

First Amendment to

The Northern and Central California SunShot Alliance Teaming Agreement

THIS FIRST AMENDMENT ("First Amendment"), dated September 20, 2016 by and between all Team Members and the Team Lead, Pacific Gas and Electric Company ("PG&E"), a California corporation. Team Members and PG&E may individually be referred to as "Party" and collectively as the "Parties".

RECITALS

- A. WHEREAS, the Team Members and PG&E entered into the Northern and Central California SunShot Alliance Teaming Agreement ("Original Agreement"), for the Northern and Central California SunShot Alliance ("NCCSA") team.
- B. WHEREAS, section 4.a of the Original Agreement provided that the parties would amend that section to define the allocation of any prizes, as defined in *Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules* document.
- C. WHEREAS, the Team Members and PG&E have now agreed to a methodology for allocating any Prizes as defined in Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules document.

AMENDMENT

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed that:

1. Section 4.a of the Original Agreement is hereby amended to read as follows:

"4. PRIZE ALLOCATION

In the event the NCCSA team is awarded one of the prizes set forth in Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules document, then the prizes will be allocated among the Team Members that fall into the Local Jurisdiction category, as follows:

(a) Main Prizes

In the event that the NCCSA team wins either the \$3,000,000 first prize or the \$1,000,000 second prize, the prizes will be allocated, as agreed to by Team Members that have signed the Original Agreement on or before January 19, 2016 ("Initial Team Members"), among all Team Members that fall into the Local Jurisdiction category as follows:

	Percentage	First Prize	Second Prize
Total	100%	3,000,000	1,000,000
Fixed amount to be allocated equally among each of the Local Jurisdiction Team Members	45%	1,350,000	450,000
Contribution to team, ¹ fixed amount to be allocated among the Local Jurisdiction Team Members on a pro-rata basis based upon the their individual contributions	45%	1,350,000	450,000
Most Improved Cycle Time, ² fixed amount to be allocated to the Local Jurisdiction Team Member with the most improved cycle time	5%	150,000	50,000
Most Consistently Lowest Average Time, ³ fixed amount to be allocated to the Local Jurisdiction Team Member with the lowest average time	5%	150,000	50,000

(b) Change Prize

In the event that the NCCSA team wins a change prize, then the prizes will be allocated among all Team Members that fall into the Local Jurisdiction category that signed the Original Agreement on or before March 21, 2016, as follows:

	Percentage	Change Prize
Total	100%	100,000
Fixed amount to be allocated equally among each of the Team Members that fall into the Local Jurisdiction category	50%	50,000
Contribution to team ¹	50%	50,000

2. Except as amended above, the terms and conditions of the Original Agreement shall continue in full force and effect except as expressly agreed to in this First Amendment.”

¹ "Contribution to team" is defined as the amount that a Team Member that falls into the Local Jurisdiction category contributes to the NCCSA point total, as defined by the Department of Energy scoring guidelines detailed in the table below:

Periods (in days)	0-7	8-14	15 – 21	22 – 28	29 – 35	36 – 42	43 – 49	50 – 56
Percentage of MW Counted	100%	91%	83%	75%	68%	62%	56%	51%

In addition, to control for differences due to performance by other Team Members, an average for installation start following building permit issuance, installation time, time to submit interconnection application following inspection, and time to issue the permission to operate will be applied to each Initial Party's time to issue a building permit and time to inspection.

² "Most Improved Cycle Time" is defined as the largest percentage decrease in the combination of the receipt of permit application to the issuance of the permit, plus the receipt of the inspection request to the completed inspection.

³ "Most Consistently Lowest Average Time" is defined as the Local Jurisdiction Team Member that, at the issuance of quarterly reports, has the lowest average time in the most reports.”

IN WITNESS WHEREOF, the Parties have caused one original of this First Amendment to be executed by their duly authorized representatives. This First Amendment is effective as of the date of the Party's signature.

Party Name: City of Salinas

Party Role(s) (as defined in this Agreement): Local Jurisdiction

Signature: _____

Name: Ray Corpuz

Title: City Manager

Date: _____