

<b>DOCKETED</b>	
<b>Docket Number:</b>	23-OPT-02
<b>Project Title:</b>	Darden Clean Energy Project
<b>TN #:</b>	263949
<b>Document Title:</b>	Donation Agreement with Cantua Elementary School
<b>Description:</b>	Community Benefits Agreement between Intersect Power and Cantua Elementary School
<b>Filer:</b>	Becky Moores
<b>Organization:</b>	Intersect Power
<b>Submitter Role:</b>	Applicant
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<b>Docketed Date:</b>	6/4/2025

## Donation Agreement

This Donation of Goods Agreement, dated as of May 23, 2025 (this "**Agreement**"), is entered between IP Darden I, LLC, a Delaware limited liability company ("**Donor**"), and Golden Plains Unified School District, for the benefit of Cantua Creek Elementary School, a California public school, ("**Recipient**," and together with Donor, the "**Parties**," and each, a "**Party**").

### RECITALS

- A. Donor, by and through its Affiliate (as the term is defined below) Intersect Power, LLC, is in the business of developing and operating renewable energy projects. Donor is a solar project and is partially and indirectly owned by Intersect Power, LLC.
- B. Recipient is an elementary school in Cantua Creek, California and is offering an after-school piano program; and
- C. Donor desires to make two charitable contributions to Recipient, and Recipient desires to accept said contribution for the benefit of its charitable work in accordance with the terms and conditions agreed below.

### AGREEMENT

The Parties agree as follows:

1. Charitable Donation. All payments made under the terms of this Agreement (the "**Donation**") shall be treated as charitable donations for all purposes. It is the intent of the Parties that the Donation be made and used in compliance with all applicable federal and state laws governing donations made to charitable organizations. The Parties acknowledge that they may be required by law to report information about the Donation and each Party agrees to report such information as legally required.

2. Donation. Donor agrees to make two (2) contributions to Recipient, each in the amount of \$[REDACTED] for the 2024-2025 school year and 2025-2026 school year, to be distributed in January 2025 and January 2026, respectively. For avoidance of doubt, Donor's total contribution to Recipient under this Agreement is in the sum of \$[REDACTED]. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Donation upon the terms and conditions set forth in this Agreement and without monetary payment to the Donor. Donation will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient will determine the disposition of the Donation subject to Section 2.1.

2.1 Conditions of Use. Recipient shall use the Donation to contribute towards funding of the after-school piano program as further described in Attachment A. Recipient shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the Recipient.

2.2 Once the Donation is encumbered, expended, or otherwise committed in accordance with the conditions stated in section 2.1 above, Donor shall not attempt to recoup, recover, revoke, or otherwise cancel the Donation or any part of it. Donor agrees to be liable to Recipient in all respects for the full amount of the Donation once the Donation is expended, or any contract or other encumbrance is entered into by Recipient in reliance on the Donation.

3. Public Announcements. Donor reserves the right to make public announcements and communicate with any news or other media organizations regarding this Agreement without prior consent of, or notice to, Recipient. Recipient shall not communicate with any news or other media organizations concerning this Agreement without the prior written consent of Donor.

4. Waiver and Release. Recipient itself and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly releases, waives, and forever discharges Donor and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with this Agreement whether arising out of the negligence of Donor or Recipient or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law. “**Affiliate**” means any entity which, directly or indirectly, controls, is controlled by, or is under common control with a Party. In this definition ‘controls’ and ‘control’ mean the power by contract to direct the management and policies of an entity through the beneficial ownership of 50% or more of voting equity securities or other equivalent voting interests of the entity. In the case of Donor, (i) ‘common control’ includes only those entities that are controlled directly or indirectly by Intersect Power Holdings, LLC, and (ii) “Affiliates” (x) excludes any entity that directly or indirectly controls Intersect Power Holdings, LLC, (y) excludes any tax equity investor in a tax equity partnership, and (z) includes any project company entity owned by a tax equity partnership and managed by Donor or its Affiliate.

5. Indemnification. Recipient shall indemnify and defend Donor and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or related to any third-party claim alleging:

(a) breach or non-fulfillment of any provision of this Agreement by Recipient or Recipient's employees;

(b) any negligent or more culpable act or omission of Recipient (including any reckless or willful misconduct) in connection with the Donation;

(c) any alleged bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or culpable acts or omissions of Recipient

(including any reckless or willful misconduct); or

(d) any failure by Recipient to comply with any applicable federal, state, or local laws, regulations, or codes in connection with the Donation.

6. Limitation of Liability. **IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE DONATION, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

7. Term and Termination. The terms of this Agreement shall remain in effect indefinitely unless terminated earlier by the Parties. Donor may terminate this Agreement by providing Recipient with 5 days' advance Notice (as defined in 9), subject to section 2.2 above.

8. Notices. Any notice, demand or request (each, a "**Notice**") required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, by overnight courier, sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party's address as set forth below, as may be subsequently modified by written notice:

If to Donor:	IP Darden I, LLC c/o Intersect Power, LLC 9450 SW Gemini Drive PMB #68743 Beaverton, Oregon 97008-7105 Email: <a href="mailto:legal@intersectpower.com">legal@intersectpower.com</a>
If to Recipient:	Cantua Creek Elementary School % Golden Plains Unified School District 29288 W Clarkson Avenue Cantua Creek, CA 93608 Attention: Felipe Piedra, Superintendent of Golden Plains Unified School District and Susan Martin, Principal of Cantua Creek Elementary School

9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as

originally contemplated to the greatest extent possible.

10. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give Notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this 17, the other Party may thereafter terminate this Agreement upon 7 days' Notice.

14. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**GOLDEN PLAINS UNIFIED SCHOOL  
DISTRICT f/b/o CANTUA CREEK  
ELEMENTARY SCHOOL**

**IP DARDEN I, LLC**

By: 

Name: Felipe Piedra  
Title: Superintendent

By: \_\_\_\_\_

Name: Nicolas Spicer  
Title: Chief Operating Officer

**ATTACHMENT A**





## STEINWAY PIANO GALLERY OF FRESNO

**September 6, 2024**

### **Proposal for After-School Piano Program**

#### **Program Overview**

This proposal outlines an after-school piano program designed to offer group piano lessons to students. The program aims to develop musical skills through age-appropriate curricula, using the latest educational technology. Classes will be held on campus, providing a convenient and enriching opportunity for students to explore music.

#### **Program Details**

- **Target Group:** Students will be grouped into classes of 10 per session.
- **Curriculum:** The program will utilize a structured, age-appropriate curriculum designed to progressively build students' piano skills, with materials tailored to different age groups:
  - **TK, Kindergarten, and First Grade:** **Music for Little Mozarts** series, which introduces basic music concepts in a fun and engaging way.
  - **Third, Fourth, and Fifth Grade:** **Alfred's Basic Piano Library, Lesson Book 1A**, focusing on foundational piano techniques and music reading.
  - **Sixth, Seventh, and Eighth Grade:** **Way Cool Keyboarding, book 1**, incorporating more advanced music theory and performance techniques.
  - In addition to the standard curriculum, we will supplement lessons with popular sheet music to motivate and inspire students, particularly for recital performances.
- **Pianos:** The program will use **Roland F107 digital pianos**, which feature 88 weighted keys, three pedals, and a built-in stand. These high-quality digital pianos replicate the touch and feel of traditional acoustic pianos. Each piano will be equipped with headphones to allow students focused practice time without distractions. For recitals, we will arrange for a **grand piano** to give students the opportunity to perform on a full acoustic instrument.

- **Class Schedule:**
  - Lessons will be offered as one-hour classes, with 10 students per class.
  - Three options for participation:
    - **Option 1:** 5 days per week (100 students) – \$ [REDACTED]
    - **Option 2:** 4 days per week (80 students) – \$ [REDACTED]
    - **Option 3:** 3 days per week (60 students) – \$ [REDACTED]
- **Recitals:**
  - Two recitals will be held during the academic year: one before winter break and one before summer break. A special piano recital will be held in June to conclude the program, where students can showcase their progress on a grand piano.
- **Materials:** All necessary materials, including music books, sheet music, and lesson supplies, will be provided for the full academic year.

## Goals

By the end of the program in June 2025, students will achieve the following key goals:

- **Music Theory:**
  - Understand and apply the basics of music theory, including rhythm, note values, and key signatures.
- **Reading Music:**
  - Be able to read basic music notation in both treble and bass clefs.
- **Piano Technique:**
  - Play in 5-finger positions in the keys of C major, G major, and F major.
  - Execute basic chord progressions in these keys, gaining a foundational understanding of harmony.
- **Repertoire:**
  - Build a repertoire of at least 5 songs, demonstrating competency in music reading and performance.

These goals are designed to give students a strong foundation in both practical playing skills and theoretical understanding, preparing them for more advanced musical pursuits in the future.

## Benefits of Making Music

Making music offers students far-reaching benefits, both academically and personally:

- **Cognitive Development:** Learning music stimulates areas of the brain associated with memory, reasoning, and language skills. It improves students' abilities in other subjects such as mathematics and reading comprehension.
- **Emotional Expression:** Music provides a creative outlet for emotional expression, helping students to channel their feelings and develop emotional intelligence.
- **Discipline and Patience:** The structured learning of piano fosters discipline and patience, as students set goals and see tangible progress over time.

- **Teamwork and Social Skills:** Group piano lessons encourage collaboration, listening, and supporting peers, all of which contribute to better social skills and a sense of community.
- **Confidence Building:** Public performances during recitals help students build self-esteem and the confidence to present their work in front of an audience.
- **Stress Relief:** Playing music has been shown to reduce stress, promote relaxation, and improve overall mental well-being.

### **Program Timeline**

- **Start Date:** October 1, 2024
- **End Date:** May 30<sup>th</sup>, 2025
- **Special Event:** The program will conclude with a special piano recital on June 6<sup>th</sup>, 2025, where students will showcase the progress, they've made throughout the year.

### **Program Benefits**

- Students will receive professional instruction in a structured group setting, encouraging teamwork, discipline, and creativity.
- The program integrates modern technology to make learning engaging and accessible.
- Recitals allow students to build confidence and showcase their skills.

### **Conclusion**

This after-school piano program will be offered by **Steinway Piano Gallery of Fresno** and will take place at **Cantua Elementary School**, located at **29288 W Clarkson Ave, Cantua Creek, CA 93608**. We are confident that this program will provide students with a strong foundation in piano and music theory while fostering creativity, discipline, and personal growth. We look forward to helping students discover the joy and benefits of making music.