

VALLEY CLEAN ENERGY ALLIANCE

RESOLUTION NO. 2021 – 009

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY CLEAN ENERGY ALLIANCE (VCE)
APPROVING THE FIRST AMENDMENT TO THE WESTLANDS SOLAR PARK POWER PURCHASE
AGREEMENT (PPA) AND AUTHORIZING INTERIM GENERAL MANAGER TO EXECUTE THE
AMENDMENT**

WHEREAS, the Valley Clean Energy Alliance (“VCE”) is a joint powers agency established under the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”), and pursuant to a Joint Exercise of Powers Agreement Relating to and Creating the Valley Clean Energy Alliance between the County of Yolo (“County”), the City of Davis (“Davis”), the City of Woodland and the City of Winters (“Cities”) (the “JPA Agreement”), to collectively study, promote, develop, conduct, operate, and manage energy programs;

WHEREAS, on February 13, 2020, the Board of Directors of the Valley Clean Energy Alliance approved Resolution 2020-007, authorizing VCE to enter into a PPA with Aquamarine Westside, LLC; and,

WHEREAS, the developer’s lenders are requesting several modifications to the PPA in order to finalize the financing package, including force majeure and buyer’s liability provisions.

NOW, THEREFORE, the Board of Directors of the Valley Clean Energy Alliance resolves as follows:

1. The Board hereby approves and authorizes the Interim General Manager to execute the first amendment to the Westlands Solar Park PPA in the form attached hereto on behalf of VCE. The Interim General Manager, in consultation with General Counsel, may make minor changes to this First Amendment provided that the terms described in the Staff Report for this First Amendment are not modified as to time or cost to VCE.

PASSED, APPROVED, AND ADOPTED, at a regular meeting of the Valley Clean Energy Alliance, held on the 8th day of April 2021, by the following vote:

AYES: Carson, Loren, Saylor, Frerichs, Cowan, Sandy, Vega

NOES: None

ABSENT: Stallard

ABSTAIN: None



Dan Carson, VCE Chair



Alisa M. Lembke, VCE Board Secretary

Attachment A: First Amendment to Power Purchase Agreement

Attachment A

**First Amendment to Power Purchase Agreement
with Aquamarine Westside, LLC**

FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

This First Amendment to the Westlands Solar Park Power Purchase Agreement (this “*First Amendment*”), dated as of 4/8/21 (the “**Amendment Date**”), is made and entered into by and among Aquamarine Westside, LLC, a Delaware limited liability company (“*Seller*”) and Valley Clean Energy Alliance, a California Joint Powers Authority (“*Buyer*”). Seller and Buyer are each referred to as a “*Party*” and collectively referred to as the “*Parties*.” Capitalized terms used but not defined in this First Amendment shall have the meanings given to such terms in the PPA (as hereinafter defined).

WHEREAS, Seller and Buyer have entered into, and desire to amend as set forth below, that certain Westlands Solar Park Power Purchase Agreement dated as of February 14, 2020 (the “*PPA*”);

WHEREAS, the Parties desire to amend certain matters as more specifically set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Amendments to the PPA.** Notwithstanding anything to the contrary in the PPA, the Parties agree that the following amendments to the PPA are made effective as of the Amendment Date:

(a) The definition of “Force Majeure Event” appearing in Section 1.1 of the PPA is hereby deleted and replaced with the following:

“*Force Majeure Event*” means:

(a) any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “*Force Majeure Event*” does not include (i) economic conditions or changes in Law that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including an increase in component or compliance costs for any reason, including foreign or domestic tariffs, Buyer’s ability to buy Product at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) a Buyer Curtailment Order, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility, including the lack of wind, sun or other fuel source of an inherently intermittent nature, except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure, except if such equipment failure is caused by a Force Majeure Event; or (viii) any action or inaction by any third party, including Transmission Provider, that delays or prevents the approval, construction or placement in service of any of Seller’s Interconnection Facilities, except to the extent caused by a Force Majeure Event.

(b) The following shall be added as new definitions to Section 1.1 of the PPA:

“*Final TE Contribution Date*” means the date that is the earlier of (i) the date that the Tax Equity Investor has made its final equity capital contribution in connection with the completion of construction of the Facility and (ii) March 31, 2022.”

(c) The PPA shall be amended by adding the following as a new Section 2.6(c):

“(c) Seller shall provide notice to Buyer of the Final TE Contribution Date within five (5) Business Days after the occurrence of the Final TE Contribution Date.”

(d) Section 2.5(f) of the PPA is hereby amended by adding after “October 30, 2021” the following phrase: “after giving effect to all Permitted Extensions and which shall be extended, on a day-for-day basis, for every [REDACTED] that Seller pays to Buyer as Daily Delay Damages pursuant to Section 2.5(e)” at the end thereof.

(e) The definition of “*Losses*” appearing in Section 1.1 of the PPA is hereby amended by deleting the last sentence of such definition in its entirety.

(f) Section 2.10(d)(i) of the PPA is hereby amended by adding the phrase “or IDS” immediately after “FCDS”.

(g) Section 3.4(c)(i) of the PPA is hereby amended by deleting the following phrase in its entirety, “which shall in no event”, and inserting the phrase, “which in the case of an Event of Default occurring on or after the Final TE Contribution Date shall not” in lieu thereof.

(h) Section 5.4(a) of the PPA is hereby amended by deleting the phrase “, on or before April 21, 2021,”.

(i) Exhibit B to the PPA is hereby amended and restated by deleting Exhibit B in its entirety and replacing it with Annex I attached hereto.¹

(j) Section 8.5 of the PPA is hereby deleted and replaced with the following:

“8.5 ***Force Majeure.***

(a) No Liability If a Force Majeure Event Occurs. Except as provided in Section 8.5(c), neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party’s performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

(b) Notice. In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (i) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (ii) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; provided, a Party’s failure to give timely Notice shall not affect such Party’s ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

(c) Termination Following Force Majeure Event. If a Force Majeure Event has occurred after the Commercial Operation Date that has caused either Party to be wholly or partially unable to perform its obligations hereunder in any material respect, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then either Party may terminate this Agreement upon written Notice to the other Party. Upon any such termination, neither Party shall have any liability to the other Party, save and except for

¹ Note to Parties: Exhibit B (description of the Facility) to be provided.

those obligations which survive termination of this Agreement specified in Section 8.10, and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.”

2. **Confirmation.** Except as otherwise provided herein, the provisions of the PPA shall remain in full force and effect in accordance with their respective terms following the execution of this First Amendment.

3. **Conflicts.** Section 1 of this First Amendment amends the terms and conditions of the PPA. If any provision of this First Amendment is construed to conflict with any provision of the PPA (except as otherwise expressly provided in this First Amendment), the provisions of this First Amendment shall be deemed controlling to the extent of that conflict.

4. **Entire Agreement.** This First Amendment, the PPA and the Exhibits to the PPA collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof or thereof except as specifically set forth herein or therein.

5. **Choice of Law.** This First Amendment and any claim, controversy or dispute arising under or related to this First Amendment or the transactions contemplated hereby or the rights, duties and relationship of the parties hereto and thereto, shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding any conflicts of law, rule or principle that might refer construction of provisions to the Laws of another jurisdiction.

6. **Amendment.** This First Amendment may be amended, restated, supplemented or otherwise modified only by an instrument in writing executed by all Parties specifically referring to the terms to be amended, restated, supplemented and/or modified and expressly identified as an amendment, restatement, supplement or modification.

7. **Counterparts.** This First Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment as of the date first written above.

SELLER:

AQUAMARINE WESTSIDE, LLC,
a Delaware limited liability company

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal stroke extending to the right.

By: _____
Name: David Thompson
Title: Vice President and CFO

BUYER:

VALLEY CLEAN ENERGY ALLIANCE,
a California Joint Powers Authority

By:  _____

Name: Mitch Sears

Title: Interim General Manager

EXHIBIT B

DESCRIPTION OF FACILITY

1. Facility name:

Aquamarine Solar

2. Facility location:

The Facility is located just south of the intersection of South Avenal Cutoff & 25th Avenue in Kings County, in the State of California

3. Technology type:

Solar photovoltaic

4. Interconnection Point of Facility:

The Facility's Interconnection Point shall be Gates 230 kV, which is the point of first interconnection of the Facility with the CAISO Controlled Grid

5. Service territory of the Facility:

Pacific Gas & Electric Company

6. Description of Facility equipment:

The Facility is a solar photovoltaic power generation facility and high-voltage substation with capacity of 250 MW (AC) measured at the Point of Interconnection. The Facility consists of two (2) main power transformers, eighty-eight (88) skids (each include inverters and a medium voltage transformer) with a power rating of 3.28 MVA each, and approximately eight hundred thirty-eight thousand six hundred and fifty-one (838,651) monofacial solar modules mounted to horizontal single-axis trackers with a total power rating of 325.399± MW (DC).

7. Description of Site:

The Aquamarine solar project is located along 25th avenue south of Avenal Cutoff Road in Kings County, CA. The site will encompass between 1,825-2,000 acres of drainage impaired farm ground that pursuant to approved CUP 17-04 in Kings County, CA using the address 24999 Laurel Avenue, Stratford, CA.

8. Maps:

The Facility is identified in the following map:

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Name: David Thompson
Title: Vice President and CFO

BUYER:

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a California Joint Powers Authority

By:  _____

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Title: Interim General Manager

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