FIRST AMENDMENT TO CONTRACT FOR DESIGN AND CONSTRUCTION, OPERATIONS & MAINTENANCE AGREEMENT AND PERFORMANCE GUARANTEE

This First Amendment to Contract for Design and Construction, Operations & Maintenance Agreement and Performance Guarantee (this "Amendment") is entered into this 12th day of November, 2014 by and between SunPower Corporation, Systems ("SunPower") and San Leandro Unified School District ("Customer"). SunPower and Customer are sometimes referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, SunPower and Customer entered into that certain (a) Contract for Design and Construction (the "EPC"), dated as of December 17, 2013, (b) Operations & Maintenance Agreement (the "O&M"), dated as of December 20, 2013, and (c) Solar Systems Production Guarantee, dated as of December 20, 2013 ("PeGu" and together with the EPC and O&M, the "Agreements"); and

WHEREAS, SunPower and Customer desire to amend the Agreements in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreements and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the relevant Agreement.

2. EPC AMENDMENTS. The EPC is hereby amended as follows:

2.1 The first recital is hereby amended to delete "Bancroft Middle School, located at 1444 Williams Street, San Leandro, CA 94577" and replace it with "John Muir Middle School, located at 1444 Williams Street, San Leandro, CA 94577".

2.2 The first table set forth in Section 1 is hereby deleted in its entirety and replaced with the following:

SCOPE OF WORK	**COST**
Capital Charges: Solar PV Work at the School Sites, including twenty (20) year production guarantee (see separate agreement (**Exhibit "H**"))	**$5,511,583**
Service Charges (Amortized over 20 years): Twenty Year Operations and Maintenance – Per Separate Agreement **(Exhibit "B")**	**$453,933**
TOTAL FOR CAPITAL AND SERVICE CHARGES	**$5,965,516**

2.3 The third paragraph of Section 1 is hereby amended to delete "1,777,792 (kWh)" and replace it with "1,784,294 kilowatt-hours (kWh)".

2.4 The table set forth in Section 1 is hereby deleted in its entirety and replaced with the following:

School Site	Product Type	System Size at Each Site (kWdc)	Capacity % Split (if Multiple System Types)	Expected First Year Output (kWh)	EPC PRICE ($/Watt) – includes PeGu	O&M Fee Years 0-10	O&M Fee Years 11-20	O&M Fees All 20 Years
John Muir	Carport/RMR/Shade	391.5	54%/0%/46%	595,931	$5.11	$50,076	$64,102	$114,179

MS	Structure							
San Leandro HS	Carport/RMR/ Shade Structure	790.38	11%/47%/42%	1,188,363	$4.52	$149,010	$190,745	$339,754
	Totals:	1181.88	25%/32%/43%	1,784,294	$4.71	$199,086	$254,847	$453,933

2.5 The fourth paragraph of Section 1 is hereby amended to delete "T5 = SunPower Self-Ballasted Rooftop System" and replace it with "RMR = SunPower Rooftop-Mounted Racking System".

2.6 The table set forth in Section 13 is hereby deleted in its entirety and replaced with the following:

Project Development and Team Leader	Nathan Griset
Senior Project Manager and Team Leader for Project Execution	Pat Dalton
Project Development	Bill Kelly, P.E.
Project Management	Chris Gehring
Project Engineering	Ross Heiman
Development Engineering	William Yeager
Project Design	Nicholas Hudson
Electrical Engineering	Kamal Bagha
Civil, Structural, & Geotechnical Engineering	Peter Todd, P.E.
Construction Management	Andree Moshi
Safety	Bryan Baker
QA/QC	Ben Tuke
Procurement	Erin McGee
Performance Engineering	Ben Bourne
Architect of Record	Kwan Henmi Architecture & Planning
Structural Engineer of Record	Buehler & Buehler Structural Engineers, Inc.
Electrical Engineer of Record	O'Mahony & Myer
Reinforced Concrete Subcontractor	Bradley Concrete
Structural Steel Subcontractor	Concord Iron Works
Electrical Subcontractor	Cupertino Electric

2.7 Article 2.3 of Exhibit A is hereby amended to delete "1,777,506 kilowatt-hours (kWh)" and replace it with "1,784,294 kilowatt-hours (kWh)".

2.8 Exhibits A-1.1 and A-1.2 are hereby deleted in their entirety and replaced with Exhibits A-1.1 and A-1.2 attached hereto.

2.9 The Project Schedules set forth in Exhibit C are hereby deleted in their entirety and replaced with the following:

Project Schedule: John Muir Middle School (Carport and Shade Structures)

Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	06-09-14
Schematic design approved by District	06-15-14
DSA package submitted to DSA and District	06-30-14

DSA approval	06-30-14
Construction Begins	07-21-14
Construction Finish	12-16-14
Designer/Builder Requests Permission to Operate Letter From Utility	**12-31-14**
Permission to Operate Letter Issued by Utility (estimated)	01-09-15
O&M Services and Production Guarantee Start Date (estimated)	02-19-15

Project Schedule: San Leandro High School (Rooftop)

Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	07-15-14
Schematic design approved by District	07-23-14
DSA package submitted to DSA and District	07-31-14
DSA approval (estimated)	09-29-14
Construction Begins (estimated)	11-03-14
Construction Finish	12-19-14
Designer/Builder Requests Permission to Operate Letter From Utility	**12-22-14**
Permission to Operate Letter Issued by Utility (estimated)	12-31-14
O&M Services and Production Guarantee Start Date (estimated)	01-30-15

Project Schedule: San Leandro High School (Carport and Shade Structures)

Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	06-09-14
Schematic design approved by District	06-15-14
DSA package submitted to DSA and District	06-30-14
DSA approval	06-30-14
Construction Begins	07-21-14
Construction Finish	11-11-14
Designer/Builder Requests Permission to Operate Letter From Utility	**11-26-14**
Permission to Operate Letter Issued by Utility (estimated)	12-04-14
O&M Services and Production Guarantee Start Date (estimated)	01-20-15

2.10 The table set forth in Exhibit D of the EPC is hereby deleted in its entirety and replaced with the following:

#	Site	Total Capital Charge Costs
1a	John Muir Middle School – Carport/Shade	$1,969,951
2a	San Leandro High School – Rooftop/Carport/Shade	$3,541,632
	TOTAL	**$5,511,583**

3. O&M AMENDMENTS. The O&M is hereby amended as follows:

3.1 The table set forth in Section 3 is hereby deleted in its entirety and replaced with the following:

Year	John Muir MS	San Leandro HS	TOTAL
1	$4,249	$12,644	$16,893
2	$4,377	$13,024	$17,400
3	$4,508	$13,414	$17,922
4	$4,643	$13,817	$18,460
5	$4,783	$14,231	$19,014
6	$4,926	$14,658	$19,584
7	$5,074	$15,098	$20,172
8	$5,226	$15,551	$20,777
9	$5,383	$16,017	$21,400
10	$5,544	$16,498	$22,042
11	$5,711	$16,993	$22,703
12	$5,882	$17,503	$23,384
13	$6,058	$18,028	$24,086
14	$6,240	$18,568	$24,809
15	$6,427	$19,125	$25,553
16	$6,620	$19,699	$26,319
17	$6,819	$20,290	$27,109
18	$7,023	$20,899	$27,922
19	$7,234	$21,526	$28,760
20	$7,451	$22,172	$29,623
TOTAL	**$114,179**	**$339,754**	**$453,933**

3.2 The third paragraph of Section 1 is hereby amended to delete "1,777,792 (kWh)" and replace it with "1,784,294 kilowatt-hours (kWh)".

4. PEGU AMENDMENTS. The PeGu is hereby amended as follows:

4.1 Each of Exhibits A, B, C and D to the PeGu is hereby deleted and replaced with the Exhibits A, B, C and D attached hereto.

5. MISCELLANEOUS

5.1 **Amendment**. Except as expressly modified by this Amendment, all of the terms, conditions, agreements and understandings contained in the Agreements shall remain unchanged and in full force and effect, the same are hereby expressly ratified and confirmed by the Parties and any references to the Agreements herein or in the Agreements shall mean the Agreements as amended by this Amendment.

5.2 **Severability**. If any one or more provisions of this Amendment should be ruled illegal, wholly or partly invalid or unenforceable by a governmental authority under applicable law, SunPower and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Agreements and this Amendment (and in the event that SunPower and Customer cannot agree then such provisions shall be severed from this Amendment) and the validity and enforceability of the remaining provisions of this Amendment and the Agreements, or

portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

5.3 **Governing Law**. This Amendment shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration.

5.4 **Execution in Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[*Signature page follows*.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment by their duly authorized representatives as of the date first written above.

SUNPOWER CORPORATION, SYSTEMS	**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Name:	Name:
Title:	Title:

Exhibit A-1.1
System Description – John Muir Middle School

System Size (DC kW):	391.5 kW_{DC}
System Location:	Adult School parking lot and grassy area adjacent to soccer field
Modules:	SunPower E20 435W (900 modules) PV modules or better for carports and shade structures
Inverter:	SMA Sunny TriPower 24.0 kW and SMA Sunny TrioPower 20.0 kW
Mounting Structure:	SunPower fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 11’ depth piers with 2.5’ exposed concrete bollards above grade; (ii) -42 and -26 degree azimuths; (iii) 10 degree tilt; and (iv) 10’ clearance.
Tracking System:	None
Generation Meters:	PowerLogic ION 8600
DAS/Monitoring System:	SunPower Monitoring System (SMS)
Expected Production:	Year 1 Total = 595,931 kWh
	25-Year Total = 11,639,754 kWh

Exhibit A-1.2
System Description – San Leandro High School

System Size (DC kW):	790.38 kW_{DC}
System Location:	Northwest parking, adjacent to track and portables, along access road adjacent to track,west of tennis courts, southeast parking, between track & pool, and roof of main building (all three sides of "U"-shaped building).
Modules:	SunPower E20 435W (960 modules) PV modules or better for carports and shade structures; SunPower E20 327W (1,140 modules) PV modules or better for rooftop system
Inverter:	SMA Sunny TriPower 24.0 kW and SMA Sunny TriPower 20.0kW
Mounting Structure:	SunPower fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 11' depth piers with 2.5' exposed concrete bollards above grade; (ii) various azimuths; (iii) 10 degree tilt; and (iv) 10' clearance. SunPower RMR rooftop mounting structure. Expected characteristics: (i) 43 degree azimuth; and (ii) 0 degree tilt.
Tracking System:	None
Generation Meters:	PowerLogic ION 8600
DAS/Monitoring System:	SunPower Monitoring System (SMS)
Expected Production:	Year 1 Total = 1,188,363 kWh 25-Year Total = 23,211,165 kWh

Exhibit A: Solar Power Systems

Solar Power System Name	Solar Power System Location/Address
John Muir Middle School	1444 Williams St., San Leandro, CA 94577
San Leandro High School	2200 Bancroft Ave., San Leandro, CA 94577

Exhibit B: Expected Energy

Exhibit B1: John Muir Middle School

Guarantee Year	Annual Production (kWh)
1	595,931
2	594,441
3	592,955
4	591,473
5	589,994
6	588,519
7	587,048
8	585,580
9	584,116
10	582,656
11	581,199
12	579,746
13	578,297
14	576,851
15	575,409
16	573,970
17	572,536
18	571,104
19	569,676
20	568,252
TOTAL:	**11,639,754**

Exhibit B2: San Leandro High School

Guarantee Year	Annual Production (kWh)
1	1,188,363
2	1,185,392
3	1,182,429
4	1,179,473
5	1,176,524
6	1,173,583
7	1,170,649
8	1,167,722
9	1,164,803
10	1,161,891
11	1,158,986
12	1,156,088
13	1,153,198
14	1,150,315
15	1,147,439
16	1,144,571
17	1,141,709
18	1,138,855
19	1,136,008
20	1,133,168
TOTAL:	**23,211,165**

Exhibit C: Avoided Energy Price

Guarantee Year	Utility Price per kWh
1	$0.1965
2	$0.2024
3	$0.2085
4	$0.2147
5	$0.2212
6	$0.2278
7	$0.2346
8	$0.2417
9	$0.2489
10	$0.2564
11	$0.2641
12	$0.2720
13	$0.2802
14	$0.2886
15	$0.2972
16	$0.3061
17	$0.3153
18	$0.3248
19	$0.3345
20	$0.3446

Exhibit D: Typical Solar Insolation and AC Energy

Exhibit D1: John Muir Middle School

Monthly Summaries			
Time Range	Global Horizontal Irradiance (GHI)		AC Energy w/Availability Loss (kWh)
	(kWh/m2/day)	(kWh/m2)	
Jan	2.17	67	27497
Feb	2.65	74	28483
Mar	3.44	106	38971
Apr	6.21	186	64801
May	6.71	208	69886
Jun	7.64	229	74646
Jul	6.82	211	68793
Aug	6.17	191	64262
Sep	5.51	165	58820
Oct	3.56	110	41492
Nov	2.67	80	32280
Dec	2.01	62	26000
Year TMY	**4.63**	**1692**	**595,931**
Complete Simulation	**4.63**	**1692**	**595,931**

Exhibit D2: San Leandro High School

Monthly Summaries			
Time Range	Global Horizontal Irradiance (GHI)		AC Energy w/Availability Loss (kWh)
	(kWh/m2/day)	(kWh/m2)	
Jan	2.17	67	52681
Feb	2.65	74	55967
Mar	3.44	106	77519
Apr	6.21	186	129873
May	6.71	208	141505
Jun	7.64	229	151677
Jul	6.82	211	139343
Aug	6.17	191	130393
Sep	5.51	165	117124
Oct	3.56	110	81221
Nov	2.67	80	61748
Dec	2.01	62	49309
Year TMY	**4.63**	**1692**	**1,188,363**
Complete Simulation	**4.63**	**1692**	**1,188,363**