonable efforts to support Vendor Marketing. SPURR will promote the REAP Program through the creation of marketing materials, digital marketing campaigns, and active outreach to its constituents. SPURR will promptly provide electronic copies of REAP Program documentation to any Eligible Entity upon request.

SPURR will schedule periodic reviews to evaluate the Selected Vendor's performance of the commitments outlined in this RFP. If Selected Vendor reports "No Sales" for three (3) consecutive quarters, the Selected Vendor may be put on probationary status for one (1) additional quarter. If "No Sales" are reported during the probationary period, the Vendor Awarded contract will be subject to immediate termination by SPURR.

Each party to this RMC represents to the other party that it will conform to the highest industry professional standards in all marketing and implementation activities related to this RMC and the REAP Program.

4. USE AND LIMITATIONS OF REAP PROGRAM

Each Eligible Entity will (a) determine for itself whether participation in the REAP Program and use of this RMC complies with their procurement rules, (b) determine for itself whether Vendor's offer suits their needs for a Project, (c) authorize, pursuant to California Government Code sections 4217.10-4217.18 or such other law or regulation as they determine is appropriate, the execution and delivery to Vendor of a REAP Project Agreement and any other documentation necessary or appropriate to complete a Project.

Nothing in the RFP or this RMC may be construed as SPURR's provision of legal, engineering, financial, or technical advice to Vendor, Eligible Entities, or Participants. Nothing in the RFP or this RMC may be construed as SPURR's recommendation to Vendor, Eligible Entities, or Participants regarding a specific Project's size, scope, delivery date, or suitability for the needs of an Eligible Entity or Participant.

SPURR will not provide warranties regarding Projects or performance by Vendor, will not represent Vendor in the resolution of disputes with Eligible Entities or Participants, and will not guarantee payment by Participants.

5. ADMINISTRATIVE FEES

Vendor acknowledges that they will benefit from the REAP Program by avoiding the time and expense required to go through competitive bidding processes with individual Eligible Entities, and by publicizing their status as the winner of a SPURR competitive procurement. These benefits will increase Vendor's potential business opportunities and provide significant advantages in the marketplace. In consideration of these benefits, Vendor will pay administrative fees ("Administrative Fees") to SPURR as described in the RFP and set forth in this RMC.

Vendor acknowledges and that Administrative Fees do not constitute additional fees over and above the pricing memorialized in this RMC. Vendor acknowledges that they are solely responsible for payment of Administrative Fees.

Administrative Fees will be due to SPURR (a) for each REAP Project Agreement signed between a Participant and Vendor, or any affiliate of Vendor, and, in addition (b) for each Notice to Proceed or other document authorizing commencement of construction (an "NTP") under a REAP Project Agreement. For the avoidance of doubt, the Administrative Fee associated with issuance of NTP shall only be payable if NTP is actually issued for such Project. NTP means that Vendor has commenced construction on the Project. Within three (3) business days of construction commencement, Vendor will issue NTP documentation to SPURR verifying that construction has commenced and provide final Project size.

Administrative Fees will be calculated based on the following table:

	Execution of REAP Project Agreement by Participant	Issuance of NTP
Type of Project: Solar PV	$0.0425 / Watt-DC	$0.0425 / Watt-DC
Type of Project: Energy Storage	$0.02125 / Watt-hour-DC	$0.02125 / Watt-hour-DC

Project size will be based on the Project capacity described in the executed REAP Project Agreement or NTP.

Payment of Administrative Fees will be due within twenty (20) days of invoice by SPURR. Past due Administrative Fees will be subject to late fees and costs of collection. Late fees shall accrue at the rate of one and one half percent (1.5%) per month on all past due Administrative Fee balances until payment is received by SPURR. In addition, SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney's fees, for any past due Administrative Fees or for late fees.

6. VENDOR OBLIGATION TO PROVIDE DOCUMENTATION

Documentation and notifications sent pursuant to this section shall be emailed to solar@spurr.org.

Vendor will notify SPURR by email within five (5) business days after Vendor learns that any Eligible Entity intends to become a Participant.

Not later than five (5) business days after an Eligible Entity executes a REAP Project Agreement, Vendor shall email SPURR an executed copy of the REAP Project Agreement, in pdf format.

Not later than five (5) business days after an NTP is issued for any Project, Vendor shall email SPURR a copy of the NTP, in pdf format. NTPs must include the issuance or construction commencement date, Project capacity size in W-DC or Watt-hour-DC, location, and Participant name.

Vendor will promptly provide SPURR with other documentation directly related to implementation of a REAP Project Agreement as may be reasonably requested by SPURR, including utility interconnection studies and applications, utility incentive program studies and applications, and Project implementation schedules.

7. INDEMNIFICATION

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

8. ATTORNEYS' FEES

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

9. SEVERABILITY

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

10. FORCE MAJEURE EVENTS

A "Force Majeure Event" means any act or event that prevents the affected party to this RMC (the "Affected Party") from timely performing its obligations under this RMC, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the Affected Party and the Affected Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums); provided, that a Force Majeure Event shall not be based on the economic hardship of an Affected Party, or upon the termination or expiration of any contractual rights in favor of the Affected Party.

Except as otherwise provided in this RMC, the Affected Party shall not be considered in breach of the RMC or liable for its delay or failure to comply with the RMC for a period not to exceed ninety (90) days, and only to the extent that such delay or failure is directly attributable to a Force Majeure Event; provided, that the Affected Party shall, as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

Notwithstanding any other provision of this RMC, a Force Majeure Event shall not excuse any delay or failure of the Affected Party to timely pay the other party amounts due under this RMC.

11. ASSIGNMENT

Vendor shall not assign all or part of its interest in this RMC without SPURR's prior written consent, which consent shall not be unreasonably withheld. Any assignment by Vendor of an interest in this RMC shall not release Vendor of its obligations under this RMC, except with SPURR's express written consent, which SPURR may choose to provide in its sole discretion.

12. DEFAULTS

A "Vendor Default" means any of the following events:

(a) Vendor defaults on any obligation under this RMC and such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event,

(b) any REAP Project Agreement default by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, which is not cured within the time for cure provided in that REAP Project Agreement,

(c) the commencement by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, of a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws (the "Bankruptcy Code"),

(d) the commencement of an involuntary case against Vendor, or against any affiliate of Vendor obligated under a REAP Project Agreement, under the Bankruptcy Code if either (i) the case is not dismissed within sixty (60) days after commencement or (ii) the court before which the case is pending issues an order for relief or similar order approving the case,

(e) a court of competent jurisdiction appoints, or the Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in the Bankruptcy Code) for the Vendor, or for any affiliate of Vendor obligated under a REAP Project Agreement, or

(f) Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, fails generally to pay their debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

In the event of a Vendor Default, SPURR may pursue any and all available remedies against Vendor, including immediate revocation of the award to Vendor under the RFP and termination of this RMC.

If SPURR defaults on any obligation under this RMC (a "SPURR Default") and such default is not cured within thirty (30) days after notice of the default from Vendor to SPURR, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event, then Vendor may pursue any and all available remedies against SPURR, including termination of this RMC.

13. Term and Termination

This RMC will terminate on the Vendor Offer Deadline, including any extension of the Vendor Offer Deadline, unless earlier terminated due to Vendor Default or a SPURR Default. Termination of this RMC will not excuse timely performance by any party of obligations to the other party incurred prior to such termination. The following sections of this RMC will survive any termination of this RMC: Vendor Obligation to Provide Documentation, Administrative Fees, Indemnification, Attorneys' Fees, Governing Law, Relationship Of The Parties, and Notices.

14. Governing Law

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

15. Relationship Of The Parties

The relationship between the parties to this RMC shall not be that of partners, agents, or joint ventures for one another. The parties to this RMC, in performing any of their obligations under this RMC, shall be independent parties and shall discharge their obligations at their own risk.

16. Notices

All notices under this RMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) two (2) business days after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid.

All notices must be properly addressed to the addresses set forth on the signature page to this RMC, or at such other addresses as either party may subsequently designate by notice.

17. Counterparts and Delivery

This RMC may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This RMC may be duly executed and delivered by a party's

execution and facsimile or electronic delivery (in pdf format) of the signature page of a counterpart to the other party.

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

SCHOOL PROJECT FOR UTILITY RATE REDUCTION, a California joint powers authority

By: _____

Michael Rochman

Managing Director

Address for Notice:

Attn: Managing Director

1850 Gateway Blvd, Suite 235

Concord, CA 94520

Phone: (925)743-1292

Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited liability company

Approved as to Form ForeFront Power Legal KF

By: _____

Print Name: Rafael Dobrzynski

Print Title: Chief Executive Officer

Address for Notice:

Attn: Rafael Dobrzynski

Address: 100 Montgomery Street Suite 1400

City, State, Zip: San Francisco, CA 94104

Phone: 855-204-5083

Email: rd@forefrontpower.com

APPENDIX A – VENDOR INFORMATION

Vendor: ForeFront Power LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 07/19/2017

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

Sales Contact #1

Name: Brian Taylor

Title: Sales Director

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 650-743-7880

Alt Phone:

Email: btaylor@forefrontpower.com

Sales Contact #2

Name: Sam Youneszadeh

Title: Chief Development Officer

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 310-922-8424

Alt Phone:

Email: sy@forefrontpower.com

Technical Contact

Name: Nate Roberts

Title: Senior Project Manager

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 916.402.7277

Alt Phone:

Email: nroberts@forefrontpower.com

Other Contact (Optional)

Name:

Title:

Address:

City, St, Zip:

Phone:

Alt Phone:

Email:

APPENDIX B – VENDOR OFFER

Vendor: ForeFront Power, LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 07/19/2017

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

Background: Vendor Offer is based on a list of Project includes, excludes, assumptions, specifications, and sample site maps provided to Vendor in the RFP and as provided in Appendix C. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center.

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar and solar plus storage projects for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites SPURR recognizes that final Project pricing for each Participant may vary slightly based on actual scope of work, unique site conditions, specific location, market conditions, availability of incentive funding, required utility upgrades, or other factors that may impact final contract pricing.

Project price adjustments above the pricing memorialized in this RMC must be justified by Vendor on a case by case basis by documenting price adjustments and rationale to SPURR for SPURR's confirmation and approval. The format of such document will be approved by SPURR.

Price for Each Site as a Stand-Alone Project	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.136	$0.134	$0.126	$0.124	$0.070	$0.102	$0.070	$0.1095	$0.1175	$0.1185	$0.1200	$0.1230	$0.1155	$0.1105	$0.1085
PV Cash Purchase Price	$621,553	$685,250	$1,053,824	$1,152,804	$2,511,600	$2,135,840	$2,718,021	$2,910,463	$3,456,760	$2,494,588	$3,923,675	$2,642,418	$1,694,629	$5,070,514	$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	N/A	315	420	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	N/A	510	680	1020	680	850	510	680	850	510	340

Portfolio #1: Small Portfolio	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1
PV System Size (kW-DC)	166.14	191.7	351.45
PV System Size (kW-AC)	168	180	300
PV First Year Production (kWh/year)	260,840	305,570	565,835
PV PPA Rate ($/kWh)	0.136	0.134	0.126
PV Cash Purchase Price	$621,553	$685,250	$1,053,824
Energy Storage System Size (kW-AC)	0	0	210
Energy Storage System Size (kWh-DC)	0	0	340

Portfolio #2: Large Portfolio	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.136	$0.134	$0.126	$0.124	$0.1095	$0.1175	$0.1185	$0.1200	$0.1230	$0.1155	$0.1105	$0.1085
PV Cash Purchase Price	$621,553	$685,250	$1,053,824	$1,152,804	$2,910,463	$3,456,760	$2,494,588	$3,923,675	$2,642,418	$1,694,629	$5,070,514	$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	1020	680	850	510	680	850	510	340

Portfolio #3: Fresno USD	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.1163	$0.1257	$0.1275	$0.1272	$0.1315	$0.1255	$0.1179	$0.1162
PV Cash Purchase Price	$3,062,449	$3,646,359	$2,669,063	$4,110,981	$2,791,265	$1,830,674	$5,318,794	$1,897,114
Energy Storage System Size (kW-AC)	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	1020	680	850	510	680	850	510	340
FUSD Site Cost Adder ($)								
15' Min Clearance on Canopy	$53,636	$47,749	$55,825	$79,069	$46,980	$38,280	$84,680	$37,193
4 EV Charging Stations per Site	$24,650	$24,650	$24,650	$24,650	$24,650	$24,650	$24,650	$24,650
Inspector of Record Fees (Assume $35,000/site)	$35,000	$35,000	$35,000	$35,000	$35,000	$35,000	$35,000	$35,000
Tree Removal	$8,700	$52,200	$29,000	$18,588	$12,218	$8,116	$73,950	$1,668
ADA Upgrades	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
FUSD Site PPA Adder ($/kWh)								
15' Min Clearance on Canopy	$0.0024	$0.0021	$0.0029	$0.0031	$0.0027	$0.0028	$0.0025	$0.0022
4 EV Charging Stations per Site	$0.0011	$0.0011	$0.0013	$0.0010	$0.0014	$0.0018	$0.0007	$0.0015
Inspector of Record Fees (Assume $35,000/site)	$0.0016	$0.0015	$0.0018	$0.0014	$0.0020	$0.0026	$0.0010	$0.0021
Tree Removal	$0.0004	$0.0023	$0.0015	$0.0007	$0.0007	$0.0006	$0.0022	$0.0001
ADA Upgrades	$0.0013	$0.0013	$0.0015	$0.0012	$0.0017	$0.0022	$0.0009	$0.0018

Portfolio #3: Fresno USD - Portfolio Negative Escalator	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
PV PPA Rate ($/kWh)	**$0.1262**	**$0.1364**	**$0.1383**	**$0.1380**	**$0.1427**	**$0.1361**	**$0.1280**	**$0.1260**
PPA Escalator (%)	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**

Portfolio #3: Fresno USD - Value of Solar Optimized	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
PV PPA Rate ($/kWh)	**$0.1260**	**$0.1300**	**$0.1320**	**$0.1010**	**$0.1260**	**$0.1350**	**$0.1170**	**$0.1400**
PPA Escalator (%)	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**

Portfolio #3: Fresno USD - Value of Solar Optimized - Negative Escalator	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
PV PPA Rate ($/kWh)	**$0.1367**	**$0.1411**	**$0.1432**	**$0.1096**	**$0.1367**	**$0.1465**	**$0.1269**	**$0.1519**
PPA Escalator (%)	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**

Price for Each Site as a Stand-Alone Project Negative Escalator	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	**$0.1465**	**$0.1465**	**$0.1356**	**$0.1356**	**$0.0760**	**$0.1106**	**$0.0760**	**$0.1188**	**$0.1275**	**$0.1286**	**$0.1302**	**$0.1335**	**$0.1253**	**$0.1199**	**$0.1177**
PPA Escalator (%)	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**

Price for Each Site as a Stand-Alone Project	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.1360	$0.1340	$0.1260	$0.1240	$0.0700	$0.1020	$0.0700	$0.1095	$0.1175	$0.1185	$0.1200	$0.1230	$0.1155	$0.1105	$0.1085
PV Cash Purchase Price	$621,553	$685,250	$1,053,824	$1,152,804	$2,511,600	$2,135,840	$2,718,021	$2,910,463	$3,456,760	$2,494,588	$3,923,675	$2,642,418	$1,694,629	$5,070,514	$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	N/A	315	420	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	N/A	510	680	1020	680	850	510	680	850	510	340
Annual Storage Services Fee	0	0	$8,082	$9,001	N/A	$22,467	$23,314	$41,218	$34,645	$33,794	$15,492	$26,700	$31,447	$23,051	$10,522
Storage Fee/KW/Month	0	0	$3.207	$3.572	N/A	$5.944	$4.626	$5.452	$6.874	$5.364	$4.099	$5.298	$4.992	$6.098	$4.175
Storage Cash Purchase Price	0	0	$263,677	$263,677	$0	$359,108	$454,962	$641,224	$454,962	$550,048	$359,108	$454,962	$550,048	$359,108	$263,677
Storage Performance Guarantee	N/A	N/A	100%	100%	N/A	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Demand Reduction Guarantee Rate ($/kW)	N/A	N/A	9.99	9.99	N/A	19.67	15.86	19.67	19.67	16.96	15.86	15.86	19.67	15.86	9.99
Minimum Guaranteed Demand Reduction (kW/yr)	N/A	N/A	809	901	N/A	1,142	1,470	2,181	1,761	1,993	977	1,684	1,599	1,454	1,053

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

Vendor Offer is based on a list of Project inclusions, exclusions, assumptions, specifications, utility data, and site maps provided to Vendor in the RFP. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar projects and solar plus storage projects (where applicable) for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites

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

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

Vendor Offer includes at minimum the following components and services:

1. Project engineering
    a. Civil/Structural engineering
    b. Electrical engineering
    c. Mechanical Engineering
    d. Soils reports/engineering
2. Project permitting
    a. DSA or otherwise applicable AHJ permitting fees
    b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal cost)
        - All appropriate safety signage, as required by the Utility
        - Adequately sized and visible disconnect switches at or near each point of common coupling
3. Safety plan
4. Materials
    a. Modules
    b. Inverters
    c. Racking/structures
        - Lighting for shade structures/carports
    d. Balance of System (BOS)
        - Disconnects/Breakers/Fuses
        - Conduits and conductors
        - Pull boxes and ground vaults
        - Enclosures or cabinets to house non-NEMA rated components
    e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.

5. Equipment/material procurement
    a. Delivery, storage, and staging logistics
    b. Delivery and handling costs
    c. Procurement bond or insurance (at the Vendor's discretion)
    d. Site security
6. Facility construction
    a. Civil (trenching and backfill, equipment pad preparation, etc.)
    b. Structural/mechanical
    c. Electrical
7. Interconnection process
    a. Generation Interconnection Application
    b. Initial and supplemental review process management
    c. System coordination studies (if deemed necessary)
    d. System protection engineering (Rule 21, UL 1741, etc.)
    e. Pre-parallel inspection
    f. Permission to operate (PTO)
8. Facility testing
9. Facility commissioning
    a. Strings voltage check
    b. Inverters
        - System check
        - Programming and configuration (i.e. ramp rate, power factor, protection, etc.)
    c. Racking visual inspection and torque check
    d. Monitoring, configuration, startup, and training of district personnel
    e. Switchgear (if required)
10. Facility design documentation package and as-built drawings
    a. PV Module – quantity, make, model, and spec sheet
    b. QA/QC documentation
    c. As built documentation (strings labeled in field and recorded on drawings)
    d. Inverters – quantity, make, model, and spec sheet
    e. Racking/shade structure
        - Manufacturer
        - Design drawings
        - Structure finish
    f. Combiner boxes (if any) – quantity, make, model, and spec sheet
    g. Switchgear/Subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
    h. AC and DC cable specifications
    i. As-built DC single line diagram with conductor specification
    j. As-built AC single line diagram with conductor specification
    k. As-built array configuration plan
    l. Balance of system (BOS) layout detail and identification
        - Combiner boxes
        - Inverters

m. Inverter locations and mounting specifications
n. Trenching specification (depth, bedding material spec, conduit spec., etc.)
- As built location for ongoing O&M

11. Monitoring equipment/system
    a. Inverter level performance/production monitoring
    b. Configurable alarms to allow for notification of underperformance or outages
    c. Security measures (appropriate fencing, cameras, signage, etc.)
12. Operations and maintenance (10 years for purchased systems; 20 years for PPAs)
    a. Inverter maintenance
    b. Module cleaning/testing
    c. Checking of electrical connections/torque
    d. Racking/structure torque check
    e. Inverter extended warranty or replacement plan
    f. Remote monitoring
    g. Shading mitigation
13. Production performance guarantee
    a. 90% system production guarantee or better.

B. Assumptions for Solar PV PPA AND Purchase Project Scenarios:

a. Projects will be interconnected as net energy metering (NEM or NEM-A) or RES-BCT projects.
b. Assume no incentives from utility.
c. SPURR's fees, as described above, must be included in all proposed pricing.
d. Prevailing wage rates will apply.
e. California DSA pre-check design.
f. All inverters must be UL 1741 certified.
g. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
h. Campus main meters are adequately sized and have available space for connection of PV generation.
i. For shade structures, concrete support extending up the structure post a minimum of 24".
j. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
k. All unpainted metal shall be resistant to corrosion for a minimum of 25 years.
l. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
m. Canopies shall have a minimum clear height of 10 foot at the lowest point of any structure.
n. Each canopy system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. The design life shall be a minimum of 25-years.

o. Canopies placed in parking lots shall be clearly labeled with max clearance for vehicles at the low points. Label should be easily visible from a vehicle
p. Canopies must include LED lighting that conform to current lighting standards and codes.
q. Existing light post bases and bollards will be removed if not being used by Selected Vendor. Lighting will reuse existing circuits where available.
r. Grounds and landscaping that may have been impacted due to construction will be brought back to original pre-construction conditions.
s. Selected Vendor shall be responsible for prompt removal and disposal of spoils from all related construction activities.
t. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
u. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.
v. Array areas shown on project site maps are representative and not exact panel layouts.
w. DC-AC de-rate and inverter configuration to be determined by the Vendor to produce the best system value.
x. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.

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

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

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

a. Term: 20 years
b. Annual PPA % escalator: 0%
c. Participant ownership of Renewable Energy Certificates (RECs)
d. An annual production guarantee, with a reasonable degradation factor that matches the term of the offered PPA, must be included. Participants will not be required to purchase more than 110% of the estimated annual energy production.
e. PPA must include purchase option(s) after year 6.
f. Removal of the system and returning the site to its pre-installation condition (normal wear and tear excepted) at the end of the PPA term.

During the PPA ownership period, it will be the responsibility of Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, vegetation abatement, panel washing as needed to meet

performance guarantee targets, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by Vendor.

D. Includes and Assumptions for Purchase Scenario ONLY:

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

a. 10-year O/M contract
b. 10-year 95% annual production guarantee less system degradation

E. Excludes for Solar PV PPA AND Purchase Scenarios:

a. All costs associated with Utility distribution or service upgrades.
b. Cost of parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.)
c. Removal/disposal of hazardous materials including asbestos.
d. Habitat mitigation.
e. Conditional use permits, special use permits, or environmental impact reports
f. Roof replacement or repair.
g. Required ADA upgrades.
h. Structural upgrades to buildings.
i. Network and/or data services upgrades.
j. Installation of data wiring for monitoring kiosks or display screens.
k. 3rd party inspector costs
l. Tree or other vegetation removal
m. Performance bond

E. Fresno USD Projects

Fresno Unified School District required a line item cost for each of the following project components and the incremental increase to the PPA rate associated with that line item cost:

a. Minimum of 15' clearance on low side of all canopy structures in driveway or parking areas.
b. Tree or other vegetation removal.
c. Four EV charging stations per site.
d. Reimburse FUSD for DSA inspector of record costs. Assume budgetary estimate of $35,000 per site.
e. Required ADA upgrades.

F. Includes for Energy Storage Projects

Proposals for energy storage projects are required to include at minimum the following items/components:

1. Vendor is responsible for all costs associated with preparing and submitting SGIP applications.
2. Project engineering
    a. Civil/Structural engineering
    b. Electrical engineering
    c. Mechanical engineering
    d. Soils reports/engineering
3. Project permitting
    a. Permitting fees
    b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal base cost)
        - All appropriate safety signage, as required by the Utility
        - Adequately sized and visible disconnect switches at or near each point of common coupling
4. Safety plan
5. Materials
    a. Battery or other energy storage technology
    b. Inverters
    c. Weatherproof outdoor enclosure/container.
    d. Balance of System (BOS)
        - Disconnects/Breakers/Fuses
        - Conduits and conductors
        - Pull boxes and ground vaults
    e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.
6. Equipment/material procurement
7. Delivery, storage, and staging logistics
8. Site security
9. Facility construction
    a. Civil (trenching and backfill, equipment pad preparation, etc.)
    b. Structural/mechanical
    c. Electrical
10. Interconnection process
    a. Generation Interconnection Application; must submit to utility within 60 days of execution of Project Agreement.
    b. Self-Generation Incentive Program (SGIP) application and documentation process
    c. Initial and supplemental review process management
    d. System coordination studies (if deemed necessary)
    e. System protection engineering
    f. Utility inspection
11. Facility testing
12. Facility commissioning

a. Inverters
b. Monitoring configuration, startup, and training of Participant personnel
c. Switchgear (if required)

13. Facility design documentation package and as-built drawings
    a. QA/QC documentation
    b. As built documentation
        - Inverters – quantity, make, model, and spec sheet
        - Enclosure description and documentation
            - Design drawings
            - Paint/finish
    c. Switchgear/subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
    d. AC and DC cable specifications
    e. As-built DC single line diagram with conductor specification
    f. As-built AC single line diagram with conductor specification
    g. As-built site plan
        - Balance of system (BOS) layout detail and identification
        - Inverter locations and mounting specifications
        - Trenching specification (depth, bedding material spec, conduit spec., etc.)
14. Monitoring equipment/system
    a. System charge/discharge monitoring
    b. 15-minute interval (or better) data granularity
15. Security measures
16. Operations and maintenance for the term of the contract

G. Assumptions for Energy Storage Projects

a. SPURR's fees, as described above, must be included in all proposed pricing.
b. Assume SGIP funding of $0.22/Watt-hour. Vendor must provide a clear and detailed explanation of how changes to proposed pricing will be calculated based on increased/decreased SGIP funding.
c. Prevailing wage rates will apply.
d. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
e. Electric services are adequately sized and have available space to connect energy storage project.
f. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
g. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
h. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
i. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.

j. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.
k. Removal of the system at the end of the term.

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

During the entire project life it will be the responsibility of the Selected Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by the Selected Vendor.

H. Excludes for Energy Storage Projects

The following items shall not be included in the base pricing offered by Vendors. All base pricing cost adjustments presented to Participants will be subject to SPURR's review and must comply with a cost adjustment formula to be negotiated with Selected Vendor.

a. All costs associated with Utility distribution or service upgrades.
b. Removal/disposal of existing hazardous materials including asbestos.
c. Habitat mitigation.
d. Conditional use permits, special use permits, or CEQA-related work.
e. Required ADA upgrades.
f. Network and/or data services upgrades.
g. Installation of data wiring for monitoring kiosks or display screens.
h. 3rd party inspector costs

Vendor is required to include a comprehensive list of additional relevant "excludes" that are not reflected in the Proposal and pricing.

APPENDIX D – REAP PROJECT AGREEMENTS

Exhibit A

of General Conditions

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]

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

Dear Authorized Representative:

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

1. The [solar photovoltaic] [battery storage] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by ForeFront Power 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 of the Premises.

2. ForeFront Power or its designee (including finance ForeFront Powers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or ForeFront Power any rent for such right to access the premises.

3. [LANDLORD] has been advised that the finance ForeFront Powers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. ForeFront Power and the finance ForeFront Powers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.

4. [LANDLORD] will not take any action inconsistent with the foregoing.

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

Very truly yours,

[PURCHASER]

By:_____

Name:

Title: Authorized Representative

Acknowledged and agreed by:

[LANDLORD]

By: _____

Name:

Title: Authorized Representative

Exhibit B

of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that ForeFront Power will be receiving financing accommodations from one or more Financing Parties and that ForeFront Power may sell or assign the System or this Agreement and/or may secure ForeFront Power's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by ForeFront Power to a Financing Party, of ForeFront Power's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to ForeFront Power, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of ForeFront Power default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with ForeFront Power to cancel, modify or terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, shall be entitled to exercise, in the place and stead of ForeFront Power, any and all rights and remedies of ForeFront Power under this Agreement in accordance with the terms of this Agreement and only in the event of ForeFront Power's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of ForeFront Power thereunder or cause to be cured any default of ForeFront Power thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of ForeFront Power under this Agreement or (unless the Financing Party has succeeded to ForeFront Power's interests under this Agreement) to perform any act, duty or obligation of ForeFront Power under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from ForeFront Power to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to ForeFront Power under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) Right to Cure.

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

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

Exhibit C

of General Conditions

Requirements Applicable To The Installation Work

Section B.1 Prohibition Against Use of Tobacco. All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. ForeFront Power shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, ForeFront Power, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 Prohibition Against Use of Drugs.

(a) Purchaser Drug-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. ForeFront Power shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, ForeFront Power, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

(b) Drug-Free Workplace Certification. ForeFront Power is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section B.3 Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). ForeFront Power acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

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

(a) Section 1735: Anti-Discrimination Requirements;

(b) Section 1775: Penalty for Prevailing Wage Rate Violations;

(c) Section 1776: Payroll Records;

(d) Sections 1777.5,1777.6 and 1777.7: Apprenticeship Requirements;

(e) Sections 1810 through 1812: Working Hour Restrictions;

(f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and

(g) Section 1815: Overtime Pay.

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

Section B.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit C, ForeFront Power, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. ForeFront Power or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. ForeFront Power shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section B.8 Protection of Minor-Aged Students. ForeFront Power, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, ForeFront Power, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if ForeFront Power makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

ENERGY SERVICES AGREEMENT – SOLAR

This Energy Services Agreement ("Agreement") is made and entered into as of this ____ day of _____, 201__ (or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date"), between *[ForeFront Power]*, LLC, a Delaware limited liability company] ("ForeFront Power"), and *[INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION]* ("Purchaser"; and, together with ForeFront Power, each, a "Party" and together, the "Parties").

RECITALS

A. Purchaser desires that ForeFront Power install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;

B. ForeFront Power and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between Forefront Power, LLC and Purchaser dated as of _____, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.

2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, ForeFront Power shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term".
{FP Note: If System is paired with an energy storage System, ensure alignment of commencement of Term in the Energy Storage Special Conditions.}

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

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

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. Such information may be stored and processed in the United

States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Construction Start Date is 210 days from Effective Date.

5.2 The Guaranteed Commercial Operation Date is 180 days from Construction Start Date.

6. Purchase Requirement; Energy Services Payment. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by ForeFront Power to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

7. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within 60 days of each annual anniversary of the Commercial Operation Date, ForeFront Power will provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).

8. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

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

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

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

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

RV = (ATP - kWh Rate)

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

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

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

9. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.

10. Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.

11. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

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

[*INSERT FOREFRONT POWER LEGAL NAME*]	**[*INSERT PURCHASER LEGAL NAME*]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULES

I. Schedule 1 – Description of the Premises, System and Subsidy

A. Premises	**[**Physical Address: _____] [APN Number: _____**]**
Site diagram attached:	☐ Yes ☐No
B. Description of Solar System	[Grid-interconnected or any other general descriptors]
Solar System Size:	[ ] kW (DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.)
C. Anticipated Subsidy or Rebate	[$]

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to ForeFront Power a monthly payment (the "Energy Services Payment") for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The "Actual Monthly Production" means the amount of energy recorded by ForeFront Power's metering equipment during each calendar month of the Term.

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

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

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

If distribution upgrades are required by the Local Electric Utility, within 30 days of receipt of notice from the Local Electric Utility of the distribution upgrade costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

1. For every [$] per watt DC of such distribution upgrade costs, the kWh rate in Table 1 will increase [$] per kWh, with a maximum kWh rate increase of [$] per kWh.

2. Purchaser will pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in Table 1 will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	**Column 1 Early Termination Fee where Purchaser does not take Title to the System ($/Wdc including costs of removal)**	**Purchase Date Occurs on the 91st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)**	**Column 2 Early Termination Fee where Purchaser takes Title to the System ($/Wdc, does not include costs of removal)**
1*			--
2			--
3			--
4			--
5			--
6		5th Anniversary	
7		6th Anniversary	
8		7th Anniversary	
9		8th Anniversary	
10		9th Anniversary	
11		10th Anniversary	
12		11th Anniversary	
13		12th Anniversary	
14		13th Anniversary	
15		14th Anniversary	
16		15th Anniversary	
17		16th Anniversary	
18		17th Anniversary	
19		18th Anniversary	
20		19th Anniversary	

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

IV. Schedule 4 – Estimated Annual Production

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

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

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1. ForeFront Power may deliver to Purchaser an updated table upon the Commercial Operation Date based on the actual System size.

V. Schedule 5 – Notice Information

Purchaser:

[ ]

ForeFront Power:

[ForeFront Power], LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 1400
San Francisco, CA 94104

With a copy to

[ForeFront Power], LLC
Legal Department
100 Montgomery St., Suite 1400
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:
[To be provided by ForeFront Power when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(f) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System,

including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to ForeFront Power as of the Effective Date:

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

ENERGY SERVICES AGREEMENT – ENERGY STORAGE

This Energy Services Agreement ("Agreement") is made and entered into as of this ____ day of _____, 201__ (or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date"), between *[ForeFront Power]*, LLC, a Delaware limited liability company] ("ForeFront Power"), and *[INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION]* ("Purchaser"; and, together with ForeFront Power, each, a "Party" and together, the "Parties").

RECITALS

A. Purchaser desires that ForeFront Power install and operate an energy storage system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;

B. ForeFront Power and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between Forefront Power, LLC and Purchaser dated as of _____, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.

2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for ten (10) years from the first day of the Billing Period immediately following the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement.
{FP Note: If System is paired with a solar System, ensure alignment of commencement of Term in Solar Special Conditions.}

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

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Service Payment
Schedule 3	Early Termination Fee
Schedule 4	Delivery of Energy Services and Performance Guarantee
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Construction Start Date is *[date]*.

5.2 The Guaranteed Commercial Operation Date is *[date]*.

6. Additional System Uses. Purchaser acknowledges and agrees that during the Term, ForeFront Power may, with Purchaser's consent, use the System to provide additional services to third parties including without limitation an electric utility and/or the electrical grid operator, provided that no such additional use shall in any way alter, reduce or eliminate ForeFront Power's obligations under this Agreement.

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

[FOREFRONT POWER], LLC	**[*INSERT LEGAL NAME*]**
By:_____	By:_____
Name:	Name:
Title:	Title:
Date:	Date

SCHEDULES

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

A. Premises	**[**Physical Address: _____] [APN Number: _____**]**
Site diagram attached:	☐ Yes ☐No
B. Description of Energy Storage System	"System" means the battery or other technology system and related components to be installed by ForeFront Power at the Premises.
Energy Storage System Size:	[ ] kW (AC / [ ] kWh DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.
C. Anticipated Subsidy or Rebate	[$] *{FP Note: e.g., anticipated SGIP incentive.}*

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to ForeFront Power a monthly payment (the "Energy Services Payment") for the Energy Services provided by the System during each calendar month of the Term equal to _____ dollars ($[_____]) per month.

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does not take Title to the System ($/Wac including costs of removal)
1*	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Purchase Date Occurs on the 1st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System ($/Wac, does not include costs of removal)
	--
	--
	--
	--
	--
	--
	--
7th Anniversary	
	--
	--
10th Anniversary	$0

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

IV. Schedule 4 – Delivery of Energy Services

4.1 Energy Services; Guarantee

(a) ForeFront Power shall operate the System to reduce Purchaser's peak electric energy demand from the Local Public Utility (such reduction, the "Energy Services"). ForeFront Power shall provide Actual Annual Demand Reductions of at least [ ] kW AC over any Term Year (such amount, the "Minimum Guaranteed Demand Reduction").

(b) If ForeFront Power does not provide at least the Minimum Guaranteed Demand Reduction, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on an invoice or invoices within ninety (90) days after the end of such period, up to the Lost Savings Cap. Upon ForeFront Power's payment of any Lost Savings, ForeFront Power shall be deemed to have met the Minimum Guaranteed Demand Reduction for each Term Year.

(c) The Parties acknowledge and agree that Purchaser's purchase under the Agreement does not include any right or title to seek any capacity payments that may be attributable to the System, and that all such rights are reserved and retained by ForeFront Power, subject to Applicable Law.

4.2 The Minimum Guaranteed Demand Reduction shall, for each Term Year, be reduced to the extent ForeFront Power's ability or cost to provide the Energy Services are adversely affected by any of the following:

(a) Any act or omission by Purchaser affects the System in any way that impairs its ability to safely store and discharge energy or ForeFront Power's ability to monitor or control the System.

(b) Theft, destruction or damage affects the System in any way that impairs its ability to safely store and discharge energy or ForeFront Power's ability to monitor or control the System, except to the extent caused by the manufacturer of the System or ForeFront Power.

(c) A Disruption Period occurs.

(d) A Purchaser Default, including ForeFront Power suspending the Energy Services as a result of a Purchaser Default.

(e) Purchaser fails to provide access to the Premises or the System as required by Section 7.2(d) of the General Conditions.

(f) A Force Majeure Event.

(g) Purchaser elects to have the Local Electric Utility apply a different tariff to the Premises that has an adverse impact on Provider's ability to reduce Purchaser's peak demand from the Local Electric Utility.

(h) *[Any Material Deviation in the Purchaser's Load Profile at the Premises from the Base Year Load not resulting from the Energy Services or ForeFront Power's acts or omissions.]

On each invoice submitted by ForeFront Power to Purchaser, ForeFront Power shall, if applicable, include a statement of the amount by which the Minimum Guaranteed Demand Reduction will be reduced pursuant to this Section 4.2. If Purchaser does not dispute the amount of such reduction within thirty (30) days after its receipt of such invoice, Purchaser will be deemed to have accepted such reduction.

4.3 If there is a change in the Local Electric Utility Tariff applicable to the Premises that has a material impact on ForeFront Power's ability to provide the Energy Services or evaluate compliance with the performance guarantee in this Schedule IV, then upon written notice from ForeFront Power to Purchaser, the Parties shall negotiate in good faith to make the minimum changes to this Agreement necessary to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date; *provided*, any change in the rates or other costs applicable to the Premises under the Local Electric Utility Tariff will not

constitute a change that will cause this Section 4.3 to be applicable. Notwithstanding the foregoing, ForeFront Power shall continue to provide the Energy Management Services, and Purchaser shall continue to make the Energy Services Payments, while the Parties negotiate the changes to the Agreement contemplated in this Section 4.3.

4.4 Additional Defined Terms.

{FP Note: Many defined terms assume monthly billing by the Local Electric Utility. Verify that this is the case for the Premises.}

"Actual Annual Demand Reduction" or "AADR" means the sum of all Actual Demand Reductions during each Term Year, calculated as follows:

$$AADR_{\text{Term Year}} = ADR_{\text{Billing Period 1}} + ADR_{\text{Billing Period 2}} \ldots + ADR_{\text{Billing Period 24}}$$

"Actual Demand Reduction" or "ADR" means the sum of the Peak Demand Reductions occurring during Demand Periods for which a Demand Charge is charged, within a Billing Period, calculated as follows:

$$ADR_{\text{Billing Period}} = PDR_{\text{Demand Period 1}} + PDR_{\text{Demand Period 2}} \ldots + PDR_{\text{Demand Period Final}}$$

"Base Year Load" means the electrical load of the Premises during the 12 months immediately preceding the Effective Date, as recorded by the Local Electric Utility meter(s).

"Billing Period(s)" means each of the consecutive time periods applicable to Purchaser during which the Utility assesses and bills demand charges for the Premises.

"Demand Charge" means a charge by the Local Electric Utility generally assessed for a given period based upon Purchaser's maximum demand (on a per kW basis) occurring during such period, generally charged as a fixed rate calculated with reference to such maximum demand.

"Demand Period" means each period within a Billing Period for which a Demand Charge is or could be assessed by the Local Electric Utility. The Premises may have one or more Demand Periods per Billing Period, including, if applicable, Demand Periods referred to as "Peak", "Part-Peak", "Off-Peak", "Non-Coincident", or "On-Peak".

"Guarantee Rate" or "GR" is _____ dollars ($[_____]) per kW AC.

"Local Electric Utility Tariff" means the retail tariff pursuant to which the Local Electric Utility provides electric distribution and interconnection services to Purchaser at the Premises. As of the Effective Date, the Local Electric Utility Tariff applicable to the Premises is [_____].

"Lost Savings" means the dollar amount ForeFront Power will credit to Purchaser in accordance with the terms of this Agreement for any Term Year for which MGDR exceeds AADR, calculated as follows:

"Lost Savings" = (MGDR – AADR) x GR

"Lost Savings Cap" means, for each individual Term Year, an amount equal to ____ dollars ($____).

["Material Deviation in the Premises' Load Profile" is determined as follows: Provider will calculate the Premise's Peak Spreads on the Premise's Billing Periods for the Base Year Load. Commencing on the Effective Date, Provider will calculate the Peak Spread on the Premise's Billing Period for each twelve (12) month period during the term of this Agreement (each twelve (12) month period "Comparison Period"). Provider will compare the Peak Spread for each Billing Period in a Comparison Period to the Peak Spread of its corresponding Billing Period in the Base Load Year to calculate the decrease in Peak Spread for each of the twelve (12) Billing Periods, expressed as a percentage of the Peak Spread in the Base Load Year ("Peak Spread Decrease"). A Material Deviation in the Premises' Load Profile has occurred if the average Peak Spread Decrease for any twelve (12) month Comparison Period is greater than ten percent (10%).]*

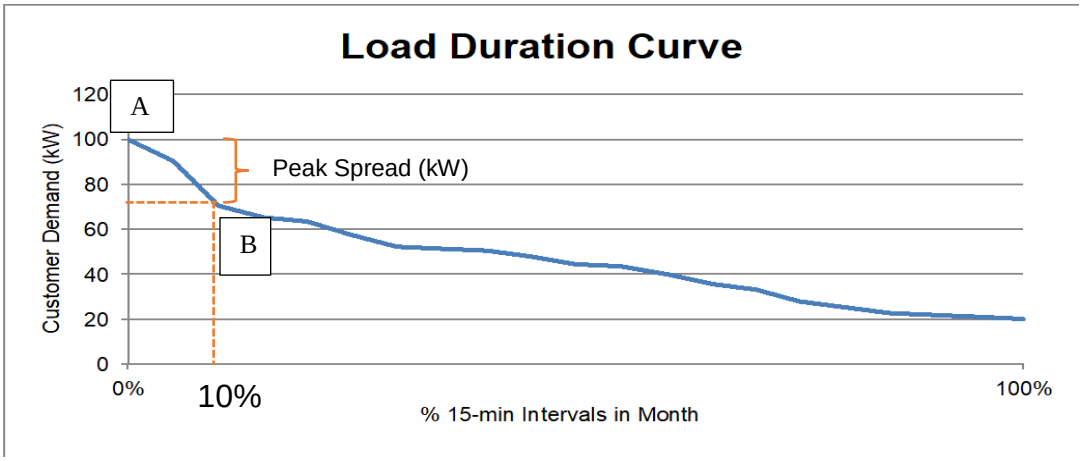
"Minimum Guaranteed Demand Reduction" or "MGDR" has the meaning set forth in Section 4.1(a) of this Schedule 4 as reduced from time to time by the Material Deviation in Purchaser's Load Profile

"Peak Demand Level" or "PDL" means the maximum electricity service demand level (in kW AC) in a Demand Period for the Premises, as billed by the Local Electric Utility.

"Peak Demand Reduction" or "PDR" means the amount of the reduction in maximum electricity service demand level (in kW AC) in a Demand Period for the Premises, calculated as True Peak Load minus Peak Demand Level.

*["Peak Spread" means the kW (or Purchaser Demand) change between a Premise's maximum load as compared to ten percent (10%) of 15-minute interval demand readings (visualized on the horizontal axis below). Peak Spreads are measured during each of the twelve (12) annual Billing Periods and are utilized in calculating a Material Deviation in the Purchaser's Load Profile. Over one Billing Period, let

- A = Premise's maximum load
- B = The point on the Premise's Load Duration Curve, in kW, that corresponds to 10% of the 15-minute interval demand readings (visualized on the horizontal axis below).
- For this utility bill period, the Peak Spread = A – B.]



"True Peak Load" means the maximum electricity service demand level in a Demand Period for the Premises, which demand may be supplied by the Storage System, the Local Electric Utility, on-site electricity generation (if any), or other distributed energy resource. The True Peak Load is calculated as the highest combined total of the electricity sources concurrently providing electric energy to the Premises during a *[settlement interval used by the Local Electric Utility to calculate Peak Demand Level]*.

**{FP Note: These provisions are subject to confirmation of System manufacturer calculation methodology at the time the Special Conditions are negotiated with Purchaser.}*

V. Schedule 5 – Notice Information

Purchaser:	**ForeFront Power:**
[ ]	*[ForeFront Power]*, LLC Attn: Director, Energy Services

100 Montgomery St., Suite 1400
San Francisco, CA 94104

With a copy to

[ForeFront Power], LLC
Legal Department
100 Montgomery St., Suite 1400
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:
[To be provided by ForeFront Power when known]

VI. Schedule 6 – Site Specific Information and Requirements

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

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

AMENDED AND RESTATED
SPURR RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM
MASTER CONTRACT

This AMENDED AND RESTATED SPURR REAP Master Contract (this "RMC"), is made effective as of September 15, 2019 (the "Effective Date"), by and between the School Project for Utility Rate Reduction, a California joint powers authority ("SPURR") and ForeFront Power, LLC, a Delaware Limited Liability Company ("Vendor"). This RMC amends and restates that certain SPURR REAP Master Contract dated October 26, 2017, as amended on April 25, 2019 (as amended, the "Original Agreement").

BACKGROUND

A. SPURR is a "Joint Powers Authority" formed by California public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR, with over 240 member organizations, aggregates purchasing power and expertise for thousands of public agency facilities across California. SPURR programs include natural gas, electricity, LED lighting, utilities data management and conservation, telecommunications and networking, solar energy and energy storage, and demand response.

B. Pursuant to SPURR's Joint Powers Agreement and to SPURR Board of Directors Resolution No. 14-01, SPURR is duly authorized to create and operate one or more aggregated solar procurement programs, herein referred to collectively as the Renewable Energy Aggregated Procurement Program (the "REAP Program").

C. SPURR's REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. "Eligible Entities" mean:

- California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not.
- Other public agencies or non-profit educational entities in California whose procurement rules (whether internal rules or statutory requirements), allow them to purchase goods or services through a procurement vehicle such as SPURR.

D. On July 19, 2017, SPURR issued a REAP Program Request for Proposals (the "RFP"), seeking prospective vendor terms and conditions for solar and energy storage projects ("Projects"). The RFP specified that the pricing and terms of any award made pursuant to the RFP would be made available to Eligible Entities.

E. The REAP Program and RFP is intended to benefit Eligible Entities by providing:

- A streamlined, transparent, and competitive procurement process for Projects.
- The best available Project pricing, obtained by taking advantage of SPURR's purchasing power and experience in competitive energy procurement.
- Minimized administrative strain associated with Project procurement, including reduced time and expense dedicated to the procurement process.
- Competitively procured, easily understood terms and conditions of service.
- Access to firm Project pricing and terms, so that estimated Project returns on investment and other benefits and risks can be quickly and accurately assessed.

F. Fresno Unified School District ("Fresno USD"), recognizing the benefits of participating in SPURR's REAP Program, acted as a cooperating agency in the RFP process. Fresno USD worked with SPURR to develop the RFP scope of work, assisted with vendor site walks, participated in the scoring of proposals and the selection of Vendor, and signed a "Letter of Intent to Participate as Cooperating Agency" signifying their intent to utilize Vendor if they proceed with Projects in 2017 or 2018.

G. Seven Eligible Entities provided commitments of support for the REAP Program RFP ("Letters of Support"), including Atascadero USD, Contra Costa Community College District, Franklin-McKinley School District, Paramount USD, San Francisco USD, San Mateo-Foster City School District, and State Center Community College District.

H. SPURR invited qualified vendors to submit qualifications, pricing, terms, and designs for illustrative sample Projects and for eight Fresno USD Projects. SPURR advertised the RFP by publication and by distributing the RFP by email to more than seventy (70) prospective solar vendors, energy storage vendors, consultants, and suppliers.

I. For each Project included in the RFP, SPURR provided a detailed list of Project includes, excludes, specifications, and assumptions. In response to questions submitted by interested vendors, SPURR issued one or more Addenda to the RFP.

J. SPURR received eight (8) responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using best value criteria including but not limited to an evaluation of the quality of the submitted proposals, proposed pricing, system value, system design and features, relevant experience with similar projects, team member qualifications, financial viability, vendor's ability to provide quality service to SPURR's large membership, and feedback from references.

K. SPURR used the following system in scoring RFP proposals:

- Company Profile and Financial Strength: 15%
- Company Background, Experience, and References: 20%
- Project Design and Project Approach: 20%
- Pricing and Proposed Terms: 45%
- TOTAL: 100%

L. SPURR selected Vendor for an award under the RFP. Additional information regarding Vendor is set forth in Appendix A to this RMC. The pricing and terms proposed by Vendor, as described in this RMC, will represent a transparent offer that Eligible Entities can adopt to meet their unique Project needs.

M. The parties are entering into this RMC to evidence the terms and conditions of the award to Vendor.

AGREEMENT

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

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this RMC to Vendor under the RFP at the prices and terms (the "Vendor Offer") listed in Appendix B, which have been amended, restated, and improved. Vendor accepts such award, confirms Vendor's acceptance of all terms and conditions of the RFP, and confirms its obligations to honor the representations or commitments made by Vendor in its response to the

RFP and subsequent amended, restated, and improved provisions ("Vendor's RFP Response"). The terms and conditions of the RFP, and the representations and commitments of Vendor's RFP Response are hereby incorporated by reference into this RMC.

The Vendor Offer, which was originally available for acceptance by Eligible Entities through December 31, 2019, is now available through December 31, 2020 (the "Vendor Offer Deadline"); provided, that SPURR and Vendor may mutually agree to extend the Vendor Offer Deadline for an additional period of up to two years.

The pricing and terms described in Vendor Offer are considered firm and may be adjusted only to the extent that Vendor can satisfactorily demonstrate to an Eligible Entity and to SPURR that a prospective Project differs significantly from the detailed list of Project inclusions, exclusions, assumptions, and specifications detailed in the RFP and listed in Appendix C.

The pricing and terms of the Vendor Offer have been improved and enhanced as of September 15, 2019 including reduced PPA Pricing and design/build pricing. The reduced pricing is applicable to any and all REAP Project Agreements executed by a Participant on or after September 15, 2019. The PPA pricing listed in Appendix B are based on an assumed decline in the federal Investment Tax Credit for solar power installations (the ITC) from its current level of 30% to 26%, effective January 1, 2020, pursuant to current law. If current law is revised to lessen the decrease in ITC applicable in calendar year 2020, then the parties will promptly negotiate in good faith regarding further PPA pricing reductions.

2. PROGRAM PARTICIPATION

A "Participant" in the REAP Program is any Eligible Entity that uses or references the REAP Program as the basis for their selection of Vendor to implement one or more Projects.

A "REAP Project Agreement" means any power purchase agreement ("PPA"), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a Participant's Project to be implemented by Vendor, including any amendment, revision, extension, or renewal of such agreements.

REAP Project Agreements may relate to Projects located at sites controlled by the Participant, or located at other sites (as in an "over the fence" agreement or a "community solar" arrangement), so long as Participant selects Vendor to implement the Project on their behalf.

Eligible Entities may authorize Vendor to perform feasibility studies, conduct site inspections, and provide binding offers for prospective Projects. Eligible Entities are not obligated to procure Projects with Vendor and are not responsible for any costs incurred by Vendor for conducting its feasibility study, site inspections, offer preparation or any other activity prior to execution of a REAP Project Agreement.

When presenting a Project proposal to an Eligible Entity, Vendor must describe and support in writing any deviations from the pricing and terms memorialized in this RMC. At the request of an Eligible Entity, SPURR will review Vendor's offer for reasonable conformity with this RMC and will report the results of such review to the Eligible Entity. SPURR's review will not constitute a legal review or a feasibility study.

If Provider proposes pricing to a Participant or prospective Participant that varies from the pricing memorialized in the RMC, then Provider shall deliver documentation justifying the price adjustment to SPURR by email at solar@spurr.org not more than five (5) business days after Provider's final proposal to Participant or prospective Participant. Such documentation must include detail regarding any deviations from the assumptions, inclusions, and exclusions specified in the Vendor

Offer attached to the RMC, as well as the values to be used in the Distribution Upgrades, Scope Changes (ITC Eligible), and Scope Changes (Non-ITC Eligible) adjustment formulas.

Cost adjustment factor values used in any adjustment formulas will align with the following values, adjusted based on anticipated system yield. Assuming a system yield of 1650 kWh/kW-DC, (a) for ITC Eligible scope changes, for every $0.01 per watt DC of such associated costs, the kWh rate in the PPA Rate Table will increase $0.00045 per kWh, and (b) for Non-ITC Eligible scope changes, for every $0.01 per watt DC of such associated costs, the kWh rate in the PPA Rate Table will increase $0.0006 per kWh.

3. PROGRAM PROMOTION

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

Vendor will take the lead in generating interest in the REAP Program, with SPURR in a supporting role, and will use the RMC as Vendor's preferred form of contracting with Eligible Entities. Vendor's sales force will be trained and engaged in the promotion of the REAP Program and the RMC for the duration of the contract term. Vendor will not encourage or induce an Eligible Entity to procure a Project outside of the REAP RFP Program.

SPURR will use commercially reasonable efforts to support Vendor Marketing. SPURR will promote the REAP Program through the creation of marketing materials, digital marketing campaigns, and active outreach to its constituents. SPURR will promptly provide electronic copies of REAP Program documentation to any Eligible Entity upon request.

SPURR will schedule periodic reviews to evaluate the Selected Vendor's performance of the commitments outlined in this RFP. If Selected Vendor reports "No Sales" for three (3) consecutive quarters, the Selected Vendor may be put on probationary status for one (1) additional quarter. If "No Sales" are reported during the probationary period, the Vendor Awarded contract will be subject to immediate termination by SPURR.

Each party to this RMC represents to the other party that it will conform to the highest industry professional standards in all marketing and implementation activities related to this RMC and the REAP Program.

4. USE AND LIMITATIONS OF REAP PROGRAM

Each Eligible Entity will (a) determine for itself whether participation in the REAP Program and use of this RMC complies with their procurement rules, (b) determine for itself whether Vendor's offer suits their needs for a Project, (c) authorize, pursuant to California Government Code sections 4217.10-4217.18 or such other law or regulation as they determine is appropriate, the execution and delivery to Vendor of a REAP Project Agreement and any other documentation necessary or appropriate to complete a Project.

Nothing in the RFP or this RMC may be construed as SPURR's provision of legal, engineering, financial, or technical advice to Vendor, Eligible Entities, or Participants. Nothing in the RFP or this RMC may be construed as SPURR's recommendation to Vendor, Eligible Entities, or Participants regarding a specific Project's size, scope, delivery date, or suitability for the needs of an Eligible Entity or Participant.

SPURR will not provide warranties regarding Projects or performance by Vendor, will not represent Vendor in the resolution of disputes with Eligible Entities or Participants, and will not guarantee payment by Participants.

5. ADMINISTRATIVE FEES

Vendor acknowledges that they will benefit from the REAP Program by avoiding the time and expense required to go through competitive bidding processes with individual Eligible Entities, and by publicizing their status as the winner of a SPURR competitive procurement. These benefits will increase Vendor's potential business opportunities and provide significant advantages in the marketplace. In consideration of these benefits, Vendor will pay administrative fees ("Administrative Fees") to SPURR as described in the RFP and set forth in this RMC.

Vendor acknowledges and that Administrative Fees do not constitute additional fees over and above the pricing memorialized in this RMC. Vendor acknowledges that they are solely responsible for payment of Administrative Fees.

Administrative Fees will be due to SPURR (a) for each REAP Project Agreement signed between a Participant and Vendor, or any affiliate of Vendor, and, in addition (b) for each Notice to Proceed or other document authorizing commencement of construction (an "NTP") under a REAP Project Agreement. For the avoidance of doubt, the Administrative Fee associated with issuance of NTP shall only be payable if NTP is actually issued for such Project. NTP means that Vendor has commenced construction on the Project. Within three (3) business days of construction commencement, Vendor will issue NTP documentation to SPURR verifying that construction has commenced and provide final Project size.

Administrative Fees will be calculated based on the following table:

	Execution of REAP Project Agreement by Participant	Issuance of NTP
Type of Project: Solar PV	$0.0425 / Watt-DC	$0.0425 / Watt-DC
Type of Project: Energy Storage	$0.02125 / Watt-hour-DC	$0.02125 / Watt-hour-DC

Project size will be based on the Project capacity described in the executed REAP Project Agreement or NTP.

Payment of Administrative Fees will be due within twenty (20) days of invoice by SPURR. Past due Administrative Fees will be subject to late fees and costs of collection. Late fees shall accrue at the rate of one and one half percent (1.5%) per month on all past due Administrative Fee balances until payment is received by SPURR. In addition, SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney's fees, for any past due Administrative Fees or for late fees.

6. VENDOR OBLIGATION TO PROVIDE DOCUMENTATION

Documentation and notifications sent pursuant to this section shall be emailed to solar@spurr.org.

Vendor will notify SPURR by email within five (5) business days after Vendor learns that any Eligible Entity intends to become a Participant.

Not later than five (5) business days after an Eligible Entity executes a REAP Project Agreement, Vendor shall email SPURR an executed copy of the REAP Project Agreement, in pdf format.

Not later than five (5) business days after an NTP is issued for any Project, Vendor shall email SPURR a copy of the NTP, in pdf format. NTPs must include the issuance or construction commencement date, Project capacity size in W-DC or Watt-hour-DC, location, and Participant name.

Vendor will promptly provide SPURR with other documentation directly related to implementation of a REAP Project Agreement as may be reasonably requested by SPURR, including utility interconnection studies and applications, utility incentive program studies and applications, and Project implementation schedules.

7. INDEMNIFICATION

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

8. ATTORNEYS' FEES

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

9. SEVERABILITY

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

10. FORCE MAJEURE EVENTS

A "Force Majeure Event" means any act or event that prevents the affected party to this RMC (the "Affected Party") from timely performing its obligations under this RMC, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the Affected Party and the Affected Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums); provided, that a Force Majeure Event shall not be based on the economic hardship of an Affected Party, or upon the termination or expiration of any contractual rights in favor of the Affected Party.

Except as otherwise provided in this RMC, the Affected Party shall not be considered in breach of the RMC or liable for its delay or failure to comply with the RMC for a period not to exceed ninety (90) days, and only to the extent that such delay or failure is directly attributable to a Force Majeure Event; provided, that the Affected Party shall, as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other party in writing of the cessation or termination of said

Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

Notwithstanding any other provision of this RMC, a Force Majeure Event shall not excuse any delay or failure of the Affected Party to timely pay the other party amounts due under this RMC.

11. ASSIGNMENT

Vendor shall not assign all or part of its interest in this RMC without SPURR's prior written consent, which consent shall not be unreasonably withheld. Any assignment by Vendor of an interest in this RMC shall not release Vendor of its obligations under this RMC, except with SPURR's express written consent, which SPURR may choose to provide in its sole discretion.

12. DEFAULTS

A "Vendor Default" means any of the following events:

(a) Vendor defaults on any obligation under this RMC and such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event,

(b) any REAP Project Agreement default by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, which is not cured within the time for cure provided in that REAP Project Agreement,

(c) the commencement by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, of a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws (the "Bankruptcy Code"),

(d) the commencement of an involuntary case against Vendor, or against any affiliate of Vendor obligated under a REAP Project Agreement, under the Bankruptcy Code if either (i) the case is not dismissed within sixty (60) days after commencement or (ii) the court before which the case is pending issues an order for relief or similar order approving the case,

(e) a court of competent jurisdiction appoints, or the Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in the Bankruptcy Code) for the Vendor, or for any affiliate of Vendor obligated under a REAP Project Agreement, or

(f) Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, fails generally to pay their debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

In the event of a Vendor Default, SPURR may pursue any and all available remedies against Vendor, including immediate revocation of the award to Vendor under the RFP and termination of this RMC.

If SPURR defaults on any obligation under this RMC (a "SPURR Default") and such default is not cured within thirty (30) days after notice of the default from Vendor to SPURR, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event, then Vendor may pursue any and all available remedies against SPURR, including termination of this RMC.

13. TERM AND TERMINATION

This RMC will terminate on the Vendor Offer Deadline, including any extension of the Vendor Offer Deadline, unless earlier terminated due to Vendor Default or a SPURR Default. Termination of this RMC will not excuse timely performance by any party of obligations to the other party incurred prior to such termination. The following sections of this RMC will survive any termination of this RMC:

Vendor Obligation to Provide Documentation, Administrative Fees, Indemnification, Attorneys' Fees, Governing Law, Relationship Of The Parties, and Notices.

14. GOVERNING LAW

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

15. RELATIONSHIP OF THE PARTIES

The relationship between the parties to this RMC shall not be that of partners, agents, or joint ventures for one another. The parties to this RMC, in performing any of their obligations under this RMC, shall be independent parties and shall discharge their obligations at their own risk.

16. NOTICES

All notices under this RMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) two (2) business days after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid.

All notices must be properly addressed to the addresses set forth on the signature page to this RMC, or at such other addresses as either party may subsequently designate by notice.

17. COUNTERPARTS AND DELIVERY

This RMC may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This RMC may be duly executed and delivered by a party's execution and facsimile or electronic delivery (in pdf format) of the signature page of a counterpart to the other party.

18. AMENDMENT AND RESTATEMENT

As of the Effective Date, this RMC amends and restates and supersedes in its entirety the Original Agreement. The terms and conditions of the Original Agreement shall continue to apply to any REAP Project Agreement executed prior to the Effective Date.

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

SCHOOL PROJECT FOR UTILITY RATE REDUCTION, a California joint powers authority	ForeFront Power LLC, a Delaware limited liability company
By: _____	By: _____
Michael Rochman	Print Name: Paul Walker
Managing Director	Print Title: Co-Chief Executive Officer
Address for Notice:	Address for Notice:
Attn: Managing Director	Attn: Brian Taylor
1850 Gateway Blvd, Suite 235	Address: 100 Montgomery Street, Suite 725
Concord, CA 94520	City, State, Zip: San Francisco, CA 94104
Phone: (925)743-1292	Phone: 650-743-7880
Email: Service@spurr.org	Email: BTaylor@forefrontpower.com

APPENDIX A – VENDOR INFORMATION

Vendor: ForeFront Power LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 07/19/2017

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

Sales Contact #1

Name: Brian Taylor

Title: Sales Director

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 650-743-7880

Alt Phone:

Email: btaylor@forefrontpower.com

Sales Contact #2

Name: Go Mizoguchi

Title: Co-Chief Execute Officer

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 310-922-8424

Alt Phone:

Email: GO@forefrontpower.com

Technical Contact

Name: Nate Roberts

Title: Senior Director, Development

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 916.402.7277

Alt Phone:

Email: nroberts@forefrontpower.com

Other Contact (Optional)

Name: Rachel McLaughlin

Title: Vice President, Sales

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 636-675-2513

Alt Phone:

Email: rmclaughlin@forefrontpower.com

APPENDIX B – VENDOR OFFER

Vendor: ForeFront Power, LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 07/19/2017

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

Background: Vendor Offer is based on a list of Project includes, excludes, assumptions, specifications, and sample site maps provided to Vendor in the RFP and as provided in Appendix C. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center.

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar and solar plus storage projects for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites SPURR recognizes that final Project pricing for each Participant may vary slightly based on actual scope of work, unique site conditions, specific location, market conditions, availability of incentive funding, required utility upgrades, or other factors that may impact final contract pricing.

Project price adjustments above the pricing memorialized in this RMC must be justified by Vendor on a case by case basis by documenting price adjustments and rationale to SPURR for SPURR's confirmation and approval. The format of such document will be approved by SPURR.

REAP 2.0 Program - Sample System Description and Pricing Summary
for Project Agreements Executed 9/15/2019 through 12/31/2019

	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Waste-water Treatment Plant	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	High School B	High School E	High School F	High School H	High School M	High School R	High School S	District Service Center
System Description	Ground Mount Single Axis Tracker	Rooftop and Carport	Ground Mount Single Axis Tracker	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport
PV System Size (kW-DC)	1101.6	792.4	1175.0	166.1	191.7	351.5	370.6	1022.4	1169.4	830.7	1361.1	894.6	594.3	1808.4	645.4
Single Bay Capacity (kW-DC)	N/A	115.0	N/A	166.1	0.0	0.0	76.7	102.2	313.1	0.0	0.0	127.8	51.1	351.5	0.0
Double Bay Capacity (kW-DC)	N/A	466.5	N/A	0.0	191.7	351.5	293.9	920.2	856.3	830.7	1361.1	766.8	543.2	1456.9	645.4
Roof or Ground Mount Capacity (kW-DC)	1101.6	210.9	1175.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PV First Year Production (kWh/year)	2,243,959	1,303,477	2,373,581	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
System Yield (kWh/kW-DC-year)	2,037	1,645	2,020	1,570	1,594	1,610	1,657	1,728	1,622	1,638	1,555	1,554	1,615	1,634	1,669
PV PPA Rate - 20 Year 0% Escalation ($/kWh)	$0.064	$0.096	$0.064	$0.133	$0.131	$0.123	$0.121	$0.104	$0.112	$0.113	$0.114	$0.117	$0.110	$0.105	$0.103
PV Cash Purchase Price	$2,346,360	$2,016,986	$2,541,765	$613,246	$675,665	$1,036,252	$1,134,273	$2,757,103	$3,281,355	$2,369,983	$3,719,515	$2,508,228	$1,605,489	$4,799,259	$1,671,796
PV Cash Purchase Price ($/kW-DC)	$2,130	$2,546	$2,163	$3,691	$3,525	$2,949	$3,060	$2,697	$2,806	$2,853	$2,733	$2,804	$2,702	$2,654	$2,590
Energy Storage System Size (kW-AC)	0	315	420	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	510	680	0	0	340	340	1020	680	850	510	680	850	510	340
Energy Storage System Lease ($/year)	N/A	$22,467	$23,314	N/A	N/A	$8,082	$9,001	$41,218	$34,645	$33,794	$15,492	$26,700	$31,447	$23,051	$10,522
Energy Storage System Lease ($/kW-year)	N/A	$71.32	$55.51	N/A	N/A	$38.49	$42.86	$65.43	$82.49	$64.37	$49.18	$63.57	$59.90	$73.18	$50.10
Energy Storage System Purchase Cost ($)	N/A	$359,108	$454,962	N/A	N/A	$263,677	$263,677	$641,224	$454,962	$550,048	$359,108	$454,962	$550,048	$359,108	$263,677
Energy Storage System Purchase Cost ($/kW)	N/A	$1,140	$1,083	N/A	N/A	$1,256	$1,256	$1,018	$1,083	$1,048	$1,140	$1,083	$1,048	$1,140	$1,256

Note: Per SPURR Master Contract Effective 9/15/2019

REAP 2.0 Program - Sample System Description and Pricing Summary for Project Agreements Executed After 12/31/19

	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Waste-water Treatment Plant	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	High School B	High School E	High School F	High School H	High School M	High School R	High School S	District Service Center
System Description	Ground Mount Single Axis Tracker	Rooftop and Carport	Ground Mount Single Axis Tracker	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport
PV System Size (kW-DC)	1101.6	792.4	1175.0	166.1	191.7	351.5	370.6	1022.4	1169.4	830.7	1361.1	894.6	594.3	1808.4	645.4
Single Bay Capacity (kW-DC)	N/A	115.0	N/A	166.1	0.0	0.0	76.7	102.2	313.1	0.0	0.0	127.8	51.1	351.5	0.0
Double Bay Capacity (kW-DC)	N/A	466.5	N/A	0.0	191.7	351.5	293.9	920.2	856.3	830.7	1361.1	766.8	543.2	1456.9	645.4
Roof or Ground Mount Capacity (kW-DC)	1101.6	210.9	1175.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PV First Year Production (kWh/year)	2,243,959	1,303,477	2,373,581	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
System Yield (kWh/kW-DC-year)	2,037	1,645	2,020	1,570	1,594	1,610	1,657	1,728	1,622	1,638	1,555	1,554	1,615	1,634	1,669
PV PPA Rate - 20 Year 0% Escalation ($/kWh)	$0.065	$0.097	$0.065	$0.134	$0.132	$0.124	$0.122	$0.105	$0.113	$0.114	$0.115	$0.118	$0.111	$0.106	$0.104
PV Cash Purchase Price	$2,346,360	$2,016,986	$2,541,765	$613,246	$675,665	$1,036,252	$1,134,273	$2,757,103	$3,281,355	$2,369,983	$3,719,515	$2,508,228	$1,605,489	$4,799,259	$1,671,796
PV Cash Purchase Price ($/kW-DC)	$2,130	$2,546	$2,163	$3,691	$3,525	$2,949	$3,060	$2,697	$2,806	$2,853	$2,733	$2,804	$2,702	$2,654	$2,590
Energy Storage System Size (kW-AC)	0	315	420	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	510	680	0	0	340	340	1020	680	850	510	680	850	510	340
Energy Storage System Lease ($/year)	N/A	$22,467	$23,314	N/A	N/A	$8,082	$9,001	$41,218	$34,645	$33,794	$15,492	$26,700	$31,447	$23,051	$10,522
Energy Storage System Lease ($/kW-year)	N/A	$71.32	$55.51	N/A	N/A	$38.49	$42.86	$65.43	$82.49	$64.37	$49.18	$63.57	$59.90	$73.18	$50.10
Energy Storage System Purchase Cost ($)	N/A	$359,108	$454,962	N/A	N/A	$263,677	$263,677	$641,224	$454,962	$550,048	$359,108	$454,962	$550,048	$359,108	$263,677
Energy Storage System Purchase Cost ($/kW)	N/A	$1,140	$1,083	N/A	N/A	$1,256	$1,256	$1,018	$1,083	$1,048	$1,140	$1,083	$1,048	$1,140	$1,256

Note: Per SPURR Master Contract Effective 9/15/2019

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

Vendor Offer is based on a list of Project inclusions, exclusions, assumptions, specifications, utility data, and site maps provided to Vendor in the RFP. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar projects and solar plus storage projects (where applicable) for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites

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

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

Vendor Offer includes at minimum the following components and services:

1. Project engineering
    a. Civil/Structural engineering
    b. Electrical engineering
    c. Mechanical Engineering
    d. Soils reports/engineering
2. Project permitting
    a. DSA or otherwise applicable AHJ permitting fees
    b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal cost)
        - All appropriate safety signage, as required by the Utility
        - Adequately sized and visible disconnect switches at or near each point of common coupling
3. Safety plan
4. Materials
    a. Modules
    b. Inverters
    c. Racking/structures
        - Lighting for shade structures/carports
    d. Balance of System (BOS)
        - Disconnects/Breakers/Fuses
        - Conduits and conductors
        - Pull boxes and ground vaults
        - Enclosures or cabinets to house non-NEMA rated components
    e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.

5. Equipment/material procurement
    a. Delivery, storage, and staging logistics
    b. Delivery and handling costs
    c. Procurement bond or insurance (at the Vendor's discretion)
    d. Site security
6. Facility construction
    a. Civil (trenching and backfill, equipment pad preparation, etc.)
    b. Structural/mechanical
    c. Electrical
7. Interconnection process
    a. Generation Interconnection Application
    b. Initial and supplemental review process management
    c. System coordination studies (if deemed necessary)
    d. System protection engineering (Rule 21, UL 1741, etc.)
    e. Pre-parallel inspection
    f. Permission to operate (PTO)
8. Facility testing
9. Facility commissioning
    a. Strings voltage check
    b. Inverters
        - System check
        - Programming and configuration (i.e. ramp rate, power factor, protection, etc.)
    c. Racking visual inspection and torque check
    d. Monitoring, configuration, startup, and training of district personnel
    e. Switchgear (if required)
10. Facility design documentation package and as-built drawings
    a. PV Module – quantity, make, model, and spec sheet
    b. QA/QC documentation
    c. As built documentation (strings labeled in field and recorded on drawings)
    d. Inverters – quantity, make, model, and spec sheet
    e. Racking/shade structure
        - Manufacturer
        - Design drawings
        - Structure finish
    f. Combiner boxes (if any) – quantity, make, model, and spec sheet
    g. Switchgear/Subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
    h. AC and DC cable specifications
    i. As-built DC single line diagram with conductor specification
    j. As-built AC single line diagram with conductor specification
    k. As-built array configuration plan
    l. Balance of system (BOS) layout detail and identification
        - Combiner boxes
        - Inverters

m. Inverter locations and mounting specifications
n. Trenching specification (depth, bedding material spec, conduit spec., etc.)
- As built location for ongoing O&M

11. Monitoring equipment/system
    a. Inverter level performance/production monitoring
    b. Configurable alarms to allow for notification of underperformance or outages
    c. Security measures (appropriate fencing, cameras, signage, etc.)
12. Operations and maintenance (10 years for purchased systems; 20 years for PPAs)
    a. Inverter maintenance
    b. Module cleaning/testing
    c. Checking of electrical connections/torque
    d. Racking/structure torque check
    e. Inverter extended warranty or replacement plan
    f. Remote monitoring
    g. Shading mitigation
13. Production performance guarantee
    a. 90% system production guarantee or better.

B. Assumptions for Solar PV PPA AND Purchase Project Scenarios:

a. Projects will be interconnected as net energy metering (NEM or NEM-A) or RES-BCT projects.
b. Assume no incentives from utility.
c. SPURR's fees, as described above, must be included in all proposed pricing.
d. Prevailing wage rates will apply.
e. California DSA pre-check design.
f. All inverters must be UL 1741 certified.
g. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
h. Campus main meters are adequately sized and have available space for connection of PV generation.
i. For shade structures, concrete support extending up the structure post a minimum of 24".
j. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
k. All unpainted metal shall be resistant to corrosion for a minimum of 25 years.
l. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
m. Canopies shall have a minimum clear height of 10 foot at the lowest point of any structure.
n. Each canopy system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. The design life shall be a minimum of 25-years.

o. Canopies placed in parking lots shall be clearly labeled with max clearance for vehicles at the low points. Label should be easily visible from a vehicle
p. Canopies must include LED lighting that conform to current lighting standards and codes.
q. Existing light post bases and bollards will be removed if not being used by Selected Vendor. Lighting will reuse existing circuits where available.
r. Grounds and landscaping that may have been impacted due to construction will be brought back to original pre-construction conditions.
s. Selected Vendor shall be responsible for prompt removal and disposal of spoils from all related construction activities.
t. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
u. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.
v. Array areas shown on project site maps are representative and not exact panel layouts.
w. DC-AC de-rate and inverter configuration to be determined by the Vendor to produce the best system value.
x. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.

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

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

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

a. Term: 20 years
b. Annual PPA % escalator: 0%
c. Participant ownership of Renewable Energy Certificates (RECs)
d. An annual production guarantee, with a reasonable degradation factor that matches the term of the offered PPA, must be included. Participants will not be required to purchase more than 110% of the estimated annual energy production.
e. PPA must include purchase option(s) after year 6.
f. Removal of the system and returning the site to its pre-installation condition (normal wear and tear excepted) at the end of the PPA term.

During the PPA ownership period, it will be the responsibility of Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, vegetation abatement, panel washing as needed to meet

performance guarantee targets, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by Vendor.

D. Includes and Assumptions for Purchase Scenario ONLY:

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

a. 10-year O/M contract
b. 10-year 95% annual production guarantee less system degradation

E. Excludes for Solar PV PPA AND Purchase Scenarios:

a. All costs associated with Utility distribution or service upgrades.
b. Cost of parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.)
c. Removal/disposal of hazardous materials including asbestos.
d. Habitat mitigation.
e. Conditional use permits, special use permits, or environmental impact reports
f. Roof replacement or repair.
g. Required ADA upgrades.
h. Structural upgrades to buildings.
i. Network and/or data services upgrades.
j. Installation of data wiring for monitoring kiosks or display screens.
k. 3rd party inspector costs
l. Tree or other vegetation removal
m. Performance bond

E. Fresno USD Projects

Fresno Unified School District required a line item cost for each of the following project components and the incremental increase to the PPA rate associated with that line item cost:

a. Minimum of 15' clearance on low side of all canopy structures in driveway or parking areas.
b. Tree or other vegetation removal.
c. Four EV charging stations per site.
d. Reimburse FUSD for DSA inspector of record costs. Assume budgetary estimate of $35,000 per site.
e. Required ADA upgrades.

F. Includes for Energy Storage Projects

Proposals for energy storage projects are required to include at minimum the following items/components:

1. Vendor is responsible for all costs associated with preparing and submitting SGIP applications.
2. Project engineering
    a. Civil/Structural engineering
    b. Electrical engineering
    c. Mechanical engineering
    d. Soils reports/engineering
3. Project permitting
    a. Permitting fees
    b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal base cost)
        - All appropriate safety signage, as required by the Utility
        - Adequately sized and visible disconnect switches at or near each point of common coupling
4. Safety plan
5. Materials
    a. Battery or other energy storage technology
    b. Inverters
    c. Weatherproof outdoor enclosure/container.
    d. Balance of System (BOS)
        - Disconnects/Breakers/Fuses
        - Conduits and conductors
        - Pull boxes and ground vaults
    e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.
6. Equipment/material procurement
7. Delivery, storage, and staging logistics
8. Site security
9. Facility construction
    a. Civil (trenching and backfill, equipment pad preparation, etc.)
    b. Structural/mechanical
    c. Electrical
10. Interconnection process
    a. Generation Interconnection Application; must submit to utility within 60 days of execution of Project Agreement.
    b. Self-Generation Incentive Program (SGIP) application and documentation process
    c. Initial and supplemental review process management
    d. System coordination studies (if deemed necessary)
    e. System protection engineering
    f. Utility inspection
11. Facility testing
12. Facility commissioning

a. Inverters
b. Monitoring configuration, startup, and training of Participant personnel
c. Switchgear (if required)

13. Facility design documentation package and as-built drawings
    a. QA/QC documentation
    b. As built documentation
        - Inverters – quantity, make, model, and spec sheet
        - Enclosure description and documentation
            - Design drawings
            - Paint/finish
    c. Switchgear/subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
    d. AC and DC cable specifications
    e. As-built DC single line diagram with conductor specification
    f. As-built AC single line diagram with conductor specification
    g. As-built site plan
        - Balance of system (BOS) layout detail and identification
        - Inverter locations and mounting specifications
        - Trenching specification (depth, bedding material spec, conduit spec., etc.)
14. Monitoring equipment/system
    a. System charge/discharge monitoring
    b. 15-minute interval (or better) data granularity
15. Security measures
16. Operations and maintenance for the term of the contract

G. Assumptions for Energy Storage Projects

a. SPURR's fees, as described above, must be included in all proposed pricing.
b. Assume SGIP funding of $0.22/Watt-hour. Vendor must provide a clear and detailed explanation of how changes to proposed pricing will be calculated based on increased/decreased SGIP funding.
c. Prevailing wage rates will apply.
d. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
e. Electric services are adequately sized and have available space to connect energy storage project.
f. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
g. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
h. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
i. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.

j. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.
k. Removal of the system at the end of the term.

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

During the entire project life it will be the responsibility of the Selected Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by the Selected Vendor.

H. Excludes for Energy Storage Projects

The following items shall not be included in the base pricing offered by Vendors. All base pricing cost adjustments presented to Participants will be subject to SPURR's review and must comply with a cost adjustment formula to be negotiated with Selected Vendor.

a. All costs associated with Utility distribution or service upgrades.
b. Removal/disposal of existing hazardous materials including asbestos.
c. Habitat mitigation.
d. Conditional use permits, special use permits, or CEQA-related work.
e. Required ADA upgrades.
f. Network and/or data services upgrades.
g. Installation of data wiring for monitoring kiosks or display screens.
h. 3rd party inspector costs

Vendor is required to include a comprehensive list of additional relevant "excludes" that are not reflected in the Proposal and pricing.

APPENDIX D – AMENDED AND RESTATED REAP PROJECT AGREEMENTS

SPURR Renewable Energy Aggregated Procurement (REAP) Program
Amendment to SPURR REAP Master Contract
September 30, 2021

The Amended and Restated SPURR Renewable Energy Aggregated Procurement (REAP) Program Master Contract, effective September 15, 2019 as amended through the Amendment to SPURR REAP Master Contract, effective September 30, 2020, and further amended through the Amendment to SPURR REAP Master Contract, effective January 20, 2021 (collectively the "2019 SPURR REAP Master Contract") shall be amended on the following terms and conditions.

1) This Amendment will have an effective date of September 30, 2021.

2) In the 2019 SPURR REAP Master Contract Section 1, Grant and Acceptance of Award, the Vendor Offer Deadline is extended to June 30, 2022.

3) In the 2019 SPURR REAP Master Contract Appendix B, Vendor Offer, current pricing is reduced as follows, applicable to any all REAP Project Agreements executed by a Participant on or after January 1, 2022.

System Type	All Ground Mount, Roof Mount, and Canopy Sites, except Sites below 450 kW-DC	Sample Sites below 450 kW-DC
PV PPA Rate, 20 Yr with 0% Escalator, reduction per kWh	$0.0010	$0.0000

4) The Appendix B pricing table hereby incorporates the price reductions above.

5) The PPA reductions shown above are based on the continued federal Investment Tax Credit for solar power installations (the ITC) at the current level of 26% pursuant to current law. If current law is revised to increase the ITC or other applicable incentives are made available for Projects, then the parties will promptly negotiate in good faith regarding further PPA pricing reductions.

6) The template Energy Services Agreements attached as Appendix D to the 2019 SPURR REAP Master Contract are hereby replaced with the template Energy Services Agreements attached hereto which show the changes from the previous templates in redline form.

SPURR Renewable Energy Aggregated Procurement (REAP) Program
Amendment to SPURR REAP Master Contract
September 30, 2021

1. AMENDMENT

As of the Effective Date, this Amendment amends the 2019 SPURR REAP Master Contract . The terms and conditions of the 2019 SPURR REAP Master Contract shall continue to apply to any REAP Project Agreement executed prior to the Effective Date.

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

SCHOOL PROJECT FOR UTILITY RATE REDUCTION, a California joint powers authority

By: _____

Michael Rochman

Managing Director

Address for Notice:

Attn: Managing Director

1850 Gateway Blvd, Suite 235

Concord, CA 94520

Phone: (925)743-1292

Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited liability company

By: _____

Print Name: Michael Smith

Print Title: President

Address for Notice:

Attn: Legal

Address: 100 Montgomery St. Suite 725

City, State, Zip: San Francisco, CA 94104

Phone: (855) 204-5083

Email: FPLegal@forefrontpower.com

Appendix B Pricing Table

	REAP 2.0 Program - Sample System Description and Pricing Summary for Project Agreements Executed After 12/31/2021														
	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Waste-water Treatment Plant	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	High School B	High School E	High School F	High School H	High School M	High School R	High School S	District Service Center
System Description	Ground Mount Single Axis Tracker	Rooftop and Carport	Ground Mount Single Axis Tracker	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport	Carport
PV System Size (kW-DC)	1101.6	792.4	1175.0	166.1	191.7	351.5	370.6	1022.4	1169.4	830.7	1361.1	894.6	594.3	1808.4	645.4
Single Bay Capacity (kW-DC)	N/A	115.0	N/A	166.1	0.0	0.0	76.7	102.2	313.1	0.0	0.0	127.8	51.1	351.5	0.0
Double Bay Capacity (kW-DC)	N/A	466.5	N/A	0.0	191.7	351.5	293.9	920.2	856.3	830.7	1361.1	766.8	543.2	1456.9	645.4
Roof or Ground Mount Capacity (kW-DC)	1101.6	210.9	1175.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PV First Year Production (kWh/year)	2,243,959	1,303,477	2,373,581	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
System Yield (kWh/kW-DC-year)	2,037	1,645	2,020	1,570	1,594	1,610	1,657	1,728	1,622	1,638	1,555	1,554	1,615	1,634	1,669
PV PPA Rate - 20 Year 0% Escalation ($/kWh)	$0.063	$0.095	$0.063	$0.134	$0.132	$0.124	$0.122	$0.103	$0.111	$0.112	$0.113	$0.116	$0.109	$0.104	$0.102
PV Cash Purchase Price	$2,346,360	$2,016,986	$2,541,765	$613,246	$675,665	$1,036,252	$1,134,273	$2,757,103	$3,281,355	$2,369,983	$3,719,515	$2,508,228	$1,605,489	$4,799,259	$1,671,796
PV Cash Purchase Price ($/kW-DC)	$2,130	$2,546	$2,163	$3,691	$3,525	$2,949	$3,060	$2,697	$2,806	$2,853	$2,733	$2,804	$2,702	$2,654	$2,590
Energy Storage System Size (kW-AC)	0	315	420	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	510	680	0	0	340	340	1020	680	850	510	680	850	510	340
Energy Storage System Lease ($/year)	N/A	$22,467	$23,314	N/A	N/A	$8,082	$9,001	$41,218	$34,645	$33,794	$15,492	$26,700	$31,447	$23,051	$10,522
Energy Storage System Lease ($/kW-year)	N/A	$71.32	$55.51	N/A	N/A	$38.49	$42.86	$65.43	$82.49	$64.37	$49.18	$63.57	$59.90	$73.18	$50.10
Energy Storage System Purchase Cost ($)	N/A	$359,108	$454,962	N/A	N/A	$263,677	$263,677	$641,224	$454,962	$550,048	$359,108	$454,962	$550,048	$359,108	$263,677
Energy Storage System Purchase Cost ($/kW)	N/A	$1,140	$1,083	N/A	N/A	$1,256	$1,256	$1,018	$1,083	$1,048	$1,140	$1,083	$1,048	$1,140	$1,256
Note: Per SPURR Master Contract Effective 9/22/2021															

REAP PROJECT AGREEMENTS

[attached]

SPURR Renewable Energy Aggregated Procurement (REAP) Program
Amendment to SPURR REAP Master Contract
September 7, 2022

The Amended and Restated SPURR Renewable Energy Aggregated Procurement (REAP) Program Master Contract between the School Project for Utility Rate Reduction (SPURR) and ForeFront Power, LLC (FFP), effective September 15, 2019, as amended through the Amendment to SPURR REAP Master Contract, effective September 30, 2020, as further amended through the Amendment to SPURR REAP Master Contract, effective January 20, 2021, as further amended through the Amendment to SPURR REAP Master Contract, effective September 30, 2021, and as further amended through the Amendment to SPURR REAP Master Contract, effective April 30, 2022 (collectively the "2019 SPURR REAP Master Contract") shall be amended on the following terms and conditions.

1) This Amendment will have an "Effective Date" of September 7, 2022.

2) This Amendment is intended to accommodate numerous public agencies in good faith negotiations seeking to use the 2019 SPURR REAP Master Contract in anticipation of "Net Energy Metering" rule changes currently under consideration by the California Public Utilities Commission.

1. AMENDMENT

In the 2019 SPURR REAP Master Contract Section 1, Grant and Acceptance of Award, the Vendor Offer Deadline hereby is extended to October 26, 2022.

To the extent Forefront Power, LLC or its affiliate enters into a Letter of Intent or similar document ("LOI") with a public agency prior to the Vendor Offer Deadline, the pricing and terms set forth in the 2019 SPURR REAP Master Contract shall continue to apply to any REAP Project Agreement entered into pursuant to the LOI, even if the REAP Project Agreement is executed after the Vendor Offer Deadline.

Copies of any LOI described above shall be delivered by FFP to SPURR not later than five business days after the Vendor Offer Deadline.

Nothing in this Amendment changes the terms and conditions of the 2019 SPURR REAP Master Contract applicable to any REAP Project Agreement executed prior to the Vendor Offer Deadline.

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

SCHOOL PROJECT FOR UTILITY RATE REDUCTION, a California joint powers authority

By: _____

Michael Rochman

Managing Director

Address for Notice:

Attn: Managing Director
1850 Gateway Blvd, Suite 235
Concord, CA 94520
Phone: (925)743-1292
Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited liability company

By: _____

Print Name: Michael Smith

Print Title: Chief Executive Officer

Address for Notice:

Approved as to Form
ForeFront Power Legal
KF

Attn: Legal
Address: 100 Montgomery St. Suite 725
City, State, Zip: San Francisco, CA 94104
Phone: (855) 204-5083
Email: FPLegal@forefrontpower.com

CONFIDENTIAL AND PROPRIETARY

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GENERAL TERMS AND CONDITIONS OF

ENERGY SERVICES AGREEMENT

These General Terms and Conditions of Energy Services Agreement are dated as of the ____ day of _____, 20____ and are witnessed and acknowledged by FFP BTM SOLAR, LLC, a Delaware limited liability company ("ForeFront Power") and Los Angeles County ("Purchaser"), as evidenced by their signature on the last page of this document. These General Terms and Conditions are intended to be incorporated by reference into Energy Services Agreements that may be entered into between ForeFront Power and Purchaser or between their respective Affiliates. These General Terms and Conditions shall have no binding effect upon ForeFront Power or Purchaser, respectively, except to the extent Purchaser or ForeFront Power (or an Affiliate thereof) becomes a party to an Energy Services Agreement that incorporates these General Terms and Conditions.

1. DEFINITIONS.

1.1 In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means, the Energy Services Agreement.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in New York, NY are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" has the meaning set forth in Section 3.3(b).

"Commercial Operation Date" has the meaning set forth in Section 3.3(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions).

"Disruption Period" has the meaning set forth in Section 4.3.

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

"Early Termination Fee" means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3 or Section 11.2.

"Effective Date" has the meaning set forth in the preamble to the Special Conditions.

"Energy Services" has the meaning set forth in the Special Conditions.

"Energy Services Agreement" means each Energy Services Agreement (including the Schedules attached thereto) that may be entered into between ForeFront Power and Purchaser or between their respective Affiliates that incorporates these General Terms and Conditions by reference.

"Energy Services Payment" has the meaning set forth in the Special Conditions.

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

"Environmental Documents" has the meaning set forth in Section 7.2(f).

"Environmental Law" means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

"Estimated Remaining Payments" means as of any date, the estimated remaining Energy Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Provider.

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

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

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an Affiliate of Provider) with respect to the System, or (iii) any Person acquiring a direct or indirect interest in Provider or in Provider's interest in this Agreement or the System as a tax credit investor.

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

"ForeFront Power" has the meaning set forth in the Preamble.

"General Terms and Conditions" means these General Terms and Conditions of the Energy Services Agreement, including all Exhibits hereto.

"Guaranteed Commercial Operation Date" has the meaning set forth in Section 5 of the Special Conditions, subject to extension as set forth in Section 2.2(b).

"Guaranteed Construction Start Date" has the meaning set forth in Section 5 of the Special Conditions, subject to extension as set forth in Section 2.2(b).

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws.

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

"Hazardous Materials" means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

"Improper Consideration" has the meaning set forth in Section 11.1(a)(iv).

"Initial Term" has the meaning set forth in Section 2 of the Special Conditions.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) at the Premises.

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

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

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

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

"Option Price" has the meaning set forth in Section 2.3(i).

"Party" or "Parties" has the meaning set forth in the preamble to the Special Conditions.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Pre-existing Environmental Conditions" means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Provider's commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Provider's commencement of construction at the Premises.

"Premises" means the premises described in Schedule 1 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address in Schedule 1 of the Special Conditions.

"Provider" has the meaning set forth in the Special Conditions.

"Provider Default" has the meaning set forth in Section 11.1(a).

"Provider Indemnified Parties" has the meaning set forth in Section 16.2.

"Purchase Date" means the first Business Day that occurs after the applicable purchase date set forth in Schedule 3 of the Special Conditions.

"Purchaser" has the meaning set forth in the preamble to the Special Conditions.

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Purchaser Indemnified Parties" has the meaning set forth in Section 16.1.

"Renewal Term" if applicable, has the meaning set forth in Section 2 of the Special Conditions.

"Representative" has the meaning set forth in Section 15.1.

"Security Interest" has the meaning set forth in Section 8.2(a).

"Site-Specific Requirements" means the site-specific information and requirements as may be set forth in Schedule 6 of the Special Conditions.

"Special Conditions" means each Energy Services Agreement, excluding these General Terms and Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

"System" has the meaning set forth in Schedule 1 of the Special Conditions.

"System-based Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other related subsidies and incentives.

"System Operations" means Provider's operation, maintenance and repair of the System performed by Provider or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) in accordance with the requirements herein.

"Term" means the Initial Term, and the subsequent Renewal Term(s), if any.

"Term Year" means a twelve (12) month period beginning on the first day of the Term and each successive twelve (12) month period thereafter.

"Termination Date" means the date on which this Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

"WREGIS" means the Western Renewable Energy Generation Information System.

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

2. TERM AND TERMINATION.

2.1 Term. The Initial Term is as specified in the Special Conditions.

2.2 Early Termination.

(a) Termination for Convenience. Purchaser may terminate this Agreement, when such action is deemed by the Purchaser, in its sole discretion, to be in its best interest. Termination of this Agreement shall be effected by sixty (60) days' prior written notice of termination to Provider. If Purchaser terminates the Agreement prior to the Expiration Date of the Initial Term, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises in accordance with Section 2.4. Upon Purchaser's payment to Provider of the Early Termination Fee, this Agreement shall terminate automatically. Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

All material including books, records, documents, or other evidence bearing on the costs and expenses of the Provider under this Agreement shall be maintained by the Provider in accordance with Los Angeles County's Record Retention and Inspection/Audit Settlement policies.

(b) Purchaser may (i) if Provider fails to commence construction by the Guaranteed Construction Start Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed $22.5/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions), (ii) terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence construction of the System by the date that is ninety (90) days after the Guaranteed Construction Start Date, or (iii) if Provider fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed $15/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions), plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Purchaser to return its Premises to its condition prior to commencement of the Installation Work. Further, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence Commercial Operation by the date that is sixty (60) days after the Guaranteed Commercial Operation Date. The Guaranteed Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if any of the following occurs: (x) notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within sixty (60) days after the Effective Date, provided that interconnection applications are submitted within 45 days of the later of (a) the Effective Date and (b) finalization of the System layout, (y) a Force Majeure Event occurs or for any delays by the Local Electric Utility or (z) an occurrence of any other unforeseeable event outside of Provider's reasonable control, provided that Provider makes reasonable efforts to mitigate the impact of such events on the Guaranteed Construction Start Date or Guaranteed Commercial Operation Date (as applicable). Any such extension pursuant to subsection (z) shall be subject to the approval of Purchaser which shall not be unreasonably withheld, conditioned or delayed.

2.3 Purchase Option.

(i) On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, Provider shall specify the Option Price, and provide all calculations and assumptions supporting said Option Price to Purchaser. Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Provider (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.3(ii)), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider's Financing Party, as applicable, for payments under this Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, this Agreement shall terminate automatically. Payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of this Agreement shall be applicable as if Purchaser had not exercised any option to purchase the System.

(ii) Determination of Fair Market Value. If the Option Price indicated by Provider in accordance with Section 2.3(i) is equal to the Fair Market Value (as determined and demonstrated by supporting documentation provided by Provider) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Provider, then the Parties shall mutually select an independent appraiser with experience and expertise in the Energy Services industry. Such appraiser shall have expertise and experience in valuing photovoltaic systems, resale markets for such systems and related environmental attributes, and shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error; however, if Purchaser in good faith disputes the valuation made by the appraiser, Purchaser shall have the right to retract its decision to exercise the Purchase Option. The costs of the appraisal shall be borne by Purchaser if such appraisal results in a value equal or greater than the value provided by Provider pursuant to Section 2.3(i); otherwise, the Parties shall equally share such cost.

2.4 Removal of System at Expiration. Subject to Purchaser's exercise of its purchase option under Section 2.3, upon the expiration or earlier termination of this Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than ninety (90) days after the Termination Date. The Premises shall be returned to its original condition, except for System mounting pads or other support structures on roof-mounted systems only, and ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of Provider's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) at Provider's reasonable cost.

2.5 Conditions Prior to the Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) provide notice that it is terminating this Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to Provider's restoration of the Premises in accordance with Section 2.4:

(i) Provider determines that the Premises, as is, is insufficient to accommodate the System or unsuitable for construction or operation of the System.

(ii) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(iv) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(v) Provider has not received: (1) a fully executed a license in the form of Exhibit A of these General Conditions from the owner of the Premises (if the Purchaser is a tenant), (2) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (3) such other documentation as may be reasonably requested by Provider to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(viii) Purchaser has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(ix) There has been a material adverse change in Purchaser's credit-worthiness.

(b) If any of the conditions set forth in Section 2.5(a) are partly or wholly unsatisfied, and Provider wishes to revise the information in the Special Conditions, then Provider may propose modifications to the Special Conditions for acceptance by Purchaser. If Purchaser does not accept such modified Special Conditions, Provider may terminate this Agreement as provided in Section 2.5(a) and shall restore the Premises in accordance with Section 2.4. If Purchaser accepts such revised Special Conditions, such revised Special Conditions shall be deemed an amendment of this Agreement, and this Agreement shall remain in force and effect upon execution by both Parties.

2.6 Co-Located Systems. With respect to any Systems that are co-located at the same Premises and connected to the same meter, the Parties acknowledge that the Systems are intended to be owned and operated as one integrated system, and that the Energy Services Payment (a) represents the added value of integrating the Systems to enable Provider's delivery of the Energy Services pursuant to the Agreements when needed by Purchaser, and (b) is a component part of the total consideration payable to Provider in exchange for Provider's comprehensive duties under this Agreement and the Agreement(s) related to the other co-located System(s). Accordingly, the Parties further agree (x) to treat the Systems as one integrated system for all purposes, and (y) that any right or option that is exercised with respect to the System or this Agreement, whether in respect of early termination, purchase option or otherwise, shall also be exercised with respect to the Agreement(s) related to the other co-located System(s).

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary consents, approvals and permits required to perform Purchaser's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of Energy Services similar to those provided by the System in the United States. Provider shall provide Purchaser with reasonable advanced notice of such testing and shall permit Purchaser or Purchaser's representative to observe such testing. Purchaser's observation of such testing shall not be construed as or deemed an approval of such testing or test results.

(b) If the results of such testing indicate that the System is capable of providing the Energy Services, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility ("Commercial Operation"), then Provider shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date".

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; *provided*, any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed at the Premises. Such meter(s) shall meet the general commercial standards of the solar photovoltaic industry or the required standards of the Local Electric Utility.

4.2.1 Meter Testing.

(a) Provider shall provide certificates of calibration for all meters prior to the time of their installation, no meter will be placed in service for which Provider has not provided certificates of calibration. Provider shall test or arrange for all meters to be tested in accordance with the meter manufacturer's recommendations. Provider shall bear all costs and expenses associated with each meter testing. Purchaser shall be notified at least ten (10) days in advance of such testing and shall have the right to be present during such tests. Provider shall provide Purchaser with detailed written results of all meter tests.

(b) Provider shall test or arrange for meter inspection and testing bi-annually when performing System operations and maintenance.

4.2.2 Cost of Meter Repair.

(a) If meter testing, as described above demonstrates that a meter was operating outside of its allowable calibrations (+/- 2%), then Provider will pay for the cost of repairs or replacement necessary to restore a meter to proper working order.

(b) If a meter is found to be inaccurate by more than two percent (2%), invoices for the prior six (6) months or from the last date such meter was registering accurately, whichever period is less, shall be adjusted to reconcile the discrepancy and payment for the amount of the adjustment issued by the appropriate party within 45 days, except that Purchaser shall not be obligated to pay interest on any amount found to be due because a meter was operating outside of its allowable calibration (+/- 2%).

4.2.3 Meter Data. Provider shall gather and maintain the data from all meters, including but not limited to, interval data registered at least once every fifteen (15) minutes ("Meter Data"), and shall make such Meter Data promptly available to Purchaser at Purchaser's request.

4.3 System Disruptions. In the event that (a) the owner or lessee of the Premises repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Energy Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced System-based Incentives, if applicable, during the Disruption Period. For the purpose of calculating Energy Services Payments and lost revenue for such Disruption Period, Energy Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation). Notwithstanding the foregoing, Purchaser shall be entitled to exercise its rights under Section 9 (Allowed Disruption Time) of the Special Conditions.

5. TITLE TO SYSTEM.

5.1 Throughout the duration of this Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.2 Environmental Attributes And System-Based Incentives. Purchaser's purchase of Energy Services includes Environmental Attributes, but does not include System-based incentives. System-based Incentives shall be owned by Provider or Provider's financing party for the duration of the System's operating life. Purchaser disclaims any right to System-based Incentives based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.2. During the Term, Provider shall establish and maintain a WREGIS sub-account to register and track renewable energy certificates (RECs) associated with generation produced by the System. Unless Purchaser prefers a different sub-account designation, RECs transferred into the WREGIS sub-account will be tagged by Provider as retired on behalf of Purchaser. Provider will provide Purchaser read-only access to the WREGIS sub-account and provide an annual report to Purchaser on the status of the RECs. Purchaser understands that if RECs are retired they cannot be used for any other purpose or 'un-retired'

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly Energy Services Payment for the Energy Services provided during each calendar month of the Term as set forth in the Special Conditions.

6.2 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Energy Services Payment in respect of the immediately preceding month. The last invoice shall include Energy Services provided only through the Termination Date of this Agreement. Invoices shall state, at a minimum, (i) the amount of actual electricity produced by the System and delivered to the delivery point during the invoice period (if applicable), (ii) the rates

applicable to, and any charges incurred by, Purchaser under this Agreement, and (iii) the total amount due from Purchaser.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after Purchaser's receipt of an invoice from Provider.

6.4 Method of Payment. Purchaser shall make all payments under this Agreement either (a) by electronic funds transfer in immediately available funds to the account designated by Provider from time to time or (b) by check timely delivered to the location designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises. In the event of unreasonable damage to the Premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said Premises to the condition existing prior to such damage.

(b) Governmental Approvals. While providing the Installation Work, Energy Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(c) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of System integrators in the United States.

(d) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; *provided*, Provider shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises.

(e) System Condition. Provider shall take all actions reasonably necessary, including but not limited to repair and maintenance, to ensure that the System is capable of operating at a commercially reasonable continuous rate throughout the Term.

(f) Environmental Indemnification by Provider. Provider shall indemnify, hold harmless and defend Purchaser Indemnified Parties from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with the deposit, release, or spill of any Hazardous Materials at, on, above, below or near the Premises by Provider. In no event shall Provider be responsible for the existence of any Hazardous Materials at the Premises prior to the Effective Date. Provider shall promptly notify Purchaser if it becomes aware of any Hazardous Materials, or any deposit, spill, or release of any Hazardous Materials at, on, above, below or near the Premises.

(g) Production Data. Provider shall provide Purchaser with access to System production data in electronic format, such as tabular Excel or csv with each production unit in a separate cell. Production data could be delivered monthly or by granting Purchaser access to a web portal.

(h) Solicitation of Improper Consideration. Provider shall immediately report any attempt by a Purchaser officer or employee to solicit Improper Consideration. The report shall be made either to the Purchaser manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to Purchaser's premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said premises to the condition existing prior to such damage.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Provider. Purchaser shall provide to Provider copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Provider or to which Provider is a party.

(d) Access to Premises, Grant of License.

(i) Purchaser hereby grants to Provider a revocable non-exclusive license coterminous with the Term containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring; *provided*, with respect to Provider's access to the Site, such license shall be subject to conditions or limitations for the protection of minor students that are imposed generally on commercial contractors by Purchaser or by Applicable Law. If Provider's financing structure requires that Purchaser enter into a license agreement directly with Financing Party, Provider shall enter into such an agreement which shall be in a form set forth by Provider and which contain substantially the same rights as set forth in this Section 7.2(d).

(ii) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (x) Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Purchaser nor Purchaser's landlord will interfere or handle any Provider equipment or the

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

(iii) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to Provider, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.

(e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to provide for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling. Subject to Purchaser's indemnity obligations set forth herein, Purchaser shall have no liability whatsoever in connection with personal property or equipment of Provider or Provider's employees, consultants, contractors, subcontractors, and vendors. Provider shall be solely responsible for the safety and security of Provider's employees, consultants, contractors, subcontractors, and vendors, as well as any personal property, including but not limited to, any tools, materials, and equipment of such parties used or stored on the Premises.

(f) Environmental Documents. On or before the Effective Date of each Special Conditions Purchaser shall identify and set forth in each Special Conditions and unless previously delivered, Purchaser shall, to the extent the same are known and in the possession or control of Purchaser, deliver to Provider copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Purchaser agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Purchaser hereby agrees to furnish such other documents in Purchaser's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Provider from time to time.

(g) Compliance with Environmental Laws. Notwithstanding anything to the contrary in this Agreement, Purchaser shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Provider's construction, operation and ownership of the System or occupancy of the Premises. In no event shall Provider have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions.

(h) Environmental Indemnification by Purchaser. Purchaser shall indemnify, hold harmless and defend Provider from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Purchaser. Purchaser shall promptly notify Provider if it becomes aware of any Hazardous Materials, or any deposit, spill, or release of any Hazardous Materials at, on, above, below or near the Premises.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy and other similar laws now or hereafter in effect;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in the Special Conditions.

8.2 Representations of Purchaser. Purchaser represents and warrants to Provider as of the Effective Date that:

(a) Purchaser acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;

(b) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;

(c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein;

(d) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;

(e) To Purchaser's knowledge, Purchaser has identified and disclosed to Provider in the Special Conditions (i) all Environmental Documents in Purchaser's possession or control, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the System within Purchaser's possession or control, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Provider within the Purchaser's possession or control;

(f) To Purchaser's knowledge, the Premises is in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises; and

(g) Purchaser has identified in the Special Conditions and delivered to Provider all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises in Purchaser's possession or control.

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

8.3 EXCLUSION OF WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND ENERGY SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS,

IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE ENERGY SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Energy Services to Purchaser (other than income taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

10. FORCE MAJEURE.

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

10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; *provided*, the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; *provided*, Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Services delivered to Purchaser prior to the Force Majeure Event performance interruption. Subject to Section 10.3 below, the Parties agree that to the extent permitted by Applicable Law, the Term of this Agreement shall extend on a day for day basis for every day in which the occurrence of a Force Majeure Event has affected either Party's performance of its obligations hereunder.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate this Agreement upon ninety (90) days' prior written notice to the other Party. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. Upon such termination for a Force Majeure Event,

neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination, including but not limited to Provider's obligations to remove the System and restore the Premises as set forth herein), and Purchaser shall have no obligation to pay the Early Termination Fee.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

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

(ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount;

(iii) Provider breaches any material representation, covenant or other term of this Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; and

(iv) Provider has offered or given consideration, in any form, either directly or through an intermediary, to any Purchaser officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Provider's performance pursuant to this Agreement, in violation of Los Angeles County – Board of Supervisors Policy Manual. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts ("Improper Consideration").

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Purchaser may terminate this Agreement with no penalty or liability whatsoever, including but not limited to the Early Termination Fee, and exercise any other remedy it may have at law or equity or under this Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

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

(ii) Purchaser breaches any material representation, covenant or other term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed, such longer cure period not to exceed ninety (90) days; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Purchaser the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and (B) Provider may exercise any other remedy it may have at law or equity or under this Agreement.

11.3 Cross Default. With respect to any Systems that are co-located at the same Premises, if a Party defaults under this Agreement, it shall also be a default of such Party under the Agreement(s) related to the other co-located System(s); *provided*, a cure of the original default shall be a cure of any such cross default. In the event of a cross default, the non-defaulting Party shall be entitled to exercises its rights with respect to this Agreement and all such other Agreements, including terminating all such Agreements and, if Provider terminates one or more Agreements due to a Purchaser Default, Purchaser shall pay the Early Termination Fees for all such terminated Agreements.

11.4 Removal of System. Upon any termination of this Agreement pursuant to this Article 11 and payment of the Early Termination Fee (if applicable), Provider will remove the System pursuant to Section 2.4 hereof.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

12.2 A Party's maximum liability to the other Party under this Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, *provided*, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury or environmental claims and (ii) any obligation of Purchaser to pay Energy Service Payments, the Early Termination Fee or the Option Price, (iii) any obligation of Provider to pay for Lost Savings in accordance with the Special Conditions and (iv) if applicable, any obligation of Provider to remove the System and restore the Premises in accordance with Section 2.4.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; *provided*, Purchaser agrees that Provider may assign this Agreement without the consent of the Purchaser to an Affiliate of Provider or any party providing financing for the System. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions and agrees to provide such estoppels, acknowledgments and opinions of counsel as Provider may reasonably request from time to time. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any Assignment by Provider without obtaining the prior written consent and release of Purchaser, when such consent is required by this Section 13.1, shall not release Provider of its obligations hereunder.

13.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby acknowledges:

(a) The collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under this Agreement, as consented to under Section 13.1 of this Agreement.

(b) That the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement.

(c) That it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

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

13.3 Assignment by Purchaser. Purchaser shall not assign this Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

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

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of this Agreement or third-party acquirers of Provider or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

(a) Becomes publicly available other than through the receiving Party;

(b) Is required to be disclosed by a Governmental Authority, under Applicable Law, including but not limited to the California Public Records Act, or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) Is independently developed by the receiving Party; or

(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; *provided*, no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

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

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

17. INSURANCE.

17.1 Generally. Purchaser and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than $2,000,000 general aggregate, $1,000,000 per

occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry adequate property loss insurance on the System which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to this Agreement, including these General Terms and Conditions as incorporated by reference, are integral parts of this Agreement and are an express part of this Agreement. In the event of a conflict between the provisions of these General Terms and Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the Energy Services industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 [Reserved].

18.6 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.7 Survival. The obligations under Section 2.4 (Removal of System), Section 7.1 (Provider Covenants), Sections 7.2(d), (e), (f), (g) and (h) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), all payment or indemnification obligations accrued prior to termination of this Agreement, or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of the State of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent

permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.9 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.10 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.11 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.13 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

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

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by ForeFront Power and Purchaser below. Neither ForeFront Power nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"FOREFRONT POWER": FFP BTM SOLAR, LLC

By: _____

Name: _____

Title: _____

Date: _____

"PURCHASER": *Los Angeles County*

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

of General Terms and Conditions

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]. Lease dated [ ] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] ("Purchaser") and [FFP Entity], LLC ("Provider") have entered into an Energy Services Agreement, pursuant to which Provider will install, finance, operate, and maintain a [solar photovoltaic] [battery storage] system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The [solar photovoltaic] [battery storage] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by Provider 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 of the Premises.

2. Provider or its designee (including finance providers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or Provider any rent for such right to access the premises.

3. [LANDLORD] has been advised that the finance providers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. Provider and the finance providers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.

4. [LANDLORD] will not take any action inconsistent with the foregoing.

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

Very truly yours,

[PURCHASER]

By:_____
Name:
Title:

Acknowledged and agreed by:

[LANDLORD]

By: _____
Name:
Title:

Exhibit B

of General Terms and Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be receiving financing accommodations from one or more Financing Parties and that Provider may sell or assign the System or this Agreement and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Provider to a Financing Party, of Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to cancel, modify or terminate this Agreement without the written consent of the Financing Party, however, this provision shall not be interpreted to limit any termination rights of either Party as set forth in the Agreement.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice

and cure period applicable to Provider The Parties respective obligations will otherwise remain in effect during any cure period; *provided*, if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

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

Exhibit C

of General Conditions

Requirements Applicable to the Installation Work

Section B.1 Prohibition Against Use of Tobacco. All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 Prohibition Against Use of Drugs.

(a) Purchaser Drug-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

(b) Drug-Free Workplace Certification. Provider is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section B.3 Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). Provider acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

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

(a) Section 1735: Anti-Discrimination Requirements;

(b) Section 1775: Penalty for Prevailing Wage Rate Violations;

(c) Section 1776: Payroll Records;

(d) Sections 1777.5,1777.6 and 1777.7: Apprenticeship Requirements;

(e) Sections 1810 through 1812: Working Hour Restrictions;

(f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and

(g) Section 1815: Overtime Pay.

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

Section B.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit C, Provider, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. Provider or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. Provider shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section B.8 Protection of Minor-Aged Students. Provider, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, Provider, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if Provider makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.