

Exhibit C

Performance Guarantee Agreement

between

SunPower Corporation, Systems

and

San Jose - Evergreen Community College District

**PERFORMANCE GUARANTEE AGREEMENT
PERFORMANCE GUARANTEE PARAMETERS AND ENERGY OUTPUT DATA**

1. Term: The Performance Guarantee Start Date for each System is the day the California Solar Initiative incentive payment accrual begins. The Performance Guarantee will remain in effect for fifteen (15) years.
2. The termination provisions in the O&M Agreement as described in Exhibit B shall alter the enforceability of the Performance Guarantee, as indicated in those termination provisions.
3. Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:
 - (a) maintain an Operations & Maintenance Agreement with SunPower for the System;
 - (b) grant reasonable access to the System by SunPower personnel and representatives;
 - (c) not modify, alter, shade, damage, service, or repair, without SunPower's prior written approval, any part of the System, the supporting structure for the System (including building roof, if applicable), or the associated wiring.

4. Definitions:

Actual Generation means, for each Guarantee Year during the Term, a System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as calculated herein and detailed for each System.

Avoided Energy Price per kWh for each Guarantee Year, as set forth in Attachment C, and for each constituent month thereof, is an

estimate of the average monetary value of each kilowatt-hour of electricity produced by a particular System, which value is based on (a) the applicable utility electricity rates and tariffs in effect on the date of execution of this Contract, escalated each successive year of the Performance Guarantee by 3%, plus (b) any applicable Incentive Rate.

DAS or Data Acquisition System, and detailed for each System means SunPower's system that displays historical meteorological and production data over an internet connection and consists of hardware located on-site and software housed on SunPower's DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Sites: actual AC electricity production of the System each Site (in kWh), solar irradiance (in W/m²), temperature (in °C), and wind speed (in meters per second).

Expected Energy Production means, for a specified Guarantee Year and based on a Typical Meteorological Year, the kilowatt-hours set forth for each System in the applicable Attachment B for each System.

Guarantee Year means each consecutive year during the Term.

Guaranteed Level is 95% of the SEAMC.

Incentive Rate means the performance-based solar incentive rates in effect during a given Guarantee Year, as set forth in Attachment C.

Monthly Factor, which is set forth for each calendar month in Attachment E, is the estimated ratio between (a) the monthly Utility Rate in a given year and (b) the annual Utility Rate for that same year, the latter of which is set forth in Attachment C.

Monthly Accrual for each calendar month has the meaning set forth in Number 5, below.

Monthly Percent for each calendar month, as set forth in Attachment E, is the multiplier used in determining the energy expected during a specified calendar month during that Guarantee Year.

PVSim means the software program utilized by SunPower to predict the amount of energy (kWh AC) a Solar Power System will produce in an average year which currently has the following characteristics: (1) based on PVFORM, the photovoltaic simulation software produced by Sandia National Laboratories and the US Department of Energy, (2) all photovoltaic characteristics are modeled, (3) all ancillary array losses are taken into account and (4) PVSim simulations use TMY2 from the NREL designated location nearest to each Site.

SCADA means "Supervisory Control and Data Acquisition" for the monitoring system that SunPower is providing as part of the Services.

SEAMC or Simulated Energy under Actual Meteorological Conditions means, with respect to any given period, AC Energy simulated by PVSIM using actual hourly insolation, wind speed, and air temperature as recorded by the SCADA at each Site, keeping all other inputs equal to those used when calculating SETMC.

SETMC or Simulated Energy under Typical Meteorological Conditions, with respect to any given period, AC Energy simulated by PVSIM using hourly insolation, wind speed, and air temperature data contained within the TMY2 file.

System means each separately-metered solar facility at each Site.

Term means the fifteen (15) year period that the Performance Guarantee is in effect.

True-Up Period means each consecutive five (5) year period during the fifteen (15) years of the Term. Parties agree that no payment or credit shall be issued until the end of each True-Up Period. The Parties agree that the "true-up" shall occur on the end date of each True-Up Period to determine if there has been a net under-production. Any payment owing from SunPower shall be paid after each True-Up Period within thirty (30) days of notice from the Customer of an under production.

Utility Rate means the estimated weighted-average retail rate for electricity during a given period. The weighted average retail rate reflects the average per-kWh value of the expected hour-by-hour output of the solar System during the given period in terms of avoided utility electricity purchases. For the purposes of calculating a Monthly Accrual, the Utility Rate for each Guarantee Year is set forth in Attachment C.

5. Monthly Accrual. SunPower shall calculate the Monthly Accrual for each calendar month, which may be prorated if necessary, during a Guarantee Year:

Monthly Accrual = ((Monthly Factor x Utility Rate) + Incentive Rate) x ((Expected Energy Production x Monthly Percent x Guaranteed Level x SEAMC/SETMC) – Actual Generation)

6. True-up. At the end of each True-up Period, SunPower shall provide District with a report detailing each System's Actual Production in comparison with the associated Expected Performance and with the Performance Guarantee. If the sum of the Monthly Accruals is greater than zero (0), then SunPower shall pay to Customer an amount equal to the sum of all the Monthly Accruals (a "Guarantee Payment").
7. Contract Price. In consideration of SunPower entering into this Agreement, Customer shall pay to SunPower on the Commissioning Date the sum of \$89,224 for the fifteen (15) year Performance Guarantee Agreement. These costs are included in the Contract Price and will be paid at the time of Final Completion.
8. Contingency for Equipment Failure. In the event of hardware, communication, or other failure affecting the SCADA, SunPower will make commercially reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, Actual Generation shall be adjusted to compensate for such lost data:
 - (a) Lost Energy Input Data. In lieu of lost energy input data (insolation / temperature / windspeed), SunPower will utilize such data obtained from a nearby meteorological station that SunPower monitors and selects for such purpose.
 - (b) Lost Electricity Data. In lieu of lost electricity data, SunPower will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, SunPower will simulate electricity production during the missing interval utilizing measured meteorological data and PVSIM. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Year.
9. Adjustment of Expected Generation. If, and to the extent, any of the following events results in a material change in the production of electricity by a System, Expected Generation shall be adjusted correlatively for the period of such material change:
 - a) There is structural failure in a building which failure affects the support of the System or affects the integrity of the DAS;
 - b) There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of

any federal, state or local government, local utility or public utilities commission;

- c) There is an event of Force Majeure; or
- d) There is any change in usage of or structures on the Site, or buildings at or near the Site, which affects the solar irradiance received by any portion of the System, without the prior written approval of SunPower.

The following attachments contain the values that shall be used to determine SunPower's compliance with this Performance Guarantee Agreement and to calculate any monetary payments to the District required under this Agreement.

The Parties acknowledge that the following attachments for the Systems are based on detailed calculations based on formulas embedded in Excel Worksheets that are not included in this Contract. The Parties agree that if there is an error in the data in any of these attachments for the Systems or a mutually-agreed upon change to a System design, but in no event later than the Substantial Completion Date of the Project, that the Parties shall, in good faith, meet and confer and revise these attachments, as needed, to comport with the formulas used to determine these data and to, when required, amend this Contract to reflect the correct and revised data. Additionally, the Parties acknowledge and agree that the following attachments for the Systems are based upon expected Incentive Rates and, should the actual Incentive Rates be lower or higher than the expected Incentive Rates, the Parties shall, in good faith, revise these attachments and/or the cost of this Performance Guarantee, to reflect the actual Incentive Rates and associated cost of this Performance Guarantee.

IN WITNESS WHEREOF, SunPower and Customer have executed this Agreement.

SUNPOWER: SUNPOWER CORPORATION, SYSTEMS, a Delaware corporation By: _____ Name: _____ Title: _____	CUSTOMER: San Jose - Evergreen Community College District, a California Community College District By: _____ Name: _____ Title: _____
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The projected System energy output used in the following attachments is based upon the Systems shown in Exhibit A of this Contract. The projected System energy output may be adjusted if changes to the scope of Work are made subsequent to execution of this Contract.

ATTACHMENT A: SOLAR POWER SYSTEM

Solar Power System Name and Solar Agreement	Solar Power System Location/Address
Evergreen Community College	3095 Yerba Buena Road, San Jose, CA 95135

ATTACHMENT B: EXPECTED ENERGY

Guarantee Year	Annual kWh
1	2,224,822
2	2,213,698
3	2,202,629
4	2,191,616
5	2,180,658
6	2,169,755
7	2,158,906
8	2,148,112
9	2,137,371
10	2,126,684
11	2,116,051
12	2,105,470
13	2,094,943
14	2,084,468
15	2,074,046
Total	32,229,230

ATTACHMENT C: AVOIDED ENERGY PRICE

Guarantee Year	Utility Price per kWh	Incentive Price per kWh	Avoided Energy Price per kWh
1	\$0.102	\$0.19	\$0.292
2	\$0.105	\$0.19	\$0.295
3	\$0.108	\$0.19	\$0.298
4	\$0.112	\$0.19	\$0.302
5	\$0.115	\$0.19	\$0.305
6	\$0.118		\$0.118
7	\$0.122		\$0.122
8	\$0.126		\$0.126
9	\$0.129		\$0.129
10	\$0.133		\$0.133
11	\$0.137		\$0.137
12	\$0.141		\$0.141
13	\$0.145		\$0.145
14	\$0.150		\$0.150
15	\$0.154		\$0.154

ATTACHMENT D: TYPICAL SOLAR INSOLATION AND AC ENERGY

Month	Typical Monthly Solar Insolation (kWh/m²/day)	Typical Monthly AC Energy (kWh)
Jan	2.25	93,331
Feb	2.95	109,659
Mar	3.45	128,875
Apr	6.07	231,830
May	7.31	284,035
Jun	8.10	303,856
Jul	7.72	289,072
Aug	6.93	246,957
Sep	5.67	189,525
Oct	4.07	148,374
Nov	2.70	108,263
Dec	2.17	91,045
Annual	4.96	2,224,822

ATTACHMENT E: MONTHLY FACTORS

Month	SETMC (kWh)	Monthly (%)	Monthly Factor
Jan	93,331	4.19%	82.54%
Feb	109,659	4.93%	82.40%
Mar	128,875	5.79%	82.75%
Apr	231,830	10.42%	82.30%
May	284,035	12.77%	109.28%
Jun	303,856	13.66%	107.59%
Jul	289,072	12.99%	107.82%
Aug	246,957	11.10%	110.12%
Sep	189,525	8.52%	111.05%
Oct	148,374	6.67%	110.49%
Nov	108,263	4.87%	82.49%
Dec	91,045	4.09%	82.76%
Annual	2,224,822	100%	