

SECOND AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT

This SECOND AMENDMENT TO THE SOLAR POWER PURCHASE AGREEMENT (this “**Amendment**”), dated as of October 22, 2025 (“**Effective Date**”), is entered by and between the City of Santa Rosa Elementary School District and Santa Rosa High School District (collectively, “**District**”) and Ridgway Ave DG Solar, LLC, a California limited liability company (“**Service Provider**”).

RECITALS

WHEREAS, District and Service Provider entered into that certain Solar Power Purchase Agreement, dated as of August 2, 2022, as amended by that certain First Amendment to Solar Power Purchase Agreement, dated as of June 26, 2023 (collectively, the “**Original Agreement**”), whereby Service Provider agreed to install those certain solar panel systems (the “**Systems**”) at District’s facilities and sites, as more fully described in the Original Agreement (the “**Facilities**”) as listed below; and

1. Abraham Lincoln Elementary School, System Size: 97.2 KW
2. Albert Biella Elementary School, System Size: 103.5 KW
3. Brook Hill Elementary School, System Size: 72.9 KW
4. Hilliard Comstock Middle School, System Size: 267.3 KW
5. Cesar Chavez Learning Academy, System Size: 364.5 KW
6. SRCS District Office, System Size: 291.6 KW
7. Elsie Allen High School, System Size: 243 KW
8. Helen Lehman Elementary School, System Size: 72.9 KW
9. Hidden Valley Elementary School, System Size: 72.9 KW
10. James Monroe Elementary School, System Size: 72.9 KW
11. Lewis Opportunity School System Size: 48.6 KW
12. Maria Carrillo High School, System Size: 437.4 KW
13. Montgomery High School, System Size: 558.9 KW
14. Piner High School, System Size: 607.5 KW
15. Rincon Valley Middle School, System Size: 145.8 KW
16. Santa Rosa Charter for the Arts, System Size: 96.8 KW
17. Santa Rosa High School, System Size: 558.9 KW
18. Santa Rosa Middle School, System Size: 145.8 KW
19. Herbert Slater Middle School, System Size: 168.8 KW
20. Steele Lane Elementary School, System Size: 72.9 KW

WHEREAS, District agreed to purchase from Service Provider and Service Provider agreed to sell to District those solar generated electric energy generated from the Systems, pursuant to the terms and conditions of the Original Agreement; and

WHEREAS, Service Provider provided notice of delay and its inability to reach Commercial Operation for certain Systems on or before December 31, 2024 due to causes outside Service Provider’s direct control, including but not limited to, delays in issuance of construction permits and restrictions on site access for construction, pursuant to Section 7(r) of Exhibit 3 of the Original Agreement; and

WHEREAS, District and Service Provider desire to remove the Systems that have not achieved Commercial Operation as of the Effective Date of this Amendment from the Original

Agreement (the “**Removed Systems**”) and remove the Facilities whereon such Removed Systems were to be installed (the “**Removed Facilities**”) from the Original Agreement, as listed below; and

1. SRCS District Office, System Size: 291.6 KW
2. Santa Rosa Charter for the Arts, System Size: 96.8 KW
3. Santa Rosa Middle School, System Size: 145.8 KW
4. Cesar Chavez Learning Academy, System Size: 364.5 KW
5. Piner High School, System Size: 607.5 KW
6. Steele Lane Elementary School, System Size: 72.9 KW
7. Helen Lehman Elementary School, System Size: 72.9 KW
8. Brook Hill Elementary School, System Size: 72.9 KW

WHEREAS, the District and the Service Provider seek to revise the Original Agreement pursuant to the terms and conditions set forth under this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Incorporation of Recitals; Definitions. The foregoing provisions of the Recitals are true and correct and are incorporated into this Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in Original Agreement. As used herein and in the Original Agreement, the term “**Agreement**” shall mean the Original Agreement, as amended by this Amendment.

Removal of the Removed Systems and Removed Facilities from the Agreement.

Commencing on the Effective Date, the Removed Systems shall be removed from the description of the term “System” of the Agreement and the term “All Systems” shall mean all other Systems identified in Exhibit 2 of the Original Agreement after the removal of the Removed Systems from such description.

Commencing on the Effective Date, the Removed Facilities shall be removed from the description of the term “Facilities” of the Agreement and the term “All Facilities” shall mean all other Facilities identified in Exhibit 2 of the Original Agreement after the removal of the Removed Facilities from such description.

Commencing on the Effective Date, neither party shall have any rights or obligations related to the Removed Systems and/or the Removed Facilities.

Amendments to Purchase Option Price. Section 10 of Exhibit 1 of the Original Agreement shall be deleted in its entirety and replaced by the following:

“10. Purchase Option Price:

**Abraham Lincoln Elementary School
End of Contract Year**

Purchase Option Price

6	\$	346,690.65
10	\$	273,703.15
15	\$	182,468.78
20	\$	101,212.33
25		Fair Market Value

**Albert Biella Elementary School
End of Contract Year**

		Purchase Option Price
6	\$	369,161.34
10	\$	291,443.17
15	\$	194,295.47
20	\$	107,772.39
25		Fair Market Value

**Hilliard Comstock Middle School
End of Contract Year**

		Purchase Option Price
6	\$	953,399.29
10	\$	752,683.65
15	\$	501,789.16
20	\$	278,333.92
25		Fair Market Value

**Elsie Allen High School
End of Contract Year**

		Purchase Option Price
6	\$	866,726.62
10	\$	684,257.87
15	\$	456,171.96
20	\$	253,030.83
25		Fair Market Value

**Hidden Valley Elementary School
End of Contract Year**

		Purchase Option Price
6	\$	260,017.99
10	\$	205,277.36
15	\$	136,851.59
20	\$	75,909.25
25		Fair Market Value

**James Monroe Elementary School
End of Contract Year**

		Purchase Option Price
6	\$	260,017.99
10	\$	205,277.36
15	\$	136,851.59
20	\$	75,909.25
25		Fair Market Value

Lewis Opportunity School**End of Contract Year**

6	\$ 173,345.32
10	\$ 136,851.57
15	\$ 91,234.39
20	\$ 50,606.17
25	Fair Market Value

Purchase Option Price**Maria Carillo High School****End of Contract Year**

6	\$ 1,560,107.92
10	\$ 1,231,664.16
15	\$ 821,109.53
20	\$ 455,455.50
25	Fair Market Value

Purchase Option Price**Montgomery High School****End of Contract Year**

6	\$ 1,993,471.23
10	\$ 1,573,793.10
15	\$ 1,049,195.51
20	\$ 581,970.92
25	Fair Market Value

Purchase Option Price**Rincon Valley Middle School****End of Contract Year**

6	\$ 520,035.97
10	\$ 410,554.72
15	\$ 273,703.18
20	\$ 151,818.50
25	Fair Market Value

Purchase Option Price**Santa Rosa High School****End of Contract Year**

6	\$ 1,993,471.23
10	\$ 1,573,793.10
15	\$ 1,049,195.51
20	\$ 581,970.92
25	Fair Market Value

Purchase Option Price**Herbert Slater Middle School****End of Contract Year**

6	\$ 601,893.49
10	\$ 475,179.08
15	\$ 316,786.08
20	\$ 175,715.86
25	Fair Market Value

Purchase Option Price

”

Termination of Easement Related to the Removed Facilities. Pursuant to Section 6(a)(vi) of Exhibit 3 of the Original Agreement, District has executed certain easement agreements that encumber the Removed Facilities. Service Provider acknowledges and agrees that Service Provider shall have no further rights and District shall have no further obligations, including without limitation, the easement rights and obligations, concerning the Removed Facilities. Service Provider shall execute the Quitclaim Deed attached hereto and incorporated herein as **Exhibit A** at the time executing this Amendment.

Amendments to Production Values.

Commencing on the Effective Date, Section 2 of Exhibit 2 of the Original Agreement shall be deleted in its entirety and replaced by the following:

“2. Expected First Year Energy Production (kWh): 3,762,784 kWh/year (estimated).”

Commencing on the Effective Date, the table contained in section (d) of Exhibit 5 of the Original Agreement shall be deleted in its entirety and replaced by the table included in **Exhibit B** of this Amendment.

Indemnity. Notwithstanding anything to the contrary, Service Provider, at its sole cost, shall indemnify, defend, and hold harmless the District, its Board, officers, employees, and agents, from and against any and all claims, demands, losses, damages, liabilities, costs, liens, causes of action, demand of arbitration and expenses (including attorneys’ fees and court costs) arising from or relating to any claims, regardless of whether such claims are filed during or after the Term of the Agreement, by Service Provider’s subcontractors, material suppliers, laborers, or vendors for nonpayment or performance issues related to any work or services performed in connection with the Agreement with respect to the Removed Systems and Removed Facilities. The indemnity obligation under this Section F shall apply to any lawsuits, causes of action, demands for arbitration, demands, costs or expenses that are initiated, incurred, or arise from events occurring within five (5) years after the Effective Date of this Amendment.

Waiver of Claims. Service Provider and District each expressly waives, releases, and discharges the other party from any and all claims, demands, liabilities, causes of action, or rights to compensation of any kind, whether known or unknown, asserted or unasserted, arising out of or relating to the Removed Systems and Removed Facilities, including but not limited to any claims for costs incurred, lost profits, lost revenue, delay damages, or other consequential, special, or incidental damages in connection with the removal of such Removed Systems and Removed Facilities from the Agreement. This waiver includes any claims based on theories of contract, tort, equity, or otherwise, and shall survive the execution of this Amendment. Notwithstanding the foregoing in this Section G, nothing in this Section G shall be construed to waive, release, or discharge the District’s rights under and in accordance with Section F of this Amendment.

Service Provider and District each acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Service Provider and District each hereby waives the protections of Section 1542 with respect to the matters released under this Section G.

Service Provider Initial: _____

District Initial: _____]

Authority. The District and Service Provider each represents and warrants that the individual signing this Amendment on behalf of such party is duly authorized to execute and deliver this Amendment on behalf of such party. Notwithstanding the foregoing, the parties agree that this Amendment shall not be effective or binding upon the District until it is approved by the District's Board of Trustees.

Governing Laws. This Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

No Further Modifications. Except as specifically modified herein this Amendment, the Original Agreement shall remain unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment shall govern and control.

Counterparts. This Amendment may be executed in counterparts, including by electronic transmission, each of which shall be deemed an original, and such counterparts shall together be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Solar Power Purchase Agreement by their authorized officers as of the dates so indicated below.

DISTRICT:

City of Santa Rosa Elementary School District and Santa Rosa High School District,
a school district organized and existing under the laws of the State of California

By: _____

Name: _____

Its: _____

Date: _____

SERVICE PROVIDER:

Ridgway Ave DG Solar, LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED,
RETURN TO:

APN: _____

R&T Code § 11911 – No Consideration

QUITCLAIM DEED

FOR VALUE RECEIVED, RIDGWAY AVE DG SOLAR, LLC, a California Limited Liability Company (“**Service Provider**”), does remise, release and forever quitclaim to [City of Santa Rosa Elementary School District/Santa Rosa High School District] (“**District**”) all right, title and interest, including without limitation, all interest as described in that certain Easement Agreement, executed by Service Provider and District and recorded on _____, as Instrument No. _____ in the Official Records of Sonoma County, California (the “**Easement Agreement**”), insofar as such Easement Agreement affects the real property described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

This Quitclaim Deed releases and extinguishes all rights of Service Provider under the Easement Agreement as it relates solely to the Property, and the Easement Agreement shall no longer be of force or effect with respect to the Property. Nothing in this Quitclaim Deed shall be construed to affect the validity, enforceability, or continued effect of the Easement Agreement as it relates to any other property not described in **Exhibit A**.

Dated: _____, 202__

RIDGWAY AVE DG SOLAR, LLC,
a California Limited Liability Company

By: _____
Name: _____
Title: _____

EXHIBIT A
to
QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
FORM OF PERFORMANCE GUARANTEE

<u>Contract Year</u>	<u>Guaranteed kWh Production (MEOR)</u>
1	3,762,784
2	3,743,970
3	3,725,250
4	3,706,624
5	3,688,091
6	3,669,650
7	3,651,302
8	3,633,046
9	3,614,880
10	3,596,806
11	3,578,822
12	3,560,928
13	3,543,123
14	3,525,408
15	3,507,781
16	3,490,242
17	3,472,790
18	3,455,426
19	3,438,149
20	3,420,959
21	3,403,854
22	3,386,835
23	3,369,900
24	3,353,051
25	3,336,286