

**INDEMNIFICATION AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF FRESNO AND**  
**DIVIDEND FINANCE, LLC**

This Indemnification Agreement (the "Agreement") is entered into by and between the County of Fresno, a political subdivision of the State of California, duly organized and existing under the laws of the State of California (the "Public Entity") and Dividend Finance, LLC, a Delaware limited liability company, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

**RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

**WHEREAS**, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid voluntary contractual assessments; and

**WHEREAS**, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

**WHEREAS**, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the the Figtree PACE Program to be provided in the unincorporated territory within the boundaries of the Public Entity; and

**WHEREAS**, the Public Entity will not be responsible for the conduct of any assessment proceedings; the levy of assessments; the collection of any voluntary contractual assessments, except according to the terms of a reimbursement agreement between CEDA and the Public Entity; any required remedial action in the case of delinquencies in assessment payments; the formation, operation and administration of the Figtree PACE Program; or the approval, issuance, sale, administration, repayment or guarantee of, or investigations, representations, or disclosures in connection with, any bonds or other forms of indebtedness in connection with the Figtree PACE Program; and

**WHEREAS**, the Administrator is the administrator of the Figtree PACE Program and

agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

**NOW, THEREFORE**, in consideration of the above premises and of the Public Entity's agreement to allow the Figtree PACE Program to be offered within the unincorporated territory of the Public Entity's boundaries, the parties agree as follows:

1. **Indemnification.** Dividend has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Dividend, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Dividend agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance claims of any type as a result of the acts or omissions of Dividend, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Dividend Finance, LLC  
9330 Scranton Road, Suite 600  
San Diego, California 92121  
Attn: Senior Vice President, PACE

If to the Public Entity:

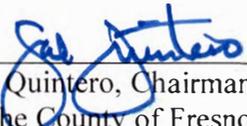
County of Fresno  
County Administrative Office  
2281 Tulare Street, Room 304  
Fresno, California 93721

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.  
APPROVED AS TO FORM:

By:

  
\_\_\_\_\_  
Sal Quintero, Chairman of the Board of Supervisors  
of the County of Fresno

Attest:

Bernice E. Seidel  
Clerk to the Board of Supervisors  
County of Fresno, State of California

Date: 3-6-18

By: Susan Bishop  
Deputy

Dividend Finance, LLC, a Delaware limited liability  
company

By:   
\_\_\_\_\_  
Name: Peter S. Grabell  
Title: Senior Vice President

Date: March 27, 2018