

AMENDED AND RESTATED FACILITIES LEASE AGREEMENT
(Sweetwater High School)

THIS AMENDED AND RESTATED FACILITIES LEASE AGREEMENT (SWEETWATER HIGH SCHOOL) (“**Agreement**”), dated as of February 13, 2013 (“**Effective Date**”), is by and between Solar Star California XXVI, LLC, a Delaware Limited Liability Company (“**Lessee**”), and Sweetwater Union High School District, a California school district organized and existing under the laws of the State of California (“**Lessor**”). This Agreement amends and restates the terms and conditions of that certain Facilities Lease Agreement dated as of June 13, 2011, by and between Lessor and Lessee (as further amended, the “**Original Lease**”) with respect to the Sweetwater High School Site. Unless otherwise agreed to by the parties to the Original Lease with respect to a particular site described in the Original Lease, the parties hereby acknowledge and agree that the Original Lease remains in full force and effect with respect to the other sites described therein.

Recitals

A. Lessee and Lessor have entered into that certain Amended and Restated Power Purchase Agreement (Sweetwater High School), dated as of the Effective Date (the “**PPA**”), pursuant to which Lessee has agreed to engineer, construct and install the System and provide Lessor with the Solar Services. Capitalized terms used herein but not defined herein (including in the recitals hereto) shall have the meanings given in the PPA;

B. In order to construct and install the System and provide the Solar Services, Lessee requires access to certain real property owned by Lessor as identified in Exhibit A (the “**Site**”);

C. In connection with the foregoing, Lessee desires that Lessor lease, and Lessor desires to lease to Lessee, the Premises (defined below); and

D. The Lessee may finance the System and, in connection therewith, grant a first priority security interest therein in favor of the Lenders (defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Lease. Lessor hereby leases (the “**Lease**”) to Lessee, in accordance with the terms and conditions hereinafter set forth, the adjoining space on the building(s) or structures located or to be built on the real property, as applicable, where the System will be installed, as more fully described on Exhibit B (individually and collectively, the “**Premises**”). Upon the completion of the installation of the System, Lessee shall provide Lessor with “as-built” drawings setting forth in detail the location of all components of the System. Subject to Section 5, Lessor hereby also grants to Lessee, for a period co-terminous with the Lease, a right of way to access the Premises and any surrounding or nearby premises owned or leased by Lessor, including the building below the

Premises, passage through which is necessary or convenient to gain access to the System or the Premises.

2. Benefits. Lessee shall pay Lessor one U.S. dollar (\$1.00) on the Commercial Operation Date and on each anniversary thereof as and for rent of the Premises.

3. Condition of Premises and System Construction.

(a) Lessor and Lessee acknowledge and agree that the terms and conditions of Exhibit A to the PPA shall govern with respect to the condition of the Site and Premises hereunder.

(b) Lessor hereby consents to the construction of the System, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, on the Premises, which shall be carried out by Lessee in conformity with the provisions of the general conditions attached hereto as Exhibit C and incorporated by reference herein (“**General Conditions**”).

(c) Lessor acknowledges that the installation of all or a portion of the System may require physically mounting and adhering of the System to the ground and consents to such mounting and adhering, as applicable.

4. System Installation, Operation, Ownership and Removal.

(a) Lessee shall have the right from time to time during the term hereof, with Lessor’s prior written approval, and in accordance with the PPA and the General Conditions:

(i) to construct, install, operate and monitor the System in and on the Premises;

(ii) to maintain, clean, repair, replace and dispose of part or all of the System;

(iii) to add or remove the System or any part thereof; and

(iv) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in subparagraphs (i) through (iii) of this Section 4(a).

(b) All access to the Site and the Premises shall be subject to the following:

(i) Except for emergencies, Lessee shall give notice to Lessor twenty-four (24) hours in advance of any need to access the Site. Lessee shall notify Lessor of each visit to the Site. All access shall be in full compliance with all applicable provisions of law including but not limited to any applicable fingerprinting requirements;

(ii) If students are present at the site, Lessee shall provide supervision in accordance with Education Code Section 45125.2;

(iii) Lessor shall have the right to enter the Premises at any time without notice to Lessee for the purpose of making emergency repairs to the Premises and Lessor's improvements thereon; and

(iv) Lessee shall not drive on artificial track surfaces or artificial turf.

(c) Lessor acknowledges and agrees that Lessee or its Affiliate (as such term is defined in the PPA) or financing parties (including any system lessor) is or will be the exclusive owner and operator of the System and that all equipment comprising the System shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the System is or may be affixed to any real property of Lessor. Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Premises.

(d) Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Agreement by all necessary action, and (ii) will not be in default under any agreement to which it is a party.

(e) With respect to the Site as to which Lessor's interest in such Site is a fee simple interest, Lessor may assign, mortgage, pledge, hypothecate or otherwise transfer with thirty day's prior notice to the Lessee, its interest in such Site to any financing entity, or agent on behalf of any financing entity to whom Lessor (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that no such assignment shall become binding on Lessee until written notification is given by Lessor to Lessee as provided hereunder. Lessor agrees that this Agreement and the rights in the Premises granted in Section 1 of this Agreement shall run with the Site and survive any transfer of the Site while the PPA and this Agreement are in effect. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledgee or party to whom a lien has been granted to execute and deliver to Lessee a document pursuant to which such party acknowledges and consents to the Lessee's rights in the Site as set forth herein.

(f) Lessee shall keep the Premises and the Site free from any mechanic's liens and shall pay when due all invoices arising out of any work performed or materials furnished to or at the Premises. If any claim of mechanic's lien is recorded against title to the Premises and the Site, Lessee shall bond against or discharge same within thirty (30) days after Lessee's receipt of written notice that such lien has been recorded.

5. Access to Premises. Lessor shall provide Lessee with access to the Premises in accordance with Exhibit A to the PPA and as reasonably necessary to allow Lessee to construct and install the System ("**Installation Work**") and to perform the O&M Work, including, without limitation, ingress and egress to and from the Premises for Lessee and its employees, contractors

and sub-contractors and access to electrical panels and conduits to interconnect the System with the electrical wiring of the Sites, in all cases subject to the terms and conditions of the General Conditions. Lessor shall use commercially reasonable efforts to designate sufficient space, adjacent to the Premises, for the temporary storage and staging of tools, materials and equipment (collectively, “**Equipment**”) by Lessee and for the parking of Lessee’s construction crew vehicles, temporary construction trailers and facilities reasonably necessary during the Installation Work, removal of the System and access for rigging and material handling. Lessor shall designate a reasonable area adjacent to the Premises for construction laydown by Lessee. Lessor and its authorized representatives shall at all times have access to and the right to observe the Installation Work, subject to compliance with Lessee’s safety rules, but shall not interfere with the Installation Work or handle any Equipment or the System without prior written authorization from Lessee. In addition, Lessor shall grant Lessee access to the Site as reasonably necessary to allow Lessee to perform the O&M Work, including, without limitation, ingress and egress to and from the Premises for Lessee and its employees, contractors and subcontractors and local electric utility personnel. Lessee shall perform the O&M Work in accordance with the General Conditions and in a manner that minimizes inconvenience to and interference with Lessor and Lessor’s invitees. Access pursuant to this Section 5 shall be subject to the provisions of Section 4(b) above.

6. Representations and Warranties, Covenants of Lessor. Lessor represents and warrants to Lessee that there are no circumstances known to Lessor or commitments to third parties (including, without limitation, liens, or activities that may adversely affect the System’s direct or indirect exposure to sunlight) that may damage, impair or otherwise adversely affect Lessee’s rights under this Agreement or the System and/or its function. Lessor represents and warrants that Lessor has lawful title to the Site and the Premises and full right to enter into this Agreement and that Lessee shall have quiet and peaceful possession of the Premises throughout the term of this Agreement. Lessor will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the System or its function (including activities that may adversely affect the System’s direct or indirect exposure to sunlight). Lessor will not conduct maintenance to the Site or the Premises that is reasonably likely to damage, impair or otherwise adversely affect the System or its function.

7. Term. The term (“**Term**”) of this Agreement shall commence on the Effective Date and terminate on the date that is one hundred eighty (180) days after the expiration or earlier termination of the PPA, except in case of termination pursuant to Section 3.1.2 of the PPA in which case this Lease shall terminate when the PPA is terminated. In addition, if and to the extent that the PPA is terminated with respect to a Site or Sites, on the date of such partial termination of the PPA, this Agreement shall terminate with respect to such Site or Sites, but shall remain in full force and effect with respect to all other Sites until final termination as contemplated in the immediately previous sentence. Lessee may terminate this Agreement at Lessee’s sole discretion at any time upon three (3) months’ written notice to Lessor. In addition, Lessee may terminate this Agreement effective immediately upon provision of written notice to Lessor if (a) within one hundred eighty (180) days of the Effective Date, Lessee determines that the System cannot be installed and operated according to Lessee’s investment criteria; or (b) at any time during the Term, Lessee determines that the System or operation thereof is impaired at the Site due to lack of direct or indirect exposure to sunlight as a result of the acts or omissions of Lessor or Lessor’s agents, employees or contractors, subject to the provisions of the PPA.

8. Insurance. Each of Lessee and Lessor shall obtain and maintain the insurance coverages required under the PPA.

9. Taxes. Each of Lessee and Lessor shall pay taxes, fees, excises, assessments, bonds, levies, or similar charges as required under the PPA.

10. Liability and Indemnity.

(a) General Indemnification.

(i) By Lessee. Lessee shall indemnify the Lessor, the Lessor's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers (the "**Lessor Indemnitees**") against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization (collectively "Losses") arising out of or in connection with the installation, operation or activities of Lessee, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the Lessor Indemnitees for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of Lessee, any utility company or Lessor, or other loss or damage incurred by Lessor, but only to the extent caused by (A) the negligence, fraud or willful misconduct of Lessee, its agents, officers, directors, employees or contractors on or at the Premises or the Sites in connection with this Agreement or (B) the material breach by Lessee of any of its obligations under this Agreement, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, fraud or willful misconduct of the Lessor, the Lessor's Representative, or those who are directly responsible to them. In connection therewith: (a) Lessee will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith; and (b) Lessee will promptly pay any judgment rendered against Lessee, and/or the Lessor Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such installation, operations, or activities of Lessee hereunder and Lessee agrees to save and hold the Lessor Indemnitees harmless therefore.

A. In the event the Lessor Indemnitees are made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of or in connection with the installation, or operation or activities of Lessee hereunder, Lessee agrees to pay to the Lessor Indemnitees any and all costs and expenses incurred by the Lessor Indemnitees in such action or proceeding together with reasonable attorney's fees and expert witness fees and other litigation related expenses.

(ii) By Lessor. Lessor shall indemnify, defend and hold harmless Lessee, its affiliates, officers, agents and employees (the "**Lessee Indemnitees**") from and against

any Losses for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of either Lessee or Lessor, or other loss or damage incurred by Lessee, but only to the extent caused by: (A) negligent acts or omissions or willful misconduct of the Lessor Indemnitees; or (B) the material breach by Lessor of any of its obligations under this Agreement; or (C) the inaccuracy of any representation or warranty of Lessor contained in this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnitee in defending such Losses, including, but not limited to, reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 10(a)(ii) shall not extend to Losses for liability to the extent attributable to the negligence, fraud or willful misconduct of Lessee, the Lessee Indemnites, or their respective contractors, successors or assigns, or the acts of third-parties. Lessor shall pay any reasonable cost that may be incurred by Lessee or the Lessee Indemnites in enforcing this indemnity, including reasonable attorney fees.

(b) Environmental Indemnification.

For the purposes hereof, (1) "**Release**" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment in violation of any Environmental Laws; and (2) "**Environmental Laws**" shall mean all federal, state, and local laws, statutes, ordinances, and regulations now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land, surface or subsurface strata, wildlife, aquatic species and vegetation), including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of hazardous materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials.

(i) By Lessor. Lessor shall indemnify, defend and hold harmless Lessee and the Lessee Indemnites from and against any and all Losses suffered or incurred by any such party by reason of or resulting from (A) any Release on the Sites or the Premises caused by Lessor or the Lessor Indemnites or any Release on other property in the vicinity of the Sites or the Premises caused by Lessor or the Lessor Indemnites to the extent any such Release impacts the Sites or the Premises; or (B) any environmental claim from any third party with regard to any violation or alleged violation of any Environmental Laws by Lessor or the Lessor Indemnites or any actual, threatened or alleged Release affecting the Sites or the Premises by Lessor or the Lessor Indemnites.

(ii) By Lessee. Lessee shall indemnify, defend and hold harmless Lessor and the Lessor Indemnites from and against any and all Losses suffered or incurred by any such party by reason of or resulting from (A) any Release on the Sites or Premises caused by Lessee or the Lessee Indemnites or any Release on other property in the vicinity of the Sites or the Premises caused by Lessee or the Lessee Indemnites to the extent any such Release impacts the Sites or the Premises; or (B) any environmental claim from any third party with regard to any violation or

alleged violation of any Environmental Laws by Lessee or the Lessee Indemnitees or any actual, threatened or alleged Release affecting the Sites or the Premises by Lessee or the Lessee Indemnitees.

(c) No Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Agreement.

(c) Survival. The indemnities contained in this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Assignment.

(a) Except as permitted in the PPA, neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that Lessee may in its sole discretion and without the consent of Lessor assign any of its rights, duties or obligations under this Agreement to (i) one or more of its U.S. Affiliates, (ii) one or more U.S. citizens or U.S. third parties in connection with a sale-and-leaseback or other financing transaction, (iii) any U.S. person or entity succeeding to all or substantially all of the assets of Lessee, or (iv) a successor U.S. entity in a merger or acquisition transaction (any of the foregoing being a “**Permitted Transfer**”). Lessee shall provide notice to Lessor of the occurrence of any such Permitted Transfer.

(b) With respect to a Permitted Transfer pursuant to clause (ii) in Section 11(a), Lessor acknowledges and agrees that, upon receipt of written direction from a financing-transaction assignee of Lessee (collectively, “**Lender**”), and notwithstanding any instructions to the contrary from Lessee, Lessor will recognize Lender, or any U.S. third party to whom Lender has reassigned the rights of Lessee under this Agreement, as the proper and lawful Lessee of the Premises and as the proper and lawful successor to Lessee with respect to access to the Premises across or through the Sites and fully entitled to receive the rights and benefits of Lessee hereunder so long as Lender (or its assignee) performs the obligations of Lessee hereunder. Lessor shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

12. Provisions Benefiting Lender.

(a) Lessor agrees to provide written notice to Lender, provided that Lessor shall have previously received written notice of Lender's designated address, of any act or event of default of Lessee under the Agreement of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Agreement or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, and Lender shall have the same amount of time as Lessee, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Lessee under the Agreement; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the System and other property owned by Lessee that is or may from time to time hereafter be located at the Premises in connection with the construction, installation, operation, maintenance and/or repair of the System, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the "**Collateral**") to the lien of Lender; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of the Agreement or as may be provided by applicable law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender's prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims ("**Claims**") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Claims. Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender. Lessor agrees to execute such documents as may be required by Lender to evidence the foregoing subordination and to obtain similar executed documents from any third party who now has or obtains in the future an interest in the Site or the Premises, including any lenders to Lessor.

(c) Lessor consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Lessee to the Lender. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

(d) Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Premises and the Site for the purpose of inspecting the Collateral, and agrees that Lender may access the Premises through the Site to inspect the Collateral all of which is subject to compliance with the General Conditions.

13. Amendments. This Agreement may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

14. Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by

overnight air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 14). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below, unless a change of address notice has been delivered by a party to the other party in accordance with this Section 14:

If to Lessor:

Sweetwater Union High School District
1130 Fifth Ave,
Chula Vista, CA 91911-2896
Attn: Name: Thomas Calhoun, Chief Facilities Executive
Phone: (619) 691-5551
Facsimile: (619) 425-3394

If to Lessee:

Solar Star California XXVII, LLC
c/o SunPower Corporation, Systems – its member
1414 Harbour Way South
Richmond, CA 94804
Attn: Cliff Kalinowski
Phone: 510-540-0550
Fax: 510-540-0552

15. Waiver. The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

16. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17. Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

18. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). The Parties irrevocably agree that any action, suit or proceeding by or among the Parties may be brought in whichever of the Superior Courts of the State of California, San Diego County, or the Federal Court for the Southern District of California in San Diego, California, has subject matter jurisdiction over the dispute and each Party waives any objection that said Party may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

19. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

20. Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or “PDF” signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

21. Entire Agreement. This Agreement (including the General Conditions attached hereto) and the PPA represent the full and complete agreements between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral agreements between said parties with respect to said subject matter. In the event of any conflict between the provisions of this Agreement and the provisions of the PPA, the provisions of the PPA shall govern and control.

22. Further Assurances. Upon the receipt of a written request from the other party, each party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section. From time to time, within seven (7) days of a written request by Lessee (or its lenders), Lessor shall provide an estoppel certificate with respect to Lessee’s compliance with the terms of this Agreement and attesting to Lessor’s knowledge of any known issues of noncompliance by Lessee.

23. Estoppel. Either party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party, shall deliver a written instrument, duly executed, certifying to the requesting party, or any other person, firm or corporation specified by the requesting party:

(a) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) whether or not to the knowledge of such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;

(c) the dates to which amounts due have been paid; and

(d) such other information as may be reasonably requested by the requesting party. Any written certificate given hereunder may be relied upon by the recipient thereof, except to the extent the recipient has actual knowledge of facts contained therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

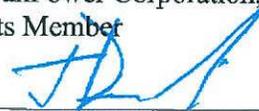
SWEETWATER UNION HIGH SCHOOL DISTRICT,
a California school district organized and existing under
the laws of the State of California

By: 
Name: Thomas Calhoun,

Title: Chief Facilities Executive

SOLAR STAR CALIFORNIA XXVI, LLC,
a Delaware limited liability company

By: SunPower Corporation, Systems
Its Member

By: 

Name: Jeffrey Dasovich

Title: Vice President Utilities & Commercial Americas

EXHIBIT A

Description of Site

Site Name	Site Address	APN Number
Sweetwater High School	2900 Highland Avenue, National City, CA 91950	562-142-1500

EXHIBIT B

Legal Description of Premises

[Legal description to be attached once ALTA survey has been drawn.]

EXHIBIT C

General Conditions

See attached