

ENERGY SERVICES AGREEMENT – SOLAR**FRESNO COUNTY – JUVENILE JUSTICE CAMPUS**

This Energy Services Agreement (“Agreement”) is made and entered into as of this 4th day of February, 2020 (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between *FFP BTM SOLAR, LLC*, a Delaware limited liability company (“ForeFront Power” or “Provider”), and the *County of Fresno, a political subdivision of the State of California* (“Purchaser”); and, together with ForeFront Power, each, a “Party” and together, the “Parties”.

RECITALS

- A. Purchaser desires that ForeFront Power install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;
- B. ForeFront Power and Purchaser acknowledge those certain General Terms and Conditions of Energy Services Agreement between FFP BTM Solar, LLC and Purchaser dated as of February 4th, 2020 (“General Conditions”), which are incorporated by reference as set forth herein; and
- C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Conditions.

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

- 1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
- 2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for one (1) additional five (5) year term (a “Renewal Term”). At least one hundred and eighty (180) days, but no more than three hundred and sixty-five (365) days, prior to the expiration of the Initial Term, ForeFront Power shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days from receipt of that notice to agree in writing to continuation of the Agreement for the Renewal Term. Absent Purchaser’s written agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term”.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements
Schedule 7	Specific Items for Scope of Work
Schedule 8	System Layout

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. This information includes how much the System is producing, how much energy the County is consuming, and overall System performance. Such information, which shall be de-identified, may be stored and processed in the United States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.
5. Milestone Dates.
 - 5.1 The Construction Start Date shall be two hundred and seventy (270) days from the Effective Date, assuming a CEQA Notice of Exemption is obtained.
 - 5.2 The Guaranteed Commercial Operation Date shall be two hundred and forty (240) days from Construction Start Date.
6. Purchase Requirement; Energy Services Payment. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by ForeFront Power to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits (i.e. fixed rate regardless of time of use and access to monitoring services). Purchaser is entitled to exclusive ownership of any and all Environmental Attributes arising from or associated with all of the Energy Services, and has the exclusive right to sell those Environmental Attributes as Purchaser sees fit, without notice to ForeFront Power or any Financing Party, and without any obligation to compensate ForeFront Power or any Financing Party.
7. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within sixty (60) days of each annual anniversary of the Commercial Operation Date, ForeFront Power shall provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (as defined below), although ForeFront Power shall provide to Purchaser access to real-time monitoring of the System Output throughout the duration of this Agreement.
8. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) \times \text{RV}$$

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

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

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year, plus the estimated lost energy production during a Disruption Period, using actual production for a similar time period as a basis for the estimate.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

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

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

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

By way of example only, the Lost Savings would be as follows with the following assumptions:

Lost Savings [Year 5] = $(376,724 \text{ [MGO} \times \text{WPR} - \text{AE}]) \times 0.0215 \text{ [RV]} = \mathbf{\$8,100}$

MGO = 6,710,943 kWh [Year 5 Estimated Production x 95%]

WPR = 0.98 [Assumes insolation slightly less than pro-forma]

AE = 6,200,000 kWh [Assumes actual delivery of 6,200,000 kWh and no Disruption Period]

RV = \$0.0215 [Year 5 ATP – Year 5 kWh Rate]

ATP = \$0.09 [Assumes all-in tariff rate in Year 5]

kWh Rate = \$0.0685 [Year 5 kWh Rate set forth in Schedule 2]

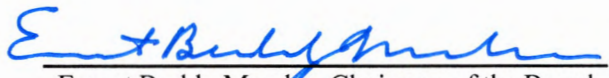
9. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each (“Allowed Disruption Time”) during which the System shall be rendered non-operational. Purchaser shall notify ForeFront Power in writing at least ten (10) days in advance of any days it plans to use for Allowed Disruption Time. Purchaser shall not be obligated to make payments to Forefront Power for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Forefront Power for any other lost revenue during the Allowed Disruption Time, and Forefront Power shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.
10. Sunlight Easements. Purchaser shall take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System including but not limited to preventing buildings, structures or flora over 6’ from being within proximity of the System fence line at a distance of two times the height of any such structure from the south and four times the distance of any structure to the east and west.
11. Use of System. Purchaser shall not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

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

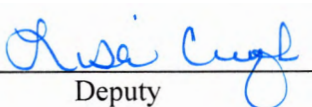
FFP BTM SOLAR, LLC

COUNTY OF FRESNO

By: _____
Name: Paul Walker
Title: Vice President
Date: January 15, 2020


Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

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

By  _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1045
Subclass: 10000
ORG: 8935
Account: 7431

SCHEDULES

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

<u>A. Premises</u>	The Premises is within the area delineated in Schedule 8, below, for the System, also identified herein as the Solar System.
Site diagram attached:	X Yes <input type="checkbox"/> No
<u>B. Description of Solar System</u>	Behind the meter, net energy metering, ground mounted solar structures as further detailed in Schedule 7
Solar System Size:	3,585 kW (DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.)

II. Schedule 2 – Energy Services Payment

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

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

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

Table 1:

Term Year	kWh Rate (\$/kWh)	Term Year	\$/kWh Rate (\$/kWh)
1	\$0.0710	11	\$0.0710
2	\$0.0710	12	\$0.0710
3	\$0.0710	13	\$0.0710
4	\$0.0710	14	\$0.0710
5	\$0.0710	15	\$0.0710
6	\$0.0710	16	\$0.0710
7	\$0.0710	17	\$0.0710
8	\$0.0710	18	\$0.0710
9	\$0.0710	19	\$0.0710
10	\$0.0710	20	\$0.0710

If distribution upgrades are required by the Local Electric Utility, as identified in Attachment 6 of the Rule 21 Generator Interconnection Agreement for Interconnection Agreement for Net Energy Metering (NEM-2) Generating Facilities Greater than 1,000 KW Between Pacific Gas and Electric Company and County of Fresno for Project: County of Fresno (Juvenile Justice Campus) Fresno, CA 93725, PG&E Log I.D.: 30S440989, dated June 25, 2018 (“Interconnection Agreement”), within thirty (30) days of receipt of notice

from the Local Electric Utility of the distribution upgrade costs, Purchaser shall provide written notice to Forefront Power of Purchaser's election of one of the following options:

1. For every \$0.01 per watt DC of such distribution upgrade costs, the kWh rate in Table 1 in Schedule 2 above will increase \$.00072 per kWh, with a maximum kWh rate increase of \$0.025 per kWh.
2. Purchaser shall pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in Table 1 will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.

III. Schedule 3 – Early Termination Fee

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

Early Termination Occurs in Year:	Column 1a Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)***	Column 1b Expected Termination Fee based on System Size** / ***
1*	\$2.82	\$10,123,489
2	\$2.36	\$8,444,860
3	\$2.22	\$7,968,972
4	\$2.09	\$7,492,102
5	\$1.96	\$7,015,291
6	\$1.82	\$6,536,357
7	\$1.80	\$6,469,805
8	\$1.79	\$6,402,008
9	\$1.77	\$6,333,931
10	\$1.75	\$6,263,487
11	\$1.73	\$6,191,553
12	\$1.71	\$6,118,033
13	\$1.69	\$6,043,803
14	\$1.66	\$5,966,876
15	\$1.64	\$5,888,040
16	\$1.62	\$5,807,171
17	\$1.60	\$5,725,041
18	\$1.57	\$5,639,766
19	\$1.55	\$5,552,031
20	\$1.52	\$5,461,672

Purchase Date Occurs on the 91st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2a Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal) ***	Column 2b Expected Termination Fee based on System Size** / ***
	--	
	--	
	--	
	--	
	--	

5 th Anniversary	\$1.32	\$4,743,517
6 th Anniversary	\$1.30	\$4,676,965
7 th Anniversary	\$1.29	\$4,609,168
8 th Anniversary	\$1.27	\$4,541,091
9 th Anniversary	\$1.25	\$4,470,647
10 th Anniversary	\$1.23	\$4,398,713
11 th Anniversary	\$1.21	\$4,325,193
12 th Anniversary	\$1.19	\$4,250,963
13 th Anniversary	\$1.16	\$4,174,036
14 th Anniversary	\$1.14	\$4,095,200
15 th Anniversary	\$1.12	\$4,014,331
16 th Anniversary	\$1.10	\$3,932,201
17 th Anniversary	\$1.07	\$3,846,926
18 th Anniversary	\$1.05	\$3,759,191
19 th Anniversary	\$1.02	\$3,668,832

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

**Based on System Size as of the Effective Date. System Size (and therefore Columns 1b and 2b will change upon System Size change).

*** The Early Termination Fee for Column 1 shall be calculated in accordance with and subject to Sections 2.1(b), 11.2(b), and 11.3 of the General Conditions, as applicable. The Early Termination Fee for Column 2 shall be calculated in accordance with and subject to Section 2.2 of the General Conditions.

IV. Schedule 4 – Estimated Annual Production

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

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1	7,207,217	11	6,854,857
2	7,171,181	12	6,820,583
3	7,135,325	13	6,786,480
4	7,099,648	14	6,752,548
5	7,064,150	15	6,718,785
6	7,028,829	16	6,685,191
7	6,993,685	17	6,651,765
8	6,958,717	18	6,618,506
9	6,923,923	19	6,585,414
10	6,889,304	20	6,552,486

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1. ForeFront Power shall deliver to Purchaser an updated table upon the Commercial Operation Date based on the actual System size, which, if the parties agree that the updated table is correct, shall be incorporated into and made part of this Agreement.

V. Schedule 5 – Notice Information

The persons and their addresses having authority to give and receive notices under this Agreement including the following:

Purchaser:

County of Fresno
Director of Internal Services/
Chief Information Officer
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93612

With a copy to

Facility Services Manager
4590 E. Kings Canyon Road
Fresno, CA 93702

ForeFront Power:

FFP BTM SOLAR, LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 1400
San Francisco, CA 94104

With a copy to

FFP BTM SOLAR, LLC
Legal Department
100 Montgomery St., Suite 1400
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:

[To be provided by ForeFront Power when known]

All notices between Purchaser and ForeFront Power provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by email transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Purchaser business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Purchaser business day after deposit with the overnight commercial courier service, delivery fees

prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by email transmission is effective when transmission to the recipient is completed, provided that the sender maintains a record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

VI. Schedule 6 – Site-Specific Information and Requirements

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

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

VII. Schedule 7 – Specific Items for Scope of Work

1. ForeFront Power Responsibilities:
 - 1.1. Interconnection:
 - 1.1.1. Provider intends to interconnect the System to Purchaser-owned 12 kV conductors at a mutually agreeable location.
 - 1.2. Permitting:
 - 1.2.1. All System structures shall be permitted through the authority having jurisdiction as ground mounted structures. ForeFront Power shall obtain permits on behalf of the project(s), including building department, structural, grading, and/or electrical permits as required.
 - 1.2.2. Provider and Purchaser are operating under the assumption that the premises will be eligible for a CEQA Notice of Exemption, and that a special use, conditional use, or zoning permit will not be required. Provider assumes that Purchaser, as lead agency, will issue a Notice of Exemption for CEQA. Upon request, Provider shall provide such limited support as necessary to Purchaser to obtain the NOE, including, if necessary, biological study and associated consultant statement and summary citing exemptions applicable. Provider shall not be responsible for costs or delays associated with any unforeseen required CEQA studies, special use, conditional use, or zoning permits, or mitigations that may result from a CEQA submittal and public comment.
 - 1.3. Ground Mount Solar Racking
 - 1.3.1. Ground mounting systems shall be designed and installed such that the PV modules may be fixed or tracking with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected project life, a minimum of 25 years.
 - 1.3.2. The racking structures, support attachments, module mounting brackets, fastening hardware, and supports (if applicable) shall have a 25-year design lifetime. Equipment shall have corrosion protection coatings deemed necessary as a result of geotechnical diligence.
 - 1.3.3. All foundations and supports must be designed using the calculated environmental loads and soil properties provided in the geotechnical report. Foundations and supports shall meet the recommendations found in the geotechnical report. Foundations and supports shall be designed for a minimum 25-year lifetime, including all environmental factors and corrosion. Foundations and supports should be designed to withstand the impacts and contact pressure from the installation method (such as a vibratory hammer). Any damage to corrosion protection coatings during installation should be repaired in a manner that does not invalidate the manufacturer's warranty. Foundations and supports, including any field-applied modifications (such as holes drilled), shall meet the requirements as specified by the Structural Engineer of Record.
 - 1.3.4. Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to install the system and such approval shall not be unreasonably withheld. Irrigation re-routing shall not be the responsibility of the Provider.
 - 1.3.5. Provider assumes that soil conditions are class 3 soils, and not such soils that are rocky, sandy, contaminated, ground water, caving, or otherwise have problematic construction limitations. If soil conditions prove to be other than class 3 soils, Provider shall not be responsible for such additional expenses as a result of additional subterranean geotechnical work including boring and trenching. Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for

Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.

1.3.6. Ground mount systems shall meet the following minimum requirements:

- 1.3.6.1. Each racking system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. Design life should be a minimum of 25 years.
 - 1.3.6.2. Modules shall be a minimum of height of 18 inches above grade at lowest edge of modules and maximum height of 10 feet above grade. Projects maximum height shall be determined in consultation with Purchaser.
 - 1.3.6.3. Each PV module mounting system must be certified by the module manufacturer as (1) an acceptable mounting system that shall not void the module warranty, and as (2) a conforming mounting system per the module manufacturer's mounting parameters.
 - 1.3.6.4. Fencing: the site shall be surrounded by a fence to prevent public access. The fence shall be minimum six (6) foot high chain link fence. The fencing will not include barbed wire, privacy slats and will have a single point of entry.
 - 1.3.6.5. At least one fire access gate with cut away or Knox Lock.
 - 1.3.6.6. Minimum of ten (10) feet of clearance from vegetation on fence perimeter.
 - 1.3.6.7. Access to water for maintenance (module cleaning) purposes, as determined adequate by Provider and approved by the Purchaser.
 - 1.3.6.8. Provider shall be responsible for building and maintaining a compacted dirt access road to the System, should an existing access road not be available .
 - 1.3.6.9. Provider to provide weed control for lifetime of system via mowing, and/or spraying for weed abatement. Provider reserves the right, but is not obligated, to install a low growth hydroseed as a potential weed abatement.
 - 1.3.6.10. Inclusion of safety equipment (electrical equipment, signage, etc.).
 - 1.3.6.11. All racking installed outdoors shall be hot dipped galvanized steel, stainless steel or anodized aluminum.
 - 1.3.6.12. All galvanized materials cut during construction shall be field coated with a long-lasting rust inhibiting coating, color matched and intended for coating galvanized metal.
 - 1.3.6.13. All galvanized materials shall be in compliance with ASTM 123 Standard Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
 - 1.3.6.14. All purlin framing members shall be G90, or higher, galvanized steel.
- 1.3.7. Provider shall direct, oversee and inspect all site work related to the ground mount structure installation. Site preparation shall be in accordance with final approved drawings and specifications provided by manufacturer and Engineer of Record.
- 1.3.8. Provider shall inspect site and notify Purchaser in writing of any condition(s) that may inhibit the proper and timely construction of the ground mount structures. Installer shall be under no obligation to proceed until conditions have been sufficiently corrected.

1.3.9. Provider shall erect racking with proper equipment and qualified installers.

1.3.10. Provider shall actively cooperate with other trades and provide incidental connections, etc. for securement of work of others to structural steel framing.

1.3.11. Installation of the structural system and all components shall be in strict accordance with manufacturer's recommendations.

1.3.12. Welding and welded joints shall be in accordance with AWS standards. Work shall be performed by operators who have been qualified by test in accordance with AWS D1.1, "Structural Welding Code – Steel", to perform type of work required for this project.

1.3.13. Provider shall provide all underground boring or trenching from the array footprint to the point of common coupling. The underground homerun may be direct burial cable.

2. Purchaser Responsibilities:

2.1. Purchaser shall be responsible for costs due to the Local Electric Utility totaling \$117,871.60 for upgrades as identified in the interconnection agreement with the Local Electric Utility. Any additional required upgrade costs to the pre-existing electrical system or Local Electric Utility beyond \$117,871.60 shall be handled according to the terms in Schedule 2.

2.2. Purchaser shall deliver to Provider all as-built drawings, if any, for any or all portions of Purchaser's facility that impacts the System or where Purchaser's facility will connect to the System and provide reasonable support in requests for drawings in order to enable Provider to fully develop the solar plan sets and designs, and Provider shall not disclose such as-built drawings to any third party, except for a Financing Party who assumes obligations under this Agreement, or contractors responsible for development of the System, provided that such Financing Party and/or contractors agree to such non-disclosure requirement.

2.3. Purchaser shall provide all available records, maps, and information on the existence of irrigation lines and underground utilities.

2.4. Purchaser shall be responsible for all costs associated with all efforts and expenses required to obtain CEQA approval beyond the securing of a CEQA Notice of Exemption. The Construction Start Date shall be extended on a day for day basis for delays associated with CEQA review.

2.5. Purchaser has the right to require the System to be located within a designated area, and to determine the location of lines and utilities to/from the System on the JJC site.

VIII. Schedule 8 – System Layout

The System shall be placed within the area of the Premises shown for such System below. The Purchaser and ForeFront Power will work cooperatively to designate the specific placement of the electrical lines, meters, and transformer, within the area of the Premises. For the avoidance of doubt, the Premises is limited to the area of green shading below.

