First Amendment to

The Northern and Central California SunShot Alliance Teaming Agreement

THIS FIRST AMENDMENT ("First Amendment"), dated Monday April 25th, 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 pursuant to which the Prize Allocation would be determined pursuant to Section 4.a.
- B. WHEREAS, the Team Members and PG&E subsequently agreed on 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:

The following provision will replace Section 4.a of the Northern and Central California SunShot Alliance Teaming Agreement.

"4. PRIZE ALLOCATION

a. This First Amendment allocates the Prizes as defined in Section 3The Prizes of the SunShot Prize Race of 7-Day Solar Official Rules document. The initial team members, those who signed the Teaming Agreement on or before January 19, 2016, have decided that the prize money will be divided as follows:

(1) Main Prize

In the event that the Northern and Central California SunShot Alliance ("NCCSA") wins either the \$3,000,000 first prize or the \$1,000,000 second prize, team members agree to the following allocation of winnings:

	Percentage	First Prize	Second Prize	
Total	100%	3,000,000	1,000,000	
Fixed Amount (Same for each jurisdiction)	45%	1,350,000	450,000	

	Contribution to team ¹	45%	1,350,000	450,000	
	Most Improved Cycle Time ²	5%	150,000	50,000	
ì	Most Consistently Lowest Average Time ³	5%	150,000	50,000	

(2) Change Prize

Jurisdictions that have signed up as of March 21, 2016 only will partake in the change prize, to be allocated in the following manner:

	Percentage	
Total	100%	100,000
Fixed Amount (Same for each jurisdiction)	50%	50,000
Contribution to team ¹	50%	50,000

¹ "Contribution to team" is defined as the amount that a jurisdiction 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 jurisdiction'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 jurisdiction that, at the issuance of quarterly reports, has the lowest average time in the most reports."

The terms and conditions of the Northern and Central California SunShot Alliance Teaming Agreement shall continue in full force and effect except as expressly agreed to in this First Amendment.

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 Stockton

Party Role(s) (as defined in Section 2.C of this Agreement): 2.C.V. Local Jurisdiction

Signature:

Name: Carl Hefner

Title: CDD Deputy Director, Building Official

Date: Monday April 25th, 2016