

**SOLAR 4: SYSTEMWIDE SOLAR
PHOTOVOLTAIC PROGRAM
Master Enabling Agreement
Site License & Power Purchase
Agreement**

AGREEMENT NUMBER 160640	AM. NO.
	CONTRACTOR IDENTIFICATION NUMBER 10321

THIS MASTER ENABLING AGREEMENT, made and entered into this 1st day of October 2017, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called Trustees, and

CONTRACTOR'S NAME

OPTERRA

, hereafter called Contractor,

WITNESSETH: This Master Enabling Agreement (MEA) sets forth the terms and conditions by which Contractor may provide services to the CSU for the implementation of the Solar 4: Systemwide Solar Photovoltaic Program (the Program). The Program was approved by the Trustees pursuant to California Public Contract Code 10708 and 10709 and described in CSU RFQ 160249 including all addenda. Contractor, for and in consideration of the covenants, conditions, agreements, and stipulations of the Trustees hereinafter expressed, does hereby agree to furnish to the services and materials as follows:


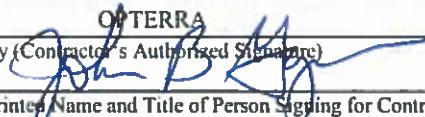

1. For this MEA, the term "University" shall mean any CSU University, administrative and auxiliary office of the Trustees that does not receive electric utility service from Los Angeles Department of Water and Power.
2. This MEA allows a University to direct a university-specific and site-specific Request for Proposal (RFP) as referenced in Exhibit A, Rider K to Contractor to solicit project approach, pricing, and schedule.
3. The University will determine the contractor with the best value based on the RFP scoring methodology and can award the University-specific Solar License and Power Purchase Agreement (SLPPA) to reflect a specific University site. The University and Contractor shall use the contract language included in this MEA. The SLPPA shall include a specific University scope of work for the installation of solar photovoltaic systems and all details pertinent to its completion.
4. Contractor shall provide the necessary services to design, build, operate, maintain and finance electrical energy generating solar photovoltaic systems in accordance with the below referenced Exhibit A, Riders, and Attachments, which by this reference are incorporated herein and made a part hereof:
 - a. Exhibit A, Solar License and Power Purchase Agreement (SLPPA), consisting of sixty-four (64) pages and;
 - i. Rider A-1 Map and Premises Location and Licensed Area, consisting of TBD # of pages;
 - ii. Rider A-2 Solar Generation Summary and Known Site Restrictions, consisting of two (2) pages;
 - iii. Rider B-1 SLPPA General Conditions, consisting of fifty-one (51) pages;
 - iv. Rider B-2 University Specific Supplemental Conditions, consisting of TBD # of pages;
 - v. Rider C Performance Guarantee, consisting of TBD # of pages;
 - vi. Rider D Operational Access Procedures for the Site and Licensed Area, consisting of two (2) pages;
 - vii. Rider E Schedule, consisting of two (2) pages;
 - viii. Rider F Bond Forms, consisting of three (3) pages;
 - ix. Rider G Trustees Consent and Estoppel Certificate Template, consisting of three (3) pages;
 - x. Rider H Licensee Sample Electricity Invoice, consisting of one (1) page;
 - xi. Rider I Scope of Work, Final SLPPA Rate and Array Layout, consisting of TBD # of pages;
 - xii. Rider J University Premises Specific Geotechnical Report(s) TBD # of pages;
 - xiii. Rider K Template Request for Proposal Solar 4: Site License Power Purchase Agreement and all Addenda consisting of TBD # of pages;
 - 1) RFP Form 1 Small Business Preference and Certification Request, consisting of one (1) page;
 - 2) RFP Form 2 Disabled Veteran Business Enterprise DVBE Participation Requirement, consisting of seven (7) pages;
 - 3) RFP Form 3 Sustainability Capabilities, consisting of one (1) page;
 - 4) RFP Form 4 Expected and Guaranteed Electricity Production, consisting of one (1) page;
 - b. Attachment 1 Solar 4: MEA Notice of Intent to Award, consisting of three (3) pages;
 - c. Attachment 2 Solar 4: MEA Authorization to Proceed to Design, consisting of one (1) page;
 - d. Attachment 3 Solar 4: MEA Authorization to Proceed to Construction, consisting of one (1) page;
 - e. Attachment 4 Solar 4: MEA Contractor Notice of Commercial Operation Date, consisting of one (1) page; and
 - f. Attachment 5 Solar 4: MEA Trustees Notice of Completion, consisting of one (1) page.

5. The contract language in this MEA (including Exhibit A) has been reviewed with Contractor in advance. No changes to the language in Exhibit A are anticipated based on this review; however, if changes are necessary, University and Contractor agree to use Rider B-2, as applicable, to identify any changes or deviations from the Exhibit A language.
6. Contractor agrees that other public agencies, including without limitation those defined by California Government Code Section 6500, shall have the option to cooperatively purchase upon the terms of this MEA for their own use for the services and terms defined in this MEA. Trustees shall incur no financial responsibility or liability in connection with the cooperative purchases through this MEA by another public agency. Contractor agrees that any public agency cooperatively purchasing using the terms of this MEA shall be solely responsible for its own arrangement with and payments to Contractor and that the Trustees shall have no responsibility or liability whatsoever regarding the cooperative purchasing arrangement.
7. The term of this MEA shall be from the date the agreement is executed by both parties through September 30, 2022, with the option of extending the MEA with the same terms and conditions for two (2) additional one (1) year periods, or in the event an SLPPA is executed pursuant to this MEA, through the end of the Term specified in Section 1.101 of Exhibit A, whichever is later.
8. Contractor shall not perform services without prior written authorization to proceed from the Trustees' Representative or Contract Administrator.
9. Work Reporting: Contractor shall submit annual reports beginning on August 1, 2018, for work done during the previous fiscal year under this MEA. The report shall include an Excel readable spreadsheet with the following headings: University; Premises Name; current status; solar energy generation system size; and meter number(s) integrated into campus Energy Information System.

The total amount to be expended under this MEA shall be determined by the overall usage by each participating University and administrative office of the California State University. Payment shall be made in accordance with Exhibit A and related Riders.

Contractor shall report to CSU Contract Administrator Aaron Klemm, Chief of Energy and Sustainability for Capital Planning Design and Construction in the Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, 562-951-4122.

IN WITNESS WHEREOF, this MEA has been executed by the parties hereto, upon date first above written.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY							CONTRACTOR					
University The California State University, Office of the Chancellor							Full Legal Name of Contractor OPTERRA					
By (Trustees' Authorized Signature) 							By (Contractor's Authorized Signature) 					
Printed Name and Title of Person Signing for Trustees Elvyra F. San Juan, Assistant Vice Chancellor							Printed Name and Title of Person Signing for Contractor JOHN B. GAJAN, SR. V.P. & GEN. MGR					
Capital Planning, Design and Construction 401 Golden Shore Long Beach, CA 90802-4210							Check appropriate box below that best describes Contractor: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Other (specify)					
SCO Account Data:		Fund	Sub Fund	Agency	Yr	Ref/Item	Category	Program Element	Component	Chapter	Fiscal Yr	Legal Reference
Fund Name						PS Account 613001	PS Fund 49105	PS Dept ID 1089	PS Program	PS Class	PS Project/Grant	
Amount Encumbered	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.											
\$0	Signature of Accounting Officer											Date
Amount of Increase	I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of the California State University Contract Law.											
\$0	FRAMBOZE M. VIRJEE, General Counsel.											Date
Amount of Decrease	By Attorney:  H/20/17											Date
Total Amount Encumbered												
\$0												