

## OPERATIONS & MAINTENANCE AGREEMENT

<p><b><u>SunPower Corporation, Systems (“SunPower”)</u></b>  Name and Title for Notices:</p> <p>Address:  SunPower Corporation, Systems  1414 Harbour Way South,  Richmond, CA, 94804  Fax: (510) 540-0552</p>	<p><b><u>Bonita Unified School District (“Customer”)</u></b>  Name and Title for Notices:</p> <p>Address:  Bonita Unified School District  115 W. Allen Avenue  San Dimas, CA 91773</p>
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This Operations and Maintenance Agreement (this “Agreement”) is entered into as of March [ ], 2016 (the “Effective Date”) between SunPower and Customer. Customer hereby engages SunPower, and SunPower hereby accepts such engagement, to perform certain maintenance services for the systems identified in Exhibit A hereto “Systems”), located on the sites described in Exhibit A hereto (the “Sites”) in accordance with the terms and conditions set forth below. Therefore, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SunPower and Customer (each a “Party” and together, the “Parties”), intending to be legally bound, hereby agree as follows:

1. **Term**. The term of this Agreement begins on the Commencement Date for each System and ends twenty-five (25) years after the Commencement Date for each System (the “Term”), unless sooner terminated in accordance with the provisions hereof. This Agreement may be extended or renewed only upon mutual written agreement of the Parties.

2. **Services**.

(a) **System Services**. Starting on each System’s Commencement Date and continuing for twenty-five (25) years, unless terminated earlier according to the provisions of this Agreement, SunPower shall perform and provide for the Systems all the system services pursuant to the specific service package selected by Customer as specified in Exhibit B.1 (the “Systems’ Services”).

(b) **Additional Services**. Starting on each System’s Commencement Date and continuing for twenty-five (25) years thereafter, unless terminated earlier according to the provisions of this Agreement, SunPower shall perform and provide for the Systems all the additional services selected by Customer as specified in Exhibit B.2 (the “Additional Services”), and together with Systems’ Services, the “Subscription Services”).

(c) **Transactional Services**. In addition to the Subscription Services, SunPower may, throughout the Term, provide services not included in the Subscription Services on a transactional basis in accordance with the rate table set forth in Exhibit B.2 (“Transactional Services”), and together with Subscription Services, the “Services”). In the event Customer requests that SunPower provide Transactional Services or SunPower recommends that Transactional Services be provided in connection with the Systems, SunPower and Customer shall discuss the scope of such Transactional Services and Customer shall execute a purchase order authorizing such Transactional Services. SunPower shall have no obligation to perform Transactional Services hereunder until a purchase order with respect thereto has been executed by Customer in accordance with any delegation of contracting authority granted by the Board and approval by the Board, as may be required by Customer’s Board Policy or State law.

(d) **Emergency**. If SunPower or Customer learn of an event occurring at the Sites or any adjoining property that poses actual or imminent risk of serious personal injury to any person or material physical damage to the Systems or to the interconnection facilities (an “Emergency”), each Party shall immediately notify the other Party thereof, and Customer and SunPower shall jointly attempt to formulate a response. SunPower may, in the good-faith determination of SunPower, take immediate preventative or remedial action that may be necessary to ensure the (i) continued operation of the Systems and (ii) safety of personnel and property at the Sites. All such remedial or preventative actions shall be deemed Transactional Services approved hereunder for which Customer may issue a purchase order as soon as practicable. In the event that such Emergency results in any part from the breach of any obligation by, or the negligent conduct or willful misconduct of SunPower or any of its employees, agents, or subcontractors, no charge shall be due and owing from Customer for such remedial or preventative action.

3. **Commencement of System Services**. For each System, SunPower will begin providing the System’s Services when the System: (i) is capable of the commercial delivery of energy to the full extent of its designed capacity, (ii) has begun delivering energy for sale or use, (iii) has been issued a Permission to Operate letter by Southern California Edison, and (iv) has been accepted by Customer according to the terms and conditions contained within the design-build contract (the “Design-Build Contract”) between SunPower and Customer (the “Commencement Date”).

4. **Compensation**. On the Commencement Date for each System, and on each yearly anniversary of that date during the Term, Customer shall pay, the Subscription Services fee for the System (as described in Exhibit A, and set forth in Exhibit C, the “Subscription Services Fee”). All Transactional Services performed hereunder shall be billed monthly in arrears for the Transactional Service performed during the preceding month. Customer shall pay all amounts invoiced hereunder within thirty (30) days after the invoice date. Any amounts not paid when due hereunder shall bear interest at the rate of 1.0% per month (prorated on a daily basis) or the highest rate allowable by law, whichever is lower.

5. **Taxes.** SunPower shall invoice Customer separately for any sales, use or ad valorem taxes or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder.

6. **Termination.**

(a) **Termination Without Cause.** Customer may terminate this Agreement, without cause, by giving SunPower at least ninety (90) days' prior written notice.

(b) **Termination for Cause.** If either Party hereunder defaults in the performance of any obligation hereunder, and said default is not cured within thirty (30) days after the defaulting Party receives written notice thereof, the non-defaulting Party may terminate this Agreement for cause upon ten (10) days' notice; provided that, if the default cannot reasonably be remedied within such thirty (30)-day period and the defaulting Party exercises diligent efforts to cure such default, the defaulting Party shall be afforded such additional time to cure such default as may be reasonably required.

(c) **Termination for Non-Payment.** Notwithstanding the provisions of Section 6(b) above, if, thirty (30) days after any payment hereunder has become due, Customer has failed to pay such amount, then SunPower will notify Customer, and, three (3) days after such notification, if Customer still has failed to pay such amount, SunPower may suspend the provision of Services. If, thirty (30) days after Customer receives notice from SunPower, Customer still has failed to pay such amount, then SunPower may terminate this Agreement for non-payment.

(d) **Consequences of Termination.** Termination of this Agreement shall not affect any rights or obligations of either Party that accrues prior to the date of such termination or that, expressly or by implication, are intended to survive termination. Termination of this Agreement shall terminate the Performance Guarantee Agreement without further action of either Party, except for the notice requirements described in both Agreements. It is intended that the Term of the Performance Guarantee Agreement be co-terminous with this Operations and Maintenance Agreement. If either Party terminates this Agreement pursuant to this Section 6, Customer shall pay SunPower for all Transactional Services satisfactorily performed by SunPower prior to the effective date of such termination and (i) if terminated pursuant to clause (b), SunPower shall return to Customer the proportionate share of the annual Subscription Services Fee paid by Customer for the portion of the Term remaining following the effective date of such termination, or (ii) if otherwise terminated pursuant to clauses (a) or (c), SunPower shall retain the proportionate share of the annual Subscription Services Fee paid by Customer for the portion of the year in which such termination occurs.

7. **Manner of SunPower's Performance.** In performing and providing the Services, SunPower shall use commercially-reasonable efforts to (a) comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including, without limitation, obtaining and maintaining all requisite permits and licenses pertaining to the Services and (b) take all reasonable measures to avoid injury to any person or property and minimize interference with Customer's activities at the Site. All persons employed, contracted or otherwise utilized by SunPower in

performing or providing the Services shall be fully qualified and skilled in their trade.

8. **Access to Sites.**

(a) On each date of Service with respect to the Sites and for so long as any Services are provided by SunPower hereunder, Customer shall enable SunPower or any of its subcontractors or agents to gain free, unobstructed, access to the Sites for the purpose of performing the Services hereunder and shall keep the Sites free and clear from any encumbrances, obstructions or hazardous materials.

(b) As applicable, SunPower and all of its employees, agents and subcontractors shall comply with the applicable requirements of California Education Code Section 445125.2 with respect to fingerprinting of employees who may have contact with the Customer's students. In no event shall any employees of SunPower or any of its agents or subcontractors come into contact with the Customer's students before complying with the fingerprinting requirements of California Education Code Section 45125.2.

9. **Warranty.**

(a) **Service Warranty.** SunPower warrants, for a period of one (1) year from the date of performance of any specific Service hereunder (the "Warranty Period"), that such Services shall be performed in a good and workmanlike manner in accordance with both industry practices generally acceptable in the location in which such Services are provided and all requirements of law (the "Service Warranty").

(b) **Exclusive and Limited Remedies.** Provided SunPower is notified of a defect covered by the Service Warranty within the Warranty Period, SunPower shall, at its option and its sole cost and expense, either repair, replace or re-perform any such non-conforming services. Such repair, replacement or re-performance will constitute Customer's sole and exclusive remedy for any breach of the Services Warranty and shall not extend the Warranty Period.

(c) **Limitation and Exclusion of Warranties.** THE SERVICES WARRANTY SET FORTH IN THIS SECTION 8 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE. SunPower shall not be liable for breach of the Services Warranty to the extent such breach arises from: (i) modifications, alterations or repairs to the System not performed by SunPower; (ii) nonconformities caused by the Systems not being operated by Customer or any third party in accordance with any manuals and revisions thereto (including the replacement of worn or failed parts); or (iii) any damage to the Systems caused by accident, vandalism, malicious mischief, theft or attempted theft or any other Force Majeure Event (as defined below).

(d) The warranties provided under this Agreement are in addition to and separate from any warranties provided under the Design-Build Contract, secured by the performance bond provided under the Design-Build Contract, provided by equipment manufacturers, or required by State law. Nothing set forth herein shall be deemed to modify these separate and distinct warranties.

10. **Indemnification.**

(a) To fullest extent permitted by California law, SunPower agrees to and does hereby defend, indemnify and hold harmless Customer, and its officers, employees, agents and independent contractors (the "Indemnified Parties") against every claim or demand made, and every liability, loss, damage, or expense, including attorney's fees, of any nature whatsoever, that may be incurred by reason of:

(1) Liability for: (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents (as defined in the Design-Build Contract); or (4) any other loss, damage or expense, sustained by any person, firm or corporation arising from any act, omission, negligence, or breach by SunPower or any person, firm or corporation employed by, under contract with, or acting on behalf of SunPower, arising out of or in any way connected with the Services performed by SunPower, its employees, contractors or agents pursuant to this Agreement or the Contract Documents, whether or not said injury or damage occurs on Customer property, except for liability that results directly from the sole or active negligence, or the willful misconduct of an Indemnified Party; and

(2) Any dispute between SunPower and SunPower's subcontractors, suppliers, or sureties, including, but not limited to, any failure or alleged failure of SunPower (or any person hired or employed directly or indirectly by the SunPower) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Services or filing of any stop notice or mechanic's lien claims.

(3) SunPower, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Customer, its officers, agents or employees, on account of or founded upon any cause, damage, negligence, breach, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against Customer, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(4) Upon termination, subject to the confidentiality obligations contained in the Contract Documents, SunPower shall provide Customer with all documents produced maintained or collected by SunPower pursuant to this Agreement, whether or not such documents are final or draft documents.

(b) To the furthest extent permitted by California law, and up to the cumulative amount of the Subscription Services Fees that have accrued as of the filing date of any claim to which the indemnity obligation of Customer described in this Section applies, Customer shall defend, indemnify, and hold harmless SunPower, its agents, representatives, officers, consultants and employees against any and all third-party claims of any kind, nature, or description, including, but not limited to, attorneys' fees

and costs, directly or indirectly arising from or connected with personal or bodily injuries, death or property damage resulting from the sole and active negligence, or willful misconduct of Customer.

(c) Notwithstanding (a) and (b) above, neither SunPower nor the Customer shall be required to defend, indemnify, and hold harmless the other for its own negligent acts and omissions or willful misconduct. It is the intent of the Parties that, where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss, damage, expense or liability attributable to that Party's negligence.

11. **Insurance.**

(a) SunPower shall obtain and maintain throughout the Term, at its sole cost and expense, the insurance coverage described in Exhibit D attached hereto.

12. **LIMITATION ON LIABILITY.**

(a) **CONSEQUENTIAL DAMAGES.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND THE LIABILITIES ARISING FROM OR RELATED TO EITHER PARTY'S WILLFUL MISCONDUCT OR NEGLIGENCE, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES, EMPLOYEES OR CONTRACTORS BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR EMPLOYEES, OR TO ANY THIRD PARTY, FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SIMILAR OR ADDITIONAL DAMAGES WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING SUCH LOSS OR DAMAGE. HOWEVER, FOR THE AVOIDANCE OF DOUBT, NOTHING CONTAINED WITHIN THIS SECTION WILL REDUCE OR RELIEVE SUNPOWER'S OBLIGATION TO PAY ANY GUARANTEE PAYMENT REQUIRED UNDER THE PERFORMANCE GUARANTEE AGREEMENT.

(b) **LIABILITY CAP.** EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS SET FORTH HEREIN AND LIABILITIES ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT OR NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, IN ANY GIVEN YEAR, EXCEED THE SUBSCRIPTION SERVICES FEE ATTRIBUTABLE TO SUCH YEAR.

13. **Assignment; Successors and Assigns.** Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written consent of the other Party; provided, however, that SunPower may assign this Agreement to affiliates of SunPower without the prior written consent of Customer. Notwithstanding anything to the contrary herein, SunPower may delegate its duties hereunder to its subcontractors,

provided that SunPower shall continue to be primarily responsible for all of its obligations hereunder.

14. **Notices.** Unless otherwise specified in this Agreement, all notices, demands and consents provided for in this Agreement shall be in writing and shall be given to Customer or SunPower at the address set forth herein, or at such other address and/or to the attention of such other person as each may specify hereafter in writing. Such notice or other communication shall be: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office and deemed given on the third (3rd) business day following such deposit; (b) sent by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator) and deemed given when delivered to such carrier; (c) sent by facsimile and deemed given on the date sent; or (d) delivered by hand and deemed given on the date delivered.

15. **Force Majeure.** Other than with respect to failure to make payments due under this Agreement, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, wind, flood, water, the elements, acts of God, third-party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation or acts or omissions of third parties (any such event, a "**Force Majeure Event**"). If the performance of Services by SunPower is delayed due to inclement weather or other cause or circumstance beyond SunPower's control, SunPower shall be excused from its obligation to perform the Services, and such performance shall be rescheduled to a future date, if possible.

16. **Amendments.** Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the Parties hereto in writing.

17. **Complete Agreement.** This Agreement constitutes the entire agreement between Customer and SunPower as to the matters set forth herein, and any and all previous agreements (written or oral) entered into between the Parties hereto with respect to the matters set forth herein shall be deemed merged herewith. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall comprise a single instrument.

19. **Severability.** If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be enforced to the greatest extent permitted by law.

20. **Independent Contractor.** SunPower shall perform the Services hereunder as an independent contractor and not as an agent or employee of Customer, its parent, subsidiary or affiliate.

21. **Law and Venue.** This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions that would mandate the application of the laws of another jurisdiction. Any litigation between the parties shall be conducted exclusively in the state or federal courts in the State of California, and each Party hereby unconditionally submits to the exclusive jurisdiction of such courts. Venue shall be exclusively within the federal courts located in Los Angeles County, California.



By their signatures hereunder the Parties hereby execute this Operations and Maintenance Agreement as of the Effective Date first above written.

**SUNPOWER CORPORATION, SYSTEMS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BONITA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

	Systems		
	Facility	Address	Size (kWdc)
1. Site Details:	Allen Avenue Elementary School	740 E. Allen Avenue, San Dimas, CA 91773	143.6
	Arma J. Shull Elementary School	825 N. Amelia, San Dimas, CA 91773	156.6
	Bonita High School	3102 D Street, La Verne, CA 91750	683.0
	Transportation Yard	115 W. Allen Avenue, San Dimas, CA 91773	378.5
	Fred Ekstrand Elementary School	400 N. Walnut, San Dimas, CA 91773	182.7
	Gladstone Elementary School	1314 W. Gladstone St., San Dimas, CA 91773	156.6
	Grace Miller Elementary School	1629 Holly Oak St., La Verne, CA 91750	130.5
	J. Marion Roynon Elementary School	2715 E Street, La Verne, CA 91750	182.7
	La Verne Heights Elementary School	1550 E. Baseline, La Verne, CA 91750	130.5
	Lone Hill Middle School	700 S. Lone Hill, San Dimas, CA 91773	365.4
	Oak Mesa Elementary School	5200 N. Wheeler, La Verne, CA 91750	182.7
	Ramona Middle School	3490 Ramona Ave., La Verne, CA 91750	430.7
	San Dimas High School	800 W. Covina Blvd., San Dimas, CA 91773	796.1
2. Description of System:	SunPower Helix Carport/Shade Structures		
3. Subscription Services Fee:	<p>a. First Year Payment: \$133,162 (entire portfolio)</p> <p>b. Annual Escalator: 3.0%</p> <p>c. Payments due within thirty (30) days after the Commencement Date for each System and within thirty (30) days after each yearly anniversary of such dates.</p> <p>d. Subscription Services Fee for each Site is itemized in Exhibit C – Payment Schedule</p>		
4. Duration of SunPower's Operation and Maintenance Obligations:	Twenty-five (25) years, beginning on the Commencement Date for each System.		
5. Monitoring Connection:	SunPower-provided cellular connection, as part of the SunPower Monitoring System (SMS).		

**Exhibit B.1**  
**System Services**

On the terms and conditions set forth in this Agreement, Customer elects to receive, and SunPower agrees to provide, System Services at the level indicated below:

**CHECK ONE TO INDICATE THE SYSTEM SERVICES PACKAGE SELECTED BY CUSTOMER:**

- ☐ SunPower Performance Monitoring Package
- ☐ SunPower Performance Basic Package
- ☒ SunPower Performance Plus Package

System Service	Performance Monitoring	Performance Basic	Performance Plus
Customer Technical Support Hotline	✓	✓	✓
SunPower Performance Monitoring Website	✓	✓	✓
Performance Reports	Annual	Annual	Monthly
Daily Performance Monitoring and Notification	✓	✓	✓
Preventive Maintenance, Inspections & Testing		Annual	Annual
Performance Review			Annual
Corrective Maintenance			✓
Major Maintenance (Years 11-25)			✓

Customer may select the Performance Monitoring, Performance Basic or Performance Plus System Services package. Services that are included in each package are indicated with a check mark (✓), or frequency. Services indicated with a check mark are continuous and have no annual limit, for example, “Customer Support Hotline.” Services that do not have a check mark or frequency can be provided on a time and materials as part of the Transactional Services.

**Description of available System Services**

1. Customer Service Support Hotline:
  - a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week).



- b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions.
2. SunPower Performance Monitoring Website:
  - a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the SunPower solar power system.
  - b. All site data can be downloaded to Customer's computer in Microsoft Excel format.
  - c. Customer will be provided with login credentials for use during the term of this Agreement.
3. Performance Reports:
  - a. Actual vs. expected performance of the System on both a monthly and annual basis with a comparison of performance to a typical weather year.
  - b. Environmental benefits will be estimated and included.
  - c. Annual Operations and Maintenance records will be provided to Customer upon request.
  - d. Optional custom reports can be supplied on a time and material basis.
4. Daily Performance Monitoring and Notification:
  - a. Continuous monitoring of Customer's System via experienced solar monitoring technicians.
  - b. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored by the SunPower Operations Center (SOC) system computers and monitoring technicians automatically receive alerts of system anomalies.
  - c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator.
5. Preventative Maintenance, Inspections & Testing:
  - a. Array
    - i. Inspect PV modules for damage, discoloration or de-lamination.
    - ii. Inspect mounting system for damage or corrosion.
  - b. Inverter
    - i. Clean all filters and fans.
    - ii. Inspect inverter pad and container.
    - iii. All other preventive maintenance required by OEM warranty.
  - c. Electrical BOS
    - i. Inspect ground braids, electrodes and conductors for damage.
    - ii. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects.
  - d. Meteorological Station
    - i. Inspect weather measurement equipment for damage.
    - ii. Clean pyranometers and reference cells.
  - e. Site Conditions
    - i. Inspect drainage conditions.
    - ii. Inspect vegetation for array shading or fire hazards.
    - iii. Inspect safety conditions and proper signage.
  - f. Maintenance Reporting
    - i. Record results of all inspections.
    - ii. Take photographs of any damage or defects identified.
    - iii. Inform Owner and warranty providers of all deficiencies identified.
    - iv. Provide Owner with corrective action plans.
6. Performance Review:
  - a. Review of the following System performance data with a SunPower performance engineer and provide a corrective action plan where applicable:
    - i. Expected vs. Actual system production (kWh);
    - ii. System Availability;
    - iii. Recoverable Degradation;
    - iv. Performance Index;
    - v. Operation and Maintenance Records;
    - vi. Safety, Accidents and Environmental Reporting.
7. Corrective Maintenance includes:
  - a. On-site troubleshooting & diagnostics of all system components;
  - b. Inverter and Data Acquisition System resets;
  - c. Processing of OEM warranty claims on behalf of Customer and verification of replaced equipment;
  - d. Full scope repair and replacement of equipment.
8. Major Maintenance:
  - a. Full scope repair and replacement of all System components after the 10-year EPC warranty term.



- b. Major Maintenance does not apply to:
  - i. Normal wear and tear, unless such wear and tear causes malfunction or reduced performance, after allowing for 0.25% expected output degradation per year; or
  - ii. Damage or malfunction of the System to the extent caused by:
    - 1. Any repair or replacement using a part or service not provided or authorized in writing by Operator; or
    - 2. Insects or animals; or
    - 3. Winds in excess of design specifications; or
    - 4. Customer or third party abuse, accident, alternation, improper use, negligence, vandalism, theft, or a Force Majeure Event; or
    - 5. Unknown structural defects with the building or foundation upon which the System is located, excepting structures installed by Operator or its affiliates; or
    - 6. Change in usage of the building or site, including neighboring surroundings, without the written approval of Installer.
  - iii. This Major Maintenance applies solely to the System and does not include:
    - 1. Roof repair or maintenance; or
    - 2. Site work, including but not limited to, grading and landscape maintenance, if applicable.
- c. Unless this Major Maintenance is extended by written agreement, Customer shall be responsible for any repair costs incurred by Installer after the Major Maintenance Term expires.

The following non-exhaustive list of services is not included in the System Services:

- 1. On-site spare parts inventory;
- 2. System training;
- 3. Engineering service;
- 4. Security services.

**Exhibit B.2**  
**Additional Services**

On the terms and conditions set forth in this Agreement, Customer elects to receive, and SunPower agrees to provide, the Additional Services indicated below:

**INDICATE ANY ADDITIONAL SERVICES SELECTED BY CUSTOMER:**

<b>Additional Service</b>	<b>Minimum Package</b>	<b>Indicated Frequency</b>
Energy Billing and Settlement	Performance Monitoring	Not Selected
Module Cleaning	Performance Monitoring	Semi-annually
Vegetation Management	Performance Monitoring	Not Required
IV-Curve Tracing	Performance Basic	Not Selected
Module Thermography	Performance Basic	Not Selected
Sensor Calibration	Performance Basic	Every twenty-four (24) months
Corrosion Protection	Performance Basic	Not Required
Transformer Preventive Maintenance	Performance Basic	Annual (Bonita High School only)
Switchgear Preventive Maintenance	Performance Basic	Not Required

Customer may select Additional Services provided that they have also selected the minimum System Services package as indicated above. Services that are included in the Additional Services are indicated with a frequency. Services that do not have a frequency can be provided on a time and materials basis as part of the Transactional Services.

**Description of available Additional Services**

1. Energy Billing and Settlement
  - a. SunPower will calculate amounts due under Power Purchase Agreements or Incentive Programs
  - b. For Power Purchase Agreements, invoices will be sent as PDF email attachments to designated contact
  - c. For Incentive Programs, SunPower will submit production data on behalf of Customer
2. Module Cleaning
  - a. Surface washing of all modules
  - b. Pressure washer settings not to exceed 1,500 PSI
  - c. Before and after photographs will be provided

3. Vegetation Management
  - a. For roof mounted systems, pull any weeds protruding from array
  - b. For ground mounted systems, mechanical mowing, herbicidal application, and/or sheep grazing may be used
4. IV-Curve Tracing
  - a. IV-curve tracing of all strings
  - b. Comparison to commissioning baseline and prior year results
  - c. Recommendations for further module analysis or power warranty claims
5. Module Thermography
  - a. IR camera analysis of all PV modules
  - b. Identification of potential hot spots
  - c. Recommendations for warranty claims and other corrective actions
6. Sensor Calibration
  - a. Every twenty-four (24) months, SunPower will have the pyranometer calibrated by the manufacturer of each sensor.
  - b. Field comparison of pyranometers and reference cells to calibrated sensor
  - c. Adjust field sensor to within  $\pm 3\%$  of calibrated sensor and record changed parameters
  - d. SunPower may replace pyranometers in lieu of field calibration
7. Corrosion Protection (this service is unrelated to the electrical performance of the system)
  - a. Elco-meter testing
  - b. Surface preparation
  - c. Zinc application
8. Transformer Preventive Maintenance
  - a. Maintain records of load current and voltage
  - b. Record liquid level and temperature
  - c. Test ground connections
  - d. Inspect surge arresters (if present)
  - e. External Inspection
  - f. Cabinet Interior Inspection
9. Switchgear Preventive Maintenance
  - a. Electrical terminal thermography
  - b. Visual inspection
  - c. Vacuum cleaning of cabinet interior

**Exhibit B.3**  
**Transactional Services**

Charge Description	Amount	Notes
SunPower Engineering Support	\$150	Hourly rate charged for engineering labor used in the performance of engineering services, requested by Customer, and not included in the Subscription Services.
SunPower Field Service Support	\$125	Hourly rate charged for SunPower labor performed on site, requested by Customer, and not included in the Subscription Services.
Subcontracted Labor	Billed as incurred	Subcontracted labor performed on Site, requested by Customer, for work not included in the Subscription Services will be billed at cost plus 15%.
Travel Expenses	Billed as incurred	Includes transportation, lodging, meals and incidentals plus 15%.
Materials	Billed as incurred	Billed according to the SunPower list price.

Note: SunPower reserves the right to periodically adjust this rate schedule.

**Exhibit C**  
**Payment Schedule**

This Payment Schedule reflects an annual price escalator equal to 3.0%.

Year	Subscription Services Fee						
	Allen Avenue Elementary School	Arma J. Shull Elementary School	Bonita High School	Ed Jones Educational Center	Fred Ekstrand Elementary School	Gladstone Elementary School	Grace Miller Elementary School
1	\$9,067	\$9,139	\$14,838	\$10,396	\$9,289	\$9,148	\$9,067
2	\$9,339	\$9,414	\$15,283	\$10,708	\$9,568	\$9,422	\$9,339
3	\$9,619	\$9,696	\$15,742	\$11,030	\$9,855	\$9,705	\$9,619
4	\$9,907	\$9,987	\$16,214	\$11,360	\$10,151	\$9,996	\$9,907
5	\$10,204	\$10,287	\$16,700	\$11,701	\$10,455	\$10,296	\$10,204
6	\$10,511	\$10,595	\$17,201	\$12,052	\$10,769	\$10,605	\$10,511
7	\$10,826	\$10,913	\$17,717	\$12,414	\$11,092	\$10,923	\$10,826
8	\$11,151	\$11,240	\$18,249	\$12,786	\$11,425	\$11,251	\$11,151
9	\$11,485	\$11,578	\$18,796	\$13,170	\$11,767	\$11,588	\$11,485
10	\$11,830	\$11,925	\$19,360	\$13,565	\$12,120	\$11,936	\$11,830
11	\$12,185	\$12,283	\$19,941	\$13,972	\$12,484	\$12,294	\$12,185
12	\$12,550	\$12,651	\$20,539	\$14,391	\$12,859	\$12,663	\$12,550
13	\$12,927	\$13,031	\$21,156	\$14,823	\$13,244	\$13,043	\$12,927
14	\$13,314	\$13,422	\$21,790	\$15,268	\$13,642	\$13,434	\$13,314
15	\$13,714	\$13,824	\$22,444	\$15,726	\$14,051	\$13,837	\$13,714
16	\$14,125	\$14,239	\$23,117	\$16,197	\$14,472	\$14,252	\$14,125
17	\$14,549	\$14,666	\$23,811	\$16,683	\$14,907	\$14,680	\$14,549
18	\$14,986	\$15,106	\$24,525	\$17,184	\$15,354	\$15,120	\$14,986
19	\$15,435	\$15,559	\$25,261	\$17,699	\$15,814	\$15,574	\$15,435
20	\$15,898	\$16,026	\$26,019	\$18,230	\$16,289	\$16,041	\$15,898
21	\$16,375	\$16,507	\$26,799	\$18,777	\$16,777	\$16,522	\$16,375
22	\$16,866	\$17,002	\$27,603	\$19,340	\$17,281	\$17,018	\$16,866
23	\$17,372	\$17,512	\$28,431	\$19,921	\$17,799	\$17,528	\$17,372
24	\$17,894	\$18,037	\$29,284	\$20,518	\$18,333	\$18,054	\$17,894
25	\$18,430	\$18,579	\$30,163	\$21,134	\$18,883	\$18,596	\$18,430

Year	Subscription Services Fee					
	J. Marion Roynon Elementary School	La Verne Heights Elementary School	Lone Hill Middle School	Oak Mesa Elementary School	Ramona Middle School	San Dimas High School
1	\$9,299	\$8,992	\$10,324	\$9,299	\$10,822	\$13,483
2	\$9,578	\$9,262	\$10,633	\$9,578	\$11,147	\$13,887
3	\$9,865	\$9,539	\$10,952	\$9,865	\$11,481	\$14,304
4	\$10,161	\$9,826	\$11,281	\$10,161	\$11,826	\$14,733
5	\$10,466	\$10,120	\$11,619	\$10,466	\$12,180	\$15,175
6	\$10,780	\$10,424	\$11,968	\$10,780	\$12,546	\$15,630
7	\$11,103	\$10,737	\$12,327	\$11,103	\$12,922	\$16,099
8	\$11,436	\$11,059	\$12,697	\$11,436	\$13,310	\$16,582
9	\$11,779	\$11,391	\$13,078	\$11,779	\$13,709	\$17,080
10	\$12,133	\$11,732	\$13,470	\$12,133	\$14,121	\$17,592
11	\$12,497	\$12,084	\$13,874	\$12,497	\$14,544	\$18,120
12	\$12,871	\$12,447	\$14,290	\$12,871	\$14,980	\$18,664
13	\$13,258	\$12,820	\$14,719	\$13,258	\$15,430	\$19,223
14	\$13,655	\$13,205	\$15,161	\$13,655	\$15,893	\$19,800
15	\$14,065	\$13,601	\$15,615	\$14,065	\$16,370	\$20,394
16	\$14,487	\$14,009	\$16,084	\$14,487	\$16,861	\$21,006
17	\$14,921	\$14,429	\$16,566	\$14,921	\$17,366	\$21,636
18	\$15,369	\$14,862	\$17,063	\$15,369	\$17,887	\$22,285
19	\$15,830	\$15,308	\$17,575	\$15,830	\$18,424	\$22,954
20	\$16,305	\$15,767	\$18,103	\$16,305	\$18,977	\$23,642
21	\$16,794	\$16,240	\$18,646	\$16,794	\$19,546	\$24,352
22	\$17,298	\$16,727	\$19,205	\$17,298	\$20,132	\$25,082
23	\$17,817	\$17,229	\$19,781	\$17,817	\$20,736	\$25,835
24	\$18,352	\$17,746	\$20,375	\$18,352	\$21,359	\$26,610
25	\$18,902	\$18,279	\$20,986	\$18,902	\$21,999	\$27,408

**Exhibit D**

**SunPower Insurance**

1. Commercial General Liability in the minimum amount of \$1,000,000 combined single limit (which may be satisfied by SunPower's obtaining primary coverage in an amount not less than \$1,000,000 per occurrence and umbrella coverage in an amount equal to the difference between \$1,000,000 and the amount of such primary liability coverage), and \$2,000,000 in aggregate, including (a) broad form contractual liability coverage (which shall also expressly cover and designate the SunPower's indemnity obligations in Section 10), (b) explosion, collapse and underground property damage (as necessary) and (c) products/completed operations;
2. Comprehensive Automobile Liability in the minimum amount of \$1,000,000 combined single limit, including owned, hired and non-owned vehicles;
3. Excess Liability in the minimum amount of \$1,000,000 over \$1,000,000 which shall be in excess of the primary coverage referred to in clauses 1 and 2 above; and
4. Workers' Compensation in the minimum amount required by statute and Employers' Liability with minimum limit of \$500,000 or as required by law.

The insurance described in clauses 1 and 2 above shall only respond to any allegation, claim, loss, damage, demand or judgment or other cause of action arising out of the obligations of SunPower under this Agreement and shall be primary in connection therewith. All insurance to be obtained by SunPower shall be in form and substance satisfactory to Customer, shall name Customer as an additional insured and shall be issued by insurers with a Best rating of A:VI or better (unless, in each instance, Customer has given SunPower prior written approval of an insurer with a lower rating). SunPower shall provide Customer with certificates evidencing all insurance coverage required by this Insurance Annex within five days from the date of this Agreement. SunPower shall provide Customer with evidence satisfactory to Customer that such policies and bond have been renewed not less than 30 days prior to the scheduled expiration date thereof. Customer will not reimburse SunPower for SunPower's cost of such insurance or bond or for any and all coverage that SunPower obtains for its own account or any coverage above Customer's requirements.