

**SECOND AMENDMENT TO
SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (this “**Amendment**”) is made, entered into and effective as of _____, 2017 (the “**Effective Date**”), by and between Napa Sanitation District Solar, LLC, a Delaware limited liability company (“**Provider**”), and Napa Sanitation District, a county sanitation district formed under the laws of the State of California (“**Customer**”). Provider and Customer are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

WITNESSETH

WHEREAS, the Parties entered into that certain Site Lease Agreement, dated May 28, 2015 as amended by that certain First Amendment to Site Lease Agreement, dated September 1, 2015 (the “**Agreement**”); and

WHEREAS, the Parties may amend the Agreement in the manner set forth herein pursuant to Section 13 of the Agreement; and

WHEREAS, Provider and Customer duly desire to amend the Agreement.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the meanings given to them in the Agreement.

2. Amendment to Section 1. The first sentence of Section 1 of the Agreement is hereby amended to read as follows:

“Customer hereby leases (the “**Lease**”) to Provider, in accordance with the terms and conditions hereinafter set forth, that portion of the real property described in Exhibit A (the “**Site**”) where the Systems will be installed as depicted in Exhibit B (the “**Premises**”).

3. Replacement of Exhibit A (Legal Description of the Site). Exhibit A to the Agreement is hereby replaced with the attached Exhibit A.

4. Replacement of Exhibit B. Exhibit B to the Agreement (“Description of the Premises”) is hereby replaced with the attached Exhibit B (“Depiction of the Premises”).

5. Release, as to Removed Lands. Insofar as this Amendment removes APN Nos. 046-400-016, 057-010-038, and 057-010-039 from the Agreement, Customer hereby releases and discharges Provider from all obligations and liabilities associated with APN Nos. 046-400-016, 057-010-038, and 057-010-039.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Amendment to be executed as of the Effective Date.

PROVIDER:

NAPA SANITATION DISTRICT SOLAR, LLC
By: SunPower AssetCo, LLC, its sole member

By: _____

Name: _____

Title: _____

CUSTOMER:

NAPA SANITATION DISTRICT

By: _____

Name: _____

Title: _____

Exhibit A

To 2nd Amendment to Site Lease Agreement

Legal Description of the Site

The land referred to below is situated in the unincorporated area of Napa County of Napa, State of California, and is described as follows:

TRACT ONE:

Commencing on the southern line of the road known as the Soscol Ferry Road at the most northern corner of Lot 25 as the same are shown upon that certain map entitled, "Map of Subdivision of Thompson's Soscol Ranch in Napa County, Cal.," filed June 29, 1889 in Book 1 of Maps at page 56 in the office of the County Recorder of said Napa County; running thence along the northwestern line of said Lot 25, South 35° 30' West 8.00 chains, South 73° West 6.00 chains and North 74 ° 45' West to the eastern bank of the Napa River, thence northerly along said eastern bank to the southern line of Soscol Ferry Road; thence southeasterly, along said southern line to the point of commencement.

Excepting therefrom, however the following:

- a) That portion thereof within the right of way of the Southern Pacific Company.
- b) That portion contained in the Final Order of Condemnation recorded July 29, 1976 in Book 1004 at page 381 of Official Records of Napa County.

APN: 046-400-015

TRACT TWO:

Beginning at the most Southern corner of the tract of land described as Parcel 2A in the Final Order of Condemnation for State Highway, recorded July 29, 2976 in Book 1004 of Official Records at page 381, said Napa County Records; thence along the lines of said Parcel North 36° 40' 12" East 55.56 feet, along a curve to the right with a radius of 642.00 feet, through an angle of 54° 01' 43", an arc length of 605.39 feet, North 77° 47' 02" West, 520.05 feet and South 88° 08' 29" West, 1126.13 feet to said Northerly line of Soscol Road; thence Southeasterly, along Northerly line, to the point of commencement.

APN: 046-400-011

Exhibit B
To 2nd Amendment to Site Lease Agreement
Depiction of the Premises
[See Attached]



SHEET 1																					

NAPA SANITATION DISTRICT
NSD
1515 SOSCUL FERRY RD.
NAPA CA 94558

GROUND FIXED TILT
ARRAY LAYOUT

SUNPOWER

1414 HARBORWAY SOUTH
RICHMOND, CA 94804 USA
(510) 840-0550