

ATTACHMENT D

MSWD PV Solar Project: Key Points

Overview

- 1) MSWD is constructing solar PV systems at 7 sites owned by the District. These systems should be operating before the end of 2025.
- 2) MSWD is entering into a “power purchase agreement” (PPA) with Trident Mission Springs, LLC.
 - i) Trident is 100% owned by Staten Solar. Staten will design and build the solar systems.
 - ii) Construction will be financed by Bridge Renewables. Once construction is complete, ownership of Trident Mission Springs will transfer to Bridge Renewables.
- 3) MSWD will pay for the generated energy for 25 years. There are also two optional five-year extensions at the end of the 25-year term.
- 4) Using the PPA approach means that the District doesn’t pay for the PV systems themselves, just the electricity that they produce.
- 5) The PPA approach does not mean that the District will eliminate its SCE bills. There are other cost components to the monthly bill that aren’t affected by the PV systems.

Contract Details

- 6) MSWD will buy energy, not the PV systems.
 - a) NEM2 site PPA rate is \$0.115 per kWh with a 1.5% annual increase.
 - b) RES BCT site PPA rate is \$0.0968 per kWh with a 1.5% annual increase.
 - c) A total of ~9.1M kWh will be generated per year.
- 7) MSWD will lease land for each site to Trident Mission Springs. The Leases will not impact MSWD’s ability to access the land for operational purposes.
- 8) MSWD agrees to purchase all the energy generated, up to 105% of what was projected. Any energy generated over 105% of the projection is free.
- 9) The PPA includes a Performance Guarantee (PeGu). Main details of the PeGu are:
 - i) The systems must generate a minimum of 90% of the projected energy output.
 - ii) Actual production compared to expected production is trued-up every 3 years.
 - iii) Trident will pay MSWD for all shortfalls below 90%.
 - iv) Trident is required to repair the PV system(s) to get performance to the PeGu level.
 - v) Trident can install more PV to meet the PeGu if needed, without impacting the PPA rate.
- 10) The contract includes the requirement that PV systems must be repaired if there are breakdowns, even if the breakdown doesn’t impact generation. Trident pays for all repairs.

NEM-2.0 Sites

- 11) Six of the sites are designed to provide electricity to existing District operations at each of the respective PV project sites. In SCE terms, this is referred to as “behind the meter.”
- 12) Behind-the-meter PV systems can take advantage of SCE’s net-energy-metering-2 (NEM-2.0) tariff (electricity rate).

- 13) If any of the six NEM-2.0 PV systems are not fully operational as of 4/14/26, then they'll be subject to a new tariff that is commonly referred to as NEM3, but is technically called net-billing-tariff, or NBT, which is not as financially beneficial to the District.
- 14) Staten has committed to a construction schedule that will result in project completion several months ahead of the NEM-2.0 deadline. The PPA includes a contract provision that will help to compensate the District for lost savings if Staten misses the NEM-2.0 deadline.

RES-BCT Site

- 15) The seventh and largest PV system located at the Nancy R Wright facility, will generate energy that will be used to offset energy use at approximately 20 other MSWD sites, the "benefitting accounts", via SCE's Renewable Energy Self-generation Bill Credit Transfer (RES-BCT) tariff.
- 16) RES-BCT generation will create a monthly credit that will be credited to the Benefitting Accounts.
- 17) Since this is not a NEM2 site, it is therefore not subject to the construction completion deadline that applies to the other six sites.

Risks to the District

- 18) Change orders (CO) for unknown conditions is possible. The main CO risks are:
 - i) SCE Interconnection costs that are unknown at this time.
 - ii) Discovery of underground conditions that were not known to MSWD or the contractor at the time of signing the contract.
- 19) Missing the NEM-2.0 deadline will result in reduced savings. The PPA addresses this by creating a Letter of Credit that the District can access to cover the lost savings.
- 20) Termination of the agreement, while unlikely, could occur.

Benefits to the District

- 21) MSWD will save an average of \$0.133 per kWh on the SCE bill, for a net savings of ~\$0.03 per kWh.
- 22) Assuming a 4% electricity cost escalation, the District savings over the 25-year PPA term has a net-present-value of ~ \$13M.
- 23) The District will not be responsible for operations and maintenance repairs or costs.
- 24) The District's bonding capacity will not be affected as a result of the PPA approach.
- 25) The emission-free electricity produced by the District PV systems will yield greenhouse gas emission reductions.

**SOLAR POWER PURCHASE AGREEMENT
(Solar Energy Procurement Agreement)**

[MSWD]

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by and between the party identified as Premises Owner below (“**Purchaser**”) and the party identified as Solar Company below (“**Solar Company**”) to be effective as of September ____, 2024 (the “**Effective Date**”). Each of Purchaser and Solar Company is referred to herein as a “**Party**” and collectively as the “**Parties**”.

Premises Owner, as Purchaser	Mission Springs Water District	Solar Company, as Seller	Trident Mission Springs LLC
Address		Address	
Phone		Phone	
E-mail		E-mail	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar photovoltaic electricity generating system described in **Exhibit 2** (the “**Solar Facilities**”) and installed at the Purchaser’s property (the “**Premises**”) described in the Land Lease and Solar Easement between Purchaser and Solar Company dated of even date herewith (the “**Lease**”).

This Agreement includes the items listed below in addition to this page:

Basic Terms	
General Terms and Conditions	
Exhibit 1	Energy Rate
Exhibit 2	Solar Facilities Description
Exhibit 3	Termination Payment Schedule
Exhibit 4	Performance Guarantee
Exhibit 5	Construction Specifications (“ Specifications ”)
Exhibit 6	Form of SNDA
Exhibit 7	NEM2.0 Sites and Performance Bond
Schedule 1	Purchaser Consents and Approvals

SOLAR COMPANY: Trident Mission Springs LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER: The Mission Springs Water District, a
County water district

By: _____
Name: _____
Title: _____

BASIC TERMS

1. **Initial Term:** 25 years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two five-year periods following the end of Initial Term; the first at Solar Company's option, and the second upon mutual agreement of the Parties.
3. **Environmental Attributes:** See General Terms and Conditions **Section 5**.
4. **Tax Incentives:** See General Terms and Conditions **Section 5**.
5. **Energy Rate for the Initial Term:** See **Exhibit 1**.
6. **Anticipated Installation Commencement Date:** [] months after the execution date of this Agreement.
7. **Anticipated Commercial Operation Date:** [] months after the execution date of this Agreement.
8. **Purchaser Options to Purchase Solar Facilities:** As set forth in **Section 13** of the General Terms and Conditions.
9. **Performance Guarantee:** As set forth in **Exhibit 4**.

GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation: Capitalized terms used in this Agreement shall have the meaning ascribed thereto in the Section of this Agreement identified in **Section 20.o.** below. In this Agreement: (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (ii) references to any agreement or contract are to that agreement or contract as amended, modified, or supplemented from time to time, except where the context otherwise requires; (iii) references to any Person includes his successors and permitted assigns; (iv) references to any law are to that law as amended from time to time (unless the context requires otherwise), and to the regulations, if any, promulgated thereunder; (v) references to any gender include a reference to all other genders; (vi) references to the singular include the plural, and vice versa; (vii) reference to any Article or Section means an Article or Section of this Agreement; (viii) reference to any Exhibit or Schedule means an Exhibit or Schedule to this Agreement, all of which are incorporated into and made a part of this Agreement as if fully set forth in the body of this Agreement; (ix) references to \$ or Dollars means United States Dollars; (x) unless expressly provided to the contrary, “hereunder”, “hereof”, “herein” and words of similar import are references to this Agreement as a whole and not any particular Section or other provision of this Agreement; (xi) “include” and “including” shall mean include or including without limiting the generality of the description preceding such term; (xii) references to “good faith” of a Party or Parties means such Party or Parties having honesty in fact and the observance of reasonable commercial standards of fair dealing; and (xiii) references to “**Business Day**” means any day other than a Saturday, Sunday or Federal Holidays listed at www.usa.gov/holidays.
2. Purchase and Sale of Electricity. Upon and subject to the terms and conditions of this Agreement, Purchaser shall purchase from Solar Company, and Solar Company shall sell to Purchaser, all of the electric energy generated by the Solar Facilities during the Initial Term and each Additional Term (collectively the “**Term**”) up to 105% of the annual Expected Energy (defined below). As used herein, “**Expected Energy**” means, for any period, an estimate of the net electrical output of the Solar Facilities, expressed as kWh, that the Solar Facilities can deliver to Purchaser with a probability of occurrence of 50% for such period, other than during any period of scheduled outages or other Excusable Event, based on the forecasted weather and other ambient conditions of the Premises during such period, and established by a PV Syst report to be provided by Solar Company. The Expected Energy of the Solar Facilities as of the date of this Agreement is outlined on **Exhibit 1**.

Electric energy generated by the Solar Facilities will be delivered to Purchaser at the Delivery Point identified on **Exhibit 2**. Purchaser shall take title to the electric energy generated by the Solar Facilities at the Delivery Point. The Parties acknowledge that Purchaser’s electric energy requirements at the Premises may exceed the output of the Solar Facilities, and in such event, Purchaser may purchase electric energy for the Premises from other sources. Any purchase, sale or delivery of electric energy generated by the Solar Facilities prior to the Commercial Operation Date shall be treated as purchase, sale or delivery of limited amounts of test energy only and shall not indicate that the Solar Facilities has been put in commercial operation. Purchaser may not resell any of the electrical energy generated by the Solar Facilities other than (a) through its participation in a net metering, RES-BCT program or similar arrangement with the electric distribution company that provides electric services to the Premises (the “**Utility**”) or (b) to the tenants of the Premises, if and to the extent allowed under applicable laws.
3. Term.
 - a. Initial Term. This Agreement is effective as of the Effective Date. The Initial Term of this Agreement shall commence on the Commercial Operation Date and continue for the length of time specified in the Basic Terms, unless earlier terminated as provided for in this Agreement (“**Initial Term**”). The “**Commercial Operation Date**” means the date set

forth in a notice from Solar Company to Purchaser that construction of the Solar Facilities is complete, has satisfied conditions for interconnection with the electrical network, and has commenced or is ready to commence regular commercial operation.

- b. Additional Terms. Solar Company has the sole option to extend this Agreement (provided Solar Company is not then in default of this Agreement) for an additional five-year period after the end of the Initial Term by providing written notice of such extension at least 90 days and not more than 180 days prior to the expiration of the Initial Term to the General Manager of Purchaser. If either Party desires to extend this Agreement beyond the first Additional Term, such Party shall deliver written notice to the other Party at least 90 days and not more than 180 days prior to the expiration of the then-effective Term, and if both Parties agree, this Agreement may be extended for an additional five-year period. The exercise of any Additional Term under this Agreement shall also extend the term of the Lease by the same period.
- c. Coterminous with Lease. Solar Company and Purchaser have entered into the Lease. Notwithstanding anything contained herein, in no event will the Term of this Agreement extend beyond the term of the Lease and this Agreement shall automatically terminate upon the earlier of expiration or termination of the Lease.
- d. Excused Performance. In the event and for so long as Solar Company, prevented from constructing or operating the Solar Facilities by reason of an Excusable Event, then performance of Solar Company's obligations to the extent affected by such Excusable Event shall be excused for the applicable period; *provided that*, without limitation of the affected Party's obligations pursuant to **Section 17**, Solar Company and Purchaser shall meet and confer seeking to cooperate to resolve the issue giving rise to such Excusable Event and, use commercially reasonable efforts to mitigate or remedy the Excusable Event. The Term (and the underlying milestone dates, as applicable) shall be extended by the duration of the Excusable Event (including, if applicable, the time required to return the Solar Facilities to full operability and performance as a result of the Excusable Event). If the Excusable Event delays Solar Company's performance hereunder or under the Lease by more than 12 months, then either Party may terminate this Agreement by giving not less than 60 calendar days' prior written notice to the other Party. As used herein, "**Excusable Event**" means any of the following that are not within the reasonable control of Solar Company (i) Force Majeure event, (ii) Unexpected Premises Conditions, (iii) Change in Law, or (iv) delay obtaining any Utility approval or permit provided that Solar Company has used commercially reasonable efforts to obtain such approvals or permit.

4. Billing and Payment.

- a. Monthly Charges. Purchaser shall make monthly payments in arrears for energy equal to (i) the rate for the applicable Contract Year as shown in **Exhibit 1** (the "**Energy Rate**") multiplied by (ii) the aggregate kWh of energy delivered to the Delivery Point from the Solar Facilities during the applicable month, as measured by the Solar Facilities meter, plus the amount of any Deemed Delivered Energy. The invoiced amounts shall also include taxes applicable to the sale and delivery to or consumption by Purchaser of the electricity (except as payable by Solar Company under **Section 4.c.**). "**Contract Year**" means each 12-month period beginning at 12:00 AM local time on the Commercial Operation Date, and on each subsequent annual anniversary of the Commercial Operation Date, and ending at 11:59:59 PM local time on the day immediately preceding the next annual anniversary of the Commercial Operation Date.
- b. Monthly Invoices. Solar Company shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electric energy produced by the Solar Facilities and delivered to the Delivery Point (or deemed delivered as provided herein) during the

applicable period, (ii) the Energy Rate applicable thereto, (iii) other amounts then due and payable by Purchaser hereunder, if any, and (iv) the total invoiced amount.

- c. **Taxes.** Purchaser shall be responsible for and pay all legally imposed Taxes that are assessed, levied or otherwise charged against or relating to the fee title to the Premises and all of Purchaser's improvements thereon (not including the Solar Facilities) as well as any applicable State, county, municipal and other local Taxes arising out of the purchase and sale of electricity hereunder, it being understood that Purchase is generally exempt from such taxes. Solar Company shall be responsible for Taxes related to (i) the Lease and other rights of use granted to Solar Company pursuant to the Lease [including possessory interest and similar taxes] and (ii) the purchase and importation of materials and components of the Solar Facilities and property taxes assessed, levied, or otherwise charged against or relating to the Solar Facilities. For purposes of this **Section 4.c**, "**Taxes**" means any and all license, documentation, recording and registration fees, and all taxes (including income, gross receipts, sales, use, personal property (tangible and intangible), real estate, [possessory interest,] excise and stamp taxes), levies, tariffs, imposts, duties, assessments, fees, charges, and withholdings of any nature whatsoever, whether or not presently in existence or hereafter adopted, assessed or enforced, together with all penalties, fines, sanctions, additions to tax, or interest thereon, in each case imposed by any Governmental Authority. For the avoidance of doubt, each Party shall be responsible for all applicable Taxes payable on its revenues and income, if any, it being understood that as a government agency Purchaser is generally exempt from taxes.
- d. **Payment Terms.** All amounts due under this Agreement to Solar Company shall be due and payable by Purchaser to Solar Company on or before the date that is 30 calendar days after Purchaser's receipt of Solar Company's invoice. Any undisputed portion of the invoice amount not paid within the 30-day period shall accrue interest at the annual rate of ten percent (10%) per annum for each day that the undisputed portion of the invoice remains unpaid, but not to exceed the maximum rate permitted by applicable law. The Parties shall use good-faith efforts to resolve between them any disputes as to payments, and failing resolution, disputes shall be resolved in accordance with **Section 16**.

5. **Environmental Attributes and Tax Incentives.**

Purchaser shall own all Environmental Attributes attributable to the purchase of electric energy generated by the Solar Facilities. The delivery and sale of electricity to Purchaser under this Agreement does not include the right to Tax Incentives or any other incentives, products or services associated with the ownership, or operation or output of the Solar Facilities (other than, for the avoidance of doubt, net metering or similar credit programs offered by the Utility), all of which, as between Solar Company and Purchaser, shall be owned by Solar Company. Purchaser shall cooperate with Solar Company in obtaining, securing and transferring the benefit of all Tax Incentives. Any reasonable out-of-pocket costs that Purchaser incurs in connection with such cooperation shall be paid or reimbursed by Solar Company within 30 calendar days after request from Purchaser.

As used in this Agreement:

- a. **"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Solar Facilities, the production of electrical energy from the Solar Facilities, including electricity from a Solar Facilities storage component, and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases

(GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and renewable energy credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Incentives. Without limiting the generality of the foregoing, Environmental Attributes include voluntary or statutory carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, and tradeable renewable credits.

- b. **“Governmental Authority”** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission and any state public utility commission that regulate sales of electric power in connection with the Solar Facilities), or any arbitrator with authority to bind a Person at law.
- c. **“Tax Incentives”** means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits, (d) tax exemptions or abatements, and (e) similar tax credits or grants under federal, state or local law relating to the construction, ownership, existence, production or storage of energy from the Solar Facilities, including any available under the Inflation Reduction Act of 2022, as it may be amended or modified.

6. Obligations.

- a. Solar Company is obligated to install the Solar Facilities per the Specifications attached as **Exhibit 5**, as they may be revised from time to time by Solar Company with the consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed.
- b. Conditions to the Obligations of Both Parties. Solar Company's obligation to install the Solar Facilities and sell electric energy generated by the Solar Facilities to Purchaser, and Purchaser's obligation to purchase such electric energy, are conditioned on the completion or waiver (in a Party's reasonable discretion) of the following conditions:
 - i. The Lease shall have been executed by the parties thereto and be in full force and effect;
 - ii. A memorandum of the Lease shall have been recorded in the applicable land records if Solar Company has elected to do so in its capacity as Lessee under the Lease;
 - iii. Purchaser and Solar Company, as applicable, shall have executed and delivered all necessary agreements with the Utility for interconnection of the Solar Facilities to the Premises electrical system or the Utility's electric distribution system, or both;
 - iv. Each of Purchaser and Solar Company shall have received all consents, in form and substance satisfactory to each Party, to enter into and perform its obligations under this Agreement that are required from any Person, including a Party's lenders and mortgagees. As used in this Agreement, **“Person”** means any individual, partnership, joint venture, company, corporation, limited liability

- company, limited duration company, limited life company, association, trust or other entity or organization;
- v. Solar Company shall have obtained all zoning, land use, environmental, building and other permits from the applicable Governmental Authority required for Solar Company to install, construct, interconnect and operate the Solar Facilities and perform its obligations under this Agreement; and
 - vi. Receipt of written confirmation, in form and substance satisfactory to Solar Company and Purchaser, from any Person (other than Purchaser) holding the fee interest in, or a mortgage, lien or other contractual encumbrance, over the Premises that could result in such Person taking ownership or possession of the Premises, or any portion thereof, that such Person consents to and will recognize Solar Company's rights to the Solar Facilities and under this Agreement and the Lease.
 - vii. Each Party shall respond to formal Requests for Information (RFIs) from the other Party for any review, consent or approval required under this Agreement within 15 calendar days of receipt of such request. If a response to any such request is not received within 15 calendar days of such request, such request shall be deemed to have been approved.
- c. Conditions to Solar Company's Obligations. In addition, Solar Company's obligation to install the Solar Facilities and sell electric energy generated by the Solar Facilities to Purchaser are conditioned on the completion to Solar Company's satisfaction (or waiver by Solar Company in its reasonable discretion) of the following conditions:
- i. Solar Company shall have completed a physical inspection of the Premises and any additional analysis Solar Company desires and deems necessary to confirm the suitability of the Premises for the Solar Facilities, including, if applicable, environmental reviews, structural engineering, wetland and habitat studies, meteorological studies, and geotechnical reviews, within 90 days after the Trigger Date (as defined below).
 - ii. Solar Company shall have received a copy of all legal descriptions, data and drawings, environmental studies, reports, tests, inspections, and other documents related to the Premises condition in Purchaser's possession or control, within 30 calendar days after the Effective Date.
 - iii. Solar Company shall have received all approvals required to construct the Solar Facilities at the Premises;
 - iv. Solar Company shall have entered into an agreement with a contractor for the design, construction and installation of the Solar Facilities;
 - v. Solar Company shall have received results, satisfactory to Solar Company, of a recent Uniform Commercial Code lien search and real property search with respect to the Premises;
 - vi. Solar Company shall have obtained confirmation from the applicable Governmental Authority that Solar Company will receive all applicable Tax Incentives;
 - vii. Solar Company shall have received confirmation of the eligibility of the Solar Facilities for net metering from the Utility if net metering will be sought;
 - viii. Solar Company shall have obtained such other information or completed such other matters, including an analysis of Purchaser's historical electricity

- consumption and confirmation of economic feasibility, as are reasonably consistent with Good Solar Industry Practices prior to mobilizing for construction of the Solar Facilities;
- ix. Purchaser shall have delivered to Solar Company proof of insurance required to be maintained by Purchaser (as Landlord) in accordance with the Lease; and
 - x. Purchaser shall have delivered to Solar Company the subordination, non-disturbance and attornment agreement required under **Section 8.g**.
- d. Conditions Satisfaction. As used in this Agreement, “**Trigger Date**” means the date that is the later of (i) the Effective Date, (ii) the date the fully executed subordination, non-disturbance and attornment agreement contemplated by **Section 6.c.xi** is delivered to Solar Company, and (iii) the date on which Solar Company has received a copy of all legal descriptions, data and drawings, environmental studies, reports, tests, inspections and other documents related to the condition of the Premises that are in Purchaser’s possession and control. The Parties shall work together in good faith and use commercially reasonable efforts to satisfy all conditions set forth in **Section 6.a**, **Section 6.b**, and **Section 6.c** in a timely manner, and Solar Company shall use its commercially reasonable efforts to satisfy the conditions set forth in **Section 6.c** that are within its control on or before the date that is 90 days after the Trigger Date. Solar Company shall provide written notice to Purchaser when both (i) the conditions to Solar Company’s and Purchaser’s obligations set forth in **Section 6.b** have been satisfied by the applicable Party or waived by both Parties, and (ii) Solar Company’s conditions in **Section 6.c** have been satisfied or waived by Solar Company (the date of such notice, the “**Conditions Satisfaction Date**”). Solar Company shall also provide written notice to Purchaser of the date on which Solar Company expects to begin installation of the Solar Facilities. If any of the conditions listed above are not satisfied by the Anticipated Installation Commencement Date set forth in the Basic Terms, the Parties shall use good faith efforts to negotiate a later date for the satisfaction of the conditions, or, if the Parties are unable to negotiate such new dates within 30 days after the Anticipated Installation Commencement Date, either Party may terminate this Agreement following not less than 10 Business Days prior written notice to the other Party.
- e. Construction Related Termination. If Solar Company determines in its sole discretion to not enter into an agreement with a contractor for the design, construction and installation of the Solar Facilities within the 30 days after the Effective Date, Solar Company shall promptly notify Purchaser thereof and either Party may terminate this Agreement with immediate effect upon written notice to the other Party and without any liability by reason of such termination and the Lease shall also terminate.
- f. Commencement Related Termination. If the Solar Facilities has not achieved its Commercial Operation Date within 12 months after the Anticipated Commercial Operation Date (as extended by an Excusable Event), then either Party may terminate this Agreement with not less than 10 Business Days prior written notice to the other Party given on or before the date the Solar Facilities achieves the Commercial Operation Date, and without any liability by reason of such termination. In such event, Solar Company will remove the Solar Facilities in accordance with Section 4.4 of the Lease and the Lease shall also terminate
- g. Lease Related Termination. In the event that the Lease is terminated for any reason, this Agreement shall be immediately terminated; *provided that* such termination shall not relieve Purchaser or Solar Company of any liability that arises out of the Lease or out of this Agreement prior to the termination hereof, including any Damages arising out of any events that caused the termination of the Lease or under **Section 11** with respect to termination of this Agreement.

7. Solar Company's Rights and Obligations.

- a. Solar Facilities Design and Finalization. Solar Company shall be responsible for the design and engineering of the Solar Facilities and procurement of all Solar Facilities components.
- b. Net Metering. Solar Company shall use commercially reasonable efforts to facilitate Purchaser's inclusion in the current Utility net metering program and, with respect to the NEM2.0 sites that are identified on **Exhibit 7**, shall use its commercially reasonable efforts to obtain permission to operate such sites from the Utility on or before April 14, 2026.
- c. Solar Facilities Construction; Progress Reports. Solar Company shall cause its construction contractor to construct the Solar Facilities in a good and workman like manner in accordance with Good Solar Industry Practices. As used in this Agreement, "**Good Solar Industry Practices**" means those practices, methods, equipment, specifications and standards of safety and performance, as to which there may be more than one, and as the same may change from time to time, as are commonly applied in connection with solar photovoltaic energy systems of a type and size similar to the Solar Facilities and in the same geographic region as the Premises that, in the exercise of reasonable judgment in light of the facts known at the time of determination, would be expected to result in an outcome consistent with applicable law, reliability, safety, economy, and efficiency.
- d. Bonds. Solar Company shall provide Purchaser with bonds or evidence of bonds as follows: Performance bond with corporate surety or sureties satisfactory to Purchaser said performance bond being for not less than [100% of the total contract price for the Solar Facilities]. A labor and materials payment bond being for not less than [100% of the total contract price for the Solar Facilities].
- e. Unexpected Premises Conditions. If, [prior to the Anticipated Installation Commencement Date,] after Solar Company has conducted reasonable due diligence and inspection of the Premises, Solar Company incurs material delays or material additional costs to modify the design, construct, install or maintain the Solar Facilities due to (i) reasonably unforeseen conditions at the Premises (such as unforeseen shading) or as a result of the acts or omissions of Purchaser or third parties that could not have been reasonably determined from such due diligence and inspection, (ii) unforeseen groundwork at the site (including excavation/circumvention of underground obstacles), (iii) unknown Hazardous Substances at the Premises, or (iv) the inaccuracy of any information provided by Purchaser and relied on by Solar Company (collectively, "**Unexpected Premises Conditions**"), then the Parties shall first agree to the validity of the unexpected nature of the condition. If the Parties are unable to agree upon the unexpected nature of the condition, a third party, agreeable to both Parties and whose compensation shall be evenly divided between the Parties, shall render a professional opinion on the unexpected nature of the condition to be accepted by both Parties. The Parties shall then utilize the adjustment to the Energy Rate as included in **Exhibit 1**, schedule and other terms of this Agreement to compensate for the delays or costs incurred by Solar Company arising from such conditions. If the Parties are unable to agree on such an equitable adjustment within 60 calendar days thereafter, Solar Company may terminate this Agreement and the Lease upon 10 Business Days prior written notice to Purchaser without any liability by reason of such termination other than to comply with its removal obligations under the Lease, if applicable. For clarity, failure to reach agreement on an adjustment to the Energy Rate, schedule and other terms of this Agreement shall not be construed as a breach of a Party's obligation to negotiate in good faith. If Solar Company does not exercise its termination right under this **Section 7.d**, this Agreement shall remain in effect on the terms set forth herein.

- f. Solar Facilities Status Notice. Solar Company shall notify Purchaser within 24 hours following Solar Company's discovery of (i) any material malfunction in the operation of the Solar Facilities, or (ii) an interruption in the supply of electrical energy from the Solar Facilities. Purchaser and Solar Company shall each designate personnel and establish procedures such that each Party may contact the other in connection with the Solar Facilities operations, including personnel to contact 24 hours a day in case of an emergency.
- g. Solar Facilities Maintenance. Solar Company is obligated to maintain the Solar Facilities in good working order in accordance with Good Solar Industry Practice.
- h. Solar Facilities Repair. Solar Company is obligated to repair the Solar Facilities in a timely fashion. Solar Company shall attempt to identify operating issues via the Solar Facilities DAS within 24 hours. If the malfunction cannot be identified via the DAS, Solar Company will schedule an onsite maintenance visit within 10 Business Days. Any materials that are not operational upon the completion of the onsite visit will be ordered within five additional Business Days. Repairs will be completed as expeditiously as reasonably possible but in no more than 10 Business Days after identifying the issue or receiving the necessary materials (whichever is later). Output at a level less than 90% of Expected Energy for a 12-month period is considered a malfunction. Solar Company shall use its commercially reasonable efforts to complete repairs that are reasonably requested by Purchaser for aesthetic reasons within 10 Business Days after receipt of Purchaser's request.
- i. Reporting. Following the Commercial Operation Date, Solar Company will provide annual system output performance reports and annual system O&M reports to Purchaser on a monthly basis.
- j. Maintenance Outages. Purchaser acknowledges that pursuant to Good Solar Industry Practices, the Solar Facilities may from time to time be partially or fully shut down for maintenance or repair or if required by the Utility or any Governmental Authority. Solar Company will provide Purchaser with prior notice of any scheduled Solar Facilities outage for maintenance or repair that is expected to be longer than one day, and will provide Purchaser with notice as soon as practicable of any unscheduled outage that continues for more than one day.
- k. Use of Contractors and Subcontractors. Solar Company may engage contractors and subcontractors to perform its obligations under this Agreement, *provided, that* such contractors and subcontractors shall be licensed in accordance with applicable law and comply with the applicable provisions of this Agreement. Solar Company shall remain responsible for its obligations hereunder and the work performed by its contractors and subcontractors.
- l. Warranty Disclaimer. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE WARRANTIES AND COVENANTS EXPRESSLY STATED IN THIS AGREEMENT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM REGARDING DEFECTS IN WORKMANSHIP OR ANY SOLAR FACILITIES EQUIPMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- m. Cost Assumption Diligence. For the 90 calendar day period following the Trigger Date, Solar Company may diligence and assess the risk factors set forth below to analyze whether in light of these risk factors, projected costs of constructing and operating the

Solar Facilities are consistent with Solar Company's expectations as of the Effective Date. If following this analysis and during such 90 calendar day period, Solar Company determines that projected costs materially differ from its expectations as of the Effective Date, the Parties will negotiate in good faith modifications to the commercial terms of this Agreement to preserve to the extent possible the original intent of this Agreement and, if no agreement is reached, Solar Company shall have the right to terminate this Agreement. The risk factors to be diligenced by Solar Company include: sub surface or soil conditions that are significantly different than what has been disclosed to Solar Company by Purchaser in sample geotechnical reports delivered prior to the Effective Date; zoning/ FEMA flood plane related changes; code changes or changes in interpretation of the code by AHJ; Electrical, Building, Mechanical, Civil or Fire; Regulation changes (Utilities etc.); Utility or POI related upgrades; other Governmental Authorities caused changes - Zoning, Planning, Environmental etc.; title related - easements crossing. The risk factors to be diligence under this **Section 7.1** do not include changes to the Inflation Reduction Act, or Solar Company's ability to receive Tax Incentives the receipt of which was assumed by Solar Company to calculate the PPA rates in **Exhibit 1**.

8. Purchaser's Additional Rights and Obligations.

- a. Cooperation. Purchaser shall cooperate with Solar Company's reasonable requests for information and access to the Premises for purposes of designing and installing the Solar Facilities.
- b. Deemed Delivery. Except (i) in the case of a Force Majeure and (ii) where Purchaser undertakes any maintenance, repair, replacement, or other activities on the Premises (including roof repair and replacement) that requires temporary disconnection of the Solar Facilities or any portion thereof, and such disconnection, displacement or relocation of the Solar Facilities continues for a period less than an aggregate of 48 daylight hours during any Contract Year, failure of the Premises to accept energy produced by the Solar Facilities and required to be purchased by Purchaser hereunder for any reason will not excuse Purchaser from paying Solar Company the Energy Rate for electricity that, in Solar Company's reasonable estimation made as described below, could have been delivered from the Solar Facilities to the Delivery Point ("**Deemed Delivered Energy**"). Solar Company's estimate of lost energy production for purposes of determining the Deemed Delivered Energy will be based on historical energy delivery by the Solar Facilities during the same period in the prior 24 months, or, if such historical data is not available, then as modeled energy delivery by the Solar Facilities during the same period, corrected to the applicable meteorological conditions, and any other relevant information customarily used in such estimations, consistent with Good Solar Industry Practices. Any removal, storage and reinstallation of the Solar Facilities will be done under Solar Company's supervision. In addition, Purchaser shall pay or reimburse Solar Company's costs to remove, store and reinstall any portion of the Solar Facilities that is required to be removed in connection with Purchaser's maintenance.
- c. Net Metering and RES-BCT. If Purchaser participates in a metering program necessary for Solar Company to deliver electricity to Purchaser from the Solar Facilities, Purchaser and Solar Company shall execute all documentation required for such metering and interconnection, and take reasonable action to comply with the requirements for such metering and interconnection. Purchaser shall own the benefits from the applicable metering program.
- d. Data Line. Purchaser shall provide Solar Company high speed internet data access to enable Solar Company to receive and monitor data regarding the Solar Facilities, including energy load and output data and access to the Meter Data. Solar Company shall

pay any reasonable data charges related to Solar Company's usage of such data line.

- e. Breakdown Notice. Purchaser shall notify Solar Company within 24 hours following the discovery by Purchaser of (i) any material malfunction in the operation of the Solar Facilities, or (ii) any occurrences that could reasonably be expected to adversely affect the Solar Facilities. Purchaser shall notify Solar Company promptly when it becomes aware of (i) an interruption in the supply of electrical energy from the Solar Facilities, or (ii) the discovery of an emergency condition affecting the Solar Facilities. Solar Company shall provide and update appropriate contact information to Purchaser.
- f. OSHA Compliance. To the extent applicable, each of Purchaser and Solar Company will comply with all applicable health and safety laws in connection with its obligations under this Agreement.
- g. SNDA. Purchaser shall deliver to Solar Company a subordination, non-disturbance and attornment agreement (substantially similar to the form attached as **Exhibit 6**) in form and substance reasonably satisfactory to Solar Company and Purchaser, executed by all of Purchaser's lenders and mortgagees holding alien on the Premises, within 30 days after the Effective Date.
- h. Permit Authorizations. Purchaser shall [using its legal discretion] self-certify and approve any permits that are required to be obtained by Solar Company in connection with construction and operation of the Solar Facilities that are within Purchaser's legal jurisdiction, no later than 15 days after final Specifications have been submitted to Purchaser.

9. Change in Law.

- a. Definition of Change in Law. As used in this Agreement, "**Change in Law**" means that, after the Effective Date, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law, or there is a material change in the interpretation of an Applicable Law by any Governmental Authority; provided, however, that "Change in Law" does not include changes in federal or state income tax laws, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation). As used in this Agreement, "**Applicable Law**" any and all domestic or foreign statutes, laws (including common and civil law), treaties, codes, ordinances, conventions, rules, regulations, permits, restrictions or by-laws (zoning or otherwise), including judgments, orders, writs, injunctions, decisions, directions, determinations, rulings, decrees, or awards of a court, each as applicable to any given person, or its property, or any given transaction or event at the applicable time and, whether or not having the force of law, and any and all published regulatory rulings, interpretations, guidelines, requirements or directives, or other legislative or administrative acts of any relevant technical organization or any Governmental Entity that has or purports to have authority over that person, its property, or such transaction or event at the applicable time.
- b. Remedies. If a Change in Law makes material performance hereunder by either Party a material violation of any applicable law or regulation or materially increases a Party's costs under this Agreement, in each case so as to effect a frustration of purpose of this Agreement, then the Parties shall negotiate in good faith to implement any amendments to this Agreement in order to substantially maintain the respective benefits and burdens of the Parties hereunder. If the Parties are unable to reach an agreement on equitable adjustments to this Agreement after 60 days of discussions, the affected Party may terminate this Agreement and the Lease upon 10 days advance written notice to the other Party. If the

terminating Party is Purchaser, Purchaser shall pay Fair Market Value and be responsible for the costs of removal of the Solar Facilities, and (ii) if the terminating Party is Solar Company, Solar Company shall be responsible for the costs of removal of the Solar Facilities.

10. Metering, Measurement and Ownership of Data.

- a. Metering and Measurement. Solar Company shall install one or more revenue grade bidirectional meters (the “**Solar Company Meter**”), as Solar Company deems appropriate, at or immediately before the Delivery Point to measure the net delivered output of the Solar Facilities. The Solar Company Meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Solar Company shall maintain the Solar Company Meter in accordance with industry standards. If the Solar Company Meter’s operation is interrupted at any time for any reason, or is found to be inaccurate and in need of repair or replacement, Purchaser will be charged for electricity delivered during such interruption or inaccuracy calculated in a manner consistent with the calculation of Deemed Delivered Energy in **Section 8.b.**
- b. Ownership of Meter Data. Solar Company and Purchaser shall own all data generated by the Solar Company Meter (the “**Meter Data**”). Solar Company shall provide Purchaser access to the Meter Data in 15-minute increments within ten Business Days following Solar Company’s receipt of written request from Purchaser to do so. Each of Solar Company and Purchaser may copy, reproduce, alter, aggregate, use, distribute and make available to third parties Meter Data for its respective compliance and business purposes, including for research and development, data analysis, marketing, and to improve, develop and offer new products and services.

11. Default and Remedies; Termination.

- a. Default. As to the applicable Party, the occurrence of any of the circumstances listed below shall be deemed an event of default by such Party (such Party, “**Defaulting Party**”) and each event of default shall be an “**Event of Default**”:
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within 30 calendar days following receipt of written notice from the other Party (the “**Non-Defaulting Party**”) of such failure to pay;
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within 30 calendar days following receipt of written notice from the Non-Defaulting Party demanding such cure; *provided, that* such 30 calendar day cure period shall be extended (but not beyond an aggregate of 90 calendar days) if and to the extent reasonably necessary to cure such obligation, and if (A) the Party failing to perform has initiated and is and continues to diligently pursue such cure and (B) no material adverse effect on the Non-Defaulting Party resulting from such failure to perform has occurred or is reasonably likely to occur during such period, including in connection with the financing of the Solar Facilities;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within 30 days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors,

or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;

- v. with respect to Purchaser, a Breach (as defined in the Lease) by Landlord has occurred and is continuing or with respect to Solar Company, a Breach by Solar Company as defined in the Lease has occurred and is continuing and in each case subject to any cure period in the Lease;
- vi. Purchaser fails to provide Solar Company, or its permitted assignees, with reasonable access to, on, over, under and across the Premises pursuant to the Lease for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the Solar Facilities; or (b) performing all of Solar Company's other obligations under this Agreement and exercising any rights under the Lease;
- vii. With respect to the sites identified on **Exhibit 7**, Solar Company, solely as a result of Solar Company's or its contractor's fault, fails to meet the April 14, 2026 commissioning deadline required to participate in California's Net Energy Metering (NEM) 2.0, allowing for up to 30 days of delays that are not caused by the actions (or failure to act) of Solar Company or its contractors;
- viii. Actual Generation (as defined in **Exhibit 4**) by the Solar Facilities is not at least 90% of Guaranteed Electricity Production (as defined in **Exhibit 4**); and
- ix. Solar Company assigns this Agreement other than in accordance with **Section 19.1**.

b. Remedies.

- i. Remedies for Defaults. Without limitation of the foregoing, during the continuation of an Event of Default that has had or is reasonably likely to have a material adverse effect on the Non-Defaulting Party, the Non-Defaulting Party may terminate this Agreement or suspend performance of its obligations under this Agreement with not less than five Business Days prior written notice to the Defaulting Party. Subject to the limitations herein, the Parties may exercise their rights and remedies under this Agreement and at law or in equity in connection with any breach of this Agreement or Event of Default, whether or not this Agreement is terminated by reason of such Event of Default. In addition:
 - (1) If Purchaser is the Defaulting Party, then Solar Company may suspend delivery of electricity from the Solar Facilities. Solar Company acknowledges and agrees that Solar Company and its Representatives will not take any action hereunder causing the Utility to be unable to provide electricity to Purchaser or the Premises.
 - (2) The provisions of the Performance Guarantee attached as **Exhibit 4** are Purchaser's sole and exclusive remedy for an Event of Default by Solar Company under **Section 11.a.viii**.
- ii. Solar Company Additional Remedies Upon Termination for Purchaser Default. In addition to the remedies set forth in **Section 11.b.i**, if Purchaser is the Defaulting Party and Solar Company terminates this Agreement as provided herein, then:
 - A if the termination date is prior to the Commercial Operation Date, Purchaser shall pay to Solar Company all of Solar Company's documented out-of-pocket costs and expenses reasonably incurred and

accrued through the date of termination, including Solar Company's costs of due diligence and development costs and any procurement and installation work on the Solar Facilities incurred through the date of termination; and

- B. if the termination date is on or after the Commercial Operation Date, Solar Company may, in its sole discretion, demand that Purchaser pay an amount equal to the greater of Fair Market Value and the applicable termination payment to Solar Company as shown in **Exhibit 3** (the "**Termination Payment**") for the applicable Contract Year, such payment (A) to be made to Solar Company within 60 calendar days after Solar Company's demand (it being understood that title and ownership to the Solar Facilities shall remain with Solar Company or its permitted assignee) and (B) once made, but without limitation of Purchaser's obligations under **Section 14** in respect of the claims of third parties, and notwithstanding **Section 11.b.i**, shall be Solar Company's exclusive remedy for such Event of Default.

- iii. Purchaser Remedy Upon Solar Company Default Under **Section 11.a.vii**. Prior to the Commercial Operation Date, Solar Company shall deliver to Purchaser a letter of credit or surety bond with respect to each site identified on **Exhibit 7** in an amounts calculated as set forth on **Exhibit 7** (collectively, the "**Security Bond**"), to compensate Purchaser for an Event of Default by Solar Company under **Section 11.a.vii**. If there is an Event of Default under **Section 11.a.vii**, then as Purchaser's sole and exclusive remedy for such Event of Default, Purchaser may draw from the Security Bond the then-current amount of the Security Bond.

The Parties acknowledge that actual damages in the event this Agreement terminates prior to the expiration of the Term as the result of an Event of Default would be difficult to ascertain, and payment of the amount contemplated in **Section 11.b.ii** and **Section 11.b.iii** is a reasonable approximation of the damages suffered by the other Party as a result of early termination of this Agreement and is not a penalty. Payment hereunder shall not be less than zero. Each Party acknowledges and agrees that the other Party and its Representatives will not take any action hereunder causing the Utility to be unable to provide electricity to Purchaser.

c. Successor Owner.

- i. If Purchaser plans to sell or otherwise transfer ownership of its interest in the Premises or this Agreement to any Person (the "**Successor Owner**"), then Purchaser shall give Solar Company not less than 30 days prior notice of the date of such transfer, and on the date of such transfer, this Agreement will be assigned to the Successor Owner and (i) the Successor Owner must accept assignment of this Agreement and assume the obligations of Purchaser in a writing that is enforceable by Solar Company, and (ii) the Lease will be duly assigned to the Successor Owner or its Affiliate simultaneously with this Agreement with such assignment in written recordable form that Solar Company is duly authorized by the Successor Owner to record in the applicable land records. From and after the effective date of such assignments, Purchaser shall have no further liability under this Agreement, other than as to matters arising or accruing prior to the effective date of such assignments.
- ii. If Solar Company plans to sell or otherwise transfer ownership of its interest in the Project or this Agreement to any Person, then Solar Company shall give Purchaser not less than 30 calendar days prior notice of the date of such transfer, and on the date of such transfer, this Agreement will be assigned to the successor

owner and (i) the successor owner must accept assignment of this Agreement and assume the obligations of Solar Company in a writing that is enforceable by Purchaser, and (ii) the Lease will be duly assigned to the successor owner or its Affiliate simultaneously with this Agreement with such assignment in written recordable form that the successor owner is duly authorized to record in the applicable land records. From and after the effective date of such assignments, Solar Company shall have no further liability under this Agreement, other than as to matters arising or accruing prior to the effective date of such assignments.

12. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other Party the following as of the Effective Date and the Conditions Satisfaction Date:
 - i. Organization; Authority; Enforceability. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement has been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and does not violate any applicable law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as maybe limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Approvals; Compliance with Laws. Except as are to be obtained in connection with performance of this Agreement, such Party has obtained all permits, licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement, and such Party is in compliance with all laws (including Environmental Laws) that relate to this Agreement in all material respects.
- b. Purchaser's Additional Representations and Warranties. Purchaser represents and warrants to Solar Company the following as of the Effective Date and the Conditions Satisfaction Date:
 - i. Consents and Approvals; Ownership of Premises and Other Agreements. (A) Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under or requires any consent or approval under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Premises is bound; (B) there are no leases or other third party rights to the Premises that would preclude Solar Company from installing and operating the Solar Facilities and selling electricity produced by the Solar Facilities to Purchaser; and (C) there are no title-related or zoning restrictions on installation or use of solar panels on the Premises to generate electricity.
 - ii. Accuracy of Information. The information prepared by Purchaser and delivered to Solar Company in connection with the Premises, Purchaser's planned use of the Premises, and Purchaser's estimated electricity requirements, is accurate in all material respects; *provided that* any portion of such information that is based on information provided to Purchaser from third parties is, to Purchaser's actual knowledge, accurate in all material respects.
 - iii. Purchaser Status. Purchaser is not in the business of being a public utility or a public utility holding company and is not subject to regulation as a public utility

or a public utility holding company.

- iv. No Pool Use. No electricity generated by the Solar Facilities will be used to heat a swimming pool.
- v. Hazardous Substances. Except as has been disclosed to Solar Company in writing, to Purchaser's knowledge, there are no Hazardous Substances that exist on or under the Premises that would impede installation or operation of the Solar Facilities.
- c. Solar Company's Additional Representations and Warranties. Solar Company represents and warrants to Purchaser the following as of the Effective Date and the Conditions Satisfaction Date:
 - i. Other Agreements. Neither the execution and delivery of this Agreement by Solar Company nor the performance by Solar Company of any of its obligations under this Agreement conflicts with or will result in a breach or default under (or requires any consent or approval under) any agreement or obligation to which Solar Company is a party or by which Solar Company is bound, other than, in the case of required consents, (a) such consents as have been obtained and are in full force and effect and good standing and (b) consents and approvals that are to be obtained in connection with performance of this Agreement.

13. Ownership; Option to Purchase.

- a. Option to Purchase. At the end of the 6th Contract Year, 12th Contract Year, and at the end of the Initial Term and the end of each Additional Term (each such date a "**Purchase Option Date**"), so long as Purchaser is not in default under this Agreement or the Lease, Purchaser may purchase the Solar Facilities from Solar Company (i) at the end of the 6th Contract Year and 12th Contract Year, for a purchase price equal to the greater of the Termination Payment as of such Purchase Option Date and the Fair Market Value of the Solar Facilities as of such Purchase Option Date, and (ii) at the end of the Initial Term and any Additional Term, for Fair Market Value of the Solar Facilities as of such Purchase Option Date. Purchaser shall notify Solar Company of its intent to purchase the Solar Facilities at least 90 calendar days and not more than 240 calendar days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date. As of such purchase, (i) Solar Company shall transfer to Purchaser or its Affiliate good and marketable title to the Solar Facilities and shall assign to Purchaser or such Affiliate any third party warranties in respect of the Solar Facilities then in effect, (ii) this Agreement shall thereupon terminate, (iii) the Lease shall thereupon terminate, and (iv) Purchaser shall assume responsibility for the Solar Facilities. Following the purchase, Solar Company shall have no further liabilities or obligations hereunder other than obligations arising prior to such termination.
- b. Determination of Fair Market Value. As used in this Agreement, "**Fair Market Value**" means the amount that would be paid 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, taking into account, among other things, (i) the age, condition and performance of the Solar Facilities, *provided that* equipment shall be valued on an installed basis, shall not be valued as scrap, and shall be valued without the costs of removal from a current location, and (ii) the remaining useful life of the Solar Facilities, including the expected price of electricity, Environmental Attributes, and Tax Incentives and the terms and conditions of this Agreement. If the Parties are unable to agree on the Fair Market Value of the Solar Facilities, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Solar Facilities using the

formulation set forth herein, and the independent appraiser 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. The costs of the appraisal shall be borne by the Parties equally.

14. Indemnification.

- a. General. [Each Party][Solar Company] (the “**Indemnitor**”) shall defend, indemnify and hold harmless the other Party and the other Party’s Affiliates and its and their directors, officers, shareholders, partners, members, agents and employees (collectively, the “**Indemnitees**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Damages**”) resulting from any third party claim (each, a “**Claim**”) in connection with the breach of any representation or warranty made herein, from injury to or death of persons, or damage to or loss of property to the extent caused by or arising out of the negligence of willful misconduct of the Indemnitor (or its contractors, agents or employees); *provided, that* nothing herein shall require the Indemnitor to indemnify the Indemnatee for any Damages to the extent caused by or arising out of the negligence, willful misconduct or fraud by the Indemnatee. This **Section 14.a** shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by **Section 14.c**. As used in this Agreement, (1) “**Affiliate**” means, as to a Party, any other entity that, directly or indirectly, owns or Controls, is owned or Controlled by or is under common ownership or Control with such entity; *provided, however,* for purposes of this Agreement, in no event will Solar Company and Purchaser be considered Affiliates; and (2) “**Control**” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- b. Notice and Participation in Third Party Claims. Each Party shall promptly notify the other Party of any Claim or threatened Claim, demand or proceeding in respect of which it is or may be entitled to indemnification under this **Section 14**. Such notice shall be given as soon as reasonably practicable after the relevant Party becomes aware of the Claim or threatened Claim, demand or proceeding. The Indemnitor shall be entitled to assume and control the defense of such claim, action, suit or proceeding at its expense with counsel of its selection, provided (i) it gives prompt notice of its intention to do so to the Indemnatee and reimburses the Indemnatee for the reasonable costs and expenses incurred by the Indemnatee prior to the assumption by the Indemnitor of such defense, and (ii) such counsel is reasonably acceptable to the Indemnatee. Unless and until the Indemnitor acknowledges in writing its obligation to indemnify the Indemnatee and assumes control of the defense of a Claim in accordance with this **Section 14.b**, the Indemnatee shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any Claim by any third party alleged or asserted against the Indemnatee in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs thereof shall be subject to the obligations of the Indemnitor under this **Section 14**. Following the acknowledgement of the indemnification and the assumption of the defense by the Indemnitor, the Indemnatee shall have the right to employ its own counsel and such counsel may participate in such Claim, but the fees and expenses of such counsel shall be at the expense of such Indemnatee, when and as incurred, unless (i) the employment of counsel by such Indemnatee has been authorized in writing by the Indemnitor, (ii) the Indemnatee shall have reasonably concluded that there is an actual conflict of interest between the Indemnitor and the Indemnatee in the conduct of the defense of such action, or (iii) the Indemnatee shall have reasonably concluded on the advice of qualified counsel and

specifically notified the Indemnitor either that there may be specific defenses available to it that are different from or additional to those available to the Indemnitor or that such Claim involves or could have a material adverse effect on the Indemnitee beyond the scope of this Agreement.

- c. Environmental Indemnification. Solar Company shall indemnify, defend and hold harmless all of Purchaser's Indemnitees from and against all Claims and Damages arising out of or relating to the existence at, on, above or below the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Solar Company or any of its contractors or agents. [Purchaser shall indemnify, defend and hold harmless Solar Company's Indemnitees from and against all Claims and Damages arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent of Hazardous Substance (1) deposited, spilled or otherwise caused by Solar Company or any of its contractors or agents, or (2) unknown to Purchaser prior to the Effective Date.]
- d. Notification. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. As used in this Agreement:
 - i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.
 - ii. **"Environmental Law"** means any applicable federal, state, municipal or local law, statute, rule, regulation, ordinance, code, judgment, decree or decision implementing any of the foregoing by any Governmental Authority relating to (A) the protection of the air, water, land or natural resources or (B) the generation, use, handling, treatment, storage, disposal and transportation of Hazardous Substances.

15. Limitations of Liability.

- a. No Consequential Damages. EXCEPT AS AND TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THE CALCULATION OF THE TERMINATION PAYMENT, THE SURETY BOND AND AMOUNTS PAYABLE UNDER THE PERFORMANCE GUARANTEE IN **EXHIBIT 4**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, (a) ACTUAL DAMAGES, COMPENSATORY DAMAGES AND DIRECT DAMAGES, AND (b) THE RECAPTURE OF ANY TAX BENEFITS OR TAX CREDIT AND ANY RELATED PENALTIES AND INTEREST, IN EACH CASE SHALL NOT CONSTITUTE CONSEQUENTIAL OR OTHER PROHIBITED DAMAGES FOR PURPOSES OF THIS THIS AGREEMENT; *PROVIDED THAT* FOR THE AVOIDANCE OF DOUBT, SOLAR COMPANY ACKNOWLEDGES THAT PAYMENT SPECIFIED BY SECTION 11.b.ii.B SHALL BE DEEMED TO INCLUDE SATISFACTION OF ANY DAMAGES RESULTING FROM THE RECAPTURE OF

TAX INCENTIVES.

- b. No Duplicative Damages. No Party shall be liable for any damages hereunder that are duplicative of any other damages hereunder or under the Lease by reason of the facts and loss giving rise to such damages constituting more than one breach of this Agreement or constituting a breach of both this Agreement and the Lease.
 - c. Actual Damages. Other than with respect to claims of third parties indemnified by Solar Company hereunder, and the Surety Bond and amounts payable by Solar Company under the Performance Guarantee in **Exhibit 4**, Solar Company's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed an amount equal to the greater of (i) the proceeds from any insurance applicable to such damages under insurance coverage that Solar Company is required to maintain in effect hereunder and (ii) \$100,000 (such amount, the "**Solar Company Liability Cap**"). The provisions of this **Section 15.c** shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Solar Company must be brought within one year after the cause of action accrues and is known to Purchaser.
 - d. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON LIABILITY SET FORTH IN **SECTION 15.a** AND **15.c** SHALL NOT APPLY WITH RESPECT TO (i) CLAIMS MADE BY, DAMAGES INCURRED BY, OR AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO AN INDEMNITY GIVEN HEREUNDER, (ii) AMOUNTS THAT ARE COVERED BY INSURANCE PROCEEDS RECEIVED OR RECEIVABLE FROM A PARTY'S INSURANCE, IT BEING THE PARTIES' SPECIFIC INTENT THAT THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS **SECTION 15** WILL NOT RELIEVE THE INSURERS' OBLIGATIONS FOR SUCH INSURED RISKS, OR (iii) CLAIMS ARISING OUT OF A PARTY'S OR ANY ITS INDEMNITEE'S WILLFUL MISCONDUCT OR FRAUD.
16. Dispute Resolution. The Parties shall attempt to first resolve informally any dispute arising from or relating to this Agreement. If after a good faith attempt at such informal dispute resolution either Party believes that such attempts will not be successful, such Party may initiate binding arbitration in Riverside County of the State of California. The arbitration shall be administered by JAMS or other agreed upon recognized arbitration service in accordance with its Comprehensive Arbitration Rules and Procedures using a panel of three arbitrators, and judgment on any award may be entered in any court of competent jurisdiction. Each Party shall select one arbitrator. The arbitrators selected by the parties will select a third arbitrator who will be the chair. If the Parties agree, a mediator may be engaged prior to arbitration. The prevailing Party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs, provided that the cost of mediation shall be borne equally by the Parties notwithstanding the outcome of any arbitration or judicial proceeding. Purchaser hereby grants a limited waiver of sovereign immunity from suit to compel or enforce Landlord's compliance with the terms of this Lease.
17. Force Majeure.
- a. As used in this Agreement, "**Force Majeure**" means any circumstance not within the control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented or avoided by the affected Party; and (b) such circumstance is not due to the affected Party's negligence or intentional misconduct. Subject to the foregoing conditions, and except as otherwise provided herein, Force Majeure events may include events or occurrences in the nature of (i) strikes or other labor disputes other than strikes or labor disputes solely by employees of the Party claiming the Force Majeure event (or its Affiliates or contractors) or as a result of such Party's failure to comply with a collective bargaining agreement, (ii) riot or civil unrest, epidemics, pandemics,

earthquakes, severe weather, fire or other physical or natural disaster, (iii) work stoppages, slowdowns, labor or manpower shortages, equipment or material shortages, or (iv) actions or failures to act of any Governmental Authority.

- b. Except as otherwise expressly provided to the contrary in this Agreement, if a Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, such Party shall notify the other Party of the occurrence of a Force Majeure event and shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; *provided, that:* (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event and such supporting documentation as is reasonably requested by the non-affected Party; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) the Party affected by such Force Majeure event uses all commercially reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible; and (iv) the Party affected by such Force Majeure event keeps the other Party reasonably updated regarding mitigation efforts and timing, providing an update at least every 48 hours. The Party that is not affected by a Force Majeure event may challenge whether an event meets the definition of Force Majeure in this Agreement. If the Parties are unable to agree on whether an event meets the definition of Force Majeure set forth herein, such dispute shall be referred to an independent third party mediator with experience in commercial transactions in the solar industry for resolution. The costs of the mediator will be shared equally by the Parties. If the Parties are unable to resolve such dispute through mediation, either Party may initiate the arbitration proceedings contemplated by **Section 16**.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event.
- d. If a Force Majeure event continues for a period of 12 months or more and prevents a material part of the performance by a Party hereunder, either Party shall have the right to terminate this Agreement without fault or further liability to either Party (except with respect to amounts accrued but unpaid prior to termination). In such event, Solar Company will remove the Solar Facilities in accordance with Section 4.4 of the Lease.

18. Assignment and Financing.

- a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing,
 - i. Solar Company may (A) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the Solar Facilities to any Financing Party, (B) directly or indirectly assign this Agreement and the Solar Facilities to an Affiliate of Solar Company, (C) assign this Agreement and the Solar Facilities to any entity through which Solar Company is obtaining financing or capital for the Solar Facilities, including to the counterparty to any sale-leaseback agreement executed by Solar Company with respect to the Solar Facilities (in which event it is understood by the Parties that Solar Company or its Affiliate will be the lessee of the Solar Facilities under such sale-leaseback agreement), (D) assign this Agreement and the Solar Facilities to any Person succeeding to all or substantially all of the assets of Solar Company, (E) assign this Agreement and the Solar Facilities to any

assignee that (1) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Solar Facilities or will contract with Persons that have such experience and (2) has the financial capability to perform Solar Company's obligations hereunder, and (F) to a successor owner in accordance with **Section 11.c**; and

- ii. Purchaser may (A) collaterally assign its interests in this Agreement to any Financing Party, and (B) assign this Agreement, to a Successor Owner in accordance with **Section 11.c**.

In the event of any of the foregoing assignments (except for collateral assignment by Solar Company to a Financing Party), the assigning Party shall be released from all its liabilities and other obligations under this Agreement.

- b. Financing. The Parties acknowledge that Solar Company or Purchaser may obtain financing or other credit support from one or more Financing Parties. "**Financing Parties**" means a Person providing construction or permanent financing to Solar Company or Purchaser or, if applicable, any Person to which Solar Company has transferred the ownership interest in the Solar Facilities for financing purposes, including tax equity financing (or the agent of such Person) and the counterparty to any sale-leaseback agreement related to the Solar Facilities. In connection with such financing, (i) within five Business Days after receipt of a written request by a Party, the other Party shall execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Party and the Financing Parties, and (ii) the other Party shall accept performance and cure hereunder from a Financing Party as if it were the Party that is the borrower under such financing.

19. Confidentiality.

- a. Confidentiality. If either Party provides confidential information, including this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Solar Facilities or of such Party's business ("**Confidential Information**") to the other Party 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 Party, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance and enforcement of this Agreement, including to obtain financing for the Solar Facilities. Notwithstanding the above, (x) a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and Affiliates, potential lenders and owners, and potential assignees of this Agreement who have a need to know (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (y) Meter Data shall not be considered Confidential Information. Any recipient of Confidential Information subject to clause (x) above 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 Section 19.a, except as set forth in Section 19.b. 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. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this **Section 19.a** 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 an actual or threatened breach of this **Section 19.a**. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this **Section 19.a**, but shall be in addition to all other remedies available at law or in equity.

- b. Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed under applicable law (including the California Public Records Act) or pursuant to a validly issued subpoena or is necessary to enforce this Agreement, (iii) is independently developed by the receiving Party, or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

20. Miscellaneous Provisions

- a. Governing Law. This Agreement is made in and will be governed by the laws of California, exclusive of its choice of law rules. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Agreement. In interpreting this Agreement, time is of the essence.

- b. Notices.

Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth Business Day after deposit in the U.S. mail if sent by certified mail:

To Purchaser : Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Attention: General Manager
Email:

To Project Company: Trident Mission Springs LLC
c/o Bridge Solar Energy Development I LLC
Attn: Adam Haughton
1277 Lenox Park Blvd, Suite 200

Atlanta, GA 30319
Email: adam.haughton@bridgeig.com

With a copy which shall not constitute notice to:

Bridge Solar Energy Development I LLC
Attn: Steven B. Greenhut, Esq.
1277 Lenox Park Blvd, Suite 200
Atlanta, GA 30319
Email: steven.greenhut@bridgeig.com

- c. Further Assurances. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- d. Right of Waiver. No failure of a Party to enforce any term of this Agreement will be deemed to be a waiver, and no waiver will be implied by any course of dealing or course of performance. No exercise of any right or remedy under this Agreement by Purchaser or Solar Company shall constitute a waiver of any other available right or remedy. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be in writing and limited as expressly provided therein and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future or any other performance.
- e. Non-Dedication of Facilities. Nothing herein shall be construed as the dedication by either Party of its properties or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's property or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.
- f. Service Contract. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filing suggesting that it is anything other than a purchase of electricity from the Solar Facilities.
- g. No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- h. Entire Agreement, Modification, Invalidity, Counterparts. This Agreement and the Lease completely and exclusively state the agreement of the Parties and their Affiliates regarding their subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding their subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such

unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts, which may be delivered electronically, and each counterpart shall be considered an original and together shall comprise the same Agreement. Delivery of an executed counterpart signature page by electronic transmittal (.pdf) is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

- i. Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. This Agreement is the result of arm's-length negotiations from equal bargaining positions.
- j. Forward Contract. The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- k. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person.
- l. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, **Section 7.h** (Warranty Disclaimer), **Section 11.b** (Remedies), **Section 12** (Representations and Warranties), **Section 14** (Indemnification), **Section 15** (Limitations of Liability), **Section 16** (Dispute Resolution), **Section 19** (Confidentiality), and **Section 22** (Miscellaneous).
- m. Insurance.
 - i. At all times during the Term, Solar Company shall maintain the following insurance: (A) Professional Liability Insurance: \$2,000,000 Each Occurrence, \$2,000,000 Aggregate; (B) Workers Compensation & Employers Liability Insurance: \$1,000,000 Each Accident, \$1,000,000 Disease – Each Employee, \$1,000,000 Disease – Policy Limit, (C) General Liability Insurance: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products – Completed Operations Aggregate; (D) Automobile Liability Insurance: \$1,000,000 Combined Single Limit Each Accident; and (E) Excess Liability Insurance: \$2,000,000 Each Occurrence / \$2,000,000 General Aggregate. Solar Company's coverage may be provided as part of an enterprise insurance program.
 - ii. Solar Company's insurance policies shall (i) contain a provision whereby the insurer agrees to give Purchaser at least 30 calendar days (10 calendar days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Purchaser. Solar Company shall cause its insurers providing the coverage required by this Agreement to be endorsed to waive any rights by the insurer to subrogate against Purchaser and its Affiliates, and its and their directors, officers, and employees.
 - iii. Upon Purchaser's request, Solar Company shall deliver to Purchaser certificates of insurance evidencing the above required coverage. Purchaser's receipt, review or acceptance of such certificate shall in no way limit or relieve Solar Company of

the duties and responsibilities to maintain insurance as set forth in this Agreement. Upon Solar Company's request, Purchaser shall deliver to Solar Company certificates of insurance evidencing the coverage required of Purchaser (as Landlord) under the Lease. Solar Company's receipt, review or acceptance of such certificate shall in no way limit or relieve Purchaser of the duties and responsibilities to maintain insurance as set forth in the Lease.

- iv. Solar Company shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement by Purchaser, in which case Purchaser is responsible for payment of Solar Company's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.
- v. On its general liability, auto liability, and excess/umbrella liability insurance policies, Solar Company shall include an endorsement to the policy naming Purchaser and its successors, assigns, partners, directors, officers, employees, representatives and agents, as additional insureds for premises operations, product liability, and completed operations through the expiration of any applicable Statutes of Repose.
- vi. The Commercial General Liability, Comprehensive Motor Vehicle Liability and Excess insurance policies required in this **Section 20.m** shall state that such policies are primary and non-contributory with any insurance or self- insurance maintained by Purchaser.
- vii. Upon Solar Company's request, Purchaser shall deliver to Solar Company certificates of insurance evidencing Purchaser's general liability, auto liability, and excess/umbrella liability insurance policy coverage.
- n. Estoppel Certificates. Purchaser and Solar Company shall each, from time to time, within five Business Days after receipt of the other Party's written request therefor, deliver to the requesting Party a written statement addressed to such Party and/or to any lender in connection with the Premises (as to Purchaser) and Financing Party (as to Solar Company), an estoppel certificate (each an "**Estoppel Certificate**") certifying such matters (to the extent true) as the following: (i) that this Agreement (together with any amendments) is unmodified and in full force and effect; (ii) that the applicable Party has not assigned this Agreement or its interest herein; (iii) the term of this Agreement; (iv) that to such Party's knowledge, the other Party is not in breach of this Agreement and no Event of Default is continuing hereunder (or stating any breach or Event of Default known to the certifying Party); and (v) such other matters as are reasonably requested by the lender or Financing Party.
- o. Defined Terms Reference.

Additional Term	Specified Terms
Affiliate	Section 14.a.
Business Day	Section 1
Change in Law.....	Section 9.a.
Claim	Section 14.a.
Commercial Operation Date	Section 3.a.
Conditions Satisfaction Date	Section 6.c.
Confidential Information.....	Section 19.a.
Contract Year.....	Section 4.a.
Control.....	Section 14.a.
Damages	Section 14.a.
Deemed Delivered Energy	Section 8.b.

Defaulting Party.....	Section 11.a.
Delivery Point.....	Exhibit 2
Effective Date.....	Preamble
Energy Rate	Section 4.a.
Environmental Attributes	Section 5.a.
Environmental Law	Section 14.d.
Estoppel Certificate	Section 20.n.
Event of Default	Section 11.a.
Excusable Event	Section 3.d.
Expected Energy.....	Section 2
Fair Market Value.....	Section 13.b.
Financing Parties	Section 18.b.
Force Majeure.....	Section 17.a.
Good Solar Industry Practices	Section 7.c.
Governmental Authority.....	Section 5.b.
Hazardous Substances	Section 14.d.
Indemnitees	Section 14.a.
Indemnitor	Section 14.a.
Initial Term.....	Section 3.a.
Installation Commencement Date	Specified Terms
Lease.....	Cover Page
Meter Data	Section 10.b.
Non-Defaulting Party	Section 11.a.i.
Person	Section 6.a.iv.
Purchase Option Date	Section 13.a.
Purchaser	Preamble
Representatives.....	Section 19.a.
Specifications	Cover Page
Solar Company	Preamble
Solar Company Liability Cap.....	Section 15.c.
Solar Company Meter.....	Section 10.a.
Successor Owner	Section 11.c.
Solar Facilities	Cover Page
Surety Bond.....	Section 11.b.iii
Taxes	Section 4.c.
Tax Incentives	Section 5.c.
Term	Section 2
Termination Payment	Section 11.b.ii.A.
Unexpected Premises Conditions	Section 7.e.
Utility.....	Section 2

[End of General Terms and Conditions]

Exhibit 1
Energy Rate

<i>Year</i>	<i>Expected Energy</i>	<i>Rate \$/kWh</i>
<i>1</i>		
<i>2</i>		
<i>3</i>		
<i>4</i>		
<i>5</i>		
<i>6</i>		
<i>7</i>		
<i>8</i>		
<i>9</i>		
<i>10</i>		
<i>11</i>		
<i>12</i>		
<i>13</i>		
<i>14</i>		
<i>15</i>		
<i>16</i>		
<i>17</i>		
<i>18</i>		
<i>19</i>		
<i>20</i>		
<i>21</i>		
<i>22</i>		
<i>23</i>		
<i>24</i>		
<i>25</i>		

Exhibit 2
Solar Facilities Description

1. **Solar Facilities Location (“Delivery Point”):** Building Electrical System

2. **Solar Facilities Size (DC kW):** []

- a. Based on the final design and engineering process, Solar Company may increase or decrease the size of a Solar Facilities by up to 3% without Purchaser’s approval.

3. **Expected First Year Energy Production (kWh):** []

- a. Subject to change based on final design and engineering.

4. **Expected Structure:** [] Ground Mount [] Roof Mount [] Canopy [] Other

5. **Expected Module(s) (subject to change at Solar Company’s reasonable discretion):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Manufacturer: Trina Solar Model: []	Quantity: []

6. **Expected Inverter(s) (subject to change at Solar Company’s reasonable discretion):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Manufacturer: CPS Model: [] kW	Quantity: []

7. **Premises and Solar Facilities Layout:** See Attachment A

8. **Utility:** []

Attachment A to Exhibit 2
Premises and Solar Facilities Layout

Exhibit 3
Termination Payment

Contract Year	Termination Value
0	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

Exhibit 4
Performance Guarantee

Exhibit 5
Construction Specifications

[Note: Specs have been inserted but have not been marked as new for ease of review.]

These Specifications include:

- I. Specifications from the RFP**
- II. Addendums to the RFP**
- III. Proposal Inclusions, Assumptions, and Exclusions**

Section 1: RFP Specifications

PART 1 OVERVIEW

- 1.1 All installations must be completed to ensure that the District qualifies for NEM2 at each site.
- 1.2 Interconnection applications have been completed and are included on the portal.
- 1.3 Design, install, and operate the new PV systems.
- 1.4 Prevailing Wages are required. See Exhibit 3 for Public Works Contractor Registration Certification.
- 1.5 The District is self-certifying for permits.
- 1.6 The District will retain ownership of all environmental attributes of the energy systems (Renewable Energy Credits (RECs), Carbon Credits, etc.)
- 1.7 The vendor will be responsible for all operations and maintenance of the PV system for the life of the PPA. Operations and Maintenance will include system operation, repair, warranty replacement, weed control (Roundup is not allowed), security, system output, etc.
- 1.8 At the end of the PPA term, the District will have the option of extending the PPA, purchasing the system at fair-market-value, or having the PV systems removed and the facilities returned to pre-existing conditions, at no cost to the District.
- 1.9 Sample geotechnical reports are available on the Bid Portal. The matrix below shows which report should be used as a basis for preliminary design at each site. No allowance shall be made for any additional costs incurred by the Respondent due to geotechnical conditions unless they are demonstrably different than the sample report.

Geotechnical Report Name (PDF)	Proposed Solar Site Association	Distance to Solar Site
Horton WWTP Geotechnical Investigation Report - 11.2007	Horton WWTP	Adjacent within 200 feet
Well 33 Geotechnical Report_9.2004	RES-BCT & NWRWRF	Adjacent within 300 feet
Solar Site REPORT_GEOTECHNICAL_09 SEPT16	RES-BCT & NWRWRF	Adjacent within 100 feet
Solar Site REPORT_GEOTECHNICAL_09 SEPT16	Well 27/31	Well 27/31 is ~1.0 mile NW from the Solar Site geotech location.
Solar Site REPORT_GEOTECHNICAL_09 SEPT16	Well 32/Reservoir	Well 32 is ~1.3 miles north from the Solar Site geotech location.
Well 42 Geotechnical Investigation	Well 24	Well 24 is ~435 feet SE from the Well 42 geotech location. Note that there is about 4 to 5 feet of fill material on top of native ground elevation that the well is on.
Well 42 Geotechnical Investigation	Well 29	Well 29 is ~4,300 feet SE from the Well 42 geotech location.

PART 2 SUBMITTALS

2.1 SUBMITTALS DUE WITH EXECUTION OF THE AGREEMENT:

- A General Liability insurance certificate with endorsement
- B Automobile Liability insurance certificate with endorsement
- C Executed Workers Compensation Certification

2.2 PRE-CONSTRUCTION SUBMITTALS

- A Solar Company shall provide a Due Diligence and construction schedule within 14 calendar days of execution.
- B 60% and 90% detailed drawings for review and comment by the District.
- C Stamped permit set with Professional Engineer (registered in the State of California) verification that the systems and the mounting structures and details will meet all local applicable seismic and wind-load requirements per the Specification, for review and approval.
- D Fire jurisdiction approval for fire access.

2.3 POST CONSTRUCTION SUBMITTALS

- A As-built drawings showing the final placement of all combiner boxes, connections, and conduit placement, electrical plans, including three-line diagrams, and elevation drawings showing the final placement of the electrical equipment.
- B Copies of all start-up procedure measurements.
- C Copies of all testing data and reports.
- D Copies of Utility operation Approval.
- E Lien releases from all subcontractors.

PART 3 WARRANTIES

3.1 **VENDOR WARRANTY**

- A The vendor is responsible for ensuring that the systems operate as designed for the term of the agreements.
- B All repairs shall be completed in a timely fashion, including, but not limited to, failed panels, inverter issues, visual damage, etc.
- C As part of system monitoring, the Contractor will notify the District staff within 15 days of performance shortfalls greater than 10% of expectations at any individual site.

- 3.2 All materials used in the construction of the system shall be warranted against degradation for the life of the equipment.

3.3 **QUALITY ASSURANCE**

- A All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available, the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).
- B All installations shall meet or exceed Cal-OSHA requirements for equipment access.
- C The installation shall not void the warranty or UL Listing of any existing equipment or electric panels

PART 4 CONTRACTOR EXPERIENCE

- 4.1 Installation Contractor must hold appropriate licenses, and be approved by the Manufacturer to install the system.
- 4.2 Subcontractors must hold licenses in the appropriate disciplines.
- 4.3 Electrical work will be completed by a licensed electrical contractor.

PART 5 MATERIALS SPECIFICATION

5.1 **GENERAL**

- A The Work shall include all materials, labor, equipment, fencing, trenching, paving, electric panels, breakers, services, and incidentals necessary to install a complete PV system including, but not limited to, the work included in this Specification.
- B At a minimum, the Project shall consist of the design, supply, and installation of equipment, mounting structures, terminal and combiner boxes, DC wiring, DC

disconnect, grid-connected inverter, AC disconnect, AC wiring, and all utility grade metering equipment, all designed to interconnect with the buildings' electrical systems.

- C It is the Contractor's responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine conduit and wiring runs. The Contractor is also responsible for identifying all underground obstructions in the working area via a District approved Underground contractor. The District will support the Contractor by providing all available drawings and institutional knowledge that is available. No allowance shall be made for any additional costs incurred by the Contractor due to failure to properly understand site conditions.
- D The Contractor must provide Civil and Structural engineering analysis and documentation, stamped and signed by a Civil or Structural Engineer registered in the State of California, certifying that the mounting structures can support any loads resulting from local applicable seismic and wind-load activity. A Professional Engineer in the appropriate discipline must stamp all relevant drawings. All mounting canopies shall have a safety factor of at least 1.5.
- E Complete all required utility paperwork for the interconnection agreements.
- F All current California Building Codes and all other applicable codes shall apply.
- G The systems shall be designed to meet all local applicable seismic and wind-load requirements.
- H The Contractor is responsible for securing, and for compliance with, all permits (building, fire, etc), final sign off, and final utility sign off.
- I Commission the system per manufacturer's requirements and provide documentation of proper operation.
- J All components are to be new and direct from the manufacturer; no used or refurbished materials are permitted.
- K All materials that are used outdoors shall be sunlight and UV resistant.
- L Materials shall be designed to withstand the temperatures to which they are exposed.
- M Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods.
- N Any materials, equipment, or workmanship that is found defective, based on the acceptance tests or for any other reason, shall be reported to the Engineer. Defective material, equipment, and workmanship shall be replaced.
- O Metals shall be hot dipped galvanized steel, anodized aluminum, and stainless steel.
- P Aluminum shall not be placed in direct contact with concrete materials.
- Q Only grade 316 or better stainless steel fasteners shall be used.
- R All external electrical conduits shall be rigid schedule 40, galvanized and unpainted.
- S All electrical equipment shall be rated for the current and voltage ratings necessary for the application.

- T All required over-current protection devices will be included and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.

- U Drainage – The construction shall not adversely affect water drainage.

5.2 PANEL MOUNTING SYSTEMS

- A All systems shall meet the requirements of the all California Building Codes.
- B PV module Exhibit must be four-point equally distributed over the frame

5.3 MODULES

- A Only Bloomberg Tier 1 rated panels.
- B If panels are manufactured in China, provide certification that the panels meet US “Withhold Release Order” requirements for imports from China.
- C Photovoltaic modules shall be tested in the factory for design performance.

5.4 INVERTER

- A PV Inverter shall be SMA Sunny Tri-power or equal.
- B The array shall have a dedicated inverter(s) with optimized performance.
- C Installation shall meet all applicable UL 1741, IEEE Standard 929-2000 and standard 519, California electric code, and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.

5.5 ELECTRICAL ENCLOSURES AND BOXES

- A Exterior enclosures and boxes at the wastewater plants shall be minimum 14 gauge type 316 stainless steel with seams continuously welded and ground smooth, and fast access door latches. Exterior enclosures and boxes at other locations do not need to be stainless.
- B Interior enclosures and boxes shall be minimum 14 gauge NEMA 3R.
- C Outer doors shall have provisions for locking enclosure with standard padlocks.
- D A copper ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors.
- E Provide thermoplastic data pockets mounted on inside door. The As-Built drawings for the electrical enclosure shall be placed in a watertight plastic wrap and shipped with the enclosure to the jobsite.

5.6 CONDUIT

- A All exposed conduit shall be unpainted, schedule 40 Rigid galvanized, meeting NEMA/ANSI C80.3 and UL 797 standards.

5.7 WIRE

- A Wire shall be Class B stranded.
- B Insulation of all conductors and cables shall be rated for the voltage of the system.
- C Insulation type shall be moisture and heat resistant thermoplastic THWN, rated 90°C in dry locations and 75°C in wet locations, for #8 AWG and smaller. For #6 AWG

and larger insulation shall be type XHHW.

- D Wire identification - all wires, field and interior (non-field) to equipment, shall be identified with machine permanent ink printed sleeve markers or clip-on markers covered with clear plastic heat shrinkable tubing. Hand lettered wire labels are not acceptable and shall be replaced at the Contractor's expense. All wires that are electrically the same (connected to common termination points) and do not pass through a contact or other switching device shall have the same wire identification. The wire labeling code for each end of the same wire shall be identical. Tubing shall be sized for the wire and shrunk into place with the properly sized heat gun.

5.8 CIRCUIT BREAKERS

- A Circuit Breakers shall be of the indicated type, providing ON, OFF and TRIPPED positions. Circuit breakers shall be quick make, quick break with thermal magnetic action and shall be compatible with existing breaker panel at the power feed facility. The use of tandem or dual circuit breakers in normal single pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers shall be manufactured by Square D or approved equivalent. Breakers shall be sized and have the minimum interrupting capacity as required.

5.9 FENCING

- A All systems will be fenced.
- B Provide security fencing where it does not exist.
- C Six feet chain link with a double strand of barbed wire.
- D Provide a 20-foot double opening gate.
- E Allow 12 feet between the fence and the PV system.

5.10 CONCRETE

- A Concrete shall conform to Caltrans standard specification for class 2 concrete.
- B Concrete mix must exceed the compressive strength requirements of ASTM C387.
- C Type I Portland cement must be used.
- D Aggregate shall be hard, durable, selected, graded, and free from foreign materials.
- E Water shall be potable and free from foreign materials in amounts harmful to the concrete and embedded steel.
- F Utilize standard designs incorporating mixtures that facilitate the workability, curing, and strength.
- G Forms shall be sized to minimize air pockets and maximize strength.

PART 6 INSTALLATION SPECIFICATION

6.1 GENERAL INSTALLATION REQUIREMENTS

- A Clear and grade as necessary.
- B All safety, electric, building, and labor code requirements at the national, state, and

local levels shall be met.

- C The installations shall be completed in a “workman like manner.” The areas shall be kept clean and free of obstructions at all times.
- D The installations shall be completed per each manufacturer’s installation manual.
- E All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.
- F All mounting equipment shall be installed to the manufacturer’s specifications.
- G All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.
- H All applicable environmental regulations shall be met.
- I System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and regular monitoring for data retrieval.
- J The Contractor shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. The Contractor must provide first class workmanship for all installations.
- K Ensure that all equipment and materials fit properly in their installations.
- L Perform any required work to correct improper installations at no additional expense to the Customer.
- M The Customer’s Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.
- N The installations shall be completed with minimal impact on the environment.
- O All waste will be disposed of offsite.

6.2 COORDINATION

- A District will be responsible for hiring and paying all inspectors, including any special inspectors.
- B District will be responsible for paying for inspections and any required Building, Mechanical, and Electrical Permits.
- C Temporary utilities are to be provided by District at no cost, as available.
- D District will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces.
- E Work will be performed during normal work hours; no overtime hours are included in the Contract Amount.
- F Shutdowns will be scheduled at times of low facility operation as reasonably determined by the District; provided that the shutdown is scheduled within two (2) weeks of the time provided on the most recent Project Schedule.
- G The contractor shall provide a daily update via email and shall participate in a weekly onsite meeting with District staff.

- H The Contractor shall coordinate the electrical work with the other trades, code authorities and Engineer (District's engineer or representative); with due regard to their work, towards promotion of a rapid completion of the Project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the Contractor shall bear expense of such changes as necessary to be made in work of others.
- I The Contractor shall cease work at any particular point, temporarily, and transfer operations to such portions of work as directed, when in the judgment of the Engineer it is necessary to do so.
- J The Contractor shall schedule all the required work with the Engineer, including each shutdown period. Each shutdown shall be implemented to minimize disruption of the existing operations. The Work to be provided under this Contract shall not disrupt any of the existing operations without prior approval.
 - 1 The Contractor shall not have any unscheduled shutdowns.
 - 2 Carry out scheduled shutdowns only after the time, date, and sequence of work proposed to be accomplished during shutdown has been favorably reviewed by the Engineer. Submit shutdown plans at least 2 days in advance of when the scheduled shutdown is to occur.
 - 3 The Engineer reserves the right to delay, change, or modify any shutdown at any time, at no additional cost to the Customer, when the risk of such a shutdown would jeopardize the operation of the facility.

6.3 SUPERVISION

- A The Contractor shall schedule all activities, manage all technical aspects of the project, coordinate submittals and drawings, and attend all project meetings.
- B The Contractor shall supervise and coordinate all work to insure each phase of the project, submittal, delivery, installation, and acceptance testing, etc. is completed within the allowable scheduled time frames.
- C The Contractor shall be responsible for obtaining, preparing, completing, and furnishing all paper work, which shall include transmittals, submittals, forms, documents, manuals, instructions, and procedures.

6.4 SPECIAL INSPECTIONS

- A All work or materials covered by the Contract documents shall be subject to inspection at any and all times by the applicable Engineer. If any material does not conform to the Contract documents, or does not have a favorably reviewed submittal status; then the Contractor shall, within three days after being notified by the Engineer, remove said material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.
- B The Contractor shall give the Engineer 10 working days' notice of the dates and time for inspection. Date of inspection shall be as agreed upon by the Contractor, Operations Manager and Engineer.
- C Work shall not be closed in or covered over before inspection and approval by the Engineer. All costs associated with uncovering and making repairs where non-

inspected work has been performed shall be borne by the Contractor.

- D The Contractor shall cooperate with the Engineer and provide assistance at all times for the inspection of the electrical system under this Contract. The Contractor shall remove covers, provide access, operate equipment, and perform other reasonable work that, in the opinion of the Engineer, will be necessary to determine the quality and adequacy of the work.
- E The permitting authority shall be notified to perform required inspection either prior to or concurrent with Engineer's inspection in the close out process.
- F Before request for final inspection is made, the Contractor shall submit to the Engineer in writing, a statement that the Contractor has made his own thorough inspection of the entire project, enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Section.
- G The Owner's Engineer may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The Contractor shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Customer.
- H Contractor will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be re-inspected.

6.5 JOB CONDITIONS

- A The Contractor shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power. Upon completion of the project, remove all temporary services, equipment, material and wiring from the site as the property of the Contractor.
- B The normal outdoor, not in direct sunlight, ambient temperature range of the job site will vary between 5 to 115 degrees Fahrenheit. All equipment shall be rated to operate in these temperature ranges or provisions for adequate heating and cooling shall be installed, at no additional cost to Customer.

6.6 SAFETY

- A Testing shall conform to the respective manufacturer's recommendations. All manufacturers' safety precautions shall be followed.
- B The procedures stated herein are guidelines for the intended tests, the Contractor shall be responsible to modify these tests to fit the particular application and ensure personnel safety. Absolutely no tests shall be performed that endanger personal safety.
- C The Electrical Contractor shall have two or more Electricians present at all electrical field tests.
- D California Electrical Safety Orders (ESO) and Occupational Safety and Health Act (OSHA): The Contractor is cautioned that testing and equipment shall comply with ESO and OSHA as to safety, clearances, padlocks and barriers around electrical equipment energized during testing.
- E Field inspections and pre-energization tests shall be completed prior to applying power to equipment.

PART 7 METERS, MONITORING, AND DATA ACQUISITION

7.1 PV DATA ACQUISITION SYSTEM (DAS)

- A The District shall have access to the full functionality of the DAS. The DAS shall include instrumentation (with a stability < 2% change over a one year period) that allows the measurement of :
 - 1 Ambient temperature - accuracy $\pm 2^{\circ}\text{C}$
 - 2 PV module temperature - accuracy $\pm 2^{\circ}\text{C}$
 - 3 Wind speed - starting threshold 2.98 mph & accuracy < 5%
 - 4 Plane of array solar irradiation (accuracy $\pm 5\%$)
 - 5 A Net Energy package with the ability to monitor the energy used by the facility in all utility time-of-use periods.
 - 6 Monitoring must provide string level output and alarms.
 - 7 Inverter level monitoring.
- B All measurement equipment must be “revenue” grade.
- C The DAS shall capture and store data on 15-minute intervals.

PART 8 PROJECT CLOSEOUT

8.1 CLEANING AND TOUCH-UP

- A Clean all work areas and remove any debris.
- B Prior to startup and completion of the work, and subsequent to final acceptance, all parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by Contractor as follows:
 - 1 Remove all grease and metal cuttings.
 - 2 Any discoloration or other damage to parts of the building, the finish, or the furnishings shall be repaired. Thoroughly clean any exposed work requiring repairs.
 - 3 Vacuum and clean the inside of all panel and electrical enclosures.
 - 4 Clean all above and below ground pull boxes and junction boxes from all foreign debris prior to final acceptance.
 - 5 Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all primed painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.
 - 6 Repair damage to factory finishes with repair products recommended by Manufacturer.
 - 7 Repair damage to PVC or paint finishes with matching touchup coating recommended by Manufacturer.

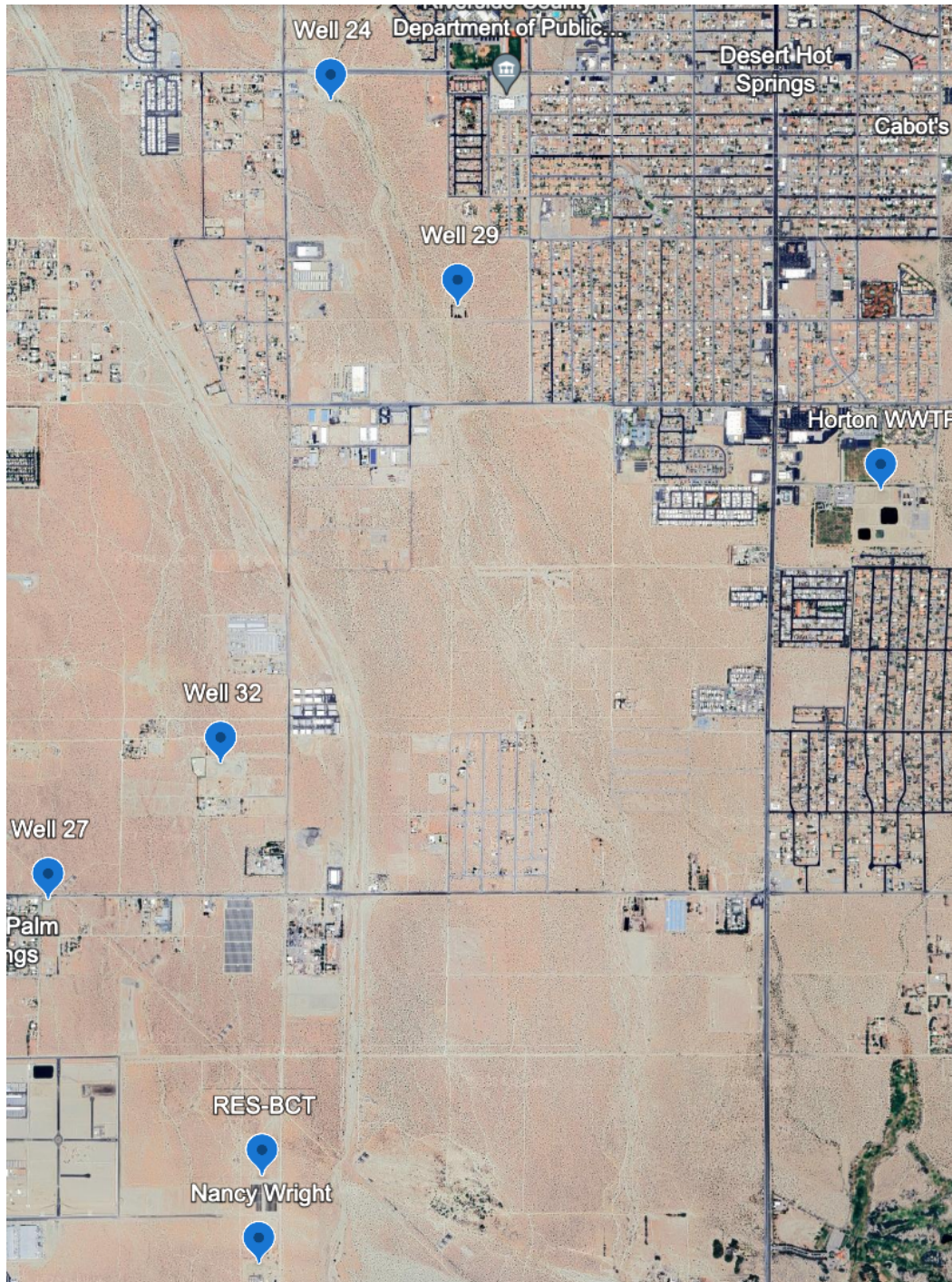
8.2 FINAL ACCEPTANCE

- A Final acceptance will be given by the District Engineer after the equipment has passed

the final acceptance trial period of one month, each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.

- B Upon completion of the project, prior to final acceptance, remove all temporary services, equipment, material, and wiring from the site.
- C Acceptance by Engineer shall be based on:
 - 1 All operational tests performed to the satisfaction of Engineer.
 - 2 Receipt of all final documentations listed above.

Attachment 1 to the Specification (Exhibit 5 of the PPA)
PV System Site Layouts



Site Name	Address	Annual kWh
-----------	---------	------------

		Usage
Horton WWTP	14601 Verbena	1,835,706
Well 24 (new meter)	79 Acoma Ave.	428,623
Well 27	64261 Dillon Rd	609,174
Well 29	65700 Ironwood Drive	1,451,303
Well 32 and Booster Station	16075 Little Morongo	945,307
Nancy Wright Regional Water Reclamation	19011 Little Morongo	New
Little Morongo RES-BCT	19011 Little Morongo	6,314,820

Notes that apply to all Sites

1. All installations are ground mounted.
2. 6' of access space is required on each side of water supply lines
3. Well heads require a minimum of 20' of clearance on all sides/
4. Pond areas cannot be filled, but arrays could be installed elevated above pond areas.
5. Existing access roads must not be encroached upon.
6. Indicated installation areas are for guidance only. Use more or less space as needed, considering clearance issues.
7. All meter/interconnection locations are to be confirmed by the PPA Vendor.

Horton Waste Water Treatment Plant – 360 kW AC

Site Layout



Well 24 – 171 kW AC

- Provide 20'-0" wide fire access road from street to Solar PV array. Access road will be excavated to a depth of 4". The road will be 12" of virgin Class II road base. The road will include turn-outs as required by fire code.
- Installation area includes ~8' of un-engineered fill on top of the native soil.

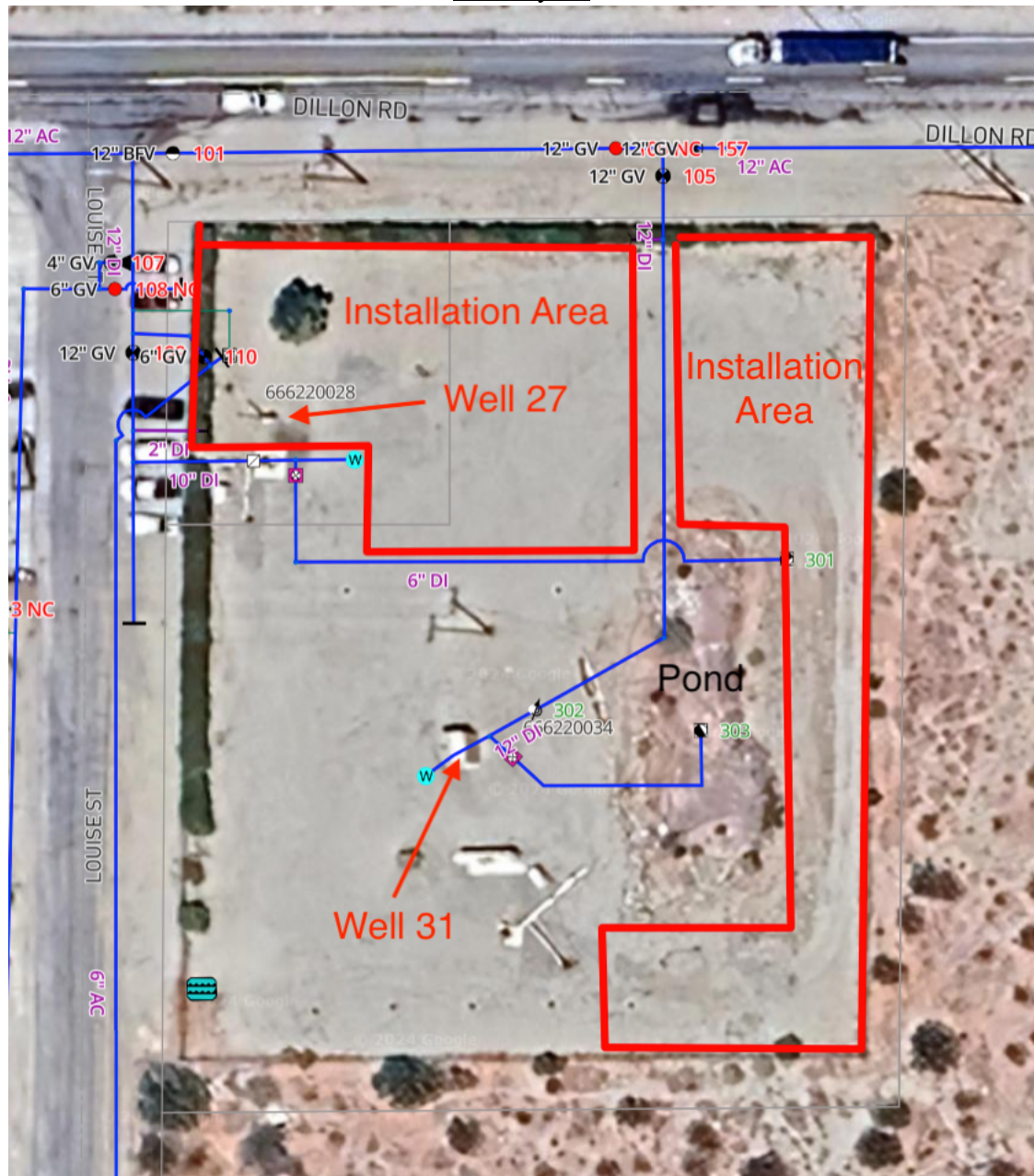
Site Layout



Well 27 – 324 kW AC

- Interconnection at Well 27

Site Layout



Well 29 – 189 kW AC

- Remove trees, as needed, to ensure no shading on the PV array in the areas which solar PV arrays will be located.

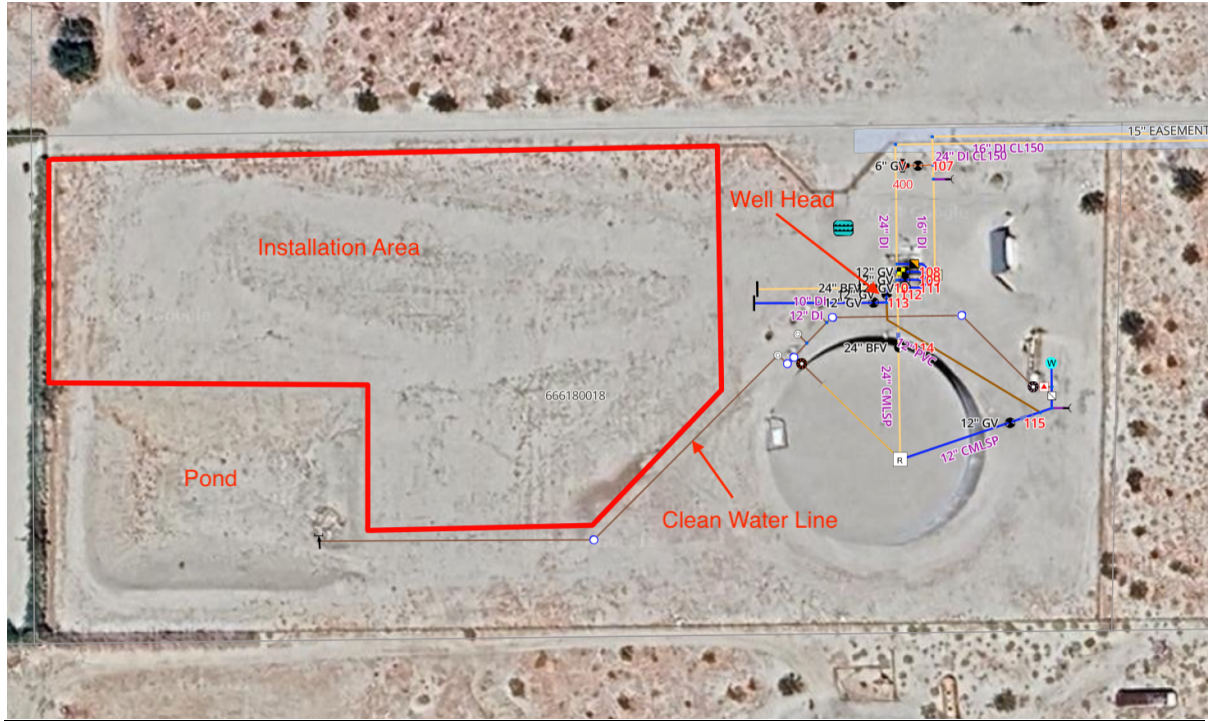
- Well head access a minimum of 25'
- East side road clearance of 50'
- Pond Area
- Maintain 6' away from path of 24" Supply Pipe.

Site Layout



Well 32 – 396 kW AC

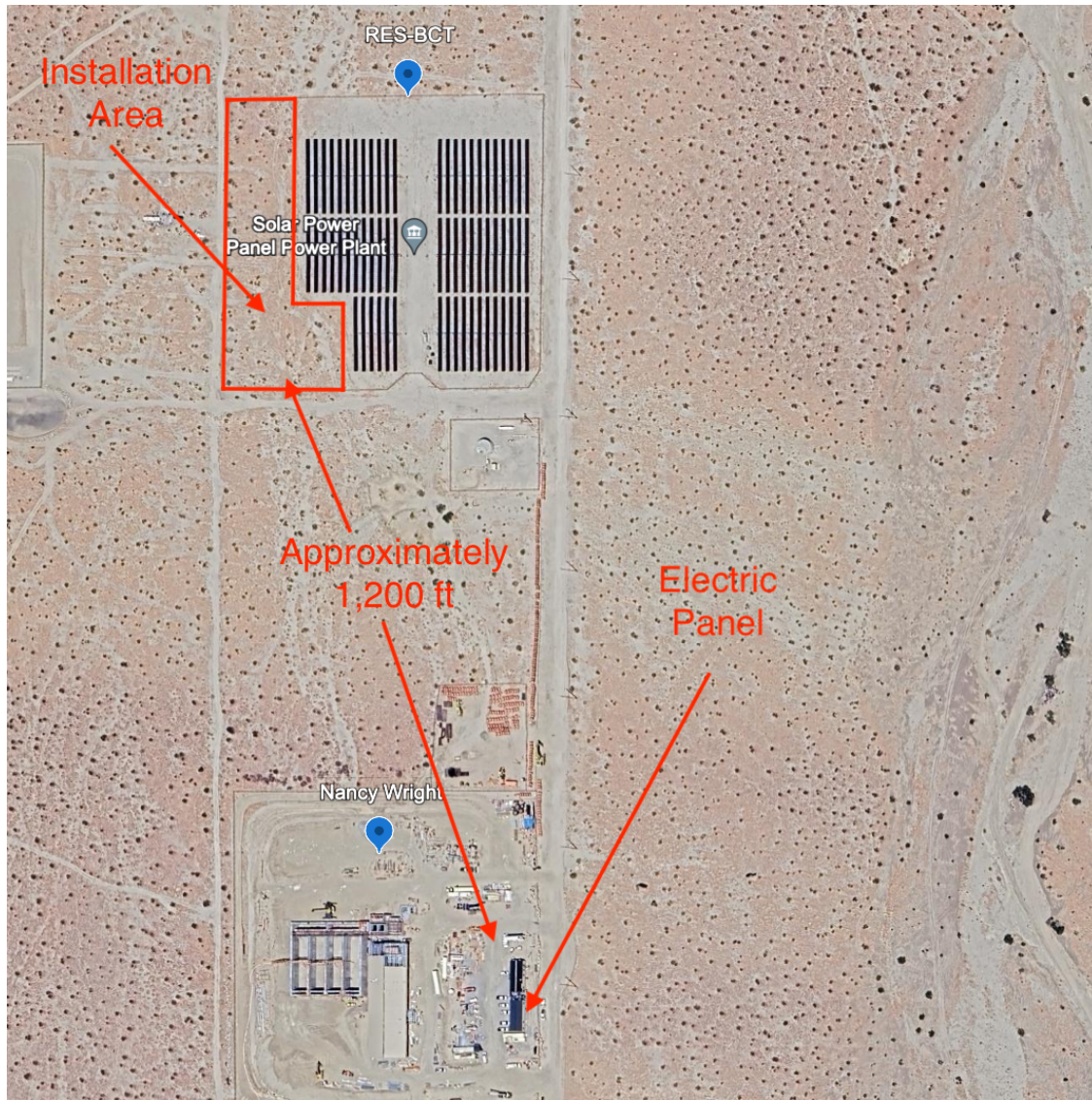
Site Layout



Nancy Wright Regional Water Reclamation Facility – 360 kW AC

- NWRWF is a new facility with no historical energy use.

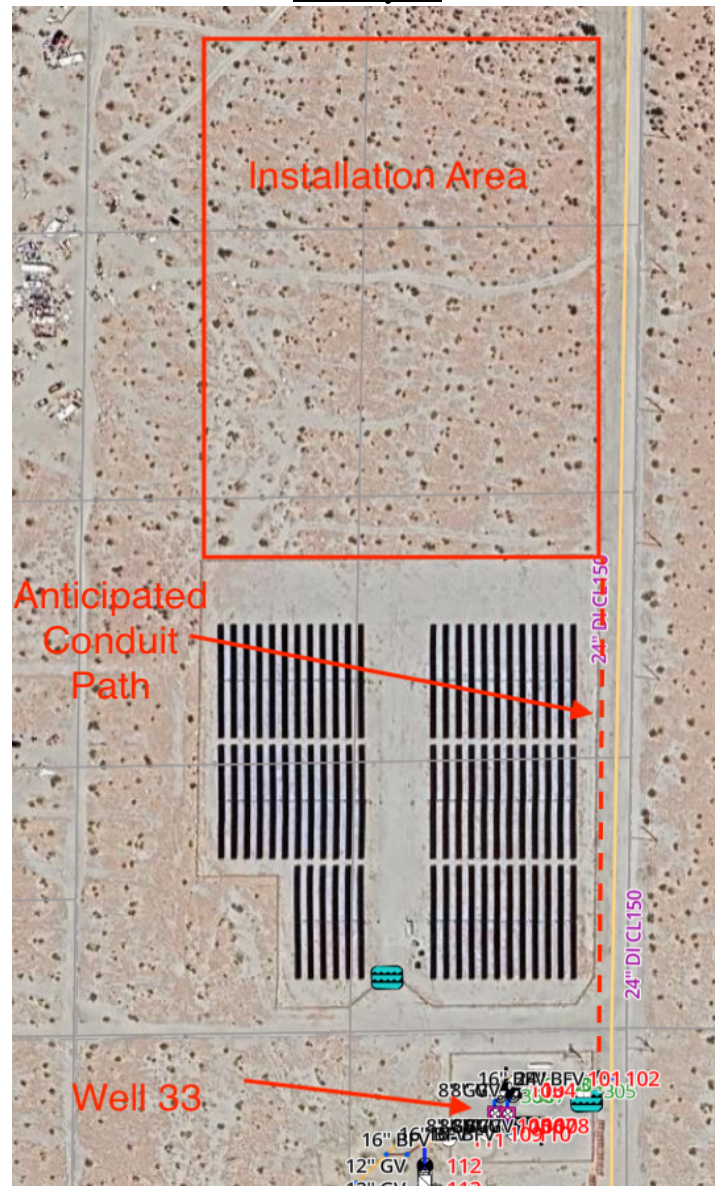
Site Layout



RES-BCT – Little Morongo Well 33

- Install 2 MW kW AC ground mount system.
- Coordinate with Utility to request new medium voltage service to site.
- Furnish and install 480V-12,470 V step up transformers.
- Furnish and install new electric Panel.
- Interconnection at Well 33

Site Layout



Attachment 2 to the Specification (Exhibit 5 of the PPA)
RES-BCT Allocations

	Site	New Rates	Type	Site kWh
1	ANNEX BUILDING	TOU-GS-1-D	Benefitting Account	22,363
2	ACCOUNTING MODULAR / OLD STORES	TOU-GS-1-D	Benefitting Account	26,359
3	ADMINISTRATION BUILDING	TOU-GS-2-D	Benefitting Account	102,395
4	CORP YARD MAINT. BLDG. / METER SHOP	TOU-GS-1-D	Benefitting Account	24,802
5	CORP YARD STORES / BREAKROOM	TOU-GS-1-E	Benefitting Account	25,852
6	WELL 25	TOU-PA-2-E	Benefitting Account	55,846
7	WELL 25A	TOU-PA-2-D	Benefitting Account	26,618
8	WELL 26A	TOU-PA-2-D	Benefitting Account	10,394
9	TERRACE RES. BOOSTERS 1 - 4	TOU-PA-2-E	Benefitting Account	472,483
10	TERRACE RES. BOOSTERS 5 & 6	TOU-PA-2-E	Benefitting Account	333,550
11	OVERHILL RES. BOOSTERS	TOU-PA-2-E	Benefitting Account	242,112
12	WELL 37	TOU-PA-3-D	Benefitting Account	1,525,036
13	LOW DESERT VIEW BOOSTERS	TOU-PA-2-E	Benefitting Account	57,023
14	DOS PALMAS / DILLON LIFT STATION	TOU-PA-2-D	Benefitting Account	65,281
15	DESERT CREST WWTP	TOU-PA-2-D	Benefitting Account	65,770
16	WELL 33 & BOOSTER STATION - LITTLE MORONGO	TOU-PA-2-E	Generating Account	1,029,865
17	Well 31	TOU-PA-3E	Benefitting Account	1,121,407
18	TWO BUNCH BOOSTERS	TOU-PA-2D	Benefitting Account	345,287
19	Well 26	TOU-PA-2-E	Benefitting Account	104,706
20	VALLEY VIEW RESERVOIR BOOSTERS	TOU-PA-2-E	Benefitting Account	572,893
21	LOW NORTHRIDGE RES. BOOSTERS	TOU-PA-2-E	Benefitting Account	84,778
			Total	6,314,820

Section II: Addendums to the RFP – Exhibit 5

Addendum #1

May 30, 2024

NOTICE TO RESPONDENTS

ADDENDUM NO. 1:

Respondents are hereby advised that the Request for Proposals (RFP) for the above referenced project are hereby amended in the following manner and the following manner only:

GENERAL:

All provisions of this Addendum No. 1 are fully incorporated into the RFP and respondents shall account for all provisions pursuant to this Addendum No. 1 when submitting their proposals.

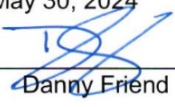
SCHEDULE OF EVENTS:

The Response to RFP inquiries, Proposal Submittal Deadline, and Anticipated Final Selection has been changed. The updated schedule of events for this RFP are as follows:

Description	Date	Time
Request for Proposals Released	May 7, 2024	
Pre-Bid Meeting/Job Walk	May 21, 2024	10:00 AM
Submittal of RFP Inquiries	May 24, 2024	2:00 PM
Response to RFP Inquiries	June 5, 2024	
Interviews (if needed)	June 2024	
Proposal Submittal Deadline	June 18, 2024	5:00 PM
Anticipated Final Selection	Week of July 1, 2024	
Award by Board of Directors	July 15, 2024	3:00 PM
Anticipated Execution of Contract	July 2024	

If you have given the RFP to someone else, please forward this Addendum.

Date Signed: May 30, 2024

By: 

Danny Friend

Title: _____
Director of Operations

Addendum No. 1 - Page 1 of 1

Addendum #2

Questions and Answers to the RFP

Q #	Question	Answer
1	ENGIE is requesting a 2-week extension. We feel this is necessary in order for us to do a thorough job on our engineering and pricing.	The Bid due date is extended by one week to June 18, 2024 per Addendum 1.
2	I did not notice requirements in the RFP for fixed or tilt tracking PV systems. Are fixed, ok?	The selected vendor is responsible for the designs.
3	Are there minimum height clearance requirements on the low end of solar PV, for wind purposes?	The selected vendor is responsible for the designs.
4	Any other required access roads, outside of Well 24 in RFP?	Not per the RFP.
5	Well 27 has underground dry wells. RFP layout shows PV array over the eastern most well. What are the depths of wells/tanks?	Plan sheets are being provided on PlanetBids portal as Exhibit F.
6	RFP states the district is self-certifying for permits. Does this include CEQA permits for threatened & endangered species? Burrowing Owl observed on job walk in proposed area at Horton WWTP.	No
7	Storm Water Pollution Prevention Program plan required?	Yes
8	Could you please help me understand if the District would be open to bidders only responding with a bid for the RES-BCT portion of the RFP?	A single vendor will be selected.
15	Will the District accept a response to this RFP for only the RES-BCT portion of the RFP?	Yes
16	Is the District willing to issue an extension on the RFP for pricing/bidding related to the RES-BCT project?	The Bid due date is extended by one week to June 18, 2024 per Addendum 1.
9	Is fencing for all solar project sites mandatory under this RFP? If not, please specify which sites, if any, do require fencing.	Bidder is responsible for security. The PV system will be installed within existing District fencing at all sites except for Well 24, Nancy Wright Regional Water Reclamation, and Little Morongo RES-BCT.
10	Provide underground utility plan for Horton WWTP and Well 32 sites.	Plan sheets are being provided on PlanetBids portal as Exhibit G for Horton WWTP and Exhibit H for Well 32.
11	For Well 27 project site, can the interconnection point be located at either Well 27 or Well 31, or is it mandatory to connect at Well 27?	Interconnection point will be Well 27.

12	There is a potentially lengthy route for the interconnection point at the Little Morongo (Well 33) RES-BCT site. Please confirm the possibility of routing the interconnection through the adjacent vacant lot. If not, is on-street routing mandatory for this project?	We anticipate that the Bidder will work with the utility to get a new service drop at the location of the PV system.
13	Could you please clarify whether all the mentioned project sites, regardless of size, will be awarded to a single vendor, or will each site be awarded to a different vendor?	A single vendor
14	For clarity on project scope and budget, please specify who will be responsible for and bear the associated costs for the following site tasks: (1)Necessary landfill (2)Levelling (3)Tree pruning/removal (4)Any type of grading work	Responsibility will be on the Bidder.
17	In HWWT, the installation area is very far from the interconnection point. This will lead to higher costs and cable losses. Can we use some alternate location near to the interconnection?	The Bidder is to determine the best location for the installation. The installation shall be located within the site layout identified in the RFP. See Part 5.1.C of Attachment 1 of the RFP.
18	In NRWRF, the installation area is very far from the interconnection point. This will lead to higher costs and cable losses. Can we use some alternate location near to the interconnection?	The Bidder is to determine the best location for the installation. The installation shall be located within the site layout identified in the RFP. See Part 5.1.C of Attachment 1 of the RFP.
19	For the RES-BCT site, has the application been made for 2MWAC project regarding MV service and interconnection?	No
20	Would it be possible to extend the submittal deadline to June 20th so bidders have time to assimilate the responses to the RFP inquiries with our subcontractors?	The Bid due date is extended by one week to June 18.
21	Please confirm that Well 33 (2 MW RES-BCT site) is on TOU-PA-2-E as stated in the RFP Exhibit B. This tariff is for accounts with a maximum demand of 200 kW. Is this the case at this site?	Confirmed
22	Please provide 12 months of interval data for all RFP sites.	Utility data is now available in the planet bids portal; Data does not exist for the RES-BCT. Assume that the new Nancy Wright Regional facility energy use will be the same as the Horton WWTP.
23	Please provide 12 months of utility bills in pdf (or, at the minimum, multiple sample bills) for all RFP sites.	Historical bills are now included in the Planet Bids portal.

24	Does the District have a Direct Access provider (e.g. Calpine)? Please provide 12 months of Direct Access bills for each site/meter in the RFP.	No DA.
25	Has the District started the CEQA process at all of the RFP sites? What is the current CEQA status of these sites?	No, the District has not started the CEQA process for any/all of the RFP sites
26	For the installation area to the east of Well 27 can the pond area be filled in or is it still required for overflow?	Pond is required for overflow.
27	Can you reconfirm the switchgear and utility transformer ratings for Well 32?	See Part 5.1.C of Attachment 1 of the RFP.
28	For the proposed 2 MW RES-BCT system north of the existing 1 MW system and Well 33, does the District required metal clad gear on equipment pads or can the bidders propose more cost effective options for the electrical equipment and tie-in?	Equipment must be designed for the environment in which it is installed.
29	Does the District have available land west of the existing 1 MW ground system and the installation area for the 2 MW RES-BCT system for the expansion of the RES-BCT system? Land reports shows the District owns land to the west. Are these parcels available for renewable development?	Yes, see Exhibit I of District owned parcels in the PlanetBids portal.
30	Does the District have additional meters with load or are all of the remaining District meters covered in Exhibit B of the RFP?	All meters are included
31	There is a wetland (stream bed) in the proposed installation area of NWRWF. This will require federal permitting which is a lengthy process that we advise the District to avoid: How did the District deal with the wetland (stream bed) in the development of the NWRWF? It looks like the wetland also passes through the land parcels of the new plant.	The biological resources study completed for the NWRWF as part of the EIR identified the potential for a stream bed through the site; however, it was a desktop study and subsequent field investigations found no discernable evidence of a stream bed through the NWRWF.
32	Can the AC run go straight as the crow flies from the installation area to the electrical panel at NWRWF?	No, this area is slated for future NWRWF expansion. See Exhibit J of future conceptual layout and recommended AC/conduit run
33	To avoid the cost of a 1200 ft AC run can the installation area be located on the same parcel as Well 33 directly north of NWRWF?	No, this area is slated for future NWRWF expansion. See Exhibit J of future conceptual layout and recommended AC/conduit run

34	Should the bidders assume Prevailing Wage for labor or is the District under a Project Labor/Community Workforce Agreement?	Prevailing Wages apply.
35	Where does the District propose for on-site storage of equipment and materials during the construction of the PV systems?	The District will accommodate the Bidder with laydown areas at each site.

Section III: Staten Proposal Inclusions, Assumptions, and Exclusions – Exhibit 5

STATEN PROPOSAL ITEMS

1. Solar PV Project Inclusions

- A Project Engineering
 - 1 Civil/structural engineering
 - 2 Electrical engineering
 - 3 Mechanical engineering
 - 4 Geotechnical studies and engineering
- B Project Permitting
 - 1 Applicable AHJ permitting fees
 - 2 Utility interconnection study process
- C Safety Plan
- D Materials
 - 1 Modules
 - 2 Inverters
 - 3 Racking/structures
 - 4 Balance of System (BOS)
 - 5 All other materials for constructing the system as per industry standards.
- E Equipment/Material Procurement
 - 1 Mobilization
 - 2 Delivery, storage, and staging logistics
 - 3 Delivery and handling costs
 - 4 De-mobilization
- F Facility Construction

- 1 Civil (trenching and backfill, directional boring, equipment pad preparation, etc.)
- 2 Structural/mechanical
- 3 Electrical
- G Interconnection Process
 - 1 Interconnection Application
 - 2 Initial and supplemental review process management
 - 3 System coordination studies (if deemed necessary)
 - 4 System protection engineering (Rule21, UL1741, etc.)
 - 5 Pre-parallel inspection
 - 6 Permission to operate (PTO)
- H Facility Testing
- I Facility Commissioning
 - 1 String voltage check
 - 2 Inverters – (System check ramp rate, power factor, protection, etc.)
 - 3 Racking visual inspection and torque check
 - 4 Monitoring, configuration, startup, and training of Participant’s personnel
 - 5 Switchgear (if required)
- J Monitoring Equipment/System - Inverter level performance/production monitoring
- K Operations and Maintenance
 - 1 Inverter maintenance
 - 2 Module cleaning/testing
 - 3 Checking of electrical connections/torque
 - 4 Racking/structure torque check
 - 5 Inverter extended warranty or replacement plan
 - 6 Remote monitoring
- L Production Guarantee - 90% system production guarantee or better.
- 2. Solar PV Project Assumptions
 - A Each site will follow the payments milestone separately based only on its status.
 - B Pricing includes sales tax, and permit fees.
 - C Payment and performance Bond and Insurance
 - D The District will retain ownership of all environmental attributes of the energy systems (Renewable Energy Credits (RECs), Carbon Credits, etc.)

- E Underground conditions allow for standard foundation sizing and installation, boring for electrical conduit lines, and trenching or digging required for the scope of work. Per Staten's response to post-proposal question #8, Staten has reviewed existing geotechnical reports and the design is compatible with the soil type.
- F Project pricing Project pricing includes compliance with prevailing wages where required by law; but assumes that the project is not bound to Union Labor.
- G Solar modules are Tier 1 and All inverters are UL 1741-SA certified or listed in the CEC compliant database.
- H Project pricing is based on designs for the PV Systems and location provided in RFP documents. Any changes to the location may be adjusted via a change order.
- I No electrical panel upgrades included. Main meters are adequately sized and have available space for connection of PV generation.
- J Unless otherwise stated, all systems will interconnect into a 480V AC 3-Phase service.
- K Array areas shown on project site maps are representative and not exact layouts. There is small change at few sites in the areas allocated/marked for module installation provided in Attachment 1 to the specification.
- L All pricing should be based on standard work hours of Monday – Friday 8:00 AM to 5:00 PM.
- M Assumed that all equipment will be delivered to site, if equipment must be delivered to a storage facility, then the cost of storage and redelivery to site will be the responsibility of Owner.
- N If crossing an existing easement is required, then any additional cost to perform work will result in a change order to Owner.
- O For Little Morongo RES-BCT, \$250K is included for Interconnection. Anything beyond that will be extra. The site will be connected to SCE's distribution system through a new meter. Installation costs includes all necessary subpanels, switchgear, metering, transformers, etc. The \$250K is specific to SCE distribution system upgrades related to the interconnection.
- P Notes for Equipment make: It is important to note that equipment makes and models are subject to change based on market availability. In such cases, any replacements will be chosen to be at least similar or superior in technical specifications and warranty terms.

3. Solar PV Project Exclusions

- A Utility costs for new services, distribution/substation upgrade fees, or any utility study fees beyond the initial application fee.
- B Any upgrades to existing site services.
- C Buy American, American Made, or American Recovery and Reinvestment Act certified components unless the Domestic Content option is ordered.
- D Overtime work – if required by the Owner - outside of Contractors standard working hours of 8 AM – 5 PM Monday through Friday.
- E Groundwater abatement.
- F Removal/disposal/Remediation of existing hazardous materials including asbestos.

- G Habitat mitigation.
- H Backup, or temporary power for existing electrical system.
- I SWPPP, grading plans/permit, tree removal permits, or any other permits required other than standard building, electrical and fire permits.
- J Backup generator power for use during interconnection shutdown.
- K All conductors, transformers, and pole work, as required by the utility and not the contractor.
- L Any fees or preparation and recording of documents required to cross existing easements.
- M Removal of any existing abandoned structures, conduits, pads etc.
- N Off-site Storage fees.
- O Environmental studies.

Exhibit 6
Form of SNDA

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

[*]
Phone: [*]
Email: [*]

(Space above this line for recorder's use)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the “**Agreement**”) is made as of the [*] by and between [*], a [*] (“**Lender**”), and [*], a [*] (“**Borrower**”), and [*], a [*] and its successors and assignees (collectively, “**Grantee**”).

RECITALS:

A. Lender has agreed to make a loan with an origin date of [*] and maturity date of [*] (the “**Loan**”) to Borrower secured by Borrower's interest in the property (the “**Property**”), which Property is more particularly described on **Exhibit “A”** attached hereto and incorporated herein; and

B. Borrower intends to lease a portion of the Property to Grantee pursuant to the provisions of a Site Lease (the “**Site Lease**”) so that Grantee may construct and operate a solar electric generating facility on the Property and sell power generated by the facility to Borrower pursuant to a Power Purchase Agreement (the “**PPA**” and together with the Site Lease, the “**Property Agreements**”) between Grantee and Borrower. Grantee and Borrower may also agree in the future to include charging stations for electric plug-in vehicles pursuant to a separate License Agreement which will be deemed a “Property Agreement” for purposes hereunder.

C. Grantee is willing to enter into the Property Agreements if Lender will agree not to disturb Grantee's possession of the portion of the Property leased to Grantee under the Site Lease so long as Grantee is not in default under the Property Agreements.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. Grantee agrees that the Property Agreements, as the same may hereafter be modified, amended or extended, and all of the terms, covenants and provisions thereof and all rights, remedies and options of Grantee thereunder are and shall at all times continue to be subject and subordinate in all respects to Lender's security interest in the Property arising under the Loan (the “**Security Interest**”), including without limitation all renewals, increases, modifications, consolidations and extensions thereof provided that any such renewals, increases, modifications, consolidations and extensions thereof shall also be subject to this

Agreement. Lender hereby agrees that its Security Interest in the Property shall not extend to, and does not in any manner include, any interest whatsoever in the System (as defined in the Property Agreements)._

2. Non-Disturbance. So long as Grantee is not in default under the Property Agreements beyond any applicable notice and cure periods, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Interest or the sale of the Property, Grantee shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Property Agreements or disturb the Grantee's possession, quiet enjoyment or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Security Interest shall be made subject to all rights of Grantee under the Property Agreements. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the instrument evidencing the Security Interest, and any other transfer of the Borrower's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. After its receipt of notice from Lender or any person or entity that acquires the Property through a foreclosure (an "**Acquiring Party**") of the completion of a foreclosure or that Lender or Acquiring Party has received a conveyance of the Property in lieu of foreclosure or otherwise obtained the right to possession of the Property, Grantee will be considered to have attorned to and recognized by Lender or Acquiring Party as its substitute grantor under the Property Agreements, and Grantee's possession, quiet enjoyment and use of the Property will not be disturbed. The foregoing provision will be self-operative, and will not require the execution of any further instrument or agreement by Grantee, Lender or the Acquiring Party to effectuate the attornment and recognition. The attornment and recognition of a substitute grantor will be upon all of the terms set forth in the Property Agreements.

4. No Liability. Lender and Grantee agree that if Lender or any Acquiring Party shall become the owner of the Property by reason of the foreclosure or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Property Agreements shall not be terminated or affected thereby but shall continue in full force and effect as a direct Site Lease and PPA between Lender or any Acquiring Party and Grantee upon all of the terms, covenants and conditions set forth in the Property Agreements and in that event, Grantee agrees to attorn to Lender or Acquiring Party and Lender or Acquiring Party agree to accept such attornment, provided, however, that Lender or Acquiring Party shall not be:

(a) liable for any act or omission of any prior grantor (including a Borrower), unless Lender has been given written notice thereof and the same time to cure as afforded such Borrower under the Property Agreements, or

(b) subject to any offsets or defenses that Grantee might have against any prior grantor (including a Borrower) unless Lender has been given written notice thereof and the same time to cure as afforded Borrower under the Property Agreements; or

(c) bound by any amendment or modification of the Property Agreements that would change the term of the Property Agreements specified therein made without Lender's or such Acquiring Party's prior written consent.

5. Rent. Grantee hereby agrees to and with Lender that upon receipt from Lender of a written notice of any default by a Borrower under the Loan and a written request for the same, Grantee will pay to Lender directly all sums due from Grantee under the Property Agreements. Grantee shall have no responsibility to ascertain whether such demand by Lender is permitted under the Loan, or to inquire into the existence of default by a Borrower under the Loan. In the event of the foregoing, the Borrower hereby authorizes Grantee to pay to Lender directly all sums due from Grantee under the Property Agreements and hereby waives any right, claim or demand it may now or hereafter have against Grantee by reason of such payment to Lender, and any such payment shall discharge the obligations of Grantee under the applicable Property Agreement to make such payment to Borrower. In addition, Borrower hereby indemnifies and holds Grantee harmless from and against any and all

claims, causes of actions, demands, liabilities and losses of any kind or nature, including but not limited to attorney's fees and expenses, sustained by Grantee as a result of its payment of the sums due under the Property Agreements directly to Lender in accordance with the terms and conditions hereof.

6. Lender's Consent. Unless Lender shall give its written consent to the same (which consent shall be obtained by Borrower), Lender shall not be bound by any agreement amending or modifying the Property Agreements that would change the term of the Property Agreements.

7. Lender to Receive Notices. Grantee shall provide Lender with copies of all written notices of any default by Borrower sent to Borrower pursuant to the Property Agreements simultaneously with the transmission of such notices to the Borrower. Lender shall have the right to remedy any Borrower default under the Property Agreements, or to cause any default of Borrower under the Property Agreements to be remedied during the same time period as Borrower as set forth in the Property Agreements. Grantee shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Borrower under the Property Agreements with the same force and effect as though performed by Borrower.

8. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if given in accordance with the provisions of the Property Agreement and addressed as follows:

If to Borrower:

[*]

Phone: [*]

Email: [*]

If to Lender:

[*]

Phone: [*]

[*]

If to Grantee:

[*]

Phone:

Email: [*]

or to such other address in the United States as such party from may from time to time designate by written notice to the other parties. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice or consent by either (i) one (1) business day after sending by an overnight courier service, or (ii) two (2) business days after sending by registered or certified mail, return receipt requested, addressed to the other party as indicated above, or at such other address in the United States as may be specified from time to time in writing by either party. Any notice or consent given hereunder by either party shall be deemed effective when mailed as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery shall be deemed receipt thereof.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Borrower and Grantee and their respective successors and assigns.

10. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure

or the acceptance of a deed or assignment in lieu of foreclosure or otherwise to which Grantee has received written notice of. The terms "Grantee" and "Borrower" as used herein include any successor and assignee of the named Grantee and Borrower herein, respectively.

11. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto, or if the Loan is paid in full, this Agreement shall automatically terminate.

12. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

13. Inapplicable Provisions. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

14. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. This Agreement shall not be binding on Grantee until a fully-executed and recorded copy hereof has been returned to it.

15. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural and vice versa.

16. Grantee's Personal Property. It is expressly agreed to between Lender, Borrower and Grantee that in no event shall any security interest under the Loan cover or encumber (shall not be construed as subjecting in any manner to the lien thereof) the solar electric generating facility, any vehicle charging stations or any of Grantee's equipment, signs, inventory, or other personal property at any time placed in, on or about the Property.

[SIGNATURES ON NEXT PAGE]

GRANTEE:

[*], and its successors and assignees,
(collectively, "Grantee")

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____ before me, _____,
Insert Name and Title of the Officer

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

BORROWER:

[*]

By: _____
Name: _____
Title: _____
Date: _____

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

State of _____)

County of _____)

On _____ before me, _____,
Insert Name and Title of the Officer

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit 7
NEM2.0 SITES AND PERFORMANCE BOND

NEM2.0 Sites

[List]

Performance Bond

Staten to calculate proposed amount for each NEM2.0 site based on the following formula:

Annual Performance Bond Value = (Tariff rate – RES BCT rate) x kWh exported

LAND LEASE AND SOLAR EASEMENT

Between

MISSION SPRINGS WATER DISTRICT

And

Trident Mission Springs LLC

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made as of September 4, 2024 (the “**Effective Date**”) between The Mission Springs Water District, a County water district, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 (“**Landlord**”), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at [REDACTED] (“**Solar Company**”). Landlord and Solar Company are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, on the date hereof, Landlord and Solar Company executed that certain Solar Power Purchase Agreement (“**PPA**”), a copy of which is attached as **Exhibit A**.

WHEREAS, it is the intent of the Parties that the PPA and this Lease be implemented such that each document be interpreted and applied to support implementation and operation of the other. Any capitalized terms defined in the PPA that are used in this Lease shall have the same meaning as provided in the PPA.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PREMISES

1.1 General.

a. Lease of Premises for Solar Energy Purposes. Landlord leases to Solar Company, and Solar Company leases from Landlord, the real property encompassing a portion of the Mission Springs Water District properties, more specifically described in **Exhibit B**, attached hereto (the “**Premises**”) for the purpose of monitoring, testing and evaluating the Premises for solar energy generation, and constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, and all necessary and proper electrical equipment on, along and in the Premises (collectively, “**Solar Facilities**”) [for use by the Landlord which is intended to be an “agency use” under California Government Code Section 54221(c)(1)], together with the appropriate rights of way. Solar Facilities includes electrical transmission and/or distribution and communications lines and related cables, wires, cables, conduit, circuit breakers and

transformers, and any and all necessary and proper facilities, fixtures, and additional equipment to be operated in conjunction with solar energy generating equipment installations and equipment in any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy (collectively, “**Transmission Facilities**”). Solar Company will have the exclusive right to use the Premises for solar energy purposes during the Term (as defined herein) of this Lease. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy via solar panels, and collecting, transmitting and storing the electrical energy so converted, together with any and all activities related thereto.

The general description of the Premises described in **Exhibit B** as incorporated into this Lease on the Effective Date may not be a precise legal description of the Premises. Landlord and Solar Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the legal description attached as **Exhibit B**, the Parties desire to enter this Lease and to be fully and legally bound by this Lease. Therefore, Landlord and Solar Company agree that (i) they are thoroughly familiar with the proposed location of the area comprising the Premises, and (ii) the legal description of the Premises may be substituted for **Exhibit B** pursuant to an amendment to this Lease and such legal description will become the final legal description of the Premises. The Parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as **Exhibit B** and both Parties will be obligated to perform hereunder based on such depiction of the Premises.

b. Access Easement. Landlord hereby grants to Solar Company, for the Term, a non-exclusive easement (the “**Access Easement**”) over, across and on the Premises for ingress to and egress from the Solar Facilities by means of any existing roads and lanes, or, if no such roads exist or if it is otherwise commercially impracticable for Solar Company to use existing roads, then by such route or routes as Solar Company may construct from time to time as agreed to by Landlord in accordance with **Section 1.1(k)** herein. The Access Easement will run with and bind the Premises, and will inure to the benefit of and be binding upon Landlord and Solar Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. A copy of the Access Easement is attached hereto as **Exhibit C**.

c. Transmission Easement. Landlord hereby grants Solar Company for the Term a non-exclusive easement for Transmission Facilities (the “**Transmission Easement**”) on, over, under and across the Premises, including ingress to and egress from the Solar Facilities, on such portions of the Premises as agreed to by Landlord in accordance with **Section 1.1(k)** herein. The Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. The Transmission Easement will run with the Premises and inure to the benefit of and be binding upon Landlord and Solar Company and their respective transferees, successors, and assigns, and all persons claiming under them. Solar Company will have the right to assign or convey all or any portion of the Transmission Easement independently from this Lease to any Person (as defined herein) on an exclusive or nonexclusive basis, subject to the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, or otherwise contract with a third party that owns, operates and/or maintains electric transmission or distribution systems relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems. A copy of the Transmission Easement is attached hereto as **Exhibit C**. As used herein, “**Person**” means any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, trust or other entity or organization. Solar

Company will bury all collector lines being laid down by the Solar company in the course of implementing the project that are 138kv or less (the placement of which shall be subject to **Section 1.1(k)** herein), except such lines that Solar Company, in good faith, determines that it is unable to bury for technical reasons or at commercially reasonable cost and expense.

d. Landlord's Retained Rights. Landlord will retain the right to use the portion of the Premises not occupied by Solar Facilities to the extent its use is not inconsistent with Solar Company's rights under this Lease and does not interfere with the ownership or operation of the Project. Such rights shall include, without limitation, Landlord's use of the portion of the Premises occupied by Solar Facilities to (1) continue water storage, treatment, transmission and wastewater treatment operations, (2) conduct vegetative maintenance, (3) perform water monitoring and sampling as may be required under applicable law, including without limitation the requirements of Waste Discharge Requirement Order No. R1-2013-0042 as may be amended or renewed from time to time, (4) conduct inspections, and (5) conduct Premises maintenance and repair. When on the Premises, Landlord and its representatives shall comply with Solar Company's safety policies and procedures, and Landlord will instruct its representatives not to damage or interfere with the Project.

e. Planned Location of Solar Facilities. The initial placement of the Solar Facilities on the Premises and easement areas shall be substantially as set forth in designs and specifications attached to the PPA as Exhibit 5 thereto (the "**Specifications**"). To the extent such placement materially varies from such Specifications, Solar Company shall obtain consent of Landlord on its site development plan prior to deploying its solar panel structure and any equipment necessary to the operating thereof, in accordance with **Section 1.1(k)** herein.

f. Part of a Larger Project. In the event Solar Company seeks to expand the solar energy facilities with which the Premises would share transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of such facilities, Solar Company may submit to Landlord proposed solar energy facilities with which the Premises is included in a defined solar energy project (the "**Larger Project**"), and seek Landlord's approval, which approval, and terms of such approval, shall be within Landlord's sole and unreviewable discretion, to include the Premises in the Larger Project.

g. Non-Interference with Landlord's Operations. Solar Company acknowledges that the Premises is part of Landlord's water and wastewater reclamation system and is adjacent to Landlord's operations (together "**Landlord Operations**"), and that the Premises, Access Easement, and Transmission Easement may be concurrent with areas that are used for Landlord Operations. As such, Solar Company agrees that it shall comply with Landlord's policies that have been provided to Solar Company in writing and applicable law, not materially interfere with Landlord Operations, and shall cause its subcontractors and agents to do the same and not materially interfere with Landlord Operations, provided that nothing in this **Section 1.1(g)** is intended to materially limit Solar Company's rights to operate the Solar Facilities in accordance with this Lease and the PPA.

h. Solar Company shall install an emergency shutoff switch or breaker to shut power to the Solar Facilities. Such switch or breaker shall be available for Landlord's access at all times.

i. All solar energy generation activities described herein, including the Solar Facilities, Access Easement, Transmission Easement, and Specifications shall collectively be referred to as the “**Project**”.

j. Prior to the construction of the Project, Solar Company shall use commercially reasonable efforts to obtain, at its sole cost and expense:

(i) any zoning, land use and building permits required to construct, install and operate the Solar Facilities; and

(ii) any agreements and approvals from the applicable Utility necessary in order to interconnect the Solar Facilities to Landlord Operations’ electrical system and/or the appropriate utility’s electric distribution system.

Landlord shall reasonably cooperate with Solar Company’s reasonable requests to assist Solar Company in obtaining such agreements, permits and approvals.

k. Landlord Consent Process. With respect to any actions in which Solar Company is required herein to confer with Landlord or otherwise obtain Landlord’s approval, Solar Company shall submit to the General Manager of Landlord in writing with adequate specificity the reason for the action, the details, including specifications as applicable, of the action proposed, and the timing of the proposed action. Landlord shall respond in writing no later than ten (10) Business Days (as defined herein) after receipt of Solar Company’s proposal. Such response shall either approve or disapprove of the proposed action, or request additional information (which request may include a meeting with Solar Company). If Landlord does not approve, or if Landlord concludes that it cannot render a determination as a result of lack of sufficient information even after meeting with Solar Company or additional information is provided, Solar Company may initiate dispute resolution in accordance with **Section 9.5** herein. As used in this Agreement, “**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks in Riverside, California and/or Atlanta, Georgia are required or authorized by applicable law to close.

l. OSHA Compliance. Solar Company shall ensure that all state and federal Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in all material respects in its or its contractors’ or subcontractors’ performance under this Lease.

1.2 **Solar Easement.**

a. Open Access to Sun. Landlord hereby grants and conveys to Solar Company an exclusive easement on, over and across the Premises for open and unobstructed access to the sun to develop, capture, use and convert all solar energy resources using the Solar Facilities and to ensure adequate exposure of the Solar Facilities to the sun. Such easement includes a prohibition of any obstruction to the open and unobstructed access of the Solar Facilities to the sun other than by the atmosphere (together with the preceding sentence, the “**Solar Easement**”). The Solar Easement runs with and binds the Premises, and inures to the benefit of and is binding upon Grantor and Grantee, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. A copy of the Solar Easement is attached hereto as **Exhibit C**.

b. Landlord Improvements. Trees, buildings and other improvements located adjacent to the Premises as of the date of this Lease will be allowed to remain, provided that Landlord may within its reasonable discretion permit and condition removal of trees, at Solar Company's expense upon written request of Solar Company. Landlord may not place or plant any trees, buildings or improvements (an "**Improvement**") on or adjacent to the Premises after the date of this Lease which may impede or interfere with the open and unobstructed access to the sun to the Solar Facilities, unless Landlord has received written approval from Solar Company for any such trees, structure or improvement. Subject to the foregoing, Landlord may without Solar Company approval construct any Improvement on or ancillary to the Premises if such Improvement meets all of the following requirements:

(i) Such Improvement poses no material interference with the operation of any part of the Solar Facilities located on the Premises or elsewhere in the Project; and

(ii) Such Improvement is located at least five hundred (500) feet from the location of any Solar Facility (whether such Solar Facility is located on the Premises or elsewhere in the Project).

If Landlord constructs an Improvement that violates or is not in compliance with any of the restrictions of this **Section 1.2(b)**, Solar Company may provide notice to Landlord that said Improvement must to be removed within thirty (30) days after Landlord's receipt of Solar Company's notice. Should Landlord fail to remove the non-complying Improvement or otherwise invokes Dispute Resolution under **Section 9.5** herein within such thirty (30) day period, Solar Company may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Landlord.

c. No Interference. Landlord will not materially interfere with, and will not allow any other Person to materially interfere with, the free, open, unobstructed access to the sun, solar speed or solar direction over and across the Premises.

1.3 Continuing Nature of Obligations.

a. Benefits are "In Gross". The Solar Easement, Access Easement, Transmission Easement and all other easements and related rights granted by Landlord in this Lease to Solar Company are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Solar Company, and its successors and assigns, as Landlord of the rights created by the Solar Easement, Access Easement, Transmission Easement and such other easements. The Solar Easement, Access Easement, Transmission Easement and other rights granted Solar Company by Landlord in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement, Access Easement, or Transmission Easement and, as between the Premises and other tracts of property on which Solar Company may locate Solar Facilities, no tract is considered dominant or servient as to the other.

b. Burdens Run With and Against the Land. The burdens of the Solar Easement, Access Easement, Transmission Easement and all other rights granted to Solar Company in this Lease will run with and against the Premises and will be a charge and burden on the Premises and will be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, Solar Easement, Access

Easement, and Transmission Easement will inure to the benefit of Solar Company and its successors, assigns, permittees, licensees and Project lessees. Landlord and Solar Company agree to execute all documents reasonably necessary to record the Solar Easement, Access Easement, and Transmission Easement in the county where the Premises are located.

ARTICLE II

LEASE TERM

2.1 **Term.** This Lease is effective as of the Effective Date. The “**Term**” consists of the Procurement and Construction Period and the Operating Term, unless earlier terminated in accordance with the terms of this Agreement as follows:

a. Procurement and Construction Period. Solar Company’s rights under this Lease will be in effect throughout the Procurement and Construction Period. The “**Procurement and Construction Period**” commences on the Effective Date of this Lease and expires on that date which is eighteen (18) months after the Effective Date or earlier date upon notification by Solar Company that it has completed all tasks scheduled for the Procurement and Construction Period. During the Procurement and Construction Period, the Solar Company shall develop, construct, and install the Solar Facilities on the Premises and render the same fully operational.

b. Operating Term. The “**Operating Term**” of this Lease shall commence upon the expiration of the Procurement and Construction Period and shall continue for a period of twenty-five (25) years. Notwithstanding the foregoing, the Operating Term may be earlier terminated in accordance with the terms of this Lease. The Operating Term of this Lease shall be extended by the period of any renewals of the term of the PPA.

2.2 **Termination of Lease.** This Lease will terminate upon the earliest of the following events:

- a. The expiration of the Term;
- b. The written agreement of the Parties to terminate this Lease;
- c. At the option of Solar Company upon the expiration of the Procurement and Construction Period; provided that Solar Company shall be required to transmit written notice of termination to Landlord not less than sixty (60) calendar days prior to the expiration of the Procurement and Construction Period as set forth in **Section 2.1(a)**;
- d. Landlord’s purchase of the Solar Facilities under **Section 2.3** (Landlord Purchase);
- e. Termination by a Party under **Section 10(b)** (Force Majeure);
- f. A material Breach of this Lease by either Party and the election of non-breaching party to terminate the Lease pursuant to **Article IX** of this Lease;
- g. A condemnation of all or a portion of the Premises and the election of the Solar Company to terminate the Lease pursuant to **Article VIII** hereof;

h. Pursuant to applicable law, except that if any such applicable law is amended or terminated after the Effective Date, and the effect of such amendment or termination is to extend the permissible Procurement and Construction Period to or eliminate the requirement that commercial operation or the development of the potential to produce solar energy begin within a specified time period, then this Lease will automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein, or;

i. Termination of the PPA, subject to **Section 4.4(a)(ii)** below.

2.3 **Survival of Covenants.** Landlord acknowledges that the covenants, conditions, rights and restrictions in favor of Solar Company pursuant to this Lease including, but not limited to, the Access Easement, Transmission Easement and Solar Easement, and Solar Company's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Solar Company pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational. Solar Company acknowledges that the covenants, conditions, rights and restrictions in favor of Landlord pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III

PAYMENTS AND TAXES

3.1 **Annual Rent and Payments.** Commencing on the first Business Day of the calendar year immediately following the year in which the Operations Term begins, Solar Company shall pay Landlord annual rent in the amount of \$10.00. Rent shall be payable in arrears annually on the first Business Day of each calendar year and will be prorated for any partial years.

3.2 **Taxes, Assessments, and Utilities.**

a. Landlord will pay, when due, all real property taxes and assessments (together "**real property taxes**") levied against the fee title to the Premises and all personal property taxes and assessments levied against any property and improvements owned by Landlord and located on the Premises, if any, it being understood that as a government entity no tax should be imposed. If Landlord fails to pay any such taxes or assessments when due, Solar Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Landlord or deduct the amount of its payment from any rent or other amount otherwise due to Landlord from Solar Company.

b. Solar Company Taxes and Assessments. Solar Company will pay all personal property taxes, fees and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the real property taxes assessed to such Premises increase solely as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, [or in the event of the imposition of a possessory interest tax on this Lease,] Solar Company will pay the same or reimburse Landlord an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real property [or possessory interest]

taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Landlord provides Solar Company with copies of the applicable current and past statements of real property taxes payable for the Premises, if applicable, and any related information demonstrating that the installation of the Solar Facilities resulted in the increase in real estate taxes for which Landlord is requiring payment or reimbursement from Solar Company.

c. Tax Contest. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question as required by The California Revenue and Taxation Code pending the outcome.

d. Solar Company Utilities. Solar Company will pay costs (based on meter readings) for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Solar Company on the Premises.

e. Prevailing Wages. Solar Company will comply with California Labor Code Section 1720 et seq, and the regulations adopted pursuant thereto (“**Prevailing Wage Laws**”) in its performance under this Lease, such requirement to further apply to Solar Company’s contractors and subcontractors. Solar Company shall indemnify, defend (with counsel reasonably approved by Landlord) and hold Landlord its Indemnified Parties (as defined in **Section 6.1** below) harmless from and against all liability, loss, cost, expense (including without limitation reasonable attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (collectively, “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation all claims that may be made by contractors, subcontractors or other third party claimants pursuant to California Labor Code Sections 1726 and 1781), or noncompliance with the Prevailing Wage Laws.

ARTICLE IV

SOLAR COMPANY COVENANTS

Solar Company covenants, represents and warrants to Landlord as follows:

4.1 **Liens.** Solar Company will keep the Premises (other than the Solar Facilities) free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Solar Company. Landlord shall not cause or permit any lien or encumbrance that could affect use or operation of the Solar Facilities. Solar Company and Landlord may contest any such lien, but the contesting Party will post a statutory mechanic’s lien release bond to remove any lien that is created during the contested proceeding. Solar Company and Landlord agree to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice from the other Party of the creation of any such lien or encumbrance.

4.2 **Permits and Laws.** Solar Company and its designees will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any Governmental Authority (as defined in the PPA) applicable with respect to Solar Company’s activities pursuant to this Lease in all material respects and will obtain all

permits, licenses and orders required to conduct any and all such activities, including taking all actions necessary to obtain any permits, licenses and orders required to conduct any and all such activities to the extent such permit, licenses, or orders are required to be issued under the name of the owner of the Premises (collectively, “**Legal Requirements**”). Landlord shall provide reasonable cooperation requested by Solar Company in connection with obtaining all such permits, licenses and orders. Solar Company will indemnify, defend and hold harmless Landlord, in accordance with **Article VI**, in the event of any action, including without limitation any administrative or judicial action, with regard to Legal Requirements. Solar Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Solar Company or with the prior written consent of the Landlord in the names of both Solar Company and Landlord where appropriate or required (or in the name of the Landlord where the property owner is required to be solely named and written consent first obtained), the validity or applicability to the Premises or Solar Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other Governmental Authority, provided that this requirement shall not apply in circumstances where Landlord initiates legal proceedings against Solar Company in a regulatory role. Landlord will reasonably cooperate in such contest, provided Solar Company reimburses Landlord for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Landlord, will be defended by Solar Company, but Solar Company may not take any action or agree to any settlement, including injunctive relief, that may affect Landlord or Landlord Operations without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Furthermore, Solar Company will indemnify, defend and hold harmless Landlord from Solar Company’s failure to observe or comply during the contest with the contested Legal Requirement. Notwithstanding the foregoing, Solar Company’s indemnification obligations set forth in this **Section 4.2** shall not apply to Claims arising from the gross negligence or willful misconduct of an Indemnitee.

4.3 Solar Company’s Improvements.

a. Subject to **Sections 4.4(b) and (c)** below, all Solar Facilities constructed, installed or placed on the Premises by Solar Company pursuant to this Lease will be and remain the sole property of Solar Company and Landlord will have no landlordship or other interest in any Solar Facilities on the Premises. The Solar Facilities are and will remain personal property of the Solar Company, notwithstanding any present or future common landlordship of the Solar Facilities and the Premises.

b. Construction, installation, and placement of the Solar Facilities will be performed in a good and workmanlike manner at the sole cost and expense of Solar Company, and shall be consistent with the plans and Specifications, as they may be revised from time to time in accordance with the terms of this Lease and the PPA.

c. Throughout the Term, Solar Company will, at its sole cost and expense, maintain Solar Company’s Solar Facilities in good condition and repair, including maintaining the Solar Facilities in a clean and orderly condition, such as taking commercially reasonable measures to ensure there is no material accumulation of bird excrement, dust or dirt on the solar panels or associated equipment. Such maintenance and repair activities, unless in an emergency situation, shall occur during Landlord’s standard operator hours, provided, however, that to the extent of any maintenance, other than in emergency situations, requires shut down of the Solar

Facilities, Solar Company shall use its commercially reasonable efforts to conduct such maintenance during off-peak or part-peak hours. Landlord shall be provided no less than twenty-four (24) hours-notice before any such activity is to occur. Any person conducting such maintenance and repair activities shall wear safety apparel in accordance with applicable law, and shall wear personal flotation devices while working on the solar panel floats. Any maintenance personnel shall sign in, sign out, and shall provide a cell phone number with Landlord's lead shift operator on site.

d. Solar Company shall notify Landlord within one Business Day following Solar Company's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Landlord and Solar Company shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Solar Company's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Landlord shall notify Solar Company immediately upon the discovery of an emergency condition affecting the System, provided that Landlord may take any emergency action necessary to protect human health or the environment to extent immediate action is required and prior notice to Solar Company is not possible.

e. All Solar Facilities constructed, installed or placed on the Premises by Solar Company pursuant to this Lease may, upon reasonable advance notice to Landlord, be moved, removed, replaced, repaired or refurbished by Solar Company at any time, provided that such actions by Solar Company may not interfere with Landlord Operations, or if such action may interfere with Landlord Operations require Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Solar Company will pay Landlord the fair market value of caliche, gravel, or water from the Premises purchased by Solar Company with the consent of Landlord.

f. Solar Company will take commercially reasonable steps to avoid damaging any tile lines or irrigation systems on the Premises or easement areas. Solar Company agrees to repair, replace and/or reroute underground tile lines damaged during construction or operation of the Solar Facilities. Upon reasonable notice, Landlord will be given the opportunity to inspect the repair, replacement or rerouting of tile or irrigation systems prior to being covered with topsoil.

4.4 Removal of Solar Company's Improvements.

a. Solar Company Will Remove Solar Facilities Upon Termination.

(i) At the end of the Term, including upon any early termination of the Lease, and subject to Landlord's purchase option set forth in Section 13.a of the PPA, Solar Company will remove all its Solar Facilities, within twelve (12) months after the date the Term expires or the Lease terminates. Landlord grants Solar Company an easement for such removal, which easement will survive for twelve (12) months after the expiration or termination of this Lease. Such easement and removal period shall be extended up to sixty (60) days in the event Landlord exercises its purchase option under Section 13.a of the PPA. Upon removal of the Solar Facilities, Solar Company shall restore the Premises and other areas affected by the Solar Facilities to conditions substantially as existing on the Effective Date.

(ii) In the event termination of this Lease would otherwise be effected by termination of the PPA, nothing herein shall foreclose the Parties from agreeing to continue

this Lease under mutually acceptable terms, which agreement to continue the Lease would be in the sole discretion of each Party, respectively.

b. [Reserved]

c. Landlord's Right to Remove Solar Facilities Upon Failure by Solar Company. If Solar Company fails to remove any of the Solar Facilities within the required time period set for in **Section 4.4(a)** above, such Solar Facilities will be considered abandoned by Solar Company and Landlord may remove these Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Solar Company. In such event, if Landlord removes such Solar Facilities at Landlord's expense, Solar Company will reimburse Landlord for all reasonable costs of removing those Solar Facilities, less any salvage value received by Landlord, within thirty (30) days after receipt of an invoice from Landlord.

d. [Reserved]

4.5 Hazardous Wastes. Solar Company will not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Solar Company's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement except in such quantities as may be required in its normal business operations and only if such use is in full compliance with all Legal Requirements. To the extent applicable, Solar Company shall obtain an EPA ID Number and sign all hazardous waste manifests for any wastes associated with Solar Company's operations under this Lease. Solar Company is not responsible for any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement located on the Premises that was not used, stored, disposed of or released on the Premises as a result of Solar Company's operations. Solar Company shall indemnify, defend and hold harmless the Indemnitees from and against all Losses (as defined below) arising out of or relating to the existence at, on, above or below the Premises of any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement to the extent deposited, spilled or otherwise caused by Solar Company or any of its contractors or agents. Landlord shall indemnify, defend and hold harmless the Solar Company Indemnified Parties (as defined below) from and against all Losses arising out of or relating to the existence at, on, above, below or near the Premises of any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement to the extent not deposited, spilled or otherwise caused by Solar Company or any of its contractors or agents.

4.6 Insurance. Solar Company and any contractor or subcontractor of Solar Company shall not commence work under this Lease until Solar Company shall have obtained all insurance required under this paragraph and such insurance shall have been approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Solar Company shall not allow any contractor or subcontractor to commence work on under this Lease until all similar insurance required of the Solar Company shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

a. Each of Solar Company and Landlord shall procure and maintain for the duration of the Lease all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Lease.

b. Coverage shall be at least as broad as:

(i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(ii) Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto).

(iii) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If no employees are utilized, the CONTRACTOR shall sign a declaration as described in California Health and Safety Code Section 19825.

c. Each Party shall maintain limits no less than:

(i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations and \$2,000,000 general aggregate limit. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

d. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the other Party. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Lease; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

e. Each of Solar Company and Landlord will provide the other Party with copies of certificates of insurance evidencing this coverage upon request.

f. Landlord, its officers, officials, employees, agents and volunteers are to be included as additional insureds on each of the required policies held by Solar Company, and Solar Company, its officers, directors, managers, employees, contractors, agents, representatives and lenders are to be included as additional insureds on each of the required policies held by Landlord. Moreover, the insurance coverage required herein shall be primary insurance, each policy required shall include an endorsement providing that that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other Party.

g. The Workers' Compensation endorsement under Solar Company's policy shall contain a Waiver of Subrogation against Landlord and under Landlord's policy shall contain a Waiver of Subrogation against Solar Company. Each Party shall provide to the other Party an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all

rights of subrogation against the other Party for injuries to employees of the Insured resulting from activities under this Lease.

h. Each Party shall furnish the other Party with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

i. Solar Company shall include all contractors and subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each prior to commencement of subcontractor's work. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

ARTICLE V

LANDLORD COVENANTS

Landlord covenants, represents and warrants to Solar Company as follows:

5.1 **Title and Authority.** Except to the extent otherwise stated in this Lease, Landlord is the sole Landlord of the Premises in fee simple or subject to an easement and each person signing this Lease on behalf of Landlord has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Solar Company herein. There are no encumbrances or liens (including farm or other tenancies) against the Premises except those which are listed on **Exhibit D**, attached hereto (the "**Encumbrances**"). Landlord agrees to use commercially reasonable efforts to deliver any documents necessary to correct any title defects that reasonably could be expected to interfere with the operation of the Project. All Persons having any landlordship interest in the Premises are signing this Lease as Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms. Landlord expressly waives any and all existing and future statutory, common law and other liens on the Solar Facilities that Landlord may have under applicable law. To the extent that any such lien cannot be waived under applicable law, Landlord hereby subordinates such lien to all existing and future liens and security interests in favor of Solar Company's creditors. There are no zoning rules or ordinances that would prohibit installation, ownership and operation of the Project. Landlord has paid all taxes assessed on the Premises and any fixtures thereon that are due and payable.

5.2 **Cooperation to Eliminate Lien Interference.** Landlord will cooperate with Solar Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, in form and substance reasonably acceptable to Solar Company, from any Person with a lien, encumbrance, mortgage, deed of trust, lease or other exception to Landlord's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Solar Company under this Lease and the PPA. Any lien, encumbrance, mortgage, deed of trust, lease or other exception to Landlord's fee title to the Premises arising after the Effective Date of this Lease shall be subordinate to this Lease. Landlord will also cooperate with Solar Company to obtain and maintain any permits or approvals needed for the Solar Facilities, and will provide Solar Company with such further assurances and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for

recording purposes or requested by Solar Company or any of its lenders in accordance with the terms herein.

5.3 Quiet Enjoyment. Solar Company will have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference by Landlord or any person claiming by, through or under Landlord. Landlord and its activities on the Premises and any grant of rights Landlord makes to any other Person will be only as permitted, and will not materially interfere with any of Solar Company's rights or activities, as set forth under this Lease.

5.4 Exclusivity. During the Term of this Lease, Solar Company will have the sole and exclusive rights to install and operate Solar Facilities on the Premises, to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. In no event during the Term will Landlord construct, build or locate or allow others to construct, build or locate any solar energy facility or similar project on the Premises.

5.5 Hazardous Materials. Landlord will not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landlord's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Landlord is permitted to conduct on the Premises and only if such use is in full compliance with all Legal Requirements to include wastewater treatment. Landlord represents and warrants to Solar Company that, as of the date hereof and to the best of Landlord's knowledge, there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Premises in violation of any Legal Requirements.

5.6 Operation of the Solar Facilities. Landlord acknowledges and understands that the Solar Facilities to be located on the Premises, or in connection with the Project on adjacent property may impact the view on the Premises or on adjacent Premises or otherwise cause visual effects. Landlord covenants and agrees that the Landlord will not assert that the Solar Facilities constitute a nuisance.

5.7 Security. Landlord shall be responsible for using commercially reasonable efforts to maintain the physical security of the Solar Facilities against known risks and risks that should have been known by Landlord in accordance with the security policies that it utilizes for its own water and wastewater facilities. Landlord will not conduct activities on, in or about the Premises or the Solar Facilities that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Transmission Facilities. Such efforts as are implemented as of the Effective Date with regard to security of Landlord's water and wastewater facilities shall be deemed commercially reasonable efforts for purposes of this Section.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification. [Solar Company][Each Party] (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the the other Party and its respective officers, officials, directors, employees, representatives, volunteers, and agents and, (collectively the "**Indemnified Party**") against any and all losses, damages, claims, administrative, regulatory or civil penalties or fines, expenses and liabilities, including, without limitation, reasonable

attorneys' fees and costs (each a "**Loss**" and collectively "**Losses**"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party contemplated under or associated with this Lease, or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises. This indemnification will not apply to Losses to the extent caused by any grossly negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the termination of this Lease. For the purposes of this **Section 6.1**, Solar Company's obligations hereunder shall include (1) operations or activities of any contractor or subcontractor of Solar Company or its affiliates, parents, subsidiaries, agents or representatives with respect to those operations or activities contemplated under or associated with this Lease, and (2) any negligent or intentional act or omission on the part of any contractor or subcontractor of Solar Company or its affiliates, parents, subsidiaries, agents or representatives with respect to this Lease or the Premises. The Indemnified Party with respect to Landlord shall include the Mission Springs Water District, and its officers, officials, directors, employees, representatives, volunteers, and agents.

6.2 Notice and Participation in Third Party Claims. The procedures set forth in this **Section 6.2** shall apply to all claims for indemnification under this Lease. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Claim asserted by a third party, as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this **Article VI** unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall have no liability for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

ARTICLE VII

ASSIGNMENT; FINANCING

7.1 Right to Encumber. The Parties acknowledge that Solar Company may obtain construction and long-term financing or other credit support from one or more Lenders. "**Lender(s)**" means Person or Persons providing construction or permanent financing to Solar Company in connection with construction, ownership, operation and maintenance of the Project. To the extent Solar Company seeks to finance construction, implementation, and/or operation of the Project, it may contract with a Lender to assume Solar Company's rights under this Lease only if all of the following conditions are fully satisfied:

a. Any Lender or other equity partner of Solar Company must be reputable and have qualifications that would otherwise be necessary to contract or associate with a California municipal corporation under applicable law and consistent with good governance practices.

b. This Lease must be attached to the loan documents, and Lender must separately agree with Landlord that to the extent the lender assumes any or all of Solar Company's rights under this Lease, it agrees to be bound by the Lease and fully assume all obligations of Solar Company hereunder.

7.2 Lender Right to Cure Solar Company Default. Landlord agrees that any Lender will have the right to make any payment and to, and subject to the conditions of herein, do any other act or thing required to be performed by Solar Company under this Lease, and any such payment, act or thing performed by Lender will be effective to prevent a Breach (as defined in **Section 9.1** below) by Solar Company and any forfeiture of any of Solar Company's rights under this Lease as if done by Solar Company itself.

7.3 Notice from Solar Company to Lender in Case of Solar Company Default. During the time all or any part of Solar Company's interests in the Lease are mortgaged or assigned to any Lender, if Solar Company defaults under any of its obligations and Landlord is required to give Solar Company notice of the default, Solar Company will be required to give Lender notice of the default within five (5) Business Days after receipt of notice from Landlord, and shall concurrently provide to Landlord a copy of the Notice sent to the Lender. If Landlord becomes entitled to terminate this Lease due to an uncured default by Solar Company, Landlord will not terminate this Lease before at least thirty-five (35) days after the date notice of default was sent by Landlord to Solar Company to provide the Lender an opportunity to cure the default and prevent termination of this Lease.

7.4 Modifications in Connection with Financing. In furtherance of Solar Company's financing arrangements, Landlord shall, within 10 business days after Solar Company's request therefor, execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Lease that may be reasonably requested by Solar Company or its Lender; provided that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Lease and the PPA.

7.5 Successor Servicing. The Parties acknowledge that in connection with any construction or long term financing or other credit support provided to Solar Company or its affiliates by a Lender, such Lender may require that Solar Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Solar Facilities and/or administrative services with respect to this Lease or the PPA (the "**Successor Provider**"). Landlord agrees to accept performance from any Successor Provider so appointed so long as (a) Landlord consents to such Successor Provider, which consent shall not be unreasonably withheld, conditioned or delayed, and (2) the Successor Provider agrees to perform in accordance with the terms of this Lease and the PPA.

7.6 Assignment of Solar Company's Interest. Solar Company may assign its rights or interest in the Lease (including for the avoidance of doubt the easements granted herein) only with the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that Solar Company may, without further consent of Landlord, and upon written notice to Landlord of such assignment and the assignee's written agreement to assume Solar Company's rights and obligations under this Lease, assign its rights and obligations under this Lease to an affiliate, the purchaser of all or substantially all of the Project, and in accordance with **Section 7.1** to a Lender. In no event may the Lease be assigned unless the

assignee agrees to assume Solar Company's obligations under this Lease and the PPA, and such assignee has the financial and substantive ability to fulfill all Solar Company obligations under this Lease.

ARTICLE VIII

CONDEMNATION

8.1 **Effect of Condemnation.** If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Solar Company's construction, installation or operation of Solar Facilities on the Premises, at Solar Company's option, the Parties will either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Solar Company, together with any corresponding payments, or this Lease will terminate in which event neither Party will have any further obligations.

8.2 **Condemnation Proceeds.** All payments made by a condemnor on account of a taking by eminent domain will be the property of the Landlord, except that Solar Company will be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Solar Company will have the right to participate in any condemnation proceedings to this extent.

ARTICLE IX

DEFAULT/TERMINATION

9.1 **Definition of Breach.** Each of the following will constitute a "**Breach**" that will permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity:

- a. any failure by Solar Company to pay any amounts due under **Article III** if the failure to pay continues for thirty (30) days after written notice from Landlord; or
- b. any other material breach of this Lease by either Party which continues for thirty (30) days after written notice of default from the non-defaulting Party or, if the cure will take longer than thirty (30) days, such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Breach, if (A) the breaching Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the non-breaching Party resulting from the failure to cure the Breach.

9.2 **Surrender.** Upon the termination or expiration of this Lease, the terms of **Section 4.4** herein shall apply. For the period between the date of termination or expiration of this Lease and the date on which Solar Company completes removal of the Solar Facilities as required under **Section 4.4** of this Lease (or the date upon which Landlord purchases the Solar Facilities under **Section 13.a** of the PPA), Solar Company will continue to pay the annual rent set forth in **Section 3.1** for the Solar Facilities installed on the Premises.

9.3 Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF LANDLORD AND SOLAR COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE, EXCEPT WHERE SUCH DAMAGES ARE REQUIRED TO BE IMPOSED BY APPLICABLE LAW.

9.4 Delinquent Payments. If Solar Company fails to pay Landlord any sum to be paid by Solar Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue interest at the annual rate of the of [ten percent per annum] or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

9.5 Disputes. The Parties shall attempt to first resolve informally any dispute arising from or relating to this Lease. If after a good faith attempt at such informal dispute resolution either Party believes that such attempts will not be successful, such Party may initiate binding arbitration in Riverside County in the State of California. The arbitration shall be administered by JAMS¹ or other agreed upon recognized arbitration service in accordance with its Comprehensive Arbitration Rules and Procedures using a panel of three arbitrators, and judgment on any award may be entered in any court of competent jurisdiction. Each Party shall select one arbitrator. The arbitrators selected by the Parties will select a third arbitrator who will be the chair. If the Parties agree, a mediator may be engaged prior to arbitration. The prevailing Party in any dispute arising out of this Lease shall be entitled to reasonable attorneys' fees and costs, provided that the cost of mediation shall be borne equally by the Parties notwithstanding the outcome of any arbitration or judicial proceeding. Landlord hereby grants a limited waiver of sovereign immunity from suit to compel or enforce Landlord's compliance with the terms of this Lease.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of the Parties. Each Party represents and warrants to the other Party as follows as of the Effective Date:

a. Such Party is duly formed, validly existing, and in good standing under the applicable laws of the state of such Party's formation. Such Party is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Lease, except where failure to be so qualified, in the aggregate would not reasonably be expected to adversely affect its ability to perform its obligations under this Lease.

b. Such Party has full power and authority to execute, deliver, and perform such Party's obligations under this Lease. The execution of this Lease on behalf of such Party by the individual whose signature is set forth at the end of this Lease has been duly authorized by all necessary action on the part of such Party.

¹ <https://www.jamsadr.com>

c. This Lease has been duly and validly executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws of general application affecting creditors' rights or by general equitable principles.

d. The execution, delivery, and performance of this Lease will not conflict with, result in a breach or default, violate, or require consent or approval of any Person under: (a) such Party's charter, organizational, or similar formation documents; (b) with or without notice or lapse of time or both, the provisions of any agreement to which such Party is a party, by which such Party is bound, or to which such Party is subject; or (c) any applicable laws, which violations, individually or in the aggregate, would adversely affect such Party's performance of any obligations under this Lease.

e. Such Party is not in violation of any applicable laws, or any judgment entered by any Governmental Authority which violations, individually or in the aggregate, would adversely affect such Party's performance of any obligations under this Lease.

ARTICLE XI

MISCELLANEOUS

11.1 **Notice.** Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landlord: Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Attention: General Manager
Email:

To Solar Company: Trident Mission Springs LLC
c/o Bridge Solar Energy Development I LLC
Attn: Adam Haughton
1277 Lenox Park Blvd, Suite 200
Atlanta, GA 30319
Email: adam.haughton@bridgeig.com

With a copy which shall not constitute notice to:

Bridge Solar Energy Development I LLC
Attn: Steven B. Greenhut, Esq.

1277 Lenox Park Blvd, Suite 200
Atlanta, GA 30319
Email: steven.greenhut@bridgeig.com

11.1 Relationship of the Parties; No Third Party Beneficiaries. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Solar Company or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Landlord and Solar Company will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party. Except for the rights of Lenders set forth above and as provided in the indemnification provisions of this Lease, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such Person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a Party to this Lease.

11.2 Entire Agreement. It is mutually understood and agreed that this Lease and the PPA constitute the entire agreement between Landlord and Solar Company and supersede any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties. All exhibits attached to this Lease are deemed incorporated herein as if fully set forth in the body of this Lease.

11.3 Governing Law. This Lease is made in and will be governed by the laws of the State of California, exclusive of its choice of law rules. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

11.4 Cooperation. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties. If, at any time during the Term, Solar Company deems it to be necessary or desirable to meet legal or regulatory requirements, Solar Company may request that Landlord re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landlord will execute and enter into the new lease with Solar Company or its designee to the extent Landlord may do so under applicable law. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

11.5 Waiver. Neither Party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Solar Company makes any overpayments to Landlord hereunder, Solar Company will offset the amount of such overpayments to Landlord against future payments due to Landlord from Solar Company hereunder.

11.6 Force Majeure.

a. Neither Landlord nor Solar Company will be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure. For the purposes of this Lease, “**Force Majeure**” means any circumstance not within the control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented or avoided by the affected Party; and (b) such circumstance is not due to the affected Party’s negligence or intentional misconduct. Subject to the foregoing conditions, and except as otherwise provided herein, Force Majeure events may include events or occurrences in the nature of (i) strikes or other labor disputes other than strikes or labor disputes solely by employees of the Party claiming the Force Majeure event (or its affiliates or contractors) or as a result of such Party’s failure to comply with a collective bargaining agreement, (ii) riot or civil unrest, epidemics, pandemics, earthquakes, severe weather, fire or other physical or natural disaster, (iii) work stoppages, slowdowns, labor or manpower shortages, equipment or material shortages, or (iv) actions or failures to act of any Governmental Authority.

b. Except as otherwise expressly provided to the contrary in this Lease, if a Party is rendered wholly or partly unable to timely perform its obligations under this Lease because of a Force Majeure event, such Party intending to avail itself of the rights under this paragraph shall notify the other Party of the occurrence of a Force Majeure event and shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event and such supporting documentation as is reasonably requested by the non-affected Party; (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible; and (iv) the Party affected by such Force Majeure event keeps the other Party reasonably updated regarding mitigation efforts and timing, providing an update at least every 48 hours. The Party that is not affected by a Force Majeure event may challenge whether an event meets the definition of Force Majeure in this Agreement. If the Parties are unable to agree on whether an event meets the definition of Force Majeure set forth herein, such dispute shall be referred to an independent third party mediator with experience in commercial transactions in the solar industry for resolution. The costs of the mediator will be shared equally by the Parties. If the Parties are unable to resolve such dispute through mediation, either Party may initiate the arbitration proceedings contemplated by **Section 9.5**. The Procurement and Construction Period shall be extended day for day for each day performance is suspended due to a Force Majeure event that occurs during the Procurement and Construction Period.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Lease shall not be excused by a Force Majeure event.

d. If a Force Majeure event continues for a period of 12 months or more and prevents a material part of the performance by a Party hereunder, either Party shall have the right

to terminate this Lease without fault or liability to the other Party (except with respect to amounts accrued by unpaid prior to termination). In such event Solar Company will remove the Solar Facilities in accordance with **Section 4.4**.

11.7 **Confidentiality.**

a. Confidential Information. To the extent permitted by law, Landlord will maintain in the strictest confidence, for the benefit of Solar Company and any assignee or transferee of Solar Company, all information pertaining to the financial terms of or payments under this Lease, Solar Company's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Solar Company, any assignee or transferee, or discovered by Landlord, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents; (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any Person; or (iii) is required to be disclosed under applicable law with respect to California local governments, including without limitation the California Public Records Act, Cal. Gov't Code §§ 6250 et seq. Landlord will not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Solar Company, any assignee or transferee. Notwithstanding the foregoing, Landlord may disclose such information to Landlord's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landlord regarding this Lease; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Landlord desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Landlord in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, the agreement will run to the benefit of and be enforceable by Solar Company and any assignee or transferee of Solar Company.

b. Public Records Act. In the event that Landlord receives a California Public Records Act request for such Confidential Information, Landlord shall give notice to Solar Company of the request within three (3) Business Days after receipt, along with a copy thereof, and consult and reasonably cooperate with Solar Company concerning the request and Landlord's anticipated response thereto. If Solar Company objects to the release of all or any part of a record, Solar Company shall cite the statutory basis therefor. In that event Landlord agrees not to release such record; provided, however, that Solar Company shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless from and against any and all such actions and judgments entered thereunder, including reasonable attorneys' fees and costs incurred in defending such action and plaintiff's attorneys' fees and costs awarded by the court in a final judgment on the action. The provisions of this **Section 10.7** will survive the termination or expiration of this Lease.

11.8 **Goodwill and Publicity.** The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Lease and the PPA, 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 Lease or PPA, provided that nothing herein shall affect or otherwise limit Landlord's or Solar Company's disclosure obligations under applicable law.

Neither Party shall make any press release or public announcement of the specific terms of this Lease or the PPA (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Lease and PPA, including the ownership of Environmental Attributes (as defined in the PPA) and Tax Incentives (as defined in the PPA) and any related reporting rights.

11.9 Tax Credits. Solar Company shall own and be entitled to the benefit of all Tax Incentives (as defined in the PPA) applicable to the ownership and operation of the Solar Facility. If under Legal Requirements the holder of a leasehold interest in the nature of that held by Solar Company under this Lease becomes ineligible for any Tax Incentives, then, at Solar Company's option, Landlord and Solar Company will amend this Lease or replace it with a different instrument, to the extent possible under applicable law, so as to convert Solar Company's interest in the Premises to a substantially similar interest that makes Solar Company eligible for such Tax Incentives and to the extent such amended or replacement lease reflect the intent of the Parties in entering into this Lease, and which contains the same material terms as this Lease.

11.10 Severability. Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any Person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, provided that the remaining provisions continue to reflect the intent of the Parties in entering into this Lease.

11.11 Counterparts. This Lease may be executed in two or more counterparts (which may be delivered electronically (including through DocuSign or another electronic signature delivery service)) and by different Parties on separate counterparts, all of which will be considered one and the same agreement and each of which will be deemed an original. A signed copy of this Lease delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as executing and delivering this Lease in the presence of the other Party to this Lease.

11.12 Memorandum of Lease. Landlord and Solar Company will execute in recordable form and Solar Company may in its sole discretion then record a memorandum of this Lease in the form attached hereto as **Exhibit E**. Landlord hereby consents to the recordation of the interest of an assignee in the Premises.

11.13 Interpretation. For purposes of this Lease: (i) a reference to any Person includes any successor, heirs, or permitted assigns of such Person; (ii) the plural of any word includes the singular and vice versa; (iii) words denoting any gender include all genders; (iv) "days" shall mean calendar days, unless the term "Business Days" is used; (v) all references to "dollars" means U.S. Dollars; (vi) "hereof", "herein", "hereby", "hereto" and "hereunder" refer to this Lease as a whole and not to any particular Article or Section; (vii) "include", "includes" and "including" mean including without limitation; (viii) headings used in this Lease are for ease of reference only and do not affect in the construction or interpretation of this Lease; (ix) relative to the determination of any period of time, "from" means including and after, "to" means "to by excluding" and "through" means "through and including"; (x) whenever any period of the time

expires or payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the expiration thereof or the due date thereof shall be extended to the next succeeding Business Day; and (xi) any specification of a right or remedy in favor of a Party in this Lease shall be deemed to be cumulative with and in addition to all other rights and remedies provided to such Party by the other provisions of this Lease, at law or in equity. Unless the context otherwise requires, references in this Lease: (i) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Lease and any sub-exhibits, sub-parts, components or attachments including therewith; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the ____ day of September, 2024.

LANDLORD

MISSION SPRINGS WATER DISTRICT

By: _____

Its: _____

SOLAR COMPANY

TRIDENT MISSION SPRINGS LLC, a
Delaware limited liability company

By: _____

Its: _____

2843897.1

Exhibit A

Solar Power Purchase Agreement

[TO BE ATTACHED WHEN FINAL]

Exhibit B

Description of the Premises

[TO COME]

Exhibit C

Copy of Solar Easement

MEMORANDUM OF LEASE MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

WORKING NOTE (TO BE DELETED) THIS FORM COMES FROM A KENWOOD ENERGY PROJECT WITH A TOWNSHIP IN CALIFIORNIA. MSWD LEGAL WILL NEED TO REVIEW AND APPROVE.

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of August, 2024 (the “**Effective Date**”), by and between The Mission Springs Water District, a California public entity, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 (“**Grantor**”), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at [REDACTED] (“**Grantee**”).

Recitals

- A. Grantor is the owner of the real property encompassing a portion of the Mission Springs Water District properties, more specifically described in **Attachment A**, attached hereto (the “**Premises**”).
- B. Grantor and Grantee entered into a certain Land Lease and Solar Easement Agreement (the “**Lease**”), attached at **Attachment B**, by which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the “**Solar Facilities**”, as defined in the Lease) for the purpose of providing electric energy to Grantor as set forth in that certain Solar Power Purchase Agreement (the “**PPA**”), attached at **Attachment C**, at the “**Delivery Point**” as defined in the PPA.
- C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the Solar Facilities on and from the Premises.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

- 1) **Grant of Easement**. Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following non-exclusive easements for the period of time set forth herein, across, over, under and above the Premises in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the Solar Facilities, including any related

interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require:

- a) Access Easement: Grantor hereby grants to Grantee, for the “**Term**” (defined below), a non-exclusive easement (the “**Access Easement**”) over, across and on the Premises for ingress to and egress from the Solar Facilities by means of any existing roads and lanes, or, if no such roads exist or if it is otherwise commercially impracticable for Grantee to use existing roads, then by such route or routes as Grantee may construct from time to time as agreed to by Landlord in accordance with Section 1.1(k) of the Lease.
- b) Transmission Easement: Grantor hereby grants Grantee for the Term a non- exclusive easement (“**Transmission Easement**”), on, over and across the Premises, including ingress to and egress from the Solar Facilities, on such portions of the Premises as agreed to by Landlord in accordance with Section 1.1(k) of the Lease. The Transmission Easement will contain all of the rights, privileges, and obligations with respect to the Transmission Facilities as are set forth in the Lease.
- c) Solar Easement:
 - i) *Open Access to Sun.* Grantor hereby grants and conveys to Grantee an exclusive easement (“**Solar Easement**”) on, over and across the Premises for the open and unobstructed access to the sun to to develop, capture, use and convert all solar energy resources using the Solar Facilities and to ensure adequate exposure of the Solar Facilities to the sun. Such easement includes a prohibition of any obstruction to the open and unobstructed access of the Solar Facilities to the sun other than the atmosphere.
 - ii) *Grantor Improvements.* Trees, buildings and other improvements located adjacent to the Premises as of the date of this Solar Easement will be allowed to remain, provided that Grantor may within its discretion permit and condition removal of trees, at Grantee’s expense upon written request of Grantee. Grantor may not place or plant any trees, buildings or improvements (an “**Improvement**”) on or adjacent to the Premises after the date of the Lease which may impede or materially interfere with the open and unobstructed access to the sun to the Solar Facilities, unless Grantor has received written approval from Grantee for any such trees, structure or improvement. Subject to the foregoing, Grantor may without Grantee approval construct an Improvement on or ancillary to the Premises if such Improvement meets all of the following requirements:
 - (1) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises or elsewhere in the Project (as defined in the Lease); and
 - (2) Such Improvement is located at least five hundred (500) feet from the location of any Solar Facility (whether such Solar Facility is located on the Premises or elsewhere in the Project).
 - (3) If Grantor constructs an Improvement that is not be in material compliance with any of the restrictions of this Solar Easement, Grantee may provide notice to

Grantor that said Improvement must be removed within thirty (30) days of Grantor's receipt of Grantee's notice..

- iii) *No Interference.* Grantor will not materially interfere with the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Premises.
- 2) **Term.** The term of this Agreement shall be for the term of the Lease, as such term may be extended or reduced in accordance with the Lease; provided, however, that the term of the Access Easement shall be for the term of the Lease plus 12 months after expiration or termination of the Lease for the purpose of Grantee removing the Solar Facilities in accordance with the Lease. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
- 3) **Reservation of Rights.** Subject to the limitations set forth in the Lease, Grantor reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein.
- 4) **Title.** Grantor represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), the Subsequent Mortgage shall subordinate to the grant of the easement pursuant to this Agreement.
- 5) **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense.
- 6) **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, without regard to conflicts of law principles.
- 7) **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
- 8) **Binding Effect; Successors and Assigns.** The Access Easement, Transmission Easement, and Solar Easement, will each run with and bind the Premises, and will inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. Grantee's rights to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising under these Easements shall be incident to and limited to the same extent as set forth in the Lease. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

- 9) **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
- 10) **Entire Agreement.** This Agreement, together with the Lease and PPA, contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein except that the Lease and PPA shall remain in full force in effect in accordance with their respective terms. This Agreement is subject to the terms of the Lease and PPA, as applicable, and in the event of any conflict between this Agreement and the terms of the Lease and/or PPA, respectively, the terms of the Lease and/or PPA, as applicable, shall apply.
- 11) **Amendments; Acknowledgments.** Grantor shall reasonably consider amendments to this Agreement from time to time that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder. Grantee shall reimburse Grantor for its reasonable and actual out-of-pocket costs in reviewing such proposed amendments, including without limitation attorney's and consultants' cost and fees.
- 12) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.
- 13) **Automatic Termination.** Upon the earlier of the expiration of the Term of the Lease (including any renewal terms) or any earlier termination of the Term of the Lease, this Easement shall automatically terminate and be of no further force or effect. Landlord shall have the right to record a confirmation of termination date without the need for the joinder of Solar Company to confirm the date of termination of this Easement.

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of September, 2024.

GRANTOR: THE MISSION SPRINGS WATER DISTRICT

By: _____

Print Name: _____

Title: _____

GRANTEE: TRIDENT MISSION SPRINGS LLC

By: _____

Print Name: _____

Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

Exhibit D
Encumbrances

[TO BE PROVIDED BY MSWD]

Exhibit E

Memorandum of Lease

Prepared by
and after recording return to

[*]

STATE OF CALIFORNIA

COUNTY OF [REDACTED]

MEMORANDUM OF SOLAR LEASE

THIS MEMORANDUM OF LEASE (this “**Memorandum**”) is made as of September __, 2024, by and between The Mission Springs Water District, a California public entity, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 (“**Landlord**”), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at [REDACTED] (“**Solar Company**”).

W I T N E S S E T H:

WHEREAS, Landlord and Solar Company entered into that certain Land Lease and Solar Easement dated September __, 2024 (the “**Lease**”) for the lease of certain premises consisting of approximately [REDACTED] rentable square feet (the “**Premises**”), on the property located at [ADDRESS] (the “**Property**”);

WHEREAS, the parties desire to record this Memorandum to reflect the terms of the Lease.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

Term. The initial term of the Lease (the “**Term**”) is 26.5 years, beginning on the Commencement Date.

Commencement Date. The “**Commencement Date**” is September __, 2024.

Premises. The Premises consists of approximately _____ square feet of the Property and easements relating to access, transmission facilities and insulation.

Rights to Purchase. Solar Company has no rights of first refusal, rights of first offer, options or any other rights under the Lease to purchase the Property or any portion thereof.

Automatic Termination. Upon the earlier of the expiration of the Term of the Lease (including any renewal terms) or any earlier termination of the Term of the Lease, this Memorandum shall automatically terminate and be of no further force or effect. Landlord shall have the right to record a confirmation of termination date without the need for the joinder of Solar Company to confirm the date of termination of the Lease.

Counterparts. Landlord and Solar Company agree that this Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD

MISSION SPRINGS WATER DISTRICT

By: _____

Its: _____

SOLAR COMPANY

Trident Mission Springs LLC, a Delaware limited liability company

By: _____

Its: _____