

SOLAR POWER SYSTEM
OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this “**Agreement**”) is made and entered into as of December 19, 2012, (the “**Effective Date**”), by and between **WSD Solar Holdings, LLC**, a Delaware limited liability company a (“**Project Company**”), and **True South Renewables, Inc., a California corporation** (“**Contractor**”). Project Company and Contractor are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Project Company owns and develops solar power systems (each a “**System**” and collectively, the “**Systems**”) at various sites located in **Los Angeles County, CA**, on property owned by the **Wilsona School District**, (the “**Host**”) as described in Exhibit F attached hereto (collectively, the “**Premises**”).

B. Project Company has entered into with Host that certain Solar Energy Power Purchase Agreement, dated as of **May 31, 2011** (the “**PPA**”), for the delivery of power from the Systems to Host as more particularly provided in the PPA and has access to the Premises pursuant to those certain solar site Easement Agreements, (as amended from time to time, collectively, the “**Site Agreements**”) between Project Company and Host.

C. Project Company has entered into that certain Engineering, Procurement and Construction Agreement, dated as of **November 10, 2011** (the “**EPC Contract**”), with Rosendin Electric Inc., a California corporation (the “**EPC Contractor**”), for the design, procurement of equipment, construction, and installation of the Systems. Equipment has been acquired for the Systems, either pursuant to the EPC Contract or other procurement or purchase order agreements, and pursuant to which the equipment manufacturer has provided express warranties which are currently held by the Project Company.

D. Project Company has entered into that certain Asset Management Agreement with PsomasFMG, LLC, a Delaware limited liability company (“**PsomasFMG**”), pursuant to which Project Company has delegated to PsomasFMG certain management responsibilities.

E. Project Company has entered into that certain Lease dated as of December 19, 2012 (the “**Lease**”), with BA Leasing BSC, LLC, a Delaware limited liability company (the “**Lessor**”).

F. Project Company intends to retain the services of Contractor to provide and carry out operations and maintenance services necessary to optimize performance of the Systems through scheduled maintenance, repairs, and other services as are reasonably required for continuous operation of the Systems at the optimal level of performance, and in accordance with the Availability and Performance Guarantee set forth in Exhibit C. Contractor has expertise in providing operations and maintenance services with respect to distributed solar energy facilities,

and will provide such services, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements, representations, warranties and covenants set forth in this Agreement and the exhibits hereto, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Project Company and Contractor agree as follows:

ARTICLE 1 DEFINITIONS AND USAGE

Section 1.01 Definitions. Unless the context shall otherwise require or the express terms of this Agreement shall otherwise provide, capitalized terms used in the recitals hereto shall have the meanings given to them in the recitals and capitalized terms used in this Agreement shall have the following meanings:

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term **“control”** of a specified Person including, with correlative meanings, the terms, **“controlled by”** and **“under common control with,”** means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Operations and Maintenance Agreement as defined in the preamble, including all exhibits and schedules attached hereto, as amended from time to time in accordance with the provisions herein.

“Applicable Law” means any provision of law, statute, rule, regulation, ordinance, order, decree, judgment or decision, permit, registration, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement, the Systems, or this transaction. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Permit” means each national, state, local or other license, consent, appraisal, authorization, ruling, exemption, variance, order, judgment, decree, declaration, regulation, certification, filing, recording, permit (including, where applicable, conditional permits) or other approval with, from or of any governmental authority, including each and every environmental, construction, operating or occupancy permit, that is required by Applicable Law for the performance of the Services or operation or maintenance of any System.

“Assigned Warranties” is defined in Exhibit A.

“Availability and Performance Guarantee” is defined in Exhibit C.

“Business Day” means any day other than (i) a Saturday or Sunday or (ii) a day on which commercial banks in New York, New York or in San Francisco, California are authorized or required to be closed.

“California Solar Initiative” means the solar rebate program for California customers of Pacific Gas and Electric (PG&E), Southern California Edison (SCE), San Diego Gas & Electric (SDG&E).

“Case Log” means a report that Contractor will use to document and report on the status of malfunctions and other System issues.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercial Operation” means the milestone when a System has received its permit to operate by the applicable utility, and the Project Company has officially placed the System into service.

“Commercial Operation Date” means the first day on which the first System in the Project Portfolio commences Commercial Operation.

“Commercially Reasonable Efforts” means, when used with respect to either Party hereto in any circumstances, such prompt, substantial and persistent efforts of such Party as are commercially and technically reasonable in such circumstances in light of the facts known or that should reasonably have been known at the time.

“Confidential Information” is defined in Section 12.10.

“Connected Module Nameplate Power” is defined in Exhibit C.

“Contractor” is defined in the preamble.

“Contract Month” means any calendar month of the Contract Year.

“Contractor Representative” is defined in Section 3.04.

“Contractor Supplied Parts” is defined in Exhibit A.

“Contractor Warranty” is defined in Section 6.02.

“Contract Interest Rate” means 3% per annum.

“Contract Year” means each period of twelve consecutive calendar months during the term of this Agreement commencing on January 1 of each calendar year, except for the first Contract Year, which shall commence on the Commercial Operation Date of the first System and continue through December 31 of that calendar year.

“Data Acquisition System” or **“DAS”** means the monitoring and data acquisition system and relevant components that measures, displays, and logs energy production, solar insolation and other weather data, and other information from the Systems and Sites.

“Designated Agent” means any Person appointed by Project Company to act on behalf of Project Company pursuant to Section 3.10. The initial Designated Agent shall be PsomasFMG. In the event there is no Designated Agent, all references to Designated Agent shall mean the Project Company.

“Designated Agent Representative” is defined in Section 3.11.

“Effective Date” means the date of this Agreement as defined in the preamble hereto.

“Emergency Response Plan” is defined in Attachment A to Exhibit A.

“EPC Contract” is defined in the recitals.

“EPC Contractor” is defined in the recitals.

“Equipment Data Sheet and Manual List” is a list of all data sheets, installation manuals, user manuals and maintenance manuals for all equipment, as provided by the Designated Agent.

“External Cause Hours” or **“H_{EC}”** is defined in Exhibit C.

“Externally Caused Outage Incident” is an incident when an Inverter Core in a System is curtailed from operating because of a Force Majeure Event or any curtailment or outages caused or required by the utility company or the Host.

“Events of Default” is defined in Section 10.01.

“Fee Adjustment Date” is defined in Section 5.02.

“Field Verification List” means a listing in Microsoft Excel of key attributes of the solar structures (such as array structure, tilt, and azimuth) at a Site that has been provided to Contractor.

“Financing Parties” means the Lessor and/or any other Person(s), bank(s) or other financial institution(s), if any, from time to time issuing or providing any construction, term financing, working capital financing, credit support, credit enhancements, interest rate hedging, and/or other permanent debt, sale-leaseback financing, lease financing or tax equity funding for the Systems or Project Portfolio, including any applicable trustee, collateral agent, security agent, or similar party acting on its behalf. For purposes of clarification, Financing Parties includes a lessor providing sale-leaseback financing with respect to any System, but does not include a Person(s) providing a rebate (whether a manufacturer or vendor rebate on equipment purchased, or the California Solar Initiative rebate), tax credits, grants or governmental financial incentives.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, that is not the result of the fault or negligence of the Contractor or any of its Subcontractors and that is beyond the reasonable control of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums), and, subject to the foregoing conditions, shall include: (a) natural phenomena, such as unusually severe storms, hurricanes, floods, volcanic eruptions, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Contractor; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts or rebellion; (d) strikes or labor disputes caused or suffered by third parties beyond the reasonable control of Contractor or its Affiliates, except strikes or labor disputes caused by Contractor’s or any of its Subcontractors’ employees or as a result of Contractor’s or any of its Subcontractors’ failure to comply with a collective bargaining agreement; and (e) action by a governmental authority, including a moratorium on any activities related to this Agreement. Economic hardship shall not constitute a Force Majeure Event.

“GAAP” means generally accepted accounting principles.

“General Materials” is defined in Exhibit A.

“Governmental Authority” means any federal, state, county, local, municipal or other governmental, regulatory, administrative, judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

“Hazardous Materials” means any chemical, substance or material regulated or governed by any Applicable Permit, or any substance, emission or material now or hereafter deemed by any Governmental Authority to be a “regulated substance,” “hazardous material,” “hazardous waste,” hazardous constituent,” hazardous substance,” “toxic substance,” “radioactive substance” or “pesticide.”

“Host” is defined in the recitals.

“Incident Report Form” is a report template that Contractor will use for the documenting and reporting of any service call, repair activities, or other maintenance activities falling outside the scope of scheduled maintenance in a form acceptable to the Designated Agent.

“Indemnified Party” is defined in Section 11.01(d).

“Indemnifying Party” is defined in Section 11.01(d).

“Independent Engineer” means any independent engineer or engineering firm selected by the Project Company or Financing Parties to provide independent evaluations and determinations with respect to the Systems.

“Industry Standards” means those practices, methods, specifications and standards of safety specified in Exhibit A with respect to the operation and maintenance of any Systems; *provided* that if the relevant Industry Standards is not so specified, then “Industry Standards” shall include those practices, methods, specifications and standards of care and diligence normally practiced by solar operation and maintenance service providers in performing services of a similar nature and in accordance with good operation and maintenance service practices, Applicable Law, Applicable Permits, and other standards and regulations expressly established for such Services, including but not limited to the National Electric Code, California Solar Initiative, applicable utility and interconnection requirements, and OSHA.

“Initial Term” is defined in Section 9.01.

“Inventory List” means the list of equipment located at the Sites provided to Contractor.

“Inverter” means an electrical device that is comprised of one or more Inverter Cores.

“Inverter Core” means an electrical device that changes direct current to alternating current.

“Inverter Downtime” means any 15-minute period where solar insolation is higher than 80 W/m² and inverter AC power is 0 or less than 0 where such condition is not caused by an Externally Caused Outage Incident.

“IRS” means the Internal Revenue Service.

“ISO” means Insurance Services Office.

“Key Contact List” means the list of contacts associated with the Project Portfolio that the Designated Agent and Contractor will jointly prepare.

“Key Decision” means (i) any action that involves the expenditure or commitment of any Designated Agent or Project Company funds, (ii) entering into any agreements on behalf of the Designated Agent or Project Company and (iii) amending, extending, terminating or modifying any agreement to which the Designated Agent or Project Company is a party.

“Maintenance Fee” shall be with respect to the Project Portfolio, the applicable amount set forth in Section 5.01(a).

“Maintenance Worksheets” means the template forms which the Contractor will use for the documenting and reporting of maintenance activities.

“Maximum Response Times” is defined in Exhibit A.

“Module Mapping” means a mapped representation of the location designations of all modules contained on the Sites and as Spare Parts provided to the Contractor by the Designated Agent.

“Module Nameplate Power” means the direct current power output for a module as defined by the manufacturer under standardized test conditions.

“Monitoring-Inverter Equipment Key” means a key that associates monitoring provider’s equipment serial numbers and addressing codes with the monitoring equipment locations provided by the Designated Agent.

“Non-Covered Services” is defined in Exhibit A.

“Non-Covered Services Fee Schedule” is defined in Exhibit B.

“O&M Contractor Materials” is defined in Exhibit A.

“Party” and **“Parties”** are defined in the preamble.

“Period” is defined in Exhibit C.

“Person” means any individual, corporation, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization or governmental authority.

“PPA” is defined in the recitals.

“Premises” means the portions of the Site used for the System.

“Project Company” is defined in the recitals.

“Project Company Supplied Parts” is defined in Exhibit A.

“Project Portfolio” is the group of Systems owned by Project Company, as set forth in Exhibit F, which are the subject of this Agreement.

“PsomasFMG” is defined in the recitals.

“Required Insurance” means the terms of the insurance required to be carried by Contractor pursuant to Exhibit D.

“Requirements” is defined in Section 3.01.

“Services” is defined in Section 2.01.

“**SIM Card List**” is a list in Microsoft Excel of the applicable wireless service carrier’s data SIM cards being used to transmit monitoring data to the monitoring portal initially provided to Contractor by Designated Agent.

“**Site**” means the real property upon which the System is located.

“**Site Agreement**” is defined in the recitals.

“**Spare Parts**” is defined in Exhibit A.

“**Spare Parts Inventory List**” is an itemized list of the Spare Parts initially provided to Contractor by Designated Agent.

“**Subcontract**” means an agreement between Contractor and any Subcontractor or between Subcontractors.

“**Subcontractor**” means any subcontractor or supplier or vendor of equipment, materials or services engaged by Contractor, or any subcontractor of any tier or any Person engaged or employed by any thereof in connection with the performance of the Services.

“**System**” is defined in the recitals.

“**Warranties**” means all manufacturer warranties related to the equipment and technology of the Systems and all workmanship and service warranties provided by the EPC Provider.

ARTICLE 2 RESPONSIBILITIES OF CONTRACTOR

Section 2.01 Appointment of Contractor. Project Company hereby appoints Contractor, and Contractor hereby accepts the appointment, to provide all work, labor, equipment, and materials necessary to perform all preventative and corrective maintenance, emergency response services, system monitoring, and other services necessary to optimize performance of the Systems, all as described in greater detail in Exhibit A, Sections 1 through 6 hereto (collectively the “**Services**”), commencing on the Commercial Operation Date of the first System in the Project Portfolio, and continuing throughout the remainder of the Initial Term, as extended pursuant to the provisions of this Agreement. Unless specifically identified in Exhibit A as a Non-Covered Service, which shall be compensated pursuant to Section 5.01(b), all Services listed on Exhibit A shall be compensated pursuant to Section 5.01(a). Notwithstanding the foregoing, any maintenance or repairs required for Contractor to meet the Availability and Performance Guarantee shall be performed by Contractor as a part of the Services pursuant to Section 5.01(a).

Section 2.02 RESERVED

Section 2.03 No Express or Implied Agency. Neither Party shall hold itself out as an agent, representative, employee, officer, director, partner, owner or affiliate of the other Party. Neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or to bind the other Party, in any manner, nor is Contractor granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Project Company, Designated Agent or Host, or to bind the Project Company, Designated Agent or Host, in any manner.

Section 2.04 Prohibited Acts. Contractor shall not, under any circumstances, unless otherwise directed in writing by the Designated Agent and the Project Company, undertake any of the following actions: (a) cause the Project Company or the Designated Agent to act as a surety, a guarantor or incur similar liabilities on behalf of the Project Company, Designated Agent or Host, directly or indirectly, whether for indebtedness or otherwise; (b) cause the conveyance, modification, sale or disposition of any part of any System; (c) waive any of the Project Company's rights under, or terminate or amend, any legal document; (d) permanently change the capacity characteristics of any System; (e) perform any Services resulting in the voiding of the Warranties; or (f) settle or release any claims on behalf of Project Company or the Designated Agent. Further, Contractor shall not claim by this Agreement or otherwise that the Project Company is (a) an electric utility, (b) subject to electric utility regulation, (c) subject to regulated electric rates or (d) providing electric utility service to any Person.

Section 2.05 Payments by Contractor. Contractor shall be fully responsible for the payment of all wages, salaries, benefits and other compensation to its employees, and all sums due to its Subcontractors and suppliers for Services provided.

Section 2.06 Liens. The Contractor shall keep and maintain each System, including all Spare Parts Inventory, free and clear of all liens or other encumbrances created, assumed or permitted by, through or under Contractor or any of its Subcontractors resulting from the actions of the Contractor or any of its Subcontractors or work done at the request of the Contractor. The Project Company shall have the right to post a bond in connection with any such lien or other encumbrance, and the Contractor shall reimburse the Project Company for all costs therefor and shall have the right to offset any payments due to Contractor.

Section 2.07 Key Decisions. Notwithstanding anything contained in this Agreement to the contrary, Project Company and Contractor hereby agree and acknowledge that with respect to any action hereunder that constitutes a Key Decision, Contractor shall not take such action without prior written approval from the Designated Agent herein.

Section 2.08 Coordination and Review of Deliverables. Time is of the essence. All notices, elections, reports and other items required to be prepared and delivered by Contractor pursuant to this Agreement as described in greater detail in Exhibit A, shall be delivered to the Designated Agent in the manner described therein and pursuant to Section

12.05 and with the frequency and by the reasonable due dates specified by the Designated Agent. The parties hereto shall cooperate to develop procedures and protocols to carry out the foregoing in an expeditious manner so as not to unreasonably delay either the Contractor's performance of Services hereunder or the Designated Agent's performance of services on behalf of Project Company.

Section 2.09 Insurance Coverages. Without limiting any of the obligations or liabilities of Contractor hereunder, Contractor shall at all times throughout the term of this Agreement carry and maintain, or cause to be carried and maintained, the insurance coverages set forth in Exhibit D. All insurance carried and maintained pursuant to this Agreement shall be provided by insurance companies having AM Best ratings of A:X or better, or be otherwise acceptable to the Designated Agent and Project Company, and otherwise shall be in accordance with the provisions below.

(a) Endorsements. All insurance carried and maintained in accordance with this Agreement shall be endorsed ("blanket" endorsements acceptable) to provide that: (i) the Designated Agent, Project Company, Financing Parties, and Host shall be included as an additional insured under the insurance policies, (excepting the Worker's Compensation policy), as mutually agreed to by the parties hereto with the understanding that any obligation imposed upon Contractor (including the liability to pay premiums) shall be the sole obligation of Contractor and not that of the Designated Agent or Project Company; (ii) the insurers thereunder shall waive all rights of subrogation against the Designated Agent, Project Company, Financing Parties, and Host as to any claim, right of setoff and counterclaim and any other right to deduction due to outstanding premiums, whether by attachment or otherwise; (iii) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the Designated Agent, Project Company, Financing Parties, or Host; (iv) if such policies are written to cover more than one insured, all terms, conditions, insuring agreements and endorsements (other than the limits of liability) shall operate in the same manner as if there were a separate policy covering each insured; (v) if any such insurance is canceled for any reason whatsoever, including non-payment of premium, such cancellation or change shall not be effective as to the Designated Agent, Project Company, Financing Parties, Host or any other additional insured until thirty (30) days after receipt by the Designated Agent of written notice of such cancellation or change; and (vi) the breach of any of the warranties or conditions of the insurance policy by Contractor shall not prejudice the right of any additional insured under such policy.

(b) Certificates. On or before the Effective Date, and annually thereafter, Contractor shall arrange for furnishing the Designated Agent with approved certification of all required insurance, which shall include a standard ACORD form certificate of insurance. Such certification shall be executed by an authorized representative of each insurer. Such certification or notice, as the case may be, shall identify the insurers, the type of insurance, the insurance limits and the policy term. Contractor will furnish the Designated Agent with evidence of such insurance upon request.

(c) Subcontractor Insurance. Contractor agrees that it will obligate all its Subcontractors to contractually agree to provide insurance that complies with the insurance requirements of Contractor pursuant to this Agreement, excepting the excess liability requirements as outlined in Exhibit D.

Section 2.10 Applicable Permits. Contractor shall maintain and comply with all Applicable Permits. The Project Company shall provide Contractor with such assistance and cooperation as may reasonably be required and requested in order to obtain and maintain all Applicable Permits and the Project Company shall make reasonable efforts to secure the assistance and cooperation of any applicable Host as necessary to secure any Applicable Permits. Contractor shall submit copies of all applications for, and proposed forms of, all such Applicable Permits to the Project Company with sufficient time to allow for the Project Company's review and approval.

Section 2.11 Training; O&M Manual.

(a) Training. In consideration of the Maintenance Fee paid to Contractor, and not as a reimbursable expense, Contractor shall provide appropriate supervision and training of its operation and maintenance personnel, technical support with respect to ongoing operations, design of System improvements and adjustments, occupational safety and health and environmental regulation compliance, and inventory management and security.

(b) O&M Manual. Contractor shall deliver an operations and maintenance manual to the Project Company. Such manual (the "**O&M Manual**") shall contain written procedures for the operation and maintenance of the Systems and its components, including appropriate safety precautions and limitations, optimum operating conditions, suppliers/manufacturers' standards and warranty conditions, maintenance procedures, spare parts lists, instructions, schedules and aids, and all other information necessary, appropriate, or helpful to instruct operator personnel in all phases of operation and maintenance of the Systems in optimum operating condition. Contractor shall routinely update the O&M Manual to reflect appropriate improvements in such procedures. The O&M Manual shall be in electronic form as well as on paper. The Designated Agent, upon request of Contractor, shall provide all such information reasonably requested by Contractor that is necessary for Contractor to prepare the O&M Manual (including information concerning warranties and a site contact list).

ARTICLE 3

STANDARD OF PERFORMANCE; RELATIONSHIP OF THE PARTIES

Section 3.01 Performance Standards. The Contractor shall perform, and cause any Subcontractors to perform, the Services, the Non-Covered Services, and its other obligations under this Agreement using diligence, care, and prudence in a good and workmanlike manner, free of any defect or deficiency and in a clean, safe, efficient and environmentally acceptable manner, performed to minimize to the extent commercially practical the inconvenience to and interference with each Host, and each Host's invitees

and customers, and in all respects in accordance with all of the following (collectively, the “Requirements”) to the extent these documents are made available to the O&M contractor:

- (a) Industry Standards;
- (b) this Agreement;
- (c) the Site Agreements;
- (d) the EPC Contract;
- (e) the PPA;
- (f) the Warranties;
- (g) the warranties and guarantees provided by Contractor, manufacturers, suppliers, engineers or Subcontractors provided to the Contractor by the Designated Agent relating to or arising from the System;
- (h) all installation and maintenance manuals, instructions and specifications relating to the Systems provided to the Contractor by the Designated Agent;
- (i) the O&M Contractor Materials and any operations or maintenance instructions provided by the Designated Agent;
- (j) the terms of the insurance required to be carried by Contractor pursuant to Exhibit D (and provided to Contractor by the Designated Agent from time to time);
- (k) any Independent Engineer requirements provided to Contractor;
- (l) Contractor’s safety guidelines;
- (m) all terms of Exhibit H hereto; and
- (n) any other agreements and consents required to be obtained, maintained and secured by the Contractor (or any of its Subcontractors) to enable the Contractor (or such Subcontractors) to satisfy its obligations under this Agreement.

Section 3.02 Equipment Standards and Specifications. All, equipment, materials and Contractor Supplied Parts employed in any work performed by the Contractor in connection with providing the Services shall be new and of good and workmanlike quality and workmanship, equal to or better than the parts originally incorporated into each System, shall not result in a limitation of the Warranties, and shall otherwise comply with this Agreement.

Section 3.03 Repair Standards. Without limiting the Contractor’s obligations under Section 3 of Exhibit A, the Contractor shall use Commercially Reasonable Efforts to

perform all repairs required to be performed by the Contractor under this Agreement to result in such System being repaired to a condition substantially equivalent to the condition of such System when the System first entered into Commercial Operation, normal wear and tear excepted, and in conformity with Industry Standards at the time the repair is made.

Section 3.04 Alterations. Contractor shall not make any material alterations to any System unless Contractor has received the prior written approval of the Designated Agent and Project Company for such alternations, and approvals, where required, of applicable engineers, and appropriate permits required in accordance with Industry Standards. Further, Contractor shall not make any alterations that invalidate any warranties applicable to the Systems.

Section 3.05 Hazardous Materials. Contractor shall not, nor shall it permit any of its Subcontractors to, bring any Hazardous Materials onto a Site or incorporate any Hazardous Material (other than Hazardous Materials to be used by the Contractor in a manner that both (a) does not violate Applicable Law and (b) is required to perform the Services). The Contractor shall bear all costs and expenses and be solely liable for any response, removal, investigation, cleanup or other remedial action required as a result of any Hazardous Materials furnished under, brought, created, released, used or handled on, near or from a Site in connection with, or otherwise associated with, the Contractor's obligations under this Agreement, in each case, by licensed, insured, competent and professional contractors in a safe manner and in accordance with Applicable Law. If the Contractor knowingly encounters any previously unknown Hazardous Materials or other hazardous conditions at a Site, the Contractor shall immediately stop work in the area affected and report the condition as required by Applicable Law and shall also notify Project Company and the Designated Agent. The Contractor shall be responsible for full clean-up and remediation of any environmental impacts of its actions in carrying out the Services.

Section 3.06 Status of Contractor. Contractor at all times shall be deemed an independent contractor and neither it nor any of its employees nor any Subcontractor or any employees of any Subcontractor shall be considered to be an agent, servant, employee or representative of the Designated Agent or Project Company. Nothing in this Agreement shall be deemed to constitute Contractor as a partner or joint venture of the Designated Agent or Project Company or the Designated Agent's or Project Company's Affiliates. Contractor shall be solely responsible for all matters relating to the payment of its Subcontractors and its employees, including compliance with social security, withholding and all other similar regulations governing such matters, and Contractor shall be solely responsible for the Services and other obligations set forth in this Agreement.

Section 3.07 Personnel Requirements. Contractor shall provide and make available as necessary all such labor, and professional, supervisory and managerial personnel as are required to perform the Services throughout the term of this Agreement. Where required, Contractor's, and any of its Subcontractors', personnel shall comply at all times with all security clearances (e.g. California Department of Justice, Orange County

Sheriff Department Security Clearance, etc.), and all security clearances as may be required by Host for all Contractor personnel at the Sites. All such personnel shall be qualified and experienced in the duties to which they are assigned and, at no additional cost to the Designated Agent or Project Company, shall have received the specialized training or certification in accordance with any equipment manufacturer or supplier requirements applicable to the Services being performed. While Contractor shall retain sole authority, control and responsibility with respect to all personnel performing Services, upon request, Contractor shall provide the Designated Agent with such information as is reasonably requested relating to Contractor's guidelines for the hiring of personnel, Contractor's employment policies and standards and such other related information as the Designated Agent may reasonably require. Contractor shall, and shall cause all of its Subcontractors to, comply at all times with all labor and employment laws, child support enforcement laws, employee eligibility verification rules and regulations, and other Federal and state statutes and regulations regarding employment applicable to the Host and/or the Project Company. Contractor shall furnish documentation that demonstrates compliance with these provisions upon request by the Designated Agent.

Section 3.08 Contractor Representative. Contractor hereby appoints Rue Phillips in his individual capacity, to act as Contractor's initial individual representative hereunder (the "**Contractor Representative**"), authorized and empowered to act for and on behalf of Contractor on all matters concerning this Agreement and the Services. In all such matters, Contractor shall be bound by the written communications, directions, requests and decisions made by the Contractor Representative. Such appointment shall remain in full force and effect until written notice of any substitution or replacement is delivered by Contractor to the Designated Agent. The Contractor Representative, individually, shall spend such amount of time in the performance of the Services as is necessary or appropriate to enable Contractor and Contractor's other personnel to comply fully with all of Contractor's duties and obligations hereunder.

Section 3.09 Use of Subcontractors. Contractor shall not delegate or subcontract to any Subcontractor all or any portion of the Services to be provided by Contractor hereunder, except as agreed and approved in writing (which approval shall not be unreasonably withheld) by the Designated Agent unless such Subcontractor is listed in the pre-approved list of Subcontractors set forth in Exhibit G (as such list may be supplemented from time to time by the Contractor with the prior written consent of the Designated Agent). The Contractor shall supervise and monitor each Subcontractor's performance, shall cause all Subcontractors to perform their work in conformity with all provisions of this Agreement and otherwise in compliance with Applicable Law, and remains fully responsible for the performance of work by its Subcontractors. Contractor shall be solely liable for any and all amounts that may be required to be paid to any Subcontractors. Contractor shall remain fully liable hereunder for any duties and obligations delegated or subcontracted to any Subcontractor.

Section 3.10 Designated Agent. To the extent specifically set forth herein, the Designated Agent shall be authorized to act on behalf of Project Company, and all

instructions, approvals, requests and decisions of the Designated Agent shall be binding upon Project Company as to all matters pertaining to this Agreement and the performance of Project Company hereunder. The Designated Agent shall have the express right to require that Contractor produce for inspection and copying by the Designated Agent all documents relating to Contractor's services pursuant to this Agreement. Unless and until Contractor receives written instruction from Project Company to the contrary, (a) Contractor will coordinate all of its activities under this Agreement exclusively through Designated Agent, (b) except where notice is required to be made pursuant to the notice provisions of Section 12.05 herein, Contractor shall make all written and verbal communications relating to this Agreement directly and exclusively to the Designated Agent, (c) Contractor shall accept direction from Project Company exclusively through the Designated Agent, (d) Contractor will coordinate all of its activities under this Agreement exclusively through the Designated Agent and (e) Contractor shall rely on written directives issued by the Designated Agent that do not materially amend or modify any of the provisions of this Agreement.

Section 3.11 Designated Agent Representative. The Designated Agent shall designate one or more individual representatives (each, a "**Designated Agent Representative**"), each one of whom is authorized to act on behalf of the Designated Agent; provided, however, that such representative(s) shall not have authority to amend or to modify any of the provisions of this Agreement. The Designated Agent may change the Designated Agent Representative(s) at any time and from time to time by written notice to Contractor.

ARTICLE 4 OWNERSHIP OF DOCUMENTS AND DATA

Section 4.01 Title to Documents and Data.

(a) Data and Documents. All data derived from the equipment, the monitoring system, and the operation of the Systems, ("**System Data**") belong to the Project Company. Contractor and all Subcontractors shall have a limited license to use the System Data as needed to perform the Services, which license shall terminate upon termination of this Agreement. All tangible property comprising the materials, documents, manuals, templates, models, and forms, and all processes and procedures relating to the Project Portfolio (collectively, the "**Work Product**"), prepared or developed by Contractor or its employees, representatives or Subcontractors in connection with the Project Portfolio or the performance of the Services, shall become the property of Project Company. All Work Product, together with any materials and documents furnished to Contractor or to its Subcontractors by Project Company or the Designated Agent, shall be delivered to the Designated Agent or the Project Company, as applicable, promptly upon expiration or termination of this Agreement, and in any event before any final payment required hereunder is made to Contractor. Contractor may retain a copy for its own records, subject to Section 4.02, below. Nothing in the foregoing shall impair, alter or otherwise affect Contractor's or its Subcontractors

intellectual and proprietary rights in its intellectual property or prejudice such rights of Contractor or its Subcontractors. Contractor and its Subcontractors retain ownership of their intellectual and proprietary property rights existing as of the Effective Date and included in the Work Product as well as any intellectual or proprietary property developed solely by Contractor or its Subcontractors for the Project and embodied in the Work Product itself.

(b) Review by the Designated Agent. All Work Product and data in Contractor's possession in connection with the Project Portfolio shall be available for review by the Designated Agent at all times during normal business hours, or in case of emergency, immediately upon request. All Work Product required to be submitted for the approval of the Designated Agent shall be prepared and delivered in accordance with the requirements and specifications set forth in this Agreement. However, any such approval of Work Product submitted by Contractor hereunder shall not relieve Contractor of its responsibility for the correctness thereof or of its obligation to meet all of the requirements of this Agreement.

Section 4.02 Proprietary Information. Where the Work Product prepared or developed by Contractor or its employees, representatives or Subcontractors in the performance of the Services contains proprietary or technical information, systems, techniques, or know-how previously known to Contractor or its Subcontractors or previously acquired by Contractor or its Subcontractors from third parties, Contractor represents and warrants that Contractor or its Subcontractors have the right to use or dispose of such information, systems, techniques or know-how in connection with the Services and Non-Covered Services and shall grant the Designated Agent, Project Company and Host the necessary rights to utilize the same without cost to the Designated Agent, Project Company and Host. In the event such information, systems, techniques or know-how are specially developed, created or acquired by Contractor or its Subcontractors in the performance of the Services, Contractor and its Subcontractors shall have the right to use information, systems, techniques or know-how in the performance of the Services, but shall not disclose to others, any and all such information, systems, techniques and know-how, and the Designated Agent and Project Company shall have the right to use and disclose to others, at no cost to the Designated Agent or Project Company, any and all such information, systems, techniques or know-how.

Section 4.03 License; No Infringement. The Contractor hereby grants to Project Company, Designated Agent and Financing Parties, on a paid-up, perpetual, irrevocable, non-exclusive, world-wide basis, all rights in any licenses to the intellectual property held by Contractor and required to, own, operate, maintain, repair or transfer the Systems, which license may be assigned and/or transferred to any successor to the rights and interests of Project Company, Designated Agent and Financing Parties in and under this Agreement. The Contractor's services under this Agreement, including, but not limited to, the Services, shall not infringe any third party's intellectual property or other proprietary rights. In the event a third party brings a claim against Project Company or the Designated Agent for any such infringement, then Contractor shall indemnify and hold Project Company and the

Designated Agent, and each of their affiliates, successors and assigns, harmless from and against any and all losses, damages, charges and expenses that may accrue or arise out of or result from any breach or alleged breach to third party intellectual property, and shall defend all such claims in connection with any such alleged breach, and shall provide reasonable assistance in the defense thereof. Contractor may not consent to entry of judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting the Project Company, the Designated Agent or their affiliates, without written consent thereto by Project Company or the Designated Agent. The failure to give adequate written notice of such claim to the Contractor shall not adversely affect the right to indemnification hereunder, except to the extent that the Contractor would be prejudiced by such failure. In the event such third party is successful in its claim of infringement, then Contractor shall, at its sole cost, procure for the Project Company the right to continue using the intellectual property necessary for continued operation of the Systems; or if unable to procure adequate rights thereto, shall modify the Systems so the Systems become non-infringing; provided, however, that no such modifications shall fail to conform to the System specifications provided, reduce the availability or power production of the Systems, or increase the operating costs of the Systems.

Section 4.04 Compliance. Contractor agrees that it shall make a Commercially Reasonable Effort to cause its employees, representatives and Subcontractors adhere to the provisions of this Article 4.

ARTICLE 5 COMPENSATION AND PAYMENT

Section 5.01 Maintenance Fees. Following the Effective Date, Project Company shall pay to Contractor (or Contractor shall pay to Project Company) the following fees for the Services and pay or reimburse the following expenses:

(a) Annual Fee. As compensation for provision of the Services by Contractor, Project Company shall pay Contractor an annual fee of \$7,723.00, (the “**Maintenance Fee**”) as follows (i) ten percent (10%) of the Maintenance Fee shall be payable on the Effective Date, and (ii) the remaining balance of the Maintenance Fee shall be payable pro-rata quarterly in arrears within thirty (30) days of the end of each quarter during the term of this Agreement. Up to fifty percent (50%) of the annual fee may be reduced pro rata based on system size (measured in MW) for any Systems taken off-line or terminated over the course of this agreement.

(b) Non-Covered Services. Any Non-Covered Services shall be approved by the Designated Agent in writing prior to the performance of the Non-Covered Services, shall comply with the provisions set forth in Exhibit A, and shall be invoiced and paid pursuant to Section 5.03.

(c) Expenses. Contractor shall not be entitled to any additional fees, reimbursements for expenses, including Contractor Supplied Parts, or any other payments

with respect to the Services unless approved by the Designated Agent in writing prior to the expense being incurred.

(d) Availability and Performance Guarantee. Project Company has the right to offset any amounts due and owed to Contractor with any amounts due and owed to Project Company pursuant to the Availability and Performance Guarantee. A condition precedent for payment of any bonus shall be receipt by the Designated Agent of the annual report as required by Section 1.19.

Section 5.02 Adjustments to Maintenance Fee. After the first System has been in Commercial Operation for more than 240 days, on January 1 of each Contract Year thereafter (each, a “**Fee Adjustment Date**”), the then prevailing Maintenance Fee shall be increased by 2.5%.

Section 5.03 Billing and Payment of Non-Covered Services. After the 1st day of each month, Contractor shall provide its monthly invoice and all supporting documentation for any Non-Covered Services and expenses completed during the preceding month which were preapproved by the Designated Agent. Within thirty (30) days following the Designated Agent’s receipt of an invoice submitted pursuant to Section 5.01(a), the Designated Agent shall:

(a) Approve and pay such payment to Contractor, less any portion that the Designated Agent disputes in good faith;

(b) With respect to any disputed portion of such invoice, provide Contractor with a written statement explaining, in reasonable detail, the basis for such dispute. Failure to provide Work Product as required by this Agreement shall be reasonable grounds to dispute payment. The parties shall attempt to resolve any such disputed portion in accordance with Article 8 hereof; and

(c) Any undisputed amount owed hereunder which remains unpaid more than ten (10) days after the date such amount is due and payable under this Agreement shall accrue interest the Contract Interest Rate beginning on the first (1st) day after such amount became due and payable.

Section 5.04 Records. Contractor shall retain copies of invoices submitted and of any third party invoices or similar documentation contained or reflected therein, for a minimum period of three (3) years or such longer period to the extent required by the Designated Agent.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Section 6.01 Expertise. The Contractor represents and warrants that it has the requisite licenses, expertise and sufficiently skilled manpower, personnel and resources (including necessary supervision and support services) to provide the Services and satisfy

its obligations under this Agreement within the time limits and for the term of and in accordance with the conditions set forth in this Agreement. The Contractor represents that its employees have the requisite training and certifications and are otherwise able to competently deliver the Services in accordance with this Agreement and that all electrical work will be performed by licensed electricians.

Section 6.02 Contractor Warranty. Contractor shall provide a workmanship warranty (the “**Contractor Warranty**”) of the Services performed for a period of one (1) year beyond the Initial Term, including both the installation services and the equipment and materials installed as part of the Services, to the extent such equipment or materials are not covered by any separate warranty. The Contractor shall, at its own cost and expense (including the cost of labor, equipment, and materials) promptly repair or replace within the Maximum Response Times specified in Exhibit A any part or component of a System that fails or is damaged as a result of a breach of the Contractor Warranty.

Section 6.03 Assigned Warranties. Contractor shall assign to Project Company any warranties and other pass-through warranties related to the Services (the “**Assigned Warranties**”). Contractor agrees that it will enforce all warranties under any Subcontracts, including without limitation the Assigned Warranties. Project Company acknowledges that during the relevant warranty period, the Contractor will be entitled to make any claims under and enforce the Assigned Warranties directly against the relevant Subcontractors and will have the right to initiate and conduct all correspondence, discussions and negotiations in relation to any claims under or in relation to enforcement of the Assigned Warranties. Contractor shall keep the Designated Agent and the Project Company informed, including providing copies of warranty claims, related to the Assigned Warranties. Contractor agrees that it shall use any replacement parts provided by the warranty claim for the benefit of the System and forward to the Designated Agent any payment due to Project Company for any reimbursement it obtains in connection with any such claim in respect of an Assigned Warranty.

Section 6.04 Failure to Perform Required Warranty Work. If any repair work relating to or arising from any Contractor Warranty claim, Assigned Warranty claim, or other warranty claim which is required to be performed by the Contractor hereunder is not performed by the Contractor within a reasonably prompt period of time, the Designated Agent may give a notice in writing to the Contractor and the Contractor shall, within five (5) days after receipt of such notice, commence to make and reasonably prosecute such repairs or order parts. If the Contractor fails to timely commence or complete the appropriate repairs, the Project Company may make such repairs at the Contractor’s expense and may offset the cost of such repairs against monies which would otherwise be due Contractor. Notwithstanding any statements to the contrary, such repairs shall not reduce or otherwise adversely impact the Contractor Warranty, the Assigned Warranties, or the Contractor’s obligations hereunder.

Section 6.05 Availability and Performance Guarantee. The Availability and Performance Guarantee provided by the Contractor, and the Contractor's obligations and liabilities in respect thereof, are set forth in Exhibit C.

Section 6.06 Execution and Enforceability. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized or registered, as applicable, and validly existing and in good standing in the jurisdiction of its formation and duly qualified to do business in the State where each System is located;
- (b) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- (d) this Agreement and every other document executed and delivered in accordance with this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to equitable defenses;
- (e) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- (f) its execution of and performance under this Agreement shall not violate any of its governing documents, any Applicable Law, or any agreement to which it is a party and the Contractor has all Applicable Permits necessary to perform its obligations hereunder.

ARTICLE 7 WARRANTY ADMINISTRATION SERVICES

Section 7.01 Contractor shall pursue and manage all Warranty claims on behalf of Project Company as part of the Services. Contractor's obligation to pursue and manage Warranty Claims shall not extend to any mediation, arbitration or litigation thereof as such activities are solely the responsibility of the Designated Agent; provided Contractor shall provide information and cooperation as Non-Covered Services to assist the Designated Agent in any such proceedings. To the extent that the Warranties cover repair, replacement or refurbishment of System equipment or components during the term of this Agreement, Contractor shall be responsible to use Commercially Reasonable Efforts to submit, process, pursue and perfect, at Contractor's sole cost and expense, all such warranty claims and coverage; provided that the Designated Agent fully cooperates with the Contractor. In no event shall Contractor make any repairs, replacements or refurbishments, or in any way modify any portion of the System without

the prior written authorization of the Designated Agent. In any event, Contractor shall not perform any Services which could result in the avoidance of any of the Warranties.

ARTICLE 8 DISPUTE RESOLUTION

Section 8.01 Notice of Dispute. In the event a dispute, controversy or claim arises hereunder, the aggrieved Party will promptly provide written notification of the dispute to the other Party with a copy to the Designated Agent within ten (10) days after such dispute arises. A meeting between the Parties and the Designated Agent will be held within twenty-one (21) days of a Party's receipt of such notice attended by representatives of the Parties and the Designated Agent with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If the Parties are not successful in resolving a dispute within twenty-one (21) days, the Parties agree that the dispute shall be resolved by binding arbitration by the American Arbitration Association under the Commercial Arbitration Rules then in effect, and that any award of such arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

Section 8.02 Resolution of Dispute. Notwithstanding the foregoing, any disputes under this Agreement shall be governed by and construed in accordance with the laws of the State of California. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court in the State of California with respect to any action or proceeding arising out of or relating to any such dispute. Each Party irrevocably and unconditionally waives trial by jury in any action, suit or proceeding relating to a dispute and for any counterclaim with respect thereto.

ARTICLE 9 COMMENCEMENT AND TERMINATION

Section 9.01 Initial Term. Except as may otherwise be provided herein, this Agreement shall commence with the exception of the performance guarantees at the beginning of the Validation Period and remain in full force and effect following such date for a term of ten (10) Contract Years (the "**Initial Term**") where the Commercial Operation Date of the first System occurs on or before August 31 and for a term of eleven (11) Contract Years where the Commercial Operation Date falls on or after September 1. The provisions of the performance guarantees shall commence upon acceptance of the system by the Contractor at the completion of the Validation Period. The Validation Period shall end the later of ten (10) days from the commencement of the Validation Period or January 1, 2013.

In order to make the Services (as provided in the SOW) available at the earliest possible time, Contractor will commence performing those Services on the Provisional Start Date and will continue such performance, subject to resolution of any relevant issues discovered by Contractor during the following Validation Period. During the Validation Period,

Contractor will verify final construction and commissioning documentation, record System performance, compare the modeling baseline (per assumptions and procedures in Exhibit C) to recorded data, and observe the System while it operates at full capacity. At the end of the Validation Period, Contractor and Customer will determine whether their relevant assumptions supporting the Operational Conditions are correct or require changes in the O&M Agreement. Upon Contractor's and Customer's mutual satisfaction that all such material assumptions are correct or that agreed upon changes to the System and/or O&M Agreement have been made, the Validation Period will end and the provisions of the O&M Agreement will be implemented without reservation.

Construction and Commissioning Documentation Review

- Customer will provide Contractor with copies of the commissioning report, punch list items that remain to be completed and other documents necessary to determine System operational readiness.

- Contractor will review all documents and generate either (1) a Request For Information relating to matters that need clarification or that should have been but were not reported or (2) accept the documents as presented by Customer.

System-Related Data Collection and Review

- Contractor will (1) collect energy production and meteorological data from the meters and sensors which are part of the onsite monitoring system at sample rates of 15-minutes or less (2) review such data weekly for accuracy and reliability. Missing or erroneous data will, with Customer agreement, either be excluded from Contractor's analysis or, cause Contractor to request a restart of this process.

System Performance Analysis

- Contractor will (1) adjust such collected data to take into account deviations from projected insolation and module cell temperature and extraordinary external events; and (2) compare such adjusted data with the baseline model used by Customer and presented to Contractor for the purpose of forecasting System performance.

- Contractor and Customer will agree on revised baseline values that will be incorporated into a corrected baseline model to govern System performance guarantees.

System Observation at Full Capacity

- Contractor will make a physical inspection of the System to determine whether the System is operationally ready.

- If conditions exist that do not conform to applicable standards of System operational readiness, Contractor will furnish Customer with a written report stating the reason(s) for such non-conformity. Contractor and Customer will jointly review that reported information and resolve any related O&M Agreement issues.

Section 9.02 Extensions. This Agreement shall be extended beyond the Initial Term for additional five (5) Contract Year terms upon the mutual agreement of the Parties.

Section 9.03 Early Termination. This Agreement may be terminated prior to expiration of the Initial Term, or at any time during any renewal term:

- (a) by mutual agreement of the Parties;
- (b) pursuant to Article 10 of this Agreement;
- (c) by Project Company upon the termination or expiration of the PPA; or
- (d) by Project Company at any time, with sixty (60) days prior written notice to Contractor.

ARTICLE 10 DEFAULT

Section 10.01 Events of Default. The following events shall be deemed to be events of default (“**Events of Default**”) by either Party under this Agreement regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceeding which has or might have the effect of preventing such Party from complying with the terms of this Agreement:

- (a) Failure by a Party hereto to make any payment required to be made pursuant to this Agreement (including, for the avoidance of doubt, payments to be made by Contractor to any Subcontractor), if such failure shall continue for thirty (30) days after written notice thereof has been given to the non-paying Party;
- (b) Failure to comply in any material respect with any material term, provision or covenant of this Agreement (other than the payment of sums to be paid by a Party hereunder), if such failure continues for thirty (30) days after written notice thereof has been given to the non-performing Party; provided, however, if such failure cannot reasonably be cured within such thirty (30) days and the non-performing Party has commenced, and is diligently pursuing in good faith, to cure such failure, such thirty (30) day period shall be extended for such longer period as shall be necessary for such Party to cure the failure provided that such extension does not materially impact the operation of any System, but in no event shall be extended for more than thirty (30) days without the prior written mutual agreement of the Parties; or
- (c) Failure by Contractor, as of the last day of any calendar month after Contractor has completed third party commissioning (the “**Monthly Calculation Date**”), to maintain a level of Aggregate Availability (as defined and calculated in Section E of Availability and Performance Guarantee) for the Systems less than 95% for the twelve (12) month period ending on the last day of the previous calendar month (the “**Calculation Period**”), except that until the period between the completion of third party commissioning and the last day of the calendar month prior to the Monthly Calculation Date is a period of at least twelve (12) months, the Calculation Period shall mean such

shorter period beginning on the first day of the calendar month following third party commissioning.

Section 10.02 Bankruptcy. Subject to the rights or remedies it may have, either Party shall have the right to terminate this Agreement, effective immediately, if, at any time, (i) the other Party shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state, or shall seek, consent to, or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of its properties, or (ii) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against such Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief for debtors, whether federal or state, and such Party shall consent to or acquiesce in the entry of such order, judgment or decree, or the same shall remain unvacated and unstayed for an aggregate of sixty (60) days from the date of entry thereof, or any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of its properties shall be appointed without the consent of or acquiescence of such Party and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days. The terms “acquiesce” and “acquiescence”, as used herein, include, but are not limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law.

Section 10.03 Remedies. If (i) an Event of Default occurs and either such event is not cured in accordance with Section 10.01 or a cure period is not available for such event, or (ii) an event described in Section 10.02 occurs and either such event is not cured in accordance with Section 10.02 or a cure period is not available for such event, then subject to resolution pursuant to Section 8.01 of any dispute as to the existence of such event (in the case of Section 10.02) or Event of Default (in the case of Section 10.01), this Agreement may be terminated immediately by the non-defaulting Party.

Section 10.04 Termination for Contractor Event of Default. If Project Company is the non-defaulting Party and terminates this Agreement for a Contractor Event of Default, Contractor shall pay Project Company, promptly upon such termination, all damages suffered or incurred by Project Company in connection with such default and termination (including enforcement costs) plus a termination payment in an amount equal to the positive difference, if any, of (i) the payments that would be required to be made to a replacement operator to perform services comparable to the Services to be provided under this Agreement for the remainder of the Initial Term, plus the transaction costs of engaging such a replacement operator over (ii) the unpaid balance of the amounts that would have been paid to Contractor for the remainder of the term of this Agreement had there been no such termination.

Section 10.05 Termination for Project Company Event of Default or Termination Pursuant to Section 9.03(c). If Contractor is the non-defaulting Party and terminates this Agreement for a Project Company Event of Default or Project Company elects to terminate this Agreement pursuant to Section 9.03(c), above, Project Company shall pay Contractor a termination payment equal to all amounts due Contractor for Services actually performed under this Agreement up to the date of termination.

Section 10.06 Return of Property. Upon termination, for whatever cause, Contractor shall promptly return at the location of the System any and all property in Contractor's possession or control belonging to Project Company, the Designated Agent, or any Financing Parties, and shall deliver to the Designated Agent all records and documentation pertaining to the Systems.

ARTICLE 11 INDEMNIFICATION; LIMITATION OF LIABILITY

Section 11.01 Indemnification.

(a) Contractor shall fully indemnify, save harmless and defend the Designated Agent, Project Company, Financing Parties, and their respective present and future direct and indirect parents, subsidiaries and affiliates and their directors, officers, shareholders, employees, agents and representatives ("**Project Company Indemnified Parties**"), from and against any and all costs, claims, and expenses incurred by the Designated Agent and Project Company or any other Project Company Indemnified Party to the extent caused by (i) any negligence, recklessness or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control) or (ii) Contractor's breach of this Agreement. Contractor will not have the obligation to indemnify Project Company Indemnified Parties to the extent solely caused by, resulting from, relating to, or arising out of the negligence or intentional misconduct of the Project Company Indemnified Parties. Additionally, the Project Company is not responsible for any Hazardous Materials or other hazardous conditions introduced to or negligently released at or near a Site by Contractor or its Subcontractors, agents or employees or others under Contractor's control. Contractor shall indemnify, defend and hold harmless the Project Company, the Host, the Lessor and their respective officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, and including fines and penalties which may be levied against any of the foregoing arising out of or resulting from those Hazardous Materials or other hazardous conditions introduced to or negligently released at or near a Site by Contractor or its Subcontractors, agents or employees or others under Contractor's control.

(b) Each Party shall indemnify, defend and hold the other Party, and its present and future direct and indirect parents, subsidiaries and affiliates and their directors, officers, shareholders, employees, agents and representatives, harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including reasonable attorneys' fees and disbursements) of

any kind whatsoever arising from: (i) actual or alleged infringement or misappropriation by such Party of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right or (ii) such Party's violation of any third-party license to use intellectual property.

(c) If any claim, for which indemnification is sought hereunder, is brought against a Party (the "**Indemnified Party**"), then the other Party (the "**Indemnifying Party**") shall be entitled to assume and control the defense of such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnified Party shall have the right, but not obligation, to assume the defense of the relevant claim or claims and the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for all Indemnified Party's reasonable costs incurred in such defense.

Section 11.02 Limitation of Liability. Notwithstanding anything else to the contrary herein, in no circumstances shall Contractor, Project Company, or the Designated Agent or any of their respective officers, members or employees be liable for punitive or consequential damages of any nature; provided that such limitation on consequential damages shall not apply in the case of any indemnity claims by any Indemnified Party on account of third-party claims against such Indemnified Party, or to any payments in respect of or payable under the Availability and Performance Guarantee (including, without limitation, any Availability Damages and Performance Damages) or for any amount expressly due under this Agreement (including, without limitation, amounts that become due and payable under Section 10.04).

ARTICLE 12 MISCELLANEOUS

Section 12.01 Assignment

(a) Contractor shall not assign this Agreement without the prior written consent of Project Company and the Designated Agent, which shall not be unreasonably withheld. The consent of the Project Company and the Designated Agent to Contractor's assignment of this Agreement shall not be deemed to be unreasonably withheld if the proposed assignee does not have the experience and financial creditworthiness equal to that of the Contractor as of the Effective Date. No assignment by Contractor of this Agreement for any purpose whatsoever shall be valid until all obligations of Contractor hereunder have been assumed by the assignee by written agreement delivered to Project Company and the Designated Agent. This Agreement may be assigned by Project Company without consent of Contractor, including but not limited to Financing Parties as collateral security to such Financing Parties, to affiliates, as set forth in Section 12.01(b), or to a Person acquiring all or a controlling interest in the business or assets of Project Company or to any Affiliate of Project Company, provided that all obligations of the Project Company hereunder have been assumed by the assignee by written agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and

permitted assigns of the Parties. Any assignment which does not comply with the provisions of this Section 12.01(a) shall be null and void.

(b) In connection with any debt or equity financing, refinancing, or a collateral assignment by Project Company of this Agreement to Financing Parties, Contractor agrees to enter into an agreement in form and substance reasonably satisfactory to Contractor directly with the Financing Parties under which Contractor shall consent to such assignment and will agree to other customary and reasonable provisions for the benefit of the Financing Parties, including, without limitation, reasonable provisions under which the Financing Parties or their designees (i) may assume or transfer the rights of Project Company under this Agreement, (ii) shall be entitled to receive from Contractor, Project Company, or the Designated Agent copies of certain notices relating to defaults and other similar matters hereunder that Contractor might provide to the Designated Agent, and (iii) shall be provided other customary or related benefits or protections reasonably requested by the Financing Parties to support such financing, so long as reasonably acceptable to Contractor and at no cost to Contractor. In addition, Contractor shall enter into such amendments to this Agreement as are reasonably requested by the Financing Parties in connection with the financing provided by such Financing Parties, provided said amendments do not change the scope of the Services to be provided hereunder or the risk to Contractor hereunder.

Section 12.02 Authorization. Except as expressly authorized in writing by the Designated Agent, Contractor shall not have the right or the obligation to create any obligation or to make any representation on behalf of the Designated Agent or Project Company.

Section 12.03 Governing Law, Jurisdiction, Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts to be performed in such State.

Section 12.04 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action not inconsistent with the provisions of this Agreement that may be reasonably necessary to perform the Services and to effectuate the purposes and intent of this Agreement.

Section 12.05 Notice. All notices and other communications hereunder shall be in writing and shall be deemed given as of the date any such notice is delivered (i) personally, (ii) by a nationally recognized overnight courier, (iii) by facsimile, (iv) by electronic mail, or (v) mailed by registered or certified mail (return receipt requested) to the Parties and the Designated Agent at the following addresses (or at such other address for a Party as shall be specified by like notice):

To Contractor:

True South Renewables
15641 Chemical Lane. Suite D

Huntington Beach, CA 92649
Attention: Rue Phillips
Email: rue@truesouthrenewables.com
Phone: 714-908-5266

To Project Company:

OC Solar 2010, LLC
c/o PsomasFMG, LLC
7777 Center Avenue, Suite 200
Attention: Al Nagy
Email: anagy@psomasfmg.com
Phone: 714-465-4901

With a copy to:

NRG Solar LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attention: Randall Hickok
Email: Randall.Hickok@nrgenergy.com
Phone: 760-710-2210

To the Designated Agent:

PsomasFMG, LLC
7777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Attention: Michael Streams, Jr.
Email: mstreams@psomasfmg.com
Phone: 714-465-4918

With a copy to:

PsomasFMG, LLC
7777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Attention: Gail Sandford
Email: gsandford@psomasfmg.com
Phone: 714-465-4995

Section 12.06 Usage. This Agreement shall be governed by the following rules of usage: (i) a reference in this Agreement to a Person includes, unless the context otherwise requires, such Person's permitted assignees; (ii) a reference in this Agreement to a law,

license, or permit includes any amendment, modification or replacement to such law, license or permit; (iii) accounting terms used in this Agreement shall have the meanings assigned to them by GAAP; (iv) a reference in this Agreement to an article, section, exhibit, schedule or appendix is to an article, section, exhibit, schedule or appendix of this Agreement unless otherwise stated; (v) a reference in this Agreement to any document, instrument or agreement shall be deemed to include all appendices, exhibits, schedules and other attachments thereto and all documents, instruments or agreements issued or executed in substitution thereof, and shall mean such document, instrument or agreement, or replacement thereof, as amended, modified and supplemented from time to time in accordance with its terms and as the same is in effect at any given time; (vi) unless otherwise specified, the words “hereof,” “herein” and “hereunder” and words or similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) the words “include” and “including” and words of similar import used in this Agreement are not limiting and shall be construed to be followed by the words “without limitation”, whether or not they are in fact followed by such words; and (viii) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine or neuter gender shall include all genders.

Section 12.07 Entire Agreement. This Agreement (including all appendices and exhibits thereto, if any) constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. The parties acknowledge and agree that the terms and conditions of this Agreement have been freely, fairly and thoroughly negotiated and the Agreement shall be interpreted as though drafted equally by both parties.

Section 12.08 Amendment. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by a document in writing signed by both Parties.

Section 12.09 Confidential Information. Neither Party shall, without the prior written consent of the other Party (and in the case of the consent of Project Company all the consent of the Designated Agent) disclose any confidential information concerning this Agreement, the Parties, the Designated Agent, or their respective Affiliates, assets, businesses, operations or prospects (the “**Confidential Information**”); provided, however, that Confidential Information shall not include information that (a) becomes generally available to the public other than as a result of any act or omission by the Party or any of its directors, officers, agents, or other representatives, (b) was rightfully in the possession of the Party or any of its directors, officers, agents, or other representatives, without an obligation of confidentiality, prior to its disclosure by the other Party, the Designated Agent or its Affiliates, or their respective directors, officers, agents, or other representatives, (c) is required to be disclosed by the Party as a result of any applicable legal or regulatory requirement or rule or regulation of any stock exchange, or other regulatory authority having jurisdiction over the Party, or (d) is required by the IRS, including in connection with a request for any private letter ruling, any determination letter or any audit.

Notwithstanding the foregoing, to the extent required for the performance of the Services, Contractor may disclose Confidential Information received by it to its employees, Subcontractors, and legal counsel provided that Contractor informs each such Person who has access to the Confidential Information of the confidential nature of such Confidential Information, the terms of this Agreement, and that such terms apply to them, and the Project Company may disclose Confidential Information to the Financing Parties (and their advisors and counsel. If a Party or Person is required to disclose information pursuant to clause (c) or (d) above, such Party or Person will provide the Party whose Confidential Information is proposed to be disclosed with prompt written notice so that the other Party may seek a protective order or other appropriate remedy or waive compliance with the non-disclosure provisions of this Section 12.09 with respect to the information required to be disclosed. If such protective order or other remedy is not obtained, or the entity whose confidential information is the subject of the required disclosure waives compliance with the non-disclosure provisions of this Section 12.09 with respect to the information required to be disclosed, such Party or Person will furnish only that portion of such information that it is advised, by opinion of counsel, is legally required to be furnished and will exercise reasonable efforts, at the other Party's expense, to obtain reliable assurance that confidential treatment will be accorded such information, including, in the case of disclosures to the IRS described in clause (d) above, to obtain reliable assurance that, to the maximum extent permitted by applicable legal or regulatory requirements, such information will not be made available for public inspection pursuant to Section 6110 of the Code. In addition, the Parties hereby acknowledge that (i) financial statements and records are confidential and may constitute material, non-public information concerning a Party, Designated Agent, or their respective Affiliates or their securities under United States federal securities laws; (ii) the United States federal securities laws, among other things, prohibit certain persons in possession of material, non-public information concerning companies or securities from buying or selling securities issued by those companies or disclosing that material, non-public information to others who buy or sell those securities while in possession of that information (or disclose that information to others who buy or sell); and (iii) by virtue of this Agreement the Party will have a duty to comply with applicable United States federal securities laws, including a duty not to disclose, or buy or sell securities on the basis of, any material, non-public information that may be included in the other Party's financial statements.

Section 12.10 Third Party Beneficiaries. Except as otherwise expressly stated herein, this Agreement is intended to be solely for the benefit of the Parties and their permitted assignees and is not intended to and shall not confer any rights or benefits to the general public or any other third party not a signatory thereto. Each Project Company Indemnified Party is a third party beneficiary of Article 11.

Section 12.11 Severability. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent

permitted by Applicable Law, the Parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 12.12 Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and assigns. Subject to Section 12.11, nothing in this Agreement, whether express or implied, shall be construed to give any Person other than a party any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 12.13 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12.14 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this Agreement by reference.

Exhibit A – Scope of Services

Exhibit B – Non-Covered Services Fee Schedule

Exhibit C – Availability and Performance Guarantee

Exhibit D – Insurance

Exhibit F – Project Portfolio (List of Premises)

Exhibit G – Approved Subcontractors

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Project Company and Contractor have caused this Agreement to be executed by duly authorized representatives as of the date first above written.

WSD Solar Holdings, LLC

By: _____

Name:

Title

TRUE SOUTH RENEWABLES, INC.

By: _____

Name:

Title

Exhibit A

Scope of Services

Section 1 General Services. Contractor shall provide the following Services pursuant to the Agreement and as compensation for the Maintenance Fee.

1.1. System Testing and Verification

- 1.1.1. Includes string level open circuit voltage and DC operating amperage tests
- 1.1.2. Inspection of all outdoor combiner and junction boxes for water and debris intrusion
- 1.1.3. Testing of all OCPD's and disconnects
- 1.1.4. These services are performed annually

1.2. Comprehensive Inspection of Array Racking (Ground Mount; Fixed Tilt)

- 1.2.1. Includes visual inspection of all racking hardware, switchgear and accumulation panels and components for abnormal wear or excessive corrosion
- 1.2.2. Inspection of ground mounts for excessive wear, corrosion and soil erosion
- 1.2.3. This service is performed annually

1.3. Comprehensive Inspection of Exposed Array Wiring

- 1.3.1. All DC wiring not installed in a raceway will be inspected for chaffing, deterioration and proper MC connections.
- 1.3.2. Random testing on PV array connections
- 1.3.3. Visually inspect the equipment grounding connections for loose or corroded connections
- 1.3.4. Perform a ground continuity test to validate the integrity of the equipment grounding system
- 1.3.5. Perform IV curve tracing of strings in accordance with test procedures set forth in the EPC Contract
- 1.3.6. These services are performed annually with the exception that 1.3.5 IV Curve tracing shall be performed on one-quarter of the systems annually, such that all strings are tested every 4 years.

1.4. Thermal Imagery

- 1.4.1. Thermal image scans of each DC combiner box and DC main combiners
- 1.4.2. Thermal image scans of all critical splice points
- 1.4.3. Thermal image scans of all terminations
- 1.4.4. These services are performed annually

1.5. Inverter Preventive Maintenance

- 1.5.1. Service all internal components as per manufacturer's guidelines
- 1.5.2. Replacement of air filters, where applicable
- 1.5.3. Cleaning air intake and vent ducts
- 1.5.4. Cleaning and removing dust from inverter heat sinks
- 1.5.5. Checking torque marks and re-tightening appropriate wiring connections to specifications.
- 1.5.6. Record all internal fault codes and process as necessary
- 1.5.7. These services are performed annually

1.6. DAS Preventative Maintenance

- 1.6.1. Inspect and maintain all meters, sensors and communications
- 1.6.2. Clean Pyranometers upon request of Designated Agent
- 1.6.3. Recalibrate DAS
- 1.6.4. This service is performed per manufacturer's specifications

1.7. Emergency Response (ER)

- 1.7.1. All pre-set alarm notification parameters will be addressed within 4 hours of initial notification of an emergency as determined by Project Company or Designated Agent, subject to the following.
- 1.7.2. Services include **TWO** free emergency responses (ER) per year times the number of sites specified in Exhibit F.
- 1.7.3. ER means a Contractor certified technician will be dispatched to arrive onsite within 24 hours of when initial call is received to assess and diagnose root cause only
- 1.7.4. A Contractor certified technician will safely isolate the issue and bring as much of the system back online as possible while following all applicable codes
- 1.7.5. Contractor will generate a non-conforming root cause analysis and proposal of corrective maintenance and repairs needed for full system restoration. Corrective maintenance and repairs may inhibit additional costs to owner
- 1.7.6. After the emergency response visits included per 1.7.2 are complete, this service is on a time and materials basis with a four hour minimum, which begins the moment a Contractor certified technician enters the solar electric facility to conduct ER scope of this section.
- 1.7.7. Emergency Response shall be conducted pursuant to the Emergency Response Plan in Attachment A to this Exhibit A.

1.8. Removal of Materials

- 1.8.1. Detection and removal of material(s) obstructing PV array & air flow
- 1.8.2. Weeds and vegetation control (limited only to events where shading on module faces occurs. Excessive weed management requirements will result in additional costs)
- 1.8.3. Trash, bird nests, etc., located on or under array(s)
- 1.8.4. These services are performed annually

1.9. Environmental Services

- 1.9.1. Collect and record all biological incidents and hazards
- 1.9.2. Collect and record all dead animals
- 1.9.3. Document existing run off erosion control conditions
- 1.9.4. Document all habitat nesting
- 1.9.5. These services are performed upon each site visit

1.10. Detailed Written Maintenance Report

- 1.10.1. Report will include all findings along with site pictures and recommendations
- 1.10.2. A Non-conforming report will be created for all anomalies found during testing and inspection.
- 1.10.3. Each Non-conforming report will include code violation documentation and suggested actions for repair

- 1.10.4. Report will be delivered within Five business days after any maintenance service has been performed

1.11. Real-time Performance Monitoring

- 1.11.1. Real-time remote operation and performance SCADA monitoring by experienced technicians
- 1.11.2. Site specific alert parameters active 24 hours 7 days per week
- 1.11.3. Identify problems and notify personnel for quick response
- 1.11.4. Coordinate warranty repairs and alert the proper channels to ensure a timely repair
- 1.11.5. Asset Assistance – 8am to 5pm, 5 days a week, 52 weeks per year excluding religious and national holidays
- 1.11.6. Customer Web Portal
 - 1.11.6.1.1. Real-time performance monitoring
 - 1.11.6.1.2. Real-time operations and maintenance work
- 1.11.7. Monthly performance reports, due within 10 business days following the end of each month.
- 1.11.8. Reference is hereby made to **Attachment A**

1.12. 24/7 Customer Support

- 1.12.1. Includes a customer-unique customer support hotline which accepts calls twenty-four hours a day, year round

1.13. Comprehensive Inspection of Array Racking

- 1.13.1. Includes visual inspection of all racking hardware and components for abnormal wear or excessive corrosion
- 1.13.2. Inspection of non-pen racking system for any abnormal movement
- 1.13.3. Inspection of all ground mounts, visual inspection of structural footings, check for abnormal wear and physical damage from vehicles
- 1.13.4. Inspection, testing and replacement of all luminaries and photocells within the carport structure (check and set timer program if applicable)
- 1.13.5. This service is performed annually

1.14. Visual Inspection of Array, BOS, Combiner Boxes & Disconnects

- 1.14.1. Visually inspect all modules, racking hardware, switchgear and accumulation panels, combiner boxes and disconnects for damage
- 1.14.2. Record any visible issues
- 1.14.3. This service is performed annually

1.15. Solar Array Cleaning

- 1.15.1. Contractor shall wash all modules two times per year in accordance with the timetable established by the Designated Agent to optimize overall performance of the Systems. Module washings shall be scheduled to occur during the spring and summer months, which shall be determined at the sole discretion of the Designated Agent. Contractor shall provide all personnel and equipment necessary, including specialized tools and rental equipment, to adhere to the timetable established by the Designated Agent and any scheduling constraints of the Host. Contractor shall provide its own de-ionized water source using a disbursement agent that complies with Applicable Laws, shall take a sampling of before and after photos of each System, document and report to the Designated

Agent the location and type of any module damage or graffiti and tagging discovered, and shall clean the pyranometer and other weather station devices as a part of the module cleaning. Contractor shall perform at its cost additional washing of the modules as required to maintain the Availability and Performance Guarantee. Except as set forth above, any additional module washings requested by the Designated Agent will be performed as Non-Covered Services pursuant to Exhibit A, Section 2.

1.16. Vegetation Abatement Control

1.16.1. During the annual maintenance visits, Contractor shall inspect for and remove any vegetation or grass impacting or likely to impact the safety or operation of the Systems or the Sites or performance of the Systems. Visual inspection shall include any erosion control systems for the Sites.

1.17. Warranty Claim Administration

1.17.1. Contractor shall perform all actions necessary to evaluate, submit, process, pursue and perfect warranty claims.

1.18. Reporting

1.18.1. Contractor shall provide the Designated Agent a written report within ten (10) of the receipt from the Designated Agent of the Actual Meteorological Conditions each Contract Month of the following data for each meter (the “**Monthly Performance Report**”):

Modeled Energy Production_{IE}

Performance Difference_{IE}

Actual Energy Production

1.18.2. Contractor shall provide Designated Agent a written report within thirty (30) days of the end of each Contract Year of the following annual data for each meter (the “**Annual Performance Report**”):

Modeled Energy Production_{IE}

Performance Difference_{IE}

Actual Energy Production

Aggregate Availability

Section 2 Active Response Time Services. Contractor commits to monitor, diagnose, and repair the Systems in a timely manner in accordance with the Maximum Response Times set forth below (the “Maximum Response Times”).

2.1 Notifications of System Issues

2.1.1 Monitoring Portal Alarms – Contractor shall acknowledge all alarms of an emergency breakdown or System malfunction in writing via an email response to the alarm notification or via login to the remote monitoring portal within four (4) hours; however, Contractor shall make best efforts to acknowledge alarms within one (1) hour. Contractor shall notify the Designated Agent of the event and document the event within that four (4) hour period.

2.1.2 Other Notifications – In the event that Contractor learns of or is notified by any other means other than the monitoring portal of an emergency breakdown or

System malfunction, Contractor shall notify the Designated Agent of the event and document the event the Incident Report and Case Log in the least amount of time practical, but in no circumstances longer than four (4) hours from the original notification or knowledge of the event, whichever is earlier.

2.2 Emergency Support

- 2.2.1 Initial Response – If Contractor is notified of an emergency, Contractor shall dispatch a technician and initiate any needed repairs in the least amount of time possible.
- 2.2.2 Documentation Follow Up – Contractor will provide all documentation it prepares including photos and written reports in the least amount of time possible, but in no circumstances longer than twenty-four (24) hours of its initial site assessment.

2.3 Inverter Issues

The following inverter issues are emergency conditions under paragraph 1.7.

- 2.3.1 Tier 1 Inverter Issue – If more than 15% of the gross nameplate kW/DC for a given Site is experiencing Inverter Downtime for more than 8 consecutive 15-minute periods. Contractor shall dispatch a technician and initiate repairs in the least amount of time possible, but in no circumstances longer than six (6) hours from Contractor's discovery. If the initial notification occurs within six (6) hours of sunset, Contractor will dispatch a technician and initiate any needed repairs by 10:00 A.M. the following day.
- 2.3.2 Tier 2 Inverter Issue – If one (1) Inverter Core or between 5% to 15% of the gross nameplate kW/DC for a given Site is experiencing Inverter Downtime for more than 8 consecutive 15-minute periods, Contractor will coordinate with the Designated Agent to determine whether a technician will be dispatched. If the Designated Agent elects to dispatch a technician, a technician shall be dispatched and any needed repairs shall be initiated by Contractor in the least amount of time possible, but in no circumstances later than the close of next Business Day.
- 2.3.3 Tier 3 Inverter Issue – If any Inverter Core is determined by Contractor or the Designated Agent to be generating 20% less power than other similar Inverter Cores on that Site or than at other Sites with similar Inverter Cores under similar weather conditions for more than 8 consecutive 15-minute periods, Contractor will coordinate with the Designated Agent to determine whether a technician will be dispatched. If the Designated Agent elects to dispatch a technician, a technician shall be dispatched and any needed repairs shall be initiated by Contractor in the least amount of time possible, but in no circumstances later than within two (2) Business Days.

2.4 Data Acquisition System (DAS) Issues

The following DAS issues are emergency conditions under paragraph 1.7.

- 2.4.1 Energy Production Data Loss Issue – When Contractor is notified of a System malfunction that causes the DAS not to report energy production for more than 16 consecutive 15-minute periods of daylight and Contractor or the Designated Agent have reason to believe that the malfunction is jeopardizing the collection and storage of energy production data, Contractor shall dispatch a technician and initiate repairs in the least amount of time possible, but in no circumstances longer

than six (6) hours from Contractor's notification. If the initial notification occurs within six (6) hours of sunset, Contractor will dispatch a technician and initiate any needed repairs by 10:00 A.M. the following day.

- 2.4.2 Other DAS Issues – When Contractor is notified of any other DAS System malfunction that causes the DAS not to report in for more than 32 consecutive 15-minute periods of daylight, Contractor will coordinate with the Designated Agent to determine whether a technician will be dispatched. If the Designated Agent elects to dispatch a technician, a technician will be dispatched and any needed repairs shall be initiated by Contractor in the least amount of time possible, but in no circumstances later than within two (2) Business Days.

Section 3 Maintain Spare Parts and Spare Parts Inventory.

- 3.1.1 Contractor, at its own expense, shall supply all general electrical materials and other consumables (“**General Materials**”) as necessary and appropriate for the timely performance of the Services. In addition, Contractor shall provide one dedicated set of the spare parts set forth on Schedule 1.1 (b) (the “**Contractor Supplied Parts**”). All General Materials and Contractor Supplied Parts are and shall remain the sole property of the Contractor until such time as the same may be incorporated into any System.
- 3.1.2 Project Company shall provide a limited quantity of spare parts including modules, inverters (including inverter cores), monitoring and related equipment (the “**Project Company Supplied Parts**”), as defined in Schedule 1.1(a)
- 3.1.3 Contractor Supplied Parts together with the Project Company Supplied Parts shall be spare parts (“**Spare Parts**”). All General Materials and Spare Parts employed in any work performed by the Contractor in connection with providing the Services shall be new and of good and workmanlike quality and workmanship, equal to or better than the parts originally incorporated into each System and shall otherwise comply with this Agreement.
- 3.1.4 Contractor shall store, handle, and maintain the General Materials and Spare Parts at its sole cost, expense and risk at one or more secure locations acceptable to the Designated Agent. Contractor shall notify the Designated Agent of the Spare Parts storage location and the location where the Project Company Supplied Parts should be delivered. Upon request, Contractor shall provide the Designated Agent with a key to any third party storage location or storage area at the Sites.
- 3.1.5 When Contractor utilizes any of the Contractor Supplied Parts, Contractor shall promptly thereafter replace such Contractor Supplied Parts. If Contractor utilizes Project Company Supplied Parts, Contractor shall coordinate with the Designated Agent to replenish and receive such parts.

- 3.1.6** Upon termination of this Agreement, Contractor shall provide to the Designated Agent the Spare Parts Inventory. Contractor shall return to Project Company all Project Company Supplied Parts and agrees to sell to Project Company at cost any Contractor Supplied Parts requested by the Designated Agent.

Section 4 O&M Contractor Materials

- 4.1.1** Key Contact List. Contractor shall cooperate with the Designated Agent to assemble and when required, to update, the Key Contact List.
- 4.1.2** Inventory List. Contractor shall maintain and update the Inventory List, and provide update to the Designated Agent within five (5) Business Days of any revision of the Inventory List.
- 4.1.3** Spare Parts Inventory List. Contractor shall maintain and update the Spare Parts Inventory List as necessary and provide update to the Designated Agent within five (5) Business Days of any revision the Spare Parts Inventory List. The Spare Parts List shall be subject to change at any time based on actual site and equipment behaviors, and Contractor shall be responsible for identifying additional spare parts and updating the Spare Parts Inventory List to account for any parts which may optimize production and limit downtime.
- 4.1.4** Equipment Data Sheet and Manual List. Contractor shall maintain and update the Equipment Data Sheet and Manual List, and provide update to the Designated Agent within ten (10) Business Days of any revision of the Equipment Data Sheet and Manual List.
- 4.1.5** As-Built Drawings. Contractor will be provided with a final set of as-built drawings in CAD and PDF formats at the completion of construction. Contractor shall maintain and update or otherwise annotate on the as-built drawings any changes or modifications made to the Systems. Contractor shall provide the Designated Agent revised sheets within five (5) Business Days of the applicable System revision in both CAD and PDF format.
- 4.1.6** Module Mapping. Designated Agent shall provide Contractor with the Module Mapping. Contractor shall update as necessary and provide to the Designated Agent within ten (10) Business Days of any module changes the revised Module Mapping.

- 4.1.7 Monitoring-Inverter Equipment Key.** Contractor shall maintain, update as necessary and provide to the Designated Agent within ten (10) Business Days of any revision the Monitoring Equipment Key.
- 4.1.8 SIM Card List.** Contractor shall maintain and update as necessary the SIM Card List, and provide updates within five (5) Business Days of any required revision.
- 4.1.9 Incident Report Form.** Contractor shall provide, maintain and update the Incident Report Form.
- 4.1.10 Case Log.** Contractor shall maintain and update as required the Case Log.
- 4.1.11 Photographs and Video.** Contractor shall maintain all photographs and video taken of the Systems or the Sites using the file naming convention provided by the Designated Agent and shall provide such photographs and video pursuant to the site visit.

Section 5 Warranty Services

Perform Covered Warranty Services. If a System issue is caused in whole or in part by the Contractor's or its Subcontractor's performance of the Services, Contractor shall make the necessary repair(s), replacing equipment as required, at its own cost within the Maximum Response Times and shall be primarily responsible for pursuing any warranty claims for any Contractor supplied equipment or services. If the System issue is caused in whole or in part by the EPC Contractor's breach of the Defect Warranty or the Design Warranty as defined in the EPC Contract within the Warranty Period as defined in the EPC Contract, then Contractor, following a request from the EPC Contractor for the Project Company to perform the EPC Contractor's warranty obligations pursuant to Section 17.6.2 of the EPC Contract or upon the EPC Contractor's failure to perform the EPC Contractor's warranty obligations pursuant to Section 17.6.3 of the EPC Contract, and otherwise in accordance with the requirements of the EPC Contract and the Warranties as provided to the Contractor by the Designated Agent, shall, on an agreed upon time and materials basis make the repair(s), replacing equipment as required, within the Maximum Response Times and shall be primarily responsible for pursuing, on behalf of the Project Company, any warranty claims against the EPC Contractor. Neither the Project Company nor the Designated Agent shall incur any cost or other liability for the repair or any other director or indirect damages resulting from such issue. Any manufacturer warranties for equipment purchased by the EPC Contractor or Contractor shall inure to the benefit of Project Company and Contractor shall make all reasonable efforts to back charge its labor for related warranty repairs to such manufacturer.

Section 6 Participation in System Performance Quarterly Review. Contractor and the Designated Agent shall cooperate to optimize the performance of the Systems by conducting a quarterly review of the performance of the Systems. Contractor shall provide a summary

overview of the general condition of the Systems to both the Designated Agent and the Project Company, as well as insight in to the causes for shortfalls or surpluses when comparing predicted vs. actual production. Contractor shall suggest possible opportunities for performance improvement and provide the Designated Agent with appropriate data and technical advice to enable the Designated Agent to make informed decisions about the operations of the Systems and the type, extent or frequency of the Services on a go-forward basis. Contractor shall also review the maintenance activities completed for the prior three months and the maintenance activities planned for the upcoming three months.

Section 7 Perform Non-Covered Services. Contractor shall perform maintenance and repair services at the request of the Designated Agent for the purpose of maintaining or repairing the Systems in addition to or not otherwise included in the Services (the “**Non-Covered Services**”). Contractor shall proceed with maintenance or repair upon written authorization from the Designated Agent, shall complete maintenance according to a schedule approved by the Designated Agent and shall invoice these Non-Covered Services upon completion of the work unless otherwise authorized by the Designated Agent. Contractor shall provide to the Designated Agent all requested backup documentation, including photographs, and shall promptly and diligently assist and coordinate with the Designated Agent as requested in the prosecution of any warranty claim. Contractor shall perform any Non-Covered Services only to the extent Contractor is capable and licensed to provide such Non-Covered Services and in accordance with the provisions of this Agreement. All No-Covered Services shall be paid at the rates set forth on the Non-covered Services Fee Schedule (Exhibit B).

Attachment A
Emergency Response Plan

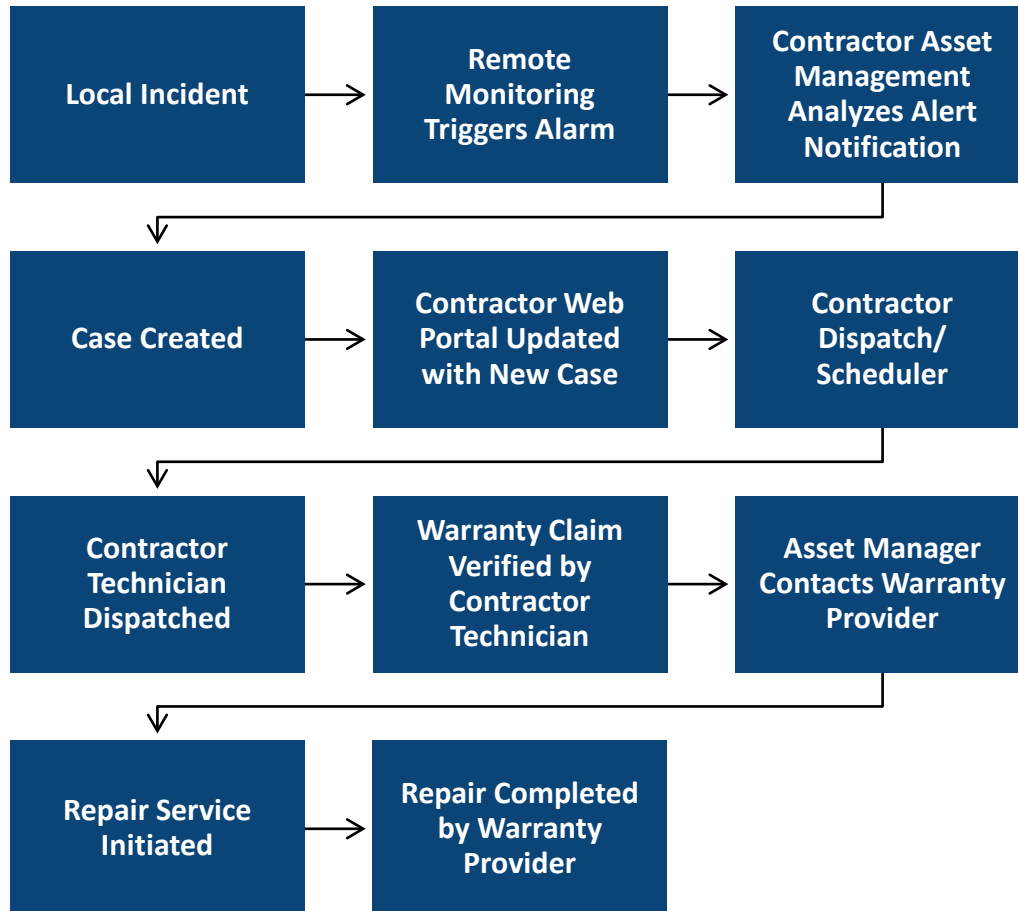


EXHIBIT B
NON-COVERED SERVICES FEE SCHEDULE

All Non-Covered Services shall be paid according to this Exhibit B (the “**Non-Covered Services Fee Schedule**”),

- **Materials and other expenses will be billed at direct cost plus fifteen percent (15%) True South Hourly Rate Schedule (TSR determines class of technician on all service calls)**

Apprentice Technician - \$65.00hr.

Module replacement
Site clean-up
Source circuit wire management
DAS reset
Visual Inspection

Service Technician - \$90.00hr.

Combiner Service Work
Equipment replacement
DAS equipment replacement
Electrical testing
Minor troubleshooting

Lead Technician - \$120.00hr.

DAS Troubleshooting
Ground Faults
Inverter troubleshooting
Inverter equipment replacement
Electrical testing and troubleshooting

EXHIBIT C

AVAILABILITY AND PERFORMANCE GUARANTEE

Contractor shall maintain Systems in accordance with the Performance Guarantee and the Availability Guarantee as defined and described in this Exhibit C (collectively, the “Availability and Performance Guarantee”).

A. **Performance Guarantee.** Contractor shall maintain performance of the Systems such that Systems meet or exceed 100% of the **Modeled Energy Production_{IE}**.

Modeled Energy Production_{IE} means, for any applicable period, the projected energy production of each System as calculated using the **PVSYST_{IE}** simulation model, and incorporating as-built system specifications, the **Actual Meteorological Conditions** (as defined below) for the specified period, the system degradation factor of 0.75%, and any adjustments due to Force Majeure Events or outages created or required by the utility company or the Host for the given period.

PVSYST_{IE} is defined to be the PVSYST simulation model (or other comparable software used to calculate solar energy production as determined by the Designated Agent) used in the calculation of Modeled Energy Production_{IE} which is based upon various assumptions made by the Independent Engineer as provided to the Contractor and described in Schedule 1 attached to this Exhibit C.

Contractor shall calculate the **Performance Difference_{IE}** after the end of each Contract Month and provide the results of the Performance Difference_{IE} to the Designated Agent within ten (10) business days after the end of each Contract Month.

Performance Difference_{IE} means the difference between **Actual Energy Production** and the Modeled Energy Production_{IE}, as expressed in the following equation:

$$\text{Performance Difference}_{IE} = \text{Actual Energy Production} - \text{Modeled Energy Production}_{IE}$$

Actual Energy Production means, for any applicable period of time, the quantity of kilowatt hours (kWh) of electricity produced as measured by the Revenue Grade Meter and reported by the Data Acquisition System (DAS). If the DAS fails, the energy output for time period affected by such failure will be determined according to Article VII, Section 7.2, of the PPA.

Revenue Grade Meter means the CSI approved energy meter installed for each system to record the energy produced by that system during the system operation.

Actual Meteorological Conditions means, for any applicable period of time, the measurements and data collection made by the DAS on a 15-minute average basis of (1) solar insolation measured in global horizontal irradiation (GHI) in W/m²; (2) ambient air temperature (in °C); and (3) wind speed (in m/s). The raw Actual Meteorological Conditions data shall be delivered

by the Designated Agent to the Contractor in the form of an electronic Comma-Separated Values (.csv) or Excel (.xls or .xlsx) file within five (5) business days of the end of each Contract Month. Contractor shall use PVSYST (or other comparable software used to calculate solar energy production as determined by the Designated Agent) to convert such raw Actual Meteorological Conditions to meteorological data files usable by PVSYST (or other comparable software used to calculate solar energy production as determined by the Designated Agent) in accordance with standards approved by the Designated Agent. The Actual Meteorological Conditions shall be used by Contractor to generate the Modeled Energy Production_{IE} (defined below) for each meter.

B. Performance Damages

Performance Damages means the liquidated damages due to the Project Company when the **Annual Performance Difference_{IE}** is less than zero (0) kWh.

Annual Performance Difference_{IE} means the sum of the monthly Performance Difference_{IE} values in each Contract Year.

When the Annual Performance Difference_{IE} is less than zero (0) kWh, the Performance Damages shall be equal to the product of the absolute value of the Annual Performance Difference_{IE} and the applicable **PPA Energy Rate**, plus the product of the absolute value of the Annual Performance Difference_{IE} and the applicable **California Solar Initiative (CSI) Incentive Rate** for such period listed in Schedules 2 and 3 to this Exhibit C, as expressed in the following equation:

$$\text{Performance Damages} = \text{Annual Performance Difference}_{IE} \times \text{PPA Energy Rate} + \text{Annual Performance Difference}_{IE} \times \text{California Solar Initiative (CSI) Incentive Rate}$$

The Performance Damages shall be paid to the Project Company within thirty (30) days of the Designated Agent's receipt and written approval of the Annual Performance Report (defined below).

C. Performance Bonus

Contractor shall be paid a **Performance Bonus** if Actual Energy Production meets or exceeds one hundred five percent (105%) of Modeled Energy Production_{IE} for the Contract Year.

The Performance Bonus shall be calculated pursuant to the following equation:

$$\text{Performance Bonus} = 25\% \times \{[\text{Actual Energy Production} - (105\% \text{ of Modeled Energy Production}_{IE})] \times \text{PPA Energy Rate} + [\text{Actual Energy Production} - (105\% \text{ of Modeled Energy Production}_{IE})] \times \text{CSI Incentive Rate}\}$$

The Performance Bonus shall be paid to the Contractor within thirty (30) days of the Designated Agent's receipt and written approval of the Annual Performance Report.

D. Reporting Requirements

The Contractor shall provide the Designated Agent a written report within twenty (20) days of the receipt from the Designated Agent of the Actual Meteorological Conditions each Contract

Month of the following data for each meter (the “**Monthly Performance Report**”):

Modeled Energy Production_{IE}
Performance Difference_{IE}

Actual Energy Production

The Designated Agent shall have thirty (30) days to review and approve the Monthly Performance Report.

Within thirty (30) days of the end of each Contract Year, provided that the Designated Agent has provided the Actual Meteorological Conditions for all Contract Months of the Contract Year, Contractor shall provide Designated Agent with a written report of the following annual data for each meter (the “**Annual Performance Report**”):

Modeled Energy Production_{IE}
Performance Difference_{IE}
Actual Energy Production
Aggregate Availability

The Designated Agent shall have thirty (30) days to review and approve the Annual Performance Report.

E. **Availability Guarantee.** Contractor shall maintain an annual level of availability for the Systems (“**Aggregate Availability**”) after Contractor has completed 3rd party commissioning. Contractor shall calculate the Availability for the Systems for each Contract Year during the term of the Agreement on or before January 31st of each calendar year, except that where the first Contract Year is less than sixty (60) days no availability calculation shall be required. The Availability Guarantee will be met if the Aggregate Availability of all Systems is greater than 99% (the “**Availability Guarantee**”). Aggregate Availability shall be calculated as follows:

$$\text{Aggregate Availability} = 1 - \frac{1}{H_{pp} \times kW_{NP}} \times \left(\sum_{\text{Inverter Cores in the Systems}} H_{UN} \times kW_{DR} - \sum_{\text{Inverter Cores in the Systems}} H_{EC} \times kW_{DR} \right)$$

Where,

- (1) H_{pp} = Total Potential Production Hours. This is the sum of all hours in a Contract Year measured in average 0.25 hour (15 minute) increments, when the solar irradiance is greater than or equal to 80 W/m².

- (2) kW_{DR} = Connected Module Nameplate Power. The sum of the Module Nameplate Power of all modules connected to a specific Inverter Core.
- (3) kW_{NP} = Total Project Portfolio Power. The sum of the Module Nameplate Power of all modules for all Inverter Cores in the Systems.
- (4) H_{UN} = Total Unavailable Hours. This is the sum of all Inverter Downtime hours for a specific Inverter Core during a specific Contract Year.
- (5) H_{EC} = External Cause Hours. These are the hours when an Inverter Core in a System was curtailed from operating because of a Force Majeure event and/or grid instability/outages caused by the Project Company, Designated Agent, Host, EPC Provider, manufacturer or utility company.
- (6) Inverter Cores is defined to be all inverter cores within a central inverter or all string inverters.

F. Availability Damages

Availability Damages means the liquidated damages due to the Project Company for not meeting the Availability Guarantee in a specific Contract Year, as calculated pursuant to the following:

For each percentage of Availability less than 99%, the liquidated damages for that year shall be equal to the product of the percentage of lost availability for such Contract Year, applicable PPA Energy Rate for such Contract Year, and the **Modeled Energy Production_{IE}**.

The Availability Damages shall be paid to the Project Company within thirty (30) days of the Designated Agent's receipt and written approval of the Annual Performance Report.

G. Total Liquidated Damages. For the avoidance of doubt, and to the extent Performance Damages or Availability Damages are due to the Project Company, Contractor's liability for such liquidated damages shall be the greater of the Performance Damages and Availability Damages and not an aggregation of the two, as illustrated in the following hypothetical example:

Performance and Availability Guarantee Damages Examples							<u>Damages</u>
Year A	Modeled Energy Production _{IE} (kWh) B	Aggregate Energy Rates C	Performance Difference _{IE} D	Performance Damages E	Availability <99% x F	Availability Damages (99% - F) x B x C G	The Greater of E or G
Year 1	18,600,000	\$ 0.239	-125,000	\$ 29,875	98.50%	\$ 22,227	\$ 29,875
Year 1	18,600,000	\$ 0.239	-125,000	\$ 29,875	98.00%	\$ 44,454	\$ 44,454
Year 4	18,100,000	\$ 0.258	-150,000	\$ 38,700	97.75%	\$ 58,372	\$ 58,372
Year 4	18,100,000	\$ 0.258	-190,000	\$ 49,020	97.75%	\$ 58,372	\$ 58,372
Year 10	17,400,000	\$ 0.216	- 25,000	\$ 5,400	98.80%	\$ 7,517	\$ 7,517
Year 10	17,400,000	\$ 0.216	-25,000	\$ 5,400	98.60%	\$ 15,034	\$ 15,034

Schedule 1
Independent Engineer Assumptions
PVSYST_{IE}
[SEE FOLLOWING PAGE]

Independent Engineer (BEW)														
Weather Model		Thermal (Uc)	Thermal (Uv)	DC Wire Loss	MQF	Mismatch	AC Wire Loss	Soiling	Near Shading	Horizon Shading	Downtime	Degradation	DC to CEC-AC	Total Derate
Challenger	Perez	2.5	Car Port 1.5, Ground Mount 1.2	-0.9%	-0.4%	-0.4%	-0.1%	-1.9%	-2.1%	-0.4%	-1.0%	-0.7%	85.3%	77.38%
Vista San Gabriel	Perez	2.5	Car Port 1.5, Ground Mount 1.2	-0.1%	-0.4%	-0.3%	-0.5%	-2.0%	-0.7%	-0.2%	-1.0%	-0.7%	84.8%	78.94%

Schedule 2

PPA ENERGY RATES

[SEE FOLLOWING PAGE]

Project	Wilsona School District	
	PPA Rate	
Year 1	\$	0.1433
Year 2	\$	0.1519
Year 3	\$	0.1610
Year 4	\$	0.1707
Year 5	\$	0.1809
Year 6	\$	0.1881
Year 7	\$	0.1957
Year 8	\$	0.2035
Year 9	\$	0.2116
Year 10	\$	0.2201
Year 11	\$	0.2289
Year 12	\$	0.2381
Year 13	\$	0.2476
Year 14	\$	0.2575
Year 15	\$	0.2678
Year 16	\$	0.2785
Year 17	\$	0.2896
Year 18	\$	0.3012
Year 19	\$	0.3133
Year 20	\$	0.3258

Schedule 3

California Solar Initiative (CSI) Incentive Rate

[SEE FOLLOWING PAGE]

Project	Wilsona School District
	CSI Rate
Year 1	\$0.050
Year 2	\$0.050
Year 3	\$0.050
Year 4	\$0.050
Year 5	\$0.050

EXHIBIT D **INSURANCE**

Contractor shall obtain, prior to commencement of Services pursuant to this Agreement, and maintain for the period of time required by this Agreement, the following required insurance coverages, as specified in more detail below:

- a. Commercial General Liability Insurance
- b. Automobile Liability Insurance
- c. Workers' Compensation Insurance
- d. Employers Liability Insurance
- e. Umbrella Liability Insurance

Policies shall be placed with a company or companies qualified to do business in the State of California and acceptable to the Designated Agent and Project Company.

Any deductible or self-insured retention must be declared in writing to the Designated Agent. In the event that the insurer does not eliminate such deductible(s) or self-insured retentions, then Contractor assumes sole responsibility for all deductible(s) or self-insured retentions, as well as any excluded losses.

Insurance Certificates, and all required Endorsements ("blanket" endorsements acceptable) shall be provided to the Designated Agent, the Project Company, and upon request, to the Host.

All policies except the Workers' Compensation Insurance shall be endorsed to include Project Company, the Designated Agent and their respective officers, directors, board members, and employees, and/or Host, and its officers, directors, board members, and employees, and where required for financing of the Systems, the financing or any Financing Parties, each as an additional insured. When required as a condition of project financing, the lender, lessor or other Financing Party shall be included as an additional insured. Policies shall also be endorsed to include all additional insureds required by the PPA or Site Agreements. The additional insured status noted herein shall extend to both ongoing and completed operations. The endorsements required herein can be provided by "blanket" endorsement, or by providing proof that policy wordings provide the additional insured status.

All policies shall be endorsed to provide for a waiver of subrogation as to Project Company, the Designated Agent and their respective officers, directors, board members, and employees, and/or Host, and its officers, directors, board members, and employees, and where required for financing of the Systems, the financing or any Financing Parties. The endorsement can be provided by "blanket" endorsement, or by providing evidence that the policy language provides the required waiver. When required as a condition of project financing, waiver of subrogation as to the lender, lessor or other Financing Party shall be provided. Policies shall also provide a waiver of subrogation of any parties as required by the PPA or Site Agreements.

All policies shall provide that, with respect to the interest of the additional insured, the insurance shall not be canceled or non-renewed except after thirty (30) days prior written notice has been provided to the Designated Agent.

Contractor hereby covenants and agrees to:

a. Obtain and maintain a commercial general liability insurance policy covering personal injury, bodily injury (including death), property damage, including property of others in Contractor's care, custody, or control, and providing contractual liability, independent contractors, sudden and accidental pollution, products and completed operations, premises/operations, and no exclusions for X.C. & U., lifting, rigging or boom overload coverages within Contractor's normal limits of liability, but in an amount of not less than one million dollars (\$1,000,000) per occurrence, and a two million dollar (\$2,000,000) general aggregate, with coverages at least as broad as the most recent Insurance Services Office ("ISO") coverages, and naming additional insureds as set forth above.

The general liability insurance shall provide that the Contractor's general liability policy shall be primary. Any other insurance maintained by Project Company or other named additional insureds shall be excess of Contractor's general liability insurance and shall not contribute with it.

The general liability insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the insurer's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

b. Obtain and maintain an automobile liability insurance policy in an amount of not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage, including all owned, hired and non-owned autos, naming additional insureds as set forth above.

c. Provide worker's compensation insurance for Contractor's employees on a Statutory basis in the state where the work or services are being performed, and employer's liability of not less than one million dollars \$1,000,000 per accident/per employee, in compliance with all Applicable Laws in effect at the time Services are rendered.

e. Where commercially available, Contractor shall also obtain and maintain cyber insurance, with coverage limits of not less than one million dollars (\$1,000,000) to respond to those liabilities caused by Contractor's errors, omissions or negligent acts related to the professional Services being provided pursuant to this Agreement.

e. Before any services are rendered hereunder, Contractor shall provide Project Company with a certificate insurance outlining the terms, coverages and limits outlined herein.

f. If Contractor procures equipment pursuant to this Agreement, then Contractor shall obtain and provide inland marine insurance coverage written on a special form or all-risk form for the full replacement cost of the equipment with no co-insurance and stated agreed value sufficient to cover the full replacement cost of the shipped equipment.

g. If Contractor transports or subcontracts for the transport of equipment pursuant to this Agreement, the Contractor shall obtain and provide motor truck cargo liability insurance with not less than an amount sufficient to cover the full replacement cost of the transported equipment.

Contractor shall require that all Subcontractors providing Services comply with all of the insurance requirements set forth above to the extent applicable to the Services being provided by that Subcontractor, prior to commencing such services, unless waiver of such insurance is provided in writing by Project Company. Notwithstanding the foregoing, Contractor can accept lower excess liability limits from its subcontractors, as long as the subcontractor maintains a minimum of \$2,000,000 per occurrence of commercial general liability and/or in combination with an excess liability insurance policy.

Contractor shall procure and maintain an umbrella liability insurance policy on an occurrence basis in excess of the policy limits in the coverages listed above (on a following form basis), in the amount of at least Ten Million Dollars (\$10,000,000.00)

EXHIBIT F
Project Portfolio (and List of Premises)

[SEE FOLLOWING PAGE]

Project	Site Name (Nickname)	Location of Facility	County	APN(s)
WSD	Challenger Middle School	41625 170th Street E., Lancaster, CA	LA	3363-010-905
WSD	Vista San Gabriel Elementary School	Physical: 18020 East Avenue O Palmdale, CA 93591	LA	3076-024-901
		Meter: 180th St/E Ave O		

EXHIBIT G
Approved Subcontractors

NONE.

EXHIBIT H

Lessor Performance Standards

(a) The Contractor shall operate, maintain, manage, monitor, service and repair each System and the Project in good operating order, repair and condition (i) in accordance and consistent with (A) all warranties (including manufacturer's warranties) and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the applicable manufacturers, (B) the requirements of all applicable insurance policies, (C) preserving all rights to any warranties, indemnities or other rights or remedies, (D) all Applicable Laws, (E) each document listed in Section 2.1(b) through (f) of the Agreement, (F) Prudent Solar Industry Practice, and (ii) without limiting the foregoing, so as to cause each System and the Project to be in at least the same condition as when delivered to the Project Company by the Lessor under the Lease on the Effective Date, except for ordinary wear and tear.

(b) The Contractor shall replace parts of each System which become worn out, lost, destroyed, damaged or otherwise unfit for use, with new replacement parts, in each case such replacement parts to be of good and workmanlike quality and workmanship, equal to or better than the parts originally incorporated into such System. Such replacement parts shall be free and clear of all Liens and have a value, utility and remaining useful life at least equal to the parts replaced (assuming that they were in the condition required under the Agreement and this Exhibit H) and shall not result in a limitation of any warranties. Unless replaced in accordance with this paragraph (b) of this Exhibit H, the Contractor shall not (other than temporary removal in connection with maintenance of the Systems or unless being replaced in accordance with this Exhibit H) remove any parts originally or from time to time attached to any System, if: such parts are essential to the operation of any System or the Project, or would cause any System or the Project to constitute "limited use property" for federal income tax purposes, or are required by any other provision of the Lease, or cannot be detached from the applicable System without interfering with the operation of such System or the Project, or impairing the current or estimated residual value, function or remaining economic useful life of any System or the Project.

(c) The Contractor shall not permit to be affixed or installed any accessory, equipment or device on any System (each such accessory, device or equipment, an "Addition"), if such Addition will diminish by more than a de minimis amount the current or estimated residual value, function, operation or remaining economic useful life of any System or the Project or would decrease the Expected Performance Output or would cause any System or the Project to constitute "limited use property" for federal income tax purposes. All Additions which are not readily removable shall be made only in compliance with Applicable Law and this Exhibit H, shall be free and clear of all Liens. No Addition shall become the property of the Contractor.

The Contractor shall repair or cause to be repaired all damage to any System and the Project resulting from the installation or removal of any Addition so as to restore each System and the Project to its condition prior to installation, ordinary wear and tear excepted. The Contractor shall not permit to be affixed or installed any Equipment to or in any other personal or real property such that it would become a real property fixture, or would cause any System to become a real property fixture, for purposes of the UCC or deemed to become an accession to or a part of such other property.

(d) Any alteration or modification (each, an “Alteration”) with respect to any System that may be required to comply with any Applicable Law shall be made to each such applicable System. Any repair made or caused to be made by the Contractor of or upon the Equipment, or any Alteration required by Applicable Law or this Exhibit H, shall be deemed an accession to the System. Unless required by Applicable Law, no Alteration shall (i) diminish, by more than a de minimis amount, the current or estimated residual value, function or remaining economic useful life below those immediately prior to such Alteration (assuming each System and the Project was then in the condition required to be maintained by the terms of the Lease), (ii) cause any System to constitute “limited use property” for federal income tax purposes or (iii) would decrease the Expected Performance Output.

The following terms in this Exhibit H shall have the following meanings as used in this Exhibit H:

“Applicable Laws” shall mean all applicable laws, including all Environmental Laws, and treaties, judgments, decrees, injunctions, writs and orders of any arbitration board or Governmental Authority and rules, regulations, orders, ordinances, code interpretations, directives, guidelines, policies or similar form of decisions of any Governmental Authority and Governmental Approvals of any Governmental Authority.

“Equipment” shall mean, with respect to a System, (i) the photovoltaic (PV) modules and the inverters and other equipment listed and/or described in Annex A to the Schedule describing such System on Annex A thereto, (ii) Parts or components thereof, (iii) ancillary equipment or devices furnished therewith under the Lease applicable to such Project, (iv) all manuals and records (other than rental records) with respect to such Project, (v) all substitutions and replacements of any and all thereof, including, but not limited to, any replacement equipment which may from time to time be substituted for the Equipment leased hereunder; and (vi) all Additions and Alterations (other than Severable Improvements), together in each case with any and all Parts permanently incorporated or installed in or attached thereto or any and all Parts temporarily removed therefrom.

“Expected Performance Output” shall mean, with respect to any Project, Expected Performance Output (as defined in the PPA applicable to such Project).

“Governmental Approvals” shall mean all material, discretionary authorizations, consents, approvals, waivers, exceptions, variances, franchises, permissions, filings, permits, orders, licenses, registrations, judgments, written interpretations, decrees, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable Environmental Law, that are required for the ownership, construction, use, leasing, operation and maintenance of the Projects and sale and delivery of energy therefrom.

“Governmental Authority” shall mean and include any nation or government, any state or political subdivision thereof (whether federal, state or local), any court and any administrative agency or other regulatory body, instrumentality, authority or other entity or official thereof exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Parts” shall, with respect to any System, mean all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (including software and licenses to access and use such software) which may now or from time to time be incorporated or installed in or attached to, or were provided by the manufacturer with, such System, including after temporary removal from such System.

“Project” shall mean all of the Systems, including the Equipment comprising such Systems.

“Project Site” shall mean the location of a System.

“Prudent Solar Industry Practice” shall mean the practices, methods, and acts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the renewable energy electric generation industry, the Western Electricity Coordinating Council (WECC) and/or the North American Energy Reliability Council (NERC)) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy, and expedition. With respect to a Project, Prudent Solar Industry Practice includes, but is not limited to, taking reasonable steps to ensure that: (A) equipment, materials, resources, and supplies, including spare parts inventories, are available to meet such Project’s needs; (B) sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate such Project properly and efficiently, and are capable of

responding to reasonably foreseeable emergency conditions whether caused by events at the Project Site or elsewhere; (C) preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment at the Project Site or elsewhere; (D) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (E) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the interconnected system or contrary to Environmental Laws or Governmental Approvals thereunder, or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAr) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; (F) equipment and components meet or exceed the standard durability that is generally used for electric generation operations in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected occur at the Project Site and under both normal and emergency conditions; and (F) equipment, components, and processes are appropriately permitted with any local, state, or federal Governmental Authority and are operated and maintained in accordance with applicable permit and regulatory requirements.

“Severable Improvements” shall mean all Additions and Alterations (other than any such Addition or Alteration that is required to comply with the terms of the Agreement or any document listed in Section 2.1(b) through (f) of the Agreement, any Applicable Law or is a replacement part under this Exhibit H) which are readily removable without impairing the current or residual value, function, utility or remaining useful life of any System or the Project.

“Uniform Commercial Code” or “UCC” shall mean the Uniform Commercial Code as in effect in the applicable jurisdiction.

Schedule 1.1(a)
Project Company-Provided Spare Parts List

[SEE FOLLOWING PAGE]

"Project Company Supplied Parts"

MODULES

<i>Description</i>	<i>Quantity</i>
Trina 240W TSM-PA05	250

STRING INVERTERS

<i>Description</i>	<i>Quantity</i>
PVI-6000-OUTD-US / 277	5 Units (equivalent to 2%)
Rs485 - USB Adapter	6
Fuse, MCB (Miniature Circuit Breaker), RCD (Residual Current Device)	12 of each type of circuit protection device
Surge Protection Capacitor (Metal Oxide Varistor)	1 of each
3V Battery	24 of each

CENTRAL INVERTERS

<i>Description</i>	<i>Quantity</i>
50kW module (replacement for PVI-CENTRAL-250 & 300-US-480)	3
Fuse, MCB (Miniature Circuit Breaker), RCD (Residual Current Device)	12 of each type of circuit protection device

Schedule 1.1(b)
Contractor-Provided Spare Parts List

[SEE FOLLOWING PAGE]

Parts	Qty	Part
10 amp fuses	15	Ferraz Shawmut - ATM 10 (or equivalent)
9 amp fuses	15	Ferraz Shawmut - ATM 9 (or equivalent)
15 amp fuses	15	Ferraz Shawmut - ATM 15 (or equivalent)
2 amp fuses	4	Ferraz Shawmut - ATM 2(or equivalent)
4 amp GFDI fuse	4	Ground Fault Fuse (Schneider / P-1 / Satcon)
5 amp GFDI fuse	2	Ground Fault Fuse (Satcon)
3 amp GFDI fuse	2	Ground Fault Fuse (Satcon / AE / PV powered)
24vdc power supply	1	SITOP 24 V/5 A
ICP Module	1	M-7017C
ICP Module	1	M-7017
ICP repeater	1	Signal repeater (communications)
Datalogger / gateway	1	Data logger
Wireless modem	1	digi wireless modem
MC connectors	10	MC-3 male/female connectors
MC connectors	10	MC-4 male/female connectors
PV wire	25'	USE-2 conductor (or equivalent)