

EXHIBIT A

BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) dated _____, 2020, (“Effective Date”) is executed by MFP CO II, LLC, a Colorado limited liability company (the “Seller”), and Contra Costa County, a political subdivision of the State of California (the “Buyer”). All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Third Amendment (“Amendment”) to the Contra Costa County Power Purchase Agreement [Non-New Markets Tax Credit Project Sites], inclusive of all prior amendments thereto and assignments thereof executed by Buyer and Seller herewith (said agreement, the Amendment, all prior amendments to said agreement, and any prior assignments of said agreement collectively referred to as the “Agreement”).

1. Effective upon both (1) the Buyer’s delivery to Seller of the full-executed Amendment and this fully-executed Bill of Sale, and (2) the Buyer’s payment to Seller of the Purchase Price in accordance with the Amendment, all of the Seller’s right, title, and interest in the Purchased Assets shall vest in the Buyer in accordance with the terms hereof. If requested by the Buyer, the Seller shall provide the Buyer operation and maintenance manuals for the Purchased Assets, in accordance with Section 2(c) of the Agreement.

2. Effective upon the satisfaction of Buyer’s obligations under Section 1, Seller hereby sells, assigns, transfers, delivers, and conveys to the Buyer, its successors and assigns, to have and to hold forever, and the Buyer shall acquire from Seller, all of the Seller’s right, title, and interest in and to the Purchased Assets, free and clear of any Liens, securities, mortgages, pledges, charges, encumbrances, debts, obligations, and liabilities. Seller shall have no further right, title, interest, or obligation in or with respect to the Purchased Assets.

3. This Bill of Sale is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and in accordance with, the Agreement, and nothing contained in this Bill of Sale shall be deemed to modify any of the provisions of the Agreement, nor shall anything in this Bill of Sale be deemed to modify, expand, or enlarge any of the rights or obligations of the Seller or Buyer under the Agreement.

4. Nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by the Buyer of any liabilities of the Seller.

5. The terms and provisions of this Bill of Sale are intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing expressed or implied in this Bill of Sale is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Bill of Sale.

6. In the event that any provision of this Bill of Sale shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Bill of Sale.

7. This Bill of Sale and any disputes hereunder shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

8. This Bill of Sale may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same instrument. An executed counterpart of this Bill of Sale delivered in accordance with the terms of the Amendment shall be deemed to be an original and shall be as effective for all purposes as delivery of a manually executed counterpart.

9. No amendment or modification of this instrument or any provision hereof shall be valid or effective unless in writing and signed by the Seller and the Buyer.

10. The undersigned represent and warrant that they are authorized to execute this Bill of Sale on behalf of the Parties.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Bill of Sale to be duly executed as of and on the Effective Date.

MFP CO II, LLC

By: _____

Name: Brian Cassutt

Title: Chief Financial Officer

By: _____

Name: Woody Rubin

Title: President

:

ACCEPTED:
CONTRA COSTA COUNTY

By: _____

Name: Brian M. Balbas

Title: Public Works Director

Attachment 1

Purchased Assets

1. Generating Facility (as defined in the Agreement) as described below

Exhibit 2--Description of Generating Facilities	
Site Name	Oak Park Blvd Library
System Information:	
PV Module Manufacturer and Model	Astronergy CHSM 6610
Count	429
Tilt	10 Deg.
Tracking	No
Combined Generating Capacity (kW DC)	98.7
Inverter Make and Model	PVP100
Number of Inverter(s)	1
Racking Manufacturer	Sunlink
Racking Equipment	Ballasted
S-5 Connectors	No
Ballasted (Yes/No)	Yes

2. The warranties listed on Schedule 23.1 of the Construction Agreement between Main Street Power Company, Inc. and Taber Construction, Inc., dated August 30, 2011, as pertain to the installation of the Generating Facility above.

Attachment 2

Termination Payment Calculation

System Capacity (w)	98,670
Termination Rate (\$/w)	\$3.44
Subtotal	\$339,424.80
Discount	(\$10,000.00)
Total Termination Amount	\$329,424.80