

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into on February 9, 2023 (“Effective Date”), by and between MMA SROSA POWER, L.P., a Delaware Limited Partnership (“Seller”); and Santa Rosa High School District, a California public school district (“Purchaser”). Seller and Purchaser may be individually referred to herein as “Party” and collectively referred to herein as “Parties.”

### RECITALS

**WHEREAS**, Seller and Purchaser entered into that certain Solar Power Purchase Agreement dated as of July 3, 2008 (as amended or otherwise modified from time to time, the “PPA”). Any terms not defined herein shall have the same definition as the PPA;

**WHEREAS**, the PPA granted MMA SROSA rights to install, finance, own and operate electricity grid-connected photovoltaic, solar power plants (“Generating Facilities”) located at Sites owned by Purchaser.

**WHEREAS**, MMA SROSA installed, financed, owned and operated Generating Facilities located at three (3) of the four (4) Sites listed under the PPA, including those at (a) Elsie Allen High School, 599 Bellevue Avenue, Santa Rosa, CA 95407, (b) Lawrence Cook Middle School (also referred to as Cesar Chavez Language Academy), 2480 Sebastopol Road, Santa Rosa, CA 95407 and (c) Maria Carrillo High School, 6975 Montecito Boulevard, Santa Rosa, CA 95409.

**WHEREAS**, in accordance with and as defined in the PPA, Seller agreed to sell to Purchaser and Purchaser agrees to purchase from Seller, all of the Energy Output generated by the Generating Facilities.

**WHEREAS**, the Parties wish to allow Purchaser to purchase the Generating Facility located at Cook Middle School/Cesar Chavez Language Academy only (the “CCLA Facility”), at Fair Market Value.

**WHEREAS**, Seller represents and warrants that it is the sole owner of all right, title and interest in the CCLA Facility, and is capable of transferring all such right, title and interest in such facility to Purchaser through this Agreement;

**WHEREAS**, the Parties wish to allow Purchaser to buy the CCLA Facility effective February 15, 2023 (“Termination Date”).

**WHEREAS**, the Parties desire to enter into this Agreement to provide for the actions to be taken by the respective Parties to effectuate the sale and transfer to Purchaser of the CCLA Facility and termination of the PPA and the related easement with respect to the CCLA Facility.

**WHEREAS**, the Parties desire that the PPA shall continue to apply to the Generating Facilities located at Elsie Allen High School, 599 Bellevue Avenue, Santa Rosa, CA 95407 and Maria Carrillo High School, 6975 Montecito Boulevard, Santa Rosa, CA 95409.

**NOW THEREFORE**, in consideration of the promises hereinafter set forth, Seller and Purchaser agree as follows:

**AGREEMENT**

- 1. Sale and Purchase of the CCLA Facility.** Subject to the terms and conditions set forth herein, Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase and acquire from Seller, all right title and interest in the CCLA Facility. In so doing, the rights, interests, and obligations in and to the CCLA Facility of Seller shall cease and shall become the rights, interests, and obligations of Purchaser. Seller agrees to execute any further documentation as reasonably requested by Purchaser to evidence the completion of this sale.
  
- 2. Purchase Price.** The “Total Purchase Price” for the CCLA Facility shall be **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)**.
  
- 3. Responsibilities of the Parties and Conditions of Closing.** On or before the Termination Date, the respective obligations of Seller and Purchaser pursuant to the terms of this Agreement are subject to satisfaction of the following conditions precedent (collectively “Closing”):
  - 3.1 Bill of Sale.** Seller shall complete, execute and deliver to Purchaser, and Purchaser shall accept, a bill sale in the form attached as **Exhibit “A”**, attached hereto and incorporated herein by this reference.
  
  - 3.2 Payment of Purchase Price.** The transfer of Seller’s right title and interest in the CCLA Facility shall be conditioned and only effective upon Purchaser successfully paying the full amount of the Total Purchase Price via wire transfer to Seller, pursuant to wiring instructions provided by Seller. The transfer of the CCLA Facility shall be deemed to occur concurrently with the completion of Seller’s receipt of such funds.
  
  - 3.3 Approval of Sale.** This Agreement shall be effective only upon the necessary action and approval by the governing board of Purchaser.
  
  - 3.4 Additional Documents.** Each Party shall deliver all other documents and take such actions as reasonably requested by the other Party as necessary or appropriate to consummate the transactions contemplated by this Agreement.
  
- 4. Post-Closing Obligations of Parties.** Following the Termination Date, the Parties shall work in good faith to cause the following documents to be executed:
  - 4.1 Amendment of Easement.** The Parties shall negotiate and execute an amendment of the grant of non-exclusive easement for the Cook Middle School/Cesar Chavez Language Academy Site and an instrument in recordable form reflecting the same.

- 4.2 **Amendment to PPA.** Each Party shall execute and deliver to the other Party an amendment to the PPA reflecting any updated values or provisions resulting from the sale of the CCLA Facility.
5. **Acceptance and Assumption.** Immediately upon the occurrence of the Closing and without any further action by Seller or Purchaser, Purchaser accepts and assumes all duties, obligations, liabilities and responsibilities with respect to the ownership, operation and maintenance of the CCLA Facility, including but not limited to permits, licenses, insurance, expenses, and any approvals required for the interconnection, operation, and maintenance of the system.
6. **Disclaimer of Warranties.** SELLER REPRESENTS AND WARRANTS THAT IT IS THE SOLE OWNER OF ALL RIGHT, TITLE AND INTEREST IN THE CCLA FACILITY, AND IS CAPABLE OF TRANSFERRING ALL SUCH RIGHT, TITLE AND INTEREST IN SUCH FACILITY TO PURCHASER THROUGH THIS AGREEMENT. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE OR OTHERWISE, AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO SELLER, THE CCLA FACILITY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE CCLA FACILITY IS SOLD “AS IS, WHERE IS” ON THE DATE OF CLOSING, AND IN ITS CONDITION ON SUCH DATE “WITH ALL FAULTS.”
7. **PPA and Related Agreements.**
- 7.1 Immediately upon the occurrence of the Closing and without any further action by Seller or Purchaser, the PPA shall terminate as to the CCLA Facility only, except for those provisions that must survive termination under Section 28 of the PPA (“Survival”).
- 7.2 The Parties agree that all provisions of the PPA, Site Agreement, and Interconnection Agreements remain in full force and effect as to the Generating Facilities located at Elsie Allen High School and Maria Carrillo High School. The PPA and all related agreements may be amended or modified only by a written instrument executed by the Parties as to these sites.
8. **Fees and Expenses.** Seller and Purchaser shall each be responsible for its own fees and expenses incurred in connection with the transaction contemplated by this Agreement.
9. **Entire Agreement of Parties as to CCLA Facility.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, related to the subject matter of this Agreement and as related to the CCLA Facility. This Agreement may be amended or modified only by a written instrument executed by the Parties.

- 10. California Law.** This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California.
- 11. Disputes.** Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Sonoma, State of California.
- 12. Attorneys' Fees.** Each Party shall bear its own Attorneys' fees in any action or proceeding brought to enforce the terms of this Agreement or arising out of this Agreement.
- 13. Waiver.** No waiver by any Party of any provision of this Agreement shall occur without a signed written instrument or be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 15. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission or electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 16. Section Headings and Captions.** The section headings and/or captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
- 17. Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal.
- 18. Incorporation of Recitals and Exhibits.** The Recitals and any exhibit attached hereto are hereby incorporated herein by reference.
- 19. Further Assurances.** Following the Closing, Seller, from time to time, at the written request and expense of Purchaser, shall execute and deliver any further acknowledgments, agreements or instruments of assignment, transfer or assurance, and do any and all further acts and things, as may be necessary or appropriate in the opinion of Purchaser and acceptable to Seller, to give effect to the provisions of this Agreement and to more perfectly confirm the rights and interests sold, assigned, and transferred to Purchaser pursuant to this Agreement.

**20. Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Purchaser when due. Purchaser shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Seller shall cooperate with respect thereto as necessary).

**21. Due authorization.** The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of each Party hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Effective Date:

PURCHASER:

Dated: \_\_\_\_\_, 2023

**SANTA ROSA HIGH SCHOOL  
DISTRICT, a California public school  
district**

By:

Print Name:

Print Title: \_\_\_\_\_

SELLER:

Dated: \_\_\_\_\_, 2023

**MMA SROSA POWER, L.P., a Delaware  
Limited Partnership**

By:

Print Name:

Print Title: \_\_\_\_\_

## EXHIBIT “A”

### BILL OF SALE

This Bill of Sale is entered into as of \_\_\_\_\_, 2023 by MMA SROSA POWER, L.P., a Delaware Limited Partnership (“Seller”), in favor of SANTA ROSA HIGH SCHOOL DISTRICT, a California public school district (“Purchaser”). This Bill of Sale is made pursuant to that Asset Purchase Agreement (“APA”) dated as of \_\_\_\_\_, 2023 by Seller and Purchaser, to transfer the CCLA Facility, as defined herein. Each capitalized term used by not otherwise defined herein has the meaning given to such term in the APA.

1. Conveyance. For good and valuable consideration in the amount of Six Hundred Thousand Dollars (\$600,000.00), the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Purchaser, all of its right, title and interest in and to the solar energy project listed on EXHIBIT A attached hereto and made a part of this Bill of Sale (the “CCLA Facility”).

2. Disclaimer of Warranties. SELLER REPRESENTS AND WARRANTS THAT IT IS THE SOLE OWNER OF ALL RIGHT, TITLE AND INTEREST IN THE CCLA FACILITY, AND IS CAPABLE OF TRANSFERRING ALL SUCH RIGHT, TITLE AND INTEREST IN SUCH FACILITY TO PURCHASER THROUGH THIS AGREEMENT. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE OR OTHERWISE, AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO SELLER, THE CCLA FACILITY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE CCLA FACILITY IS SOLD “AS IS, WHERE IS” ON THE DATE OF CLOSING, AND IN ITS CONDITION ON SUCH DATE “WITH ALL FAULTS.”

3. Further Assurances. Following the Closing, Seller, from time to time, at the written request and expense of Purchaser, shall execute and deliver any further acknowledgments, agreements or instruments of assignment, transfer or assurance, and do any and all further acts and things, as may be necessary or appropriate in the opinion of Purchaser and acceptable to Seller, to give effect to the provisions of this Agreement and to more perfectly confirm the rights and interests sold, assigned, and transferred to Purchaser pursuant to this Agreement.

4. Governing Law. This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California.

5. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission or electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller and Purchaser have each duly executed this Bill of Sale as of the date first written above.

**SANTA ROSA HIGH SCHOOL  
DISTRICT, a California public school  
district**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MMA SROSA POWER, L.P.,  
a Delaware Limited Partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO BILL OF SALE**

**DESCRIPTION OF CCLA FACILITY**

Location: Lawrence Cook Middle School (also referred to as Cesar Chavez Language Academy),  
2480 Sebastopol Road, Santa Rosa, CA 95407

Type: Roof Mount, Fixed Tilt

Type of Module: Sharp 216

Number of Modules: 790

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