



## AGENDA REPORT

**Meeting Date:** November 30, 2010

**Item Number:** F-6

**To:** Honorable Mayor & City Council

**From:** Alan Schneider, Director of Project Administration

**Subject:** APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN LIGHT & POWER FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD AND INSTALLATION ASSOCIATED WITH THE POLICE DEPARTMENT, CIVIC CENTER PARKING AND PUBLIC LIBRARY BUILDINGS; AND

APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NEW RESOURCE BANK FOR LEASE OF SOLAR EQUIPMENT; AND

APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS, SUN LIGHT & POWER AND NEW RESOURCE BANK REGARDING EQUIPMENT LEASE TRANSACTION SUMMARY AND PARTIAL ASSIGNMENT; AND

APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$2,282,876 TO NEW RESOURCE BANK FOR THE EQUIPMENT LEASE

**Attachments:**

1. Agreement
2. Solar Equipment Lease
3. Equipment Lease Transaction Summary Agreement and Partial Assignment

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### **RECOMMENDATION**

Staff recommends that the "City Council move to approve an agreement with Sun Light & Power for solar photovoltaic design, construction and installation associated with the Police Department, Civic Center parking and Public Library buildings, approve a solar equipment lease with New Resource Bank for the solar photovoltaic system, and approve an equipment lease transaction summary agreement and partial assignment with New Resource Bank and Sun Light & Power", and approval of the purchase order in the amount of \$2,282,876 for the equipment lease payments.

## **INTRODUCTION**

The proposed agreements to design and install a photovoltaic energy system reflect the City's commitment to energy conservation and a comprehensive renewal energy program for City-owned buildings.

## **DISCUSSION**

Development of a Request For Proposal (RFP) identified six City buildings suitable to house a roof top photovoltaic energy system. The RFP established the basic design criteria for the photovoltaic energy systems at each site. The respondents were directed to submit a system design including installation and commissioning. In addition, the City requested financing options, such as direct purchase, leasing and Power Purchase Agreement (PPA). Furthermore, incentives and/or rebates through the California Solar Initiative (CSI), Southern California Edison and Federal Tax Grant opportunities were to be considered in presenting the economics of the project.

At the direction of the City Council, the project was presented to the Technology Committee for their review of the proposed energy technology and the 12 responses to the RFP.

Suggestions made at the Technology Committee meetings included:

- Limit the scope of the project at this time to 3 building locations to reduce the risk; prepare the City for future expectations of similar solar projects; provide the City with experience in renewable energy projects; and allow for future technology to evolve for greater efficiency at lower cost.
- Request updated proposals from a short list of three contractors utilizing the creative approach included in the initial Sun Light & Power proposal for combining 3 solar arrays connected to the Library/IT power load.
- Focus on respondents who exceed an appropriate threshold technologically and in experience and customer service. This moves the focal point on selecting a firm on the best financial deal.
- The three contractors for this final proposal selected were Sun Light & Power, DRI Energy and Petersen Dean.

Updated proposals were received from the three contractors. Sun Light & Power was the only provider to offer a "no capital cost" lease option in addition to the purchase option offered by the others. DRI Energy has the lowest total system cost, however, it would require an initial City capital outlay of \$2,039,242.

The Sun Light & Power system includes the lease financing cost in comparison to the DRI Energy or Petersen Dean proposals. The financial entity under the Sun Light & Power proposal is New Resource Bank to provide the necessary capital funds for the design and installation costs incurred by Sun Light & Power.

It is recommended that the City engage Sun Light & Power to design and construct the solar photovoltaic energy system under a solar equipment lease with New Resource Bank. The lease is an eighteen year lease in which the bank acquires the solar system from Sunlight & Power and leases it to the City. The City has the option under the lease

either to return the system at the end of the lease or buy it after either 60 months or 96 months for amounts set forth in the early buy-out option rider.

**FISCAL IMPACT**

The primary goal of the RFP process was to achieve the most cost effective solar energy system, through the most desirable financial terms for the City. \$2.64 Million is budgeted in the FY 2010-11 Capital Improvement Program (CIP), of which approximately \$2.4 Million in funding is to be provided by grants, energy savings, rebates and provider financing.

The solar equipment lease of \$2,282,876 is structured such that the lease payments are equal to or nominally more than the utility savings generated by the solar energy. Under a projected utility escalation rate of 5% annually, the utility savings plus the solar rebate (under the California Solar Initiative program) and operating expenses equals the lease payment, thereby resulting in a \$0 cash flow until the early buy-out (at year 5 or year 8). Should the utility rate escalate at a lower percentage, the energy savings would be less and consequently, a negative cash flow would occur. However, it is unlikely that rates would increase at less than 3% per year based on history and at that level of escalation the system cost would range from \$10,000 to \$50,000 during initial 8 years over the 25 year life of the system. Even in this scenario, the cumulative cost/savings over the life of the system results in a net savings.

As noted the initial lease period would result in zero or nominal cost to the City. The early buy-out at the City's option would result in a cost of \$943,397 (after year 8) or \$1,139,970 (after year 5). Various City financing options would be available to cover the early buyout cost.

  
\_\_\_\_\_  
Scott G. Miller  
Finance Approval

  
\_\_\_\_\_  
David D. Gustavson  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN  
LIGHT & POWER FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD AND  
INSTALLATION ASSOCIATED WITH THE POLICE DEPARTMENT, CIVIC  
CENTER PARKING AND PUBLIC LIBRARY BUILDINGS

NAME OF CONTRACTOR: Sun Light & Power, a California Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Patrick Ward-Seitz, Operations Director

CONTRACTOR'S ADDRESS: Sun Light & Power  
1035 Folger Ave.  
Berkeley, CA 94710

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention Alan Schneider Director of Project Administration  
David D. Gustavson, Director of Public Works &  
Transportation

COMMENCEMENT DATE: Upon Written Notice To Proceed

TERMINATION DATE: Upon completion of the Project and Acceptance of the Project  
by the City

CONSIDERATION: Not to exceed \$2,282,876 including all expenses as described  
in Exhibit C, including all sales tax;

EXHIBITS: Exhibit A: Scope of Work, Project Layout  
Exhibit B: Project Schedule  
Exhibit C: Consideration and Proposed Invoices (Schedule  
of Values)  
Exhibit D: Form of Insurance Certificate and Schedule of  
Deductibles  
Exhibit E: Sun Light & Power Warranty

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN  
LIGHT & POWER FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD AND  
INSTALLATION ASSOCIATED WITH THE POLICE DEPARTMENT, CIVIC  
CENTER PARKING AND PUBLIC LIBRARY BUILDINGS

THIS AGREEMENT (the "Agreement") is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Sun Light & Power (hereinafter called "CONTRACTOR"), a California corporation.

RECITALS

A. CITY desires to obtain services of a contractor to perform work as described in Exhibit A (the "Project") attached hereto and incorporated herein, reflecting the final design arrived at by CITY and CONTRACTOR. CONTRACTOR'S design was proposed in response to Beverly Hills Request for Proposal for a Solar Photovoltaic System, issued in May 2010, and through response to clarification, issued June 23, 2010, and through further response by CONTRACTOR, dated October 1, 2010.

B. CONTRACTOR represents that it is licensed, qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. CONTRACTOR shall perform and complete in good and workmanlike manner the Scope of Work described in Exhibit A in a manner satisfactory to CITY (the "Project"). Exhibit A reflects the most recent and final design and materials specifications as approved by the City and all specifications submitted in previous documents are no longer valid. All utility savings estimates and rebate calculations reflected in any materials submitted to CITY by CONTRACTOR are estimates only and CONTRACTOR makes no representations or warranties with respect to their accuracy. CONTRACTOR shall fully cooperate with CITY and will provide all information required of the CONTRACTOR for the grant application in connection with an application for a payment for Specified Energy Property in Lieu of Tax Credits under the American Recovery and Reinvestment Act of 2009 (the "Tax Grant").

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall perform the services in accordance with the "Project Schedule" attached hereto as Exhibit B with respect to all construction activities. CONTRACTOR makes only an estimate as to the timing of Southern California Edison issuing a Permission to Operate to CITY and makes no representation with regard to when such Permission to Operate shall issue. CONTRACTOR will not bear any penalty for delays by Southern California Edison. The Project Schedule may be extended in writing by the City Manager or his designee pursuant to the same terms and conditions of the Agreement. The Project Schedule attached hereto as part of Exhibit A is the most recent schedule and supercedes all other schedules submitted to CITY on prior dates.

The dates stated in the Project Schedule are subject to reasonable change due to events that are beyond CONTRACTOR's control, such as delays in obtaining permits, weather, acts of God, transportation issues, labor disputes, material / equipment shortages and delays, or delays caused by CITY's own actions.

### Section 3. Compensation.

#### (a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit C, attached hereto and incorporated herein.

Exhibit C incorporates the pricing, the December invoice and the subsequent proposed invoices. All proposed invoices, other than the December invoice reflect an estimate of the work to be performed within each billing period and do not obligate CONTRACTOR to deliver invoices in exactly the form as presented therein.

CONTRACTOR shall deliver on December 2, 2010 the first invoice, bearing such date, which is attached hereto as part of Exhibit C and CONTRACTOR will have ordered materials equal to such invoice at that time. CITY will provide necessary location for any delivery of materials that will occur before the end of year.

The Consideration excludes any costs associated with unforeseen physical conditions of CITY's real property, governmental planning, zoning, plan check, design review, other permit costs or structural engineering costs such as for roofing. Unless otherwise agreed upon and specified in this Agreement, the Consideration does not take into account any rebate from the State of California (the "State") that may be available to CITY. In the event that materials originally described in the Exhibit A are no longer available at the time of the build, CONTRACTOR reserves the right to reasonably substitute PV modules and/or inverter(s) to achieve equivalent or better total system wattage, subject to approval by CITY, which shall be provided within 3 business days. If, after sixty days following the date of such change order the CITY has not responded, and materials or equipment costs have increased prior to receipt of the CITY's response by CONTRACTOR, CONTRACTOR reserves the right to adjust those costs to verified market prices.

#### (b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

#### Section 4. Exclusions.

(a) New electrical service. Unless specifically included, CONTRACTOR anticipates no change to existing service panel(s) other than the addition of circuit breakers and wiring for Work. Any cost incurred for changing point of service, main switch, or electric meters will be charged as extra work in addition to the Consideration.

(b) Costs imposed by CITY's utility and government inspectors. CITY is solely responsible for paying any additional costs imposed by CITY's utility and, unless otherwise agreed, deliver checks made payable to such utility, which CONTRACTOR will then forward the utility. The Work will require inspection by governmental officials, who may determine that pre-existing conditions unrelated to the Work require correction and/or modification before the Work is approved. Such costs are outside the scope of CONTRACTOR's Scope of Work and excluded from the Consideration. Because final permit inspection approval is a requirement for receiving financial incentives from the State of California ("State"), CITY shall promptly complete at its own expense all work outside the scope of CONTRACTOR's Scope of Work that is required by governmental officials and utilities.

(c) Assumptions. CONTRACTOR's design of any solar system, its size, output and other parameters are based on information supplied by CITY and its current consumption. CONTRACTOR has no control over, and therefore is not liable for, any changes in CITY's consumption patterns or charges imposed by CITY's utility.

(d) Energy efficiency audit; proof of insurance. As a condition to receiving any financial incentives or utility interconnection, CITY *may* be required to perform and/or provide evidence of a recent energy efficiency audit and proof of insurance for the building where the Project is located. CITY shall promptly comply with any such requirements upon request and at CITY expense, as such costs are not included in the Consideration.

Section 5. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit C, attached hereto and incorporated herein.

Section 6. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

#### Section 8. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. All personnel engaged in the work shall be qualified to perform such work.

Section 10. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. The cost of any change order must be agreed to by both parties in writing.

Section 11. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 12. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the services required by this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit D, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(i) Any deductibles or self-insured retentions are hereby declared to be as reflected on Exhibit D and are hereby approved by CITY.

Section 13. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claims, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 14. Termination.

(a) City Default; Contractor Termination Rights. CONTRACTOR may terminate this Contract if the CITY breaches or defaults under this Contract, including, but not limited to, failure to timely pay undisputed amounts owed to CONTRACTOR, and shall fail to cure the same within ten (10) business days after written notice of default from CONTRACTOR.

(b) Contractor Default; City Termination Rights. CITY may terminate this Agreement if CONTRACTOR breaches the Contract and fails to cure the same within (10) business days after written notice of default from the CITY. CITY shall pay CONTRACTOR for all Work performed as of the date of such termination for cause, including overhead and profit allocable to such Work performed, less any damages incurred by the CITY as a result of the breach.

(c) Remedies. Each party shall have all the rights and remedies available at law, in equity and under this Agreement in the event of a default by the other party; however, neither party shall have any right to damages if the default is cured within the applicable cure period described in clauses (a) or (b).

Section 15. Warranties. CONTRACTOR warrants the Work as provided in the Sun Light & Power Photovoltaic System Warranty. See attached Exhibit E. CONTRACTOR disclaims all other warranties, express and implied, including the warranties of merchantability and fitness for a particular purpose. CONTRACTOR shall assign all manufacturers' warranties to CITY as they are delivered to CONTRACTOR with applicable equipment including but not limited to the Suntech Peak Power Warranty.

Section 16. Mitigation of Damages/Right to Repair. CONTRACTOR works hard to avoid disputes. In an effort to productively resolve any disputes that do arise, CITY agrees to provide CONTRACTOR written notice of any claimed defects within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. CITY's full compliance with these obligations is a condition precedent to pursuing the matter in arbitration or court against SLP, its subcontractors or suppliers. If CITY does not fully comply with these obligations, then CONTRACTOR will not be liable for any costs or damages which reasonably might have been mitigated or avoided by CITY's compliance. Nothing in this section establishes any CONTRACTOR duty or obligation beyond those provided elsewhere in this Agreement.

Section 17. Notice. Any notice, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Prevailing Wages. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONTRACTOR will be required to pay to all persons employed on the project by the CONTRACTOR sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State of California.

Section 19. Affirmative Action in Contracting Policy. CITY is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. CONTRACTOR expressly agrees to comply with the CITY's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. CONTRACTOR and every supplier of materials and services shall be an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

Section 20. Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the CONTRACTOR's sole expense.

Section 21. Licenses and Permits. Except as provided herein below, CONTRACTOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or

regulation. Costs for obtaining CITY permits required under this Agreement will be waived. All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.

Section 22. Assignment of Unfair Business Practices. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or its subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

Section 23. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) CONTRACTOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

(i) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or Class III disposal site in accordance with provisions of existing law.

(ii) Subsurface or latent physical conditions at the site differing from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Agreement.

(b) CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall be in the form of a written amendment to the Agreement.

(c) In the event that a dispute under this Section 23 arises between the CITY and CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided either by the Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

Section 24. Special Conditions.

(a) Hours of Work. All construction activity shall be performed only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. For any construction activity to be

performed after these hours or on weekends, CONTRACTOR shall obtain the written approval of the CITY's representative.

(b) Conduct of the Work. Workmen shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no loud noise, shouting or other extraneous activity that might cause disruption to staff or patrons as the case may be. The operations of described location i.e. the Police Department, the Civic Center Parking Garage and/or the Public Library. will remain open throughout the construction period except for days designated for and agreed to by CITY for delivery of materials to the roof of the Civic Center parking garage and any period of staging required.

(c) Storage will be limited to the Project area or such other area designated to the CONTRACTOR by CITY.

(d) CONTRACTOR shall have a competent representative on the Project site at all times Work is in progress. Communication given to the representative shall be binding as if given to the CONTRACTOR. CONTRACTOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the CITY's representative, with a qualified, competent replacement acceptable to the CITY's representative.

(e) CONTRACTOR shall submit schedule information to the CITY's representative for integration into the overall Project schedule. Activity information shall be of sufficient detail to ensure adequate coordination, planning and execution of the work within the Time of Performance required by the Agreement.

(f) Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the CONTRACTOR as the work progresses. The CITY may elect if required, upon written notice to the CONTRACTOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 25. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 26. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 27. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 28. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 29. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 30. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 31. Assignment of Warranties. CONTRACTOR shall promptly obtain and deliver to CITY all included warranties (including any "Manufacturers Warranties" as described in Section B of Exhibit E) on all materials and equipment, and hereby assigns them to CITY. CITY and CONTRACTOR shall cooperate with each other in CITY's enforcement of such warranties.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_, at Beverly Hills, California.

CITY:

CITY OF BEVERLY HILLS,  
a municipal corporation

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JIMMY DELSHAD

Mayor of the City of  
Beverly Hills, California

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ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

CONTRACTOR:

SUN LIGHT & POWER,  
a California corporation



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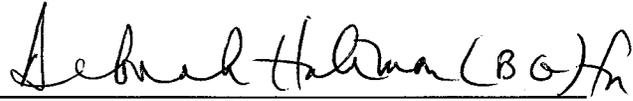
GARY GERBER  
President and CEO



SARAH ROSS WAUTERS  
Design Consultant

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



LAURENCE S. WIENER  
City Attorney

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JEFFREY KOLIN  
City Manager



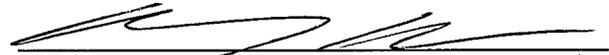
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DAVID D. GUSTAVSON  
Director of Public Works & Transportation



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ALAN SCHNEIDER  
Director of Project Administration



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KARL KIRKMAN  
Risk Manager

## EXHIBIT A



### Scope of Work

The design/build proposal by Sun Light & Power to the City of Beverly Hills consists of installing photovoltaic arrays of varying sizes on three adjacent buildings: the Main Library, the Civic Center Parking Structure, and the Police Department. These arrays will be connected to one inverter. The inverter will be tied in at the point of the Library meter and the system will offset the usage of the Library. We have based our layout (included herein) on the requests of the City to build non-penetrating, prevailing wage, turnkey system within the roof planes of various buildings. The systems will be designed to maximize the capture of sunlight to provide the greatest benefit of offsetting electricity usage by the City of Beverly Hills' Public Library within the confines, restrictions and orientation of the determined sites. The resulting system shall be a turn-key installation, CONTRACTOR has inspected the site and verified routing of conduit in cooperation with CITY employees.

### Purchase Price for Library, Parking Structure, Police Department:

<b>2,282,876.00</b>	<b>Total Capital Cost</b>
<b>448,800</b>	<b>Total System Size (DC Kilowatts)</b>
<b>390,583</b>	<b>Total System Size (AC Kilowatts)</b>

### Description of the Project and Significant Materials

**Equipment:** 1,632 Suntech STP275, Polycrystalline Module, White Backsheet  
1 SATCON PVS-500, 480V Inverter, 3 Phase  
3 DAS Locus Energy Monitoring Systems (1 per meter)  
1 Wall mounted monitor, allowing public interface with production, weather data

The description of the systems for each building follow below and are also reflected on the layout drawings.

Suntech panels were chosen for the size, reliability and market penetration of the corporation as well as because of Suntech's decision to manufacture panels in the United States. All panels paid for before the end of 2010 may be of non-US manufacture. CONTRACTOR shall make "best efforts" to utilize panels of US manufacture for panels acquired in 2011. Satcon inverters are ARRA compliant.

#### a. Site Descriptions and Design

### **i. Layout Drawings**

The Layout Drawing for the three buildings is attached is included herein. They indicate the number, brand and model of modules and of inverters. The drawings show the location of modules, but as the project is being built, on site conditions may dictate slight shifts in location.

### **ii. Locations of Panels, Inverters, Cable Routing and Connection Type**

#### **Building A – Main Library**

The Library has a vinyl roof with some wide open space. We have drawn our layout differently than the schematic provided for in the Beverly Hills Solar Photovoltaic Request for Proposal (the "RFP") in order to fit more modules. There are passage spaces between each row of modules and the ballasted system used connects the entire system together. Please see materials at the end of RFP. There are shade issues created by the elevator penthouse, the false front at the Northwest corner and the trees along Burton Way. We have not used these locations as modules installed there would underperform and would push up the cost per kilowatt hour.

#### **Building C – Police Department**

The Police Department building has a vinyl roof with limited space cut up between roof top equipment and various shade challenges. The City Hall creates shade, as does the equipment enclosure and room. We have limited the module footprints accordingly. We have oriented the panels toward the Southeast to fit as many panels as possible, and to collect early light and avoid the shade from the City Hall late in the day.

#### **Building N – Civic Center Parking**

The Civic Center Parking building is a concrete structure with parking spaces throughout. We will install panels on steel structures suspending the modules above approximately 72 parking spaces avoiding shade created by the elevator penthouse. We will utilize a sub-contractor for both the building of the steel structure holding the modules and another subcontractor for the lighting system required to light the area under the carports, as yet to be determined. Final carport design is subject to City design review. CONTRACTOR will submit the proposed design, and the CITY will approve or reject same, within 3 days of receipt of such design, and in accordance with Project schedule.

Sun Light & Power shall provide turn key code compliant carport structures with rustproof primer and 2 coats of paint. The structure design and color of the paint shall be approved by the City of Beverly Hills. The architectural submittal of the carport Structure shall be on December 9, 2010 and the City will respond with comments back by December 12, 2010.

**Receipt and storage of materials**—The City of Beverly Hills will provide storage area for Sun Light and Power's use. Sun Light and Power shall receive, inspect and secure such storage area. Sun Light and Power shall provide the necessary course of construction insurance for all materials and work. The staging and storage areas is limited to availability as determined by the Public Works

Director. Due to ongoing needs for space, the City of Beverly Hills reserves the right to request the contractor relocate their materials within 48 hours notice. The cost of relocation shall be borne by the contractor. The contractor is required to maintain storage area free from debris and screened, if requested by the City of Beverly Hills. The contractor shall not store any hazardous materials in the storage or staging area at all times.

**Hose Bibs** will be included on the roof areas of all the buildings in order to allow periodic washing of the panels. Hose bibs will be of a sufficient number to wash all installed panels. Where needed, a concrete pad will be installed for each inverter.

### **iii. Inverter Placement And Conduit Run**

CONTRACTOR shall provide two scaled and dimensioned drawings of each of two inverter locations (described below) for CITY approval, and CITY shall respond within 2 working days with a decision regarding location of the inverters. However, if structural or delivery issues dictate one location over another, CONTRACTOR shall inform CITY of the best placement and no approval will be required.

**Option A:** Placement on third floor of parking structure at South corner. This is marked on the drawings submitted at Exhibit A. If needed, concrete will be poured to make the floor of uniform height under the inverter. A chainlink fence shall be installed for security.

**Option B:** Alternative placement of inverter downstairs in parking garage next to the electrical room. Presently a janitorial supply room is positioned here. By reducing the janitorial supply cage by half, there is ample space to place the inverter directly outside the electrical room and run AC cabling into the room on the overhead cable tray. A security cage of chainlink fence would be installed to secure the inverter.

Any life safety equipment affected by placement of the inverter, such as exit signs shall be relocated.

#### **Description of Conduit Runs:**

**From Police Department to Inverter in Garage.** The conduit run from the Police Department to the Inverter will run over the side of the building into the back of the external stairwell at the southeast end of the Police Department Building. The conduit will run down inside this stairwell tucked into a corner. The conduit will cross between the Police Department Building and the parking garage underneath the pedestrian bridge and holes will be bored to pass through at either end. At the south end, the conduit will pass into the parking structure. Once on the other side it will run along the ceiling of that level over the west side parking spaces so as not to create clearance issues. The conduit will then pass up to the third floor space where the inverter is to be installed. See Exhibits A and B and C.

**From Inverter in Garage to Electrical Room.** Conduit will run from the inverter in the corner of the third floor level along the ceiling of that level to the middle of the south wall of the garage near the stairwell. It will run down a chase in the corner between a wall of the stairwell and the main wall of the building. Once it is reached the first level, it will run along an exterior wall to empty conduit found on the exterior wall of the Library underground parking. It will go through the exterior wall here, and come out within the East end of

the underground parking of the Library. It will then join a cable tray running the length of the east wall and to the electrical room. If the Inverter is placed at the garage level, then the conduit of all three arrays (police department, garage and library) will run down the chase described herein.

**From Library Array to Inverter.** This conduit will run from the Library over to the garage and will drop through the fourth story floor into the third floor placement of the inverter.

**From the Garage Arrays to the Inverter.** Multiple arrays on the top level of the garage will require running the conduit down through the floor, across the ceiling of the third level over to the inverter.

#### **iv. System Performance**

The total projected energy production of the system is calculated by taking the expected first year annual production and applying an annual degradation rate of .5%. These figures are included above. The first year estimated annual production is 639,717 for the system. We utilized the CSI calculator to estimate the first year energy production and also added some shade degradation for the police department system. As the City has not asked for a kiosk for end user interface, we have not included this in the cost, but Sun Light & Power has provided this equipment to other clients and will provide this if the City of Beverly Hills desires to have such a kiosk. The monitoring that we have included is Locus Energy. The web interface for Locus Energy can be viewed at the following URL:

<http://www.locusenergy.com/about.html>

All energy production is subject to the ultimate build, the weather in any given year, and to the maintenance performed on the system. Because of this, all estimates of production are only estimates and CONTRACTOR makes no warranty, expressed or implied, with regard to production.

#### **b. Project Schedule**

**Please see the attached Gant chart. Any portion of the schedule portraying the actions of Southern California Edison are only estimates. CONTRACTOR makes no warranties or representations, express or implied, with regard to Southern California Edison's timeliness.**

#### **c. Scope for All Buildings:**

Design all system components to be locally code compliant

Submittal of Design Drawings to City of Beverly Hills for Approval of carport design, CITY to respond within 3 days.

CONTRACTOR includes one set of corrections as required by the CITY

Secure a permit for the Solar portion of the project from the appropriate jurisdiction

Install the modules on aluminum mounting rails using aluminum clips and stainless steel hardware

Install ballasted system which will hold all modules in place up to the wind resistance standards of the City

Install the inverters and associated equipment on the roof or near the electrical room, as set forth in Response to RFP

Wire the modules per manufacture's specifications and run wiring to the inverter as required by the National Electric Code; install danger and safety signs per electrical code.

Install conduit and wire for the solar electric system up to the AC disconnect.

Install fused AC disconnect for line side point of interconnection

Commission the system; Coordinate all utility and local permit inspections; make all final connections

Install Data Acquisition System (DAS). Others to provide 120v ac power and cat-5 internet access if needed.

Customer will provide Restroom Access for the duration of installation

Permit and other associated fees are not included

Others to provide structural upgrade to buildings, if needed.

Submit all drawings and forms as required by the Authority Having Jurisdiction; including, but not limited to, CITY, and Southern California Edison.

# EXHIBIT A

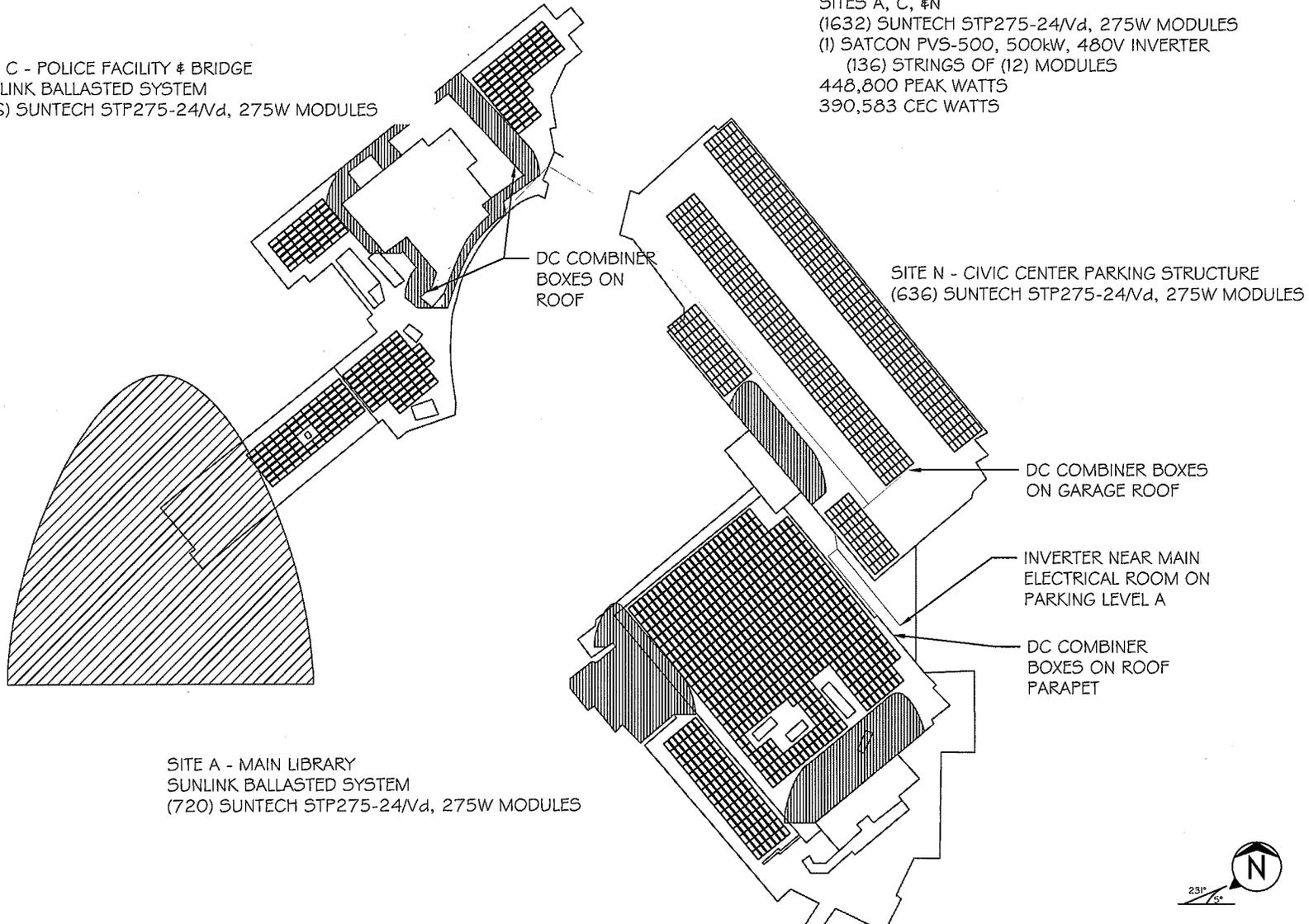


SITE C - POLICE FACILITY & BRIDGE  
 SUNLINK BALLASTED SYSTEM  
 (276) SUNTECH STP275-24/Vd, 275W MODULES

SITES A, C, & N  
 (1632) SUNTECH STP275-24/Vd, 275W MODULES  
 (1) SATCON PVS-500, 500kW, 480V INVERTER  
 (136) STRINGS OF (12) MODULES  
 448,800 PEAK WATTS  
 390,583 CEC WATTS

SITE N - CIVIC CENTER PARKING STRUCTURE  
 (636) SUNTECH STP275-24/Vd, 275W MODULES

PROJECT: BEVERLY HILLS  
 CIVIC CENTER CAMPUS  
 SITE: BEVERLY HILLS



SITE A - MAIN LIBRARY  
 SUNLINK BALLASTED SYSTEM  
 (720) SUNTECH STP275-24/Vd, 275W MODULES

DC COMBINER  
 BOXES ON  
 ROOF

DC COMBINER BOXES  
 ON GARAGE ROOF

INVERTER NEAR MAIN  
 ELECTRICAL ROOM ON  
 PARKING LEVEL A

DC COMBINER  
 BOXES ON ROOF  
 PARAPET



DATE	DESCRIPTION	DATE	DESCRIPTION
02/28/10		02/28/10	REVISION OPTION
		1.0	

PROJECT NO: #XX-XXX  
 DRAWN BY: YL  
 CHKD BY: SA: SW PM:  
THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF SUN LIGHT AND POWER AND IS NOT TO BE REPRODUCED OR DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF SUN LIGHT AND POWER. IT IS THE PROPERTY OF SUN LIGHT AND POWER AND IS TO BE KEPT IN CONFIDENTIALITY. ANY RIGHTS TO REPRODUCE, DISCLOSE OR TO MANUFACTURE, USE, OR SELL ANYTHING IN ANY MANNER, WITHOUT THE WRITTEN PERMISSION OF SUN LIGHT AND POWER IS FORBIDDEN.

SHEET TITLE:  
 SITES A, C, & N

SHEET #:  
 OPTC

SCALED FOR 1/117  
 FILE: SUP 504 - BEVERLY HILLS

**Exhibit B**

ID	Task Name	Duration	% Comple	Start	Finish	Timeline				
						November 1	January 11	March 21	10/31	12/5
1	<b>Project Schedule- North Rexford Drive, 444, Beverly Hills</b>	<b>90 days</b>	<b>0%</b>	<b>Tue 11/30/10</b>	<b>Thu 4/7/11</b>					
2										
3	<b>PRE-CONSTRUCTION</b>	<b>84 days</b>	<b>0%</b>	<b>Fri 11/19/10</b>	<b>Wed 3/23/11</b>					
4	Notice to Proceed/project assignment	0 days	0%	Fri 11/19/10	Fri 11/19/10					
5	PM: hand off meeting / USF	0 days	0%	Fri 11/19/10	Fri 11/19/10					
6	PM: site visit (or meet arch)/update design info	1 day	0%	Fri 11/19/10	Fri 11/19/10					
7	RICA: reserves rebate	10 days	0%	Fri 11/19/10	Mon 12/6/10					
8	PM tasks Eng: permit dwgs	9 days	0%	Fri 11/19/10	Fri 12/3/10					
9	PM: approve baseline schedule / USF	10 days	0%	Tue 11/30/10	Mon 12/13/10					
10	PM: Order ballasted racking	13 wks	0%	Tue 11/30/10	Thu 3/3/11					
11	PM: Order Inverter	15 wks	0%	Mon 12/6/10	Wed 3/23/11					
12	City Council Approval	0 days	0%	Mon 12/6/10	Mon 12/6/10					
13	Eng tasks PM: review permit dwgs	1 day	0%	Mon 12/6/10	Mon 12/6/10					
14	City design review design and comment	3 days	0%	Tue 12/7/10	Thu 12/9/10					
15	carport design submittal to city	0 days	0%	Thu 12/9/10	Thu 12/9/10					
16	City Approval of Carport Submittal	15 days	0%	Fri 12/10/10	Fri 12/31/10					
17	SLP Respond to City comments	3 days	0%	Fri 12/10/10	Tue 12/14/10					
18	Module Delivery 1	0 days	0%	Thu 12/16/10	Thu 12/16/10					
19	Building Dept review, permit issuance	10 days	0%	Tue 1/4/11	Mon 1/17/11					
20	TSD tasks Eng: constr dwgs / BOM	5 days	0%	Tue 1/18/11	Tue 1/25/11					
21	Order Carport Steel	3 wks	0%	Tue 1/18/11	Tue 2/8/11					
22	PM: For handoff meeting	1 day	0%	Tue 1/18/11	Tue 1/18/11					
23	PM: ORDER PARTS	1 day	0%	Wed 1/19/11	Wed 1/19/11					
24	PM: confirm parts are in/ constr dates	1 day	0%	Fri 1/28/11	Fri 1/28/11					
25										
26	<b>CONSTRUCTION</b>	<b>59 days</b>	<b>0%</b>	<b>Thu 1/27/11</b>	<b>Wed 4/20/11</b>					
27	For: conduit and wiring phase 1	15 days	0%	Thu 1/27/11	Wed 2/16/11					
28	For: install Steel (Baja)	15 days	0%	Wed 2/9/11	Tue 3/1/11					
29	For: install roof racking	22 days	0%	Fri 3/4/11	Mon 4/4/11					
30	Module Delivery 2 / Install	29 days	0%	Tue 3/8/11	Mon 4/18/11					
31	For: install inverter & wiring phase 2	10 days	0%	Thu 3/31/11	Thu 4/14/11					
32	For: commission/system metrics/invoice	2 days	0%	Tue 4/19/11	Wed 4/20/11					
33										
34	<b>POST-CONSTRUCTION</b>	<b>55 days</b>	<b>0%</b>	<b>Thu 4/21/11</b>	<b>Wed 7/6/11</b>					
35	PM: complete file / financial report / USF	2 days	0%	Thu 4/21/11	Fri 4/22/11					
36	PM tasks TSD: final inspection	5 days	0%	Mon 4/25/11	Fri 4/29/11					
37	TSD tasks RICA: grid tie	3 days	0%	Mon 5/2/11	Wed 5/4/11					
38	SCE: Permission to Operate	0 days	0%	Wed 6/29/11	Wed 6/29/11					
39	RICA tasks TSD: final walk through	5 days	0%	Thu 6/30/11	Wed 7/6/11					

Project: North Rexford Drive, 444, Beverly Hills, Schedule REV 8 nk  
 Update: Wed 11/17/10  
 Deadline to complete is 218 Days, as extended by force majeure or other delays in accordance with the Agreement. CONTRACTOR to make reasonable, diligent and good faith efforts to complete sooner.

EXHIBIT C

Total Pricing for Solar Photovoltaic System	2,282,876
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See attached proposed invoices (entitled "Schedule of Values") for the schedule of estimated payments over the period of December through June.



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Dec 2010  
 Payment request number: 01R7

Item No.	Description	Value	Percent Complete		Amount Earned			
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	0%	0%	\$0.00	\$0.00	\$0.00
2	Project Oversight & Travel	\$126,162.15	0%	0%	0%	\$0.00	\$0.00	\$0.00
3	Other / Subcontractors & Equipment Rental	\$202,432.30	0%	0%	0%	\$0.00	\$0.00	\$0.00
4	PV ballasted rack installation	\$197,276.93	0%	0%	0%	\$0.00	\$0.00	\$0.00
7	PV Module delivery	\$1,032,551.44	17%	0%	17%	\$180,489.99	\$0.00	\$180,489.99
8	PV module installation	\$79,442.14	0%	0%	0%	\$0.00	\$0.00	\$0.00
9	Deliver & Install inverters	\$236,377.13	0%	0%	0%	\$0.00	\$0.00	\$0.00
10	DC wiring from modules to inverter(s)	\$114,075.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	0%	0%	\$0.00	\$0.00	\$0.00
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>7.9063%</b>	<b>0.0000%</b>	<b>7.9063%</b>	<b>\$180,489.99</b>	<b>\$0.00</b>	<b>\$180,489.99</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>7.9063%</b>	<b>0.0000%</b>	<b>7.9063%</b>	<b>\$180,489.99</b>	<b>\$0.00</b>	<b>\$180,489.99</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$180,489.99</b>	<b>\$0.00</b>	<b>\$180,489.99</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Jan 2010  
 Payment request number: 02R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	100%	0%	100%	\$62,672.75	\$0.00	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	20%	0%	20%	\$25,232.43	\$0.00	\$25,232.43
3	Other / Subcontractors & Equipment Rental	\$202,432.30	20%	0%	20%	\$40,486.46	\$0.00	\$40,486.46
4	PV ballasted rack installation	\$197,276.93	0%	0%	0%	\$0.00	\$0.00	\$0.00
7	PV Module delivery	\$1,032,551.44	0%	17%	17%	\$0.00	\$180,489.99	\$180,489.99
8	PV module installation	\$79,442.14	0%	0%	0%	\$0.00	\$0.00	\$0.00
9	Deliver & Install inverters	\$236,377.13	0%	0%	0%	\$0.00	\$0.00	\$0.00
10	DC wiring from modules to inverter(s)	\$114,075.50	10%	0%	10%	\$11,407.55	\$0.00	\$11,407.55
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	50%	0%	50%	\$89,446.70	\$0.00	\$89,446.70
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	10.0420%	7.9063%	17.9482%	\$229,245.89	\$180,489.99	\$409,735.89
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	0.0000%	0.0000%	0.0000%	\$0.00	\$0.00	\$0.00
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	10.0420%	7.9063%	17.9482%	\$229,245.89	\$180,489.99	\$409,735.89
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					\$229,245.89	\$180,489.99	\$409,735.89

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

**SLP project name:** North Rexford Drive, 444, Beverly Hills  
**Contractor:** Sun Light & Power (510) 845-2997

**Job number:** tbd  
**SLP contract number:** tbd

**Period:** Feb 2010  
**Payment request number:** 03R7

Item No.	Description	Value	Percent Complete		Amount Earned			
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	10%	20%	30%	\$12,616.21	\$25,232.43	\$37,848.64
3	Other / Subcontractors & Equipment Rental	\$202,432.30	10%	20%	30%	\$20,243.23	\$40,486.46	\$60,729.69
4	PV ballasted rack installation	\$197,276.93	25%	0%	25%	\$49,319.23	\$0.00	\$49,319.23
7	PV Module delivery	\$1,032,551.44	0%	17%	17%	\$0.00	\$180,489.99	\$180,489.99
8	PV module installation	\$79,442.14	0%	0%	0%	\$0.00	\$0.00	\$0.00
9	Deliver & Install inverters	\$236,377.13	0%	0%	0%	\$0.00	\$0.00	\$0.00
10	DC wiring from modules to inverter(s)	\$114,075.50	10%	10%	20%	\$11,407.55	\$11,407.55	\$22,815.10
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	50%	50%	\$0.00	\$89,446.70	\$89,446.70
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>4.0995%</b>	<b>17.9482%</b>	<b>22.0477%</b>	<b>\$93,586.23</b>	<b>\$409,735.89</b>	<b>\$503,322.11</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>4.0995%</b>	<b>17.9482%</b>	<b>22.0477%</b>	<b>\$93,586.23</b>	<b>\$409,735.89</b>	<b>\$503,322.11</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$93,586.23</b>	<b>\$409,735.89</b>	<b>\$503,322.11</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

**SLP project name:** North Rexford Drive, 444, Beverly Hills  
**Contractor:** Sun Light & Power (510) 845-2997

**Job number:** tbd  
**SLP contract number:** tbd

**Period:** Mar 2010  
**Payment request number:** 04R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	30%	30%	60%	\$37,848.64	\$37,848.64	\$75,697.29
3	Other / Subcontractors & Equipment Rental	\$202,432.30	10%	30%	40%	\$20,243.23	\$60,729.69	\$80,972.92
4	PV ballasted rack installation	\$197,276.93	75%	25%	100%	\$147,957.70	\$49,319.23	\$197,276.93
7	PV Module delivery	\$1,032,551.44	83%	17%	100%	\$852,061.45	\$180,489.99	\$1,032,551.44
8	PV module installation	\$79,442.14	50%	0%	50%	\$39,721.07	\$0.00	\$39,721.07
9	Deliver & Install inverters	\$236,377.13	10%	0%	10%	\$23,637.71	\$0.00	\$23,637.71
10	DC wiring from modules to inverter(s)	\$114,075.50	30%	20%	50%	\$34,222.65	\$22,815.10	\$57,037.75
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	50%	50%	\$0.00	\$89,446.70	\$89,446.70
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>50.6244%</b>	<b>22.0477%</b>	<b>72.6721%</b>	<b>\$1,155,692.46</b>	<b>\$503,322.11</b>	<b>\$1,659,014.57</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>50.6244%</b>	<b>22.0477%</b>	<b>72.6721%</b>	<b>\$1,155,692.46</b>	<b>\$503,322.11</b>	<b>\$1,659,014.57</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					\$1,155,692.46	\$503,322.11	\$1,659,014.57

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Apr 2010  
 Payment request number: 05R7

Item No.	Description	Value	Percent Complete		Amount Earned			
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	30%	60%	90%	\$37,848.64	\$75,697.29	\$113,545.93
3	Other / Subcontractors & Equipment Rental	\$202,432.30	50%	40%	90%	\$101,216.15	\$80,972.92	\$182,189.07
4	PV ballasted rack installation	\$197,276.93	0%	100%	100%	\$0.00	\$197,276.93	\$197,276.93
7	PV Module delivery	\$1,032,551.44	0%	100%	100%	\$0.00	\$1,032,551.44	\$1,032,551.44
8	PV module installation	\$79,442.14	50%	50%	100%	\$39,721.07	\$39,721.07	\$79,442.14
9	Deliver & Install inverters	\$236,377.13	90%	10%	100%	\$212,739.42	\$23,637.71	\$236,377.13
10	DC wiring from modules to inverter(s)	\$114,075.50	50%	50%	100%	\$57,037.75	\$57,037.75	\$114,075.50
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	50%	50%	100%	\$89,446.70	\$89,446.70	\$178,893.40
12	Electrical Commissioning	\$22,828.76	90%	0%	90%	\$20,545.88	\$0.00	\$20,545.88
13	Monitoring system install & commissioning	\$30,163.50	90%	0%	90%	\$27,147.15	\$0.00	\$27,147.15
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>25.6564%</b>	<b>72.6721%</b>	<b>98.3285%</b>	<b>\$585,702.77</b>	<b>\$1,659,014.57</b>	<b>\$2,244,717.34</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>25.6564%</b>	<b>72.6721%</b>	<b>98.3285%</b>	<b>\$585,702.77</b>	<b>\$1,659,014.57</b>	<b>\$2,244,717.34</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$585,702.77</b>	<b>\$1,659,014.57</b>	<b>\$2,244,717.34</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

**SLP project name:** North Rexford Drive, 444, Beverly Hills  
**Contractor:** Sun Light & Power (510) 845-2997

**Job number:** tbd  
**SLP contract number:** tbd

**Period:** Jun 2010  
**Payment request number:** 06R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	10%	90%	100%	\$12,616.21	\$113,545.93	\$126,162.15
3	Other / Subcontractors & Equipment Rental	\$202,432.30	10%	90%	100%	\$20,243.23	\$182,189.07	\$202,432.30
4	PV ballasted rack installation	\$197,276.93	0%	100%	100%	\$0.00	\$197,276.93	\$197,276.93
7	PV Module delivery	\$1,032,551.44	0%	100%	100%	\$0.00	\$1,032,551.44	\$1,032,551.44
8	PV module installation	\$79,442.14	0%	100%	100%	\$0.00	\$79,442.14	\$79,442.14
9	Deliver & Install inverters	\$236,377.13	0%	100%	100%	\$0.00	\$236,377.13	\$236,377.13
10	DC wiring from modules to inverter(s)	\$114,075.50	0%	100%	100%	\$0.00	\$114,075.50	\$114,075.50
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	100%	100%	\$0.00	\$178,893.40	\$178,893.40
12	Electrical Commissioning	\$22,828.76	10%	90%	100%	\$2,282.88	\$20,545.88	\$22,828.76
13	Monitoring system install & commissioning	\$30,163.50	10%	90%	100%	\$3,016.35	\$27,147.15	\$30,163.50
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>1.6715%</b>	<b>98.3285%</b>	<b>100.0000%</b>	<b>\$38,158.67</b>	<b>\$2,244,717.34</b>	<b>\$2,282,876.01</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>1.6715%</b>	<b>98.3285%</b>	<b>100.0000%</b>	<b>\$38,158.67</b>	<b>\$2,244,717.34</b>	<b>\$2,282,876.01</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$38,158.67</b>	<b>\$2,244,717.34</b>	<b>\$2,282,876.01</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_

**EXHIBIT D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/30/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Jose CA Office 225 W. Santa Clara St. Suite 1150 San Jose CA 95113 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (847) 953-5390
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000045713		
<b>INSURED</b> Sun Light & Power 1035 Folger Avenue Berkeley CA 94710 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Golden Eagle Ins Corporation		10836
	INSURER B: Starr Indemnity & Liability Company		38318
	INSURER C: Zurich American Ins Co		16535
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570040317437      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			GL0596964600	10/01/2010	10/01/2011	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
A	AUTOMOBILE LIABILITY			BA 8800934	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SISIXNR01058910	10/01/2010	10/01/2011	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$10,000,000
	DEDUCTIBLE						
	RETENTION						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC596964600	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y	N/A			E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570040317437

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE	Aon Risk Insurance Services West, Inc.
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## EXHIBIT D, Cont'd

Exhibit D, Insurance cont'd

Deductibles:

Workers' Compensation	None
Commercial General Liability	\$1,000.00
Automobile	\$500.00
Excess Liability	\$10,000.00
Property	\$1,000.00

## EXHIBIT E

Contract # \_\_\_\_\_

### Sun Light & Power Full Ten-Year Warranty

#### Full Ten-Year Warranty for Components of Solar Electrical Generating System

Sun Light & Power Company ("SLP") warrants the components of this solar photovoltaic generating system and the system's installation, subject to the terms below, for a period of ten (10) years against defects in materials, system or component breakdown, degradation in electrical output of more than the degradation recited in the Manufacturers' Warranty provided by the panel manufacturer and the inverter manufacturer.

#### A. General Terms

This warranty extends to the original purchaser and to any subsequent purchasers or owners at the same location during the warranty period.

This warranty is effective from the final Permit Sign Off date for the photovoltaic generating system from the authority having jurisdiction, or the Permission To Operate letter date from PG&E or appropriate utility, whichever date is sooner.

For the purposes of this warranty, the terms "purchaser," "subsequent owner," and "purchase" include a lessee, assignee of a lease, and a lease transaction.

#### B. Covered Components

This warranty covers the following components of the photovoltaic generating system at no cost for repair or replacement of:

- Photovoltaic modules and associated mounting system(s)
- Inverter(s)
- Wiring and associated conduit
- Utility-required interconnection equipment
- Any other equipment eligible for the California State Buy-Down Program

This warranty provides for no-cost repair or replacement of the system or system components, including any associated labor during the warranty period.

This warranty does **NOT** cover electricity storage equipment such as batteries, battery cables, charge controllers, or any other equipment not specifically eligible for the California State Buy-Down Program, but does cover the installation of said equipment in situations where SLP's faulty installation of non-covered equipment affects the proper operation of the system or covered system components.

#### C. Warrantor's Duties

In the event of defect or malfunction SLP will repair or replace, without charge, defective or malfunctioning components of the generating system or faulty installation of said system as necessary to restore the system to normal functioning and electrical output, subject to the requirements in section D below.

#### D. Installation, Operation and Maintenance Requirements

This warranty **WILL NOT** apply to:

1. Damage, malfunction or degradation of electrical output caused by failure to properly operate or maintain the system in accordance with the printed instructions provided with the system;
2. Damage, malfunction or degradation of electrical output caused by any repair, replacement or reinstallation using a part or service not provided or authorized in writing by SLP;
3. Damage, malfunction or degradation of electrical output resulting from purchaser or third party abuse, accident, alteration, improper use, negligence or vandalism, or from earthquake, fire, flood, or other Acts of God.

#### E. Obtaining Warranty Service

Contact SLP at (510) 845-2997 for instructions or write to Sun Light & Power, at 1035 Folger Avenue, Berkeley, CA 94710. Include in your letter the system serial number and the dates of purchase and installation, and enclose a copy of the original sales receipt or purchase order, if possible.

## **Attachment 2**

## AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NEW RESOURCE BANK FOR LEASE OF SOLAR EQUIPMENT

This Equipment Lease ("Lease") is dated as of the date set forth at the foot hereof and is between the lessor ("Lessor") and the lessee ("Lessee") designated at the foot hereof.

Lessor and Lessee agree as follows:

**1. Lease of Equipment.** Subject to the terms of each schedule ("Schedule") now or hereafter executed by Lessor and Lessee referencing this lease and incorporated herein by reference, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment and other property (individually with all accessions, additions and replacements an "Item" and collectively "Equipment") described therein. When the Equipment has been placed in service, as evidenced by a permission to operate letter issued by the applicable utility, Lessor shall prepare and send to Lessee a certificate of acceptance ("Certificate of Acceptance") with respect thereto dated as of the date the Equipment was placed in service. If Lessee has not returned a signed Certificate of Acceptance within 14 days of Lessor's mailing of the Certificate of Acceptance to Lessee, Lessor may terminate its obligations as to the related Equipment in the manner contemplated under the applicable Schedule.

**2. Term; Rent; Other Payments.** Lessee's obligations for each Item commence at the earliest time Lessor has any interest therein and continue until Lessee has performed all of its related obligations hereunder. The lease term ends as specified in the applicable Schedule. Lessee will pay Lessor rent for an Item as directed by Lessor in the amounts and at the times set forth in the applicable Certificate of Acceptance. Other amounts required to be paid by Lessee hereunder are due upon Lessee's receipt of an invoice therefor and will be payable as directed in the invoice. Payments under this Lease may be applied to Lessee's accrued obligations to Lessor in such order as Lessor may choose. With respect to any amount not paid when due hereunder, Lessee shall pay to Lessor a late charge of \$100.00 and interest on such overdue amount at the rate of 1-1/2% per month commencing as of the date such amount is due or (b) such lesser amount as may be set by applicable law.

**3. Net Lease; No Offset.** This Lease is a net lease. Lessee's obligation to pay all rent and all other amounts payable hereunder and to perform Lessee's other obligations hereunder shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, release, counterclaim or recoupment for any reason whatsoever, it being the express intention of Lessor and Lessee that all rent and all other payments payable and all other obligations to be performed by Lessee hereunder shall be, and continue to be, payable and to be performed in all events unless the obligation to pay or perform the same shall be terminated pursuant to the express provisions of this Lease.

**4. Fair Rental Value.** Rental payments and other payments due hereunder shall be paid by Lessee in consideration of the beneficial use and possession of the Equipment during each rental period. Lessee has determined that such rental is not in excess of the fair rental value of the Equipment. In making such determination, consideration has been given to the fair market value of the Equipment, other obligations of the parties under this Lease, the uses and purposes which may be served by the Equipment and the benefits therefrom which shall accrue to Lessee and the general public. The total rent due hereunder shall be paid for and in consideration of the right to use the Equipment and in consideration of the continued right to the quiet use and enjoyment thereof during each rental period for which rent is paid.

**5. Rental Payments To Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments hereunder shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of Lessee.

**6. Covenant to Budget and Appropriate.** Lessee hereby covenants to take such action as is necessary under the Laws applicable to Lessee to budget for and include and maintain funds sufficient and available to discharge its obligation to meet all rental payments in each of its fiscal years during the lease term.

**7. Limitation of Warranties and Liability; Finance Lease Treatment Under Division 10 and Waiver of Division 10 and Similar Rights.** LESSOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF, ITS CONFORMITY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO OR TITLE THERETO, IT BEING EXPRESSLY UNDERSTOOD THAT LESSOR IS LEASING THE EQUIPMENT TO LESSEE "AS-IS". LESSOR SHALL NOT BE LIABLE FOR ANY DELAY IN DELIVERY OF THE EQUIPMENT OR ANY OTHER MATTER BEYOND LESSOR'S CONTROL NOR SHALL LESSOR IN ANY EVENT BE LIABLE FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF DIVISION 10 OF THE CALIFORNIA COMMERCIAL CODE ("DIVISION 10"), AND THUS LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT OR CONTRACTS EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT, INCLUDING ANY

**MANUFACTURER OR THIRD PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HEREBY ADVISES LESSEE TO CONTACT THE SUPPLIER OR SUPPLIERS OF THE EQUIPMENT FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE UNDER THIS LEASE OF ALL RISKS RESPECTING THE EQUIPMENT, LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR RELATED TO THE EQUIPMENT ARISING UNDER DIVISION 10 OR SIMILAR APPLICABLE LAW.**

**8. Return of Equipment.** Upon the expiration of this Lease with respect to an Item, Lessee, at its own risk and expense, shall return such Item, properly packed and crated, to Lessor, at a location designated in writing by Lessor in the condition in which such Item is required to be maintained pursuant to paragraph 10 hereof. Notwithstanding the foregoing, Lessor may require Lessee to store an Item for up to 90 days after Lease expiration at the Item's then location prior to redelivery. During the storage period, Lessee shall remain liable for all of Lessee's obligations under this Lease as to the Item other than the obligation to make rent payments. If Lessee fails to return any Item as specified herein, Lessee shall remain liable for all other obligations under this Lease and shall pay as rent for such Item 150% of the rent in effect at Lease expiration for that Item for each rental period or portion thereof during which Lessee has failed to return such Item.

**9. Taxes.** Lessee shall pay as directed by Lessor or reimburse Lessor for all taxes, fees, fines, penalties and other governmental assessments (exclusive of federal and state taxes based on Lessor's net income, unless such taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the terms of this paragraph 6) imposed on the Equipment, Lessor's purchase of the Equipment, amounts due hereunder or otherwise related to this Lease or the Equipment. To Lessor's knowledge as of the date of this Lease, the only relevant charges for which Lessee might be liable under this paragraph are sales or use taxes and ad valorem personal property tax. Returns in connection with such obligations shall, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor shall direct. If Lessee holds an exemption which would eliminate Lessor's liability as to any contemplated assessment, Lessee shall nevertheless remain liable for the amount until Lessee provides Lessor evidence of the exemption satisfactory to Lessor. Upon receipt of such evidence, Lessor will assign to Lessee any related refund claim Lessor then has and adjust its procedures prospectively if appropriate, and Lessee may, at its option, pursue any such claim.

**10. Use; Maintenance; Operation; Equipment Marking; Inspection.** Lessee agrees that each Item shall be used in a careful and proper manner and in compliance with all applicable statutes, laws, ordinances and regulations, and insurance policy, warranty and service contract requirements, shall at all times be used solely in Lessee's business, shall remain personal property regardless of its attachment to real property and shall be and remain solely in the possession and control of Lessee. Except as otherwise consented to in writing by Lessor, Lessee will keep each Item in Lessee's possession and control at the Equipment Location set forth in the applicable Certificate of Acceptance. Lessee shall, at its own cost and expense, repair and maintain each Item so as to keep it in as good condition as when delivered to Lessee, ordinary wear and tear excepted, and shall pay all costs of operation. Except as may be required by law, an insurance policy, or service contract, Lessee shall not modify any Item so as to affect its performance or make or install any accessory, equipment or device thereon which cannot be removed without causing material damage to such Item without the prior written consent of Lessor. All additions, attachments and accessories at any time made or placed upon an Item shall become part of such Item and shall be the property of Lessor. Lessee agrees, at its own cost and expense, to cause each Item to be kept numbered with the identification or serial number therefor specified in the applicable Certificate of Acceptance and agrees to mark each Item to indicate Lessor's ownership as requested by Lessor. Upon the request of Lessor, Lessee shall confirm to Lessor the location of each Item and shall, at any reasonable time, make each Item and Lessee's records pertaining thereto available to Lessor for inspection.

**11. Sublease; Liens; Assignment.** Lessee shall not without Lessor's prior written consent sublet or otherwise relinquish possession of any Item, assign any of its rights or duties hereunder, permit any other party to use any Item or create or allow any lien or encumbrance not created by or in favor of Lessor to attach to any Equipment or Lessee's rights under this Lease. Lessor or its assigns may assign, sell or encumber all or any of Lessor's interest in this Lease, the Equipment and the rent payments hereunder, and Lessee hereby consents to all such assignments and pledges. In the event of any such assignment of rental payments hereunder and written notice thereof to Lessee, Lessee agrees unconditionally to pay directly to the assignee all rent and other sums specified in the notice which are due or become due under this Lease. THE RIGHTS OF ANY ASSIGNEE OF LESSOR SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR OR ANY OTHER PARTY, AND NO ASSIGNEE SHALL ASSUME ANY OF LESSOR'S DUTIES.

**12. Insurance.** Lessee shall during the lease term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the "Casualty Value with respect to each Item which is an amount equal to the sum of all then due or past due amounts under this Lease plus the "Termination Value" set forth in the applicable Certificate of Acceptance, as of the date of Lessor's demand, or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$1,000,000 per occurrence/\$3,000,000 in the aggregate for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage to the extent required by the laws of the State, and (d) rental interruption insurance naming Lessor as loss payee, with coverage equal to the maximum total rent payments payable by Lessee under the Lease for any consecutive 24-month period and insuring against abatement of rental payments payable by Lessee resulting from Lessee's loss or beneficial use or enjoyment of the Equipment or any substantial portion thereof and caused by any and all other perils either insured or uninsured; provided that, Lessee may self-insure against \$1,000,000 of the risks described in clause (b) and \$25,000 of the risks described in clause (d). Upon written request of Lessor, Lessee shall furnish Lessor evidence of such insurance. Lessee shall not cancel or modify such insurance in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

**13. Destruction and Condemnation.** If, prior to the termination of the lease term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee shall promptly notify Lessor and Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. The decision whether to repair or replace the Equipment is Lessee's.

If Lessee replaces any Item of the Equipment (the "Replaced Equipment") pursuant to this paragraph, the replacement equipment (the "Replacement Equipment") shall be new and of a quality, type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall cause title to the Replacement Equipment to vest in Lessor free and clear of any lien or encumbrance other than the right of Lessee to the use thereof under this Lease. Lessee shall provide to Lessor any and all documents as Lessor may reasonably request in connection with replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's ownership of the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Lease.

For purposes of this Lease, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**14. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement referred to in paragraph 13, Lessee shall complete such repair, restoration, modification, improvement, or replacement and pay any costs thereof in excess of the amount of the Net Proceeds

**15. Lessor Payments.** If Lessee fails to pay any amount due hereunder or to perform any of its obligations hereunder, Lessor may, at its option but without any obligation to do so, pay such amount or perform such obligation, and Lessee shall reimburse Lessor such payment or the cost of such performance.

**16. Events of Default.** The term "Event of Default", wherever used herein, shall mean any of the following events: (a) Lessee shall fail to pay any payment of rent or other amount due hereunder within 10 business days after notice; (b) Lessee shall fail to maintain insurance for any Item as required by paragraph 10 or Lessee shall fail to return an Item as required by paragraph 5; (c) Lessee shall, or shall attempt to, remove, sell, transfer, encumber, part with possession of, assign the Lease as to or sublet any Item without Lessor's consent; (d) Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease, any agreement, document or certificate delivered by Lessee in connection herewith or any other agreement under which Lessee has obligations to Lessor and such failure shall continue for 15 days after written notice thereof from Lessor to Lessee or default under any lease, mortgage, deed of trust, land sale contract or similar instrument applicable to the realty where an Item is located; (e) any representation or warranty made by Lessee in this Lease or by Lessee or a guarantor in any document furnished by Lessee or the guarantor in connection herewith shall prove to have been incorrect in any material respect when such representation or warranty was made or given; (f) dissolution, cessation of business activities, winding up of the affairs of, or the making of a bulk sale by, Lessee or a guarantor or death or declaration of incompetency of Lessee or a guarantor, if an individual; or (g) a petition in bankruptcy or for reorganization or arrangement shall be filed by or against Lessee or a guarantor, or Lessee or a guarantor shall make an assignment for the benefit of creditors or consent to the appointment of a trustee or a receiver, or a trustee or a receiver shall be appointed for Lessee or a guarantor, or for any Item, or for a substantial part of Lessee's or a guarantor's property, and, if involuntary, such proceeding, trustee or receiver shall not be dismissed within a period of 90 days.

**17. Remedies.** Upon the occurrence of any Event of Default, Lessor may, at its option, declare this Lease to be in default by notice to such effect given to Lessee, and any time thereafter Lessor may, as Lessor in its sole discretion shall elect, as to any one or more Items (a) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover all then or past due payments and other damages, and/or (b) by notice in writing terminate this Lease, whereupon all rights of Lessee to the use of the Items shall absolutely cease and terminate and Lessee shall at its expense promptly return the Items to the possession of Lessor at such place as Lessor shall designate and in the condition required upon the return thereof pursuant to this Lease, and Lessor, at its option, may enter upon the premises where the Items are located and take immediate possession of and remove the same by self-help proceedings or otherwise. Following such termination Lessee shall pay to Lessor, on the date of Lessor's demand, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to the excess, if any, of (i) the Casualty Value of the Item over, (ii) an amount equal to the net proceeds of any sale of the Items, after deducting sale costs. Lessee shall also pay Lessor interest on the unpaid balance of the amount determined above as indicated in and at the rate set forth in paragraph 2 hereof. Lessee shall be liable for all costs, charges and expenses, including court costs, attorneys' fees, repossession costs and refurbishment expenses, incurred by Lessor by reason of the occurrence of any Event of Default, the exercise of Lessor's remedies with respect thereto or any other action related to this Lease, including any bankruptcy or insolvency proceeding. No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or modify the terms of this Lease, nor shall any single or partial exercise by Lessor of any right or remedy preclude any other or further exercise of the same or any other right or remedy. Lessor shall have no right to accelerate any rent payment or otherwise declare any rent payment or other amount payable not then in default to be immediately due and payable. Nothing herein precludes Lessor's right to seek liquidated damages as provided herein.

**18. Lessee Representations.** Lessee represents and warrants that this Lease has been, and each related document on delivery will have been, duly authorized, executed and delivered by Lessee and is or will upon execution be a valid and binding obligation of Lessee enforceable in accordance with its terms. Lessee warrants that all information furnished by Lessee or a guarantor now or hereafter is or shall be true and correct as of the date submitted to Lessor. Lessee further represents and warrants that (a) if Lessee is a corporation, limited liability company or other form of business organization, Lessee is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization, is duly qualified to do business in each jurisdiction where any Item is, or is to be, located and has full power and authority to hold property under this Lease; (b) the execution, delivery and performance by Lessee of this Lease and each related document have been duly authorized by all necessary action on the part of Lessee, do not and shall not violate any law or governmental rule, regulation or order applicable to Lessee, do not and shall not contravene any provision of, or constitute a default under, any indenture, mortgage, contract or other instrument by which Lessee is bound and are not and shall not be in violation of Lessee's articles or by-laws, if a corporation, or other organizational documents, if another form of organization; (c) no action in respect of or by any state, federal or other governmental authority or agency is required with respect to the execution, delivery and performance by Lessee of this Lease; and (d) Lessee's name and address set forth below are respectively its full and current name and principal office. Lessee will provide Lessor not less than 30 days prior notice of any change of Lessee's name, any Lessee reorganization, or any change in jurisdiction of organization or principal office.

**19. Notices.** All communications and notices provided for herein shall be in writing and shall become effective 72 hours after deposit in the United States mail, with proper postage for first-class mail prepaid, addressed to Lessor or Lessee, as appropriate, or one business day after deposit with a reputable overnight courier, at the respective address set forth below, or at such other address as Lessor or Lessee may from time to time give the other by notice given in accordance herewith. Each party shall give the other reasonable prior notice of a change in address for notices hereunder.

**20. Further Assurances.** Lessee shall promptly obtain, execute and/or deliver to Lessor such further documents, including, without limitation, financial statements, real property waivers and notices of assignment as Lessor may request to carry out the intent of this Lease. Lessee authorizes Lessor to file financing statements and related Uniform Commercial Code forms respecting the Equipment and ratifies Lessor's authority to make any such previously made filings.

**21. Civil Indemnity.** Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its agents, employees, officers and directors from and against, any and all liabilities, obligations, losses, damages, costs, actions, suits, expenses (including reasonable legal fees), disbursements and claims (including claims based upon strict liability or involving latent defects, whether or not discoverable by Lessee or Lessor, and environmental remediation and patent, trademark and copyright infringement claims) of any kind or nature whatsoever in any way relating to or arising out of this Lease or the transactions contemplated by this Lease, the rentals, receipts or earnings arising therefrom, or any Item, including the manufacture, selection, purchase, acceptance, delivery, lease, possession, use, operation, maintenance, condition, return, storage or disposition thereof, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any condition of this Lease. This indemnity includes claims related to Equipment initially listed on a Schedule but never accepted under a Certificate of Acceptance and claims related to Items arising out of events after the expiration or earlier termination of this Lease with respect thereto. This indemnity also includes any covered matter arising as a result of Lessor's execution of agreements with respect to the California Solar Initiative Program.

**22. Jury Trial Waiver; Reference.** LESSOR AND LESSEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ACTIONS RELATED TO THIS LEASE. For an action brought in California, each party shall have the right to require that all questions of fact or law be submitted to general reference pursuant to the California Code of Civil Procedure. All submitted matters will be heard by a single referee who is a retired superior court judge appointed by the court either with the parties' agreement or, if no agreement is reached, from a list of up to three retired judges each party may submit. Fees and expenses shall be shared as the parties agree or, if no agreement is reached, as the court determines is fair. Discovery will be allowed, the referee shall submit a decision containing findings of fact and legal conclusions, and the court will enter an appealable judgment consistent with the referee's decision. Nothing herein shall preclude a party from exercising self-held remedies or obtaining a repossession or other provisional or ancillary order.

**23. General Provisions.** This Lease and all agreements, covenants, representations and warranties in any other certificate or document delivered by Lessee in connection herewith shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors, assigns, personal representatives, heirs and legatees. This Lease and related Schedules, Certificates of Acceptance, and other documents constitute the entire agreement of the parties as to the leasing of the Equipment. The terms of this Lease or any such document shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by a written instrument signed by the party to be bound. All agreements, indemnities, obligations, representations and warranties in this Lease or in any document or certificate delivered pursuant hereto or in connection herewith shall survive execution and delivery of this Lease and the expiration or other termination of this Lease. Lessee acknowledges that neither any manufacturer, vendor, retailer, distributor or wholesaler whom Lessee has selected to sell the Equipment nor any lease broker with whom Lessee may have dealt is an agent, servant or employee of Lessor and that Lessor is not bound by any statement of any such party. This Lease shall be construed in accordance with, and shall be governed by, the laws of the State of California. Lessee agrees that venue for any action related to this Lease will be in an appropriate court in Los Angeles County. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be ineffective as to such jurisdiction to the extent of such prohibition or unenforceability without invalidating any other provision. Paragraph headings are solely for the convenience of the parties and are not an aid in the interpretation of this Lease. Time is of the essence of each provision of this Lease. Lessee authorizes Lessor from time to time to obtain credit agency reports and to make other inquiries respecting Lessee, including contacting trade references. Lessee further authorizes Lessor to provide such information, and to report on Lessor's business relationships

with Lessee, to others. If this Lease constitutes a financing as to an Item, Lessee will obtain and maintain title thereto and will be deemed to have granted Lessor a security interest therein under the Uniform Commercial Code. Such security interest is granted to secure performance by Lessee of Lessee's obligations to Lessor hereunder and under any other agreements under which Lessee has or may hereafter have obligations to Lessor. Lessee will ensure that such security interest will be and remain a sole and valid first lien security interest subject only to the lien of current taxes and assessments not in default but only if such taxes are entitled to priority as a matter of law. Whenever the context of this Lease requires, the singular includes the plural. If there is more than one Lessee, the liability of each is joint and several.

Lessee acknowledges Lessee has read this Lease and is aware of all of the terms hereof AND THAT IT IS NON-CANCELABLE FOR THE LEASE TERM AND MAY NOT BE PREPAID, EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE. The person executing this Lease on behalf of Lessee hereby certifies that he or she is duly authorized to do so.

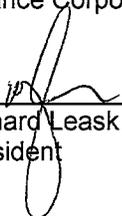
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of November 30, 2010.

**LESSOR ADDRESS:**

c/o Belvedere equipment Finance  
1250 Bayhill Drive, Suite 111  
San Bruno, CA 94066

**LESSOR**

New Resource Bank by Belvedere Equipment  
Finance Corporation as agent

  
\_\_\_\_\_  
Richard Leask  
President

**Attest:**

**LESSEE**

City of Beverly Hills, a municipal corporation

\_\_\_\_\_(SEAL)  
Byron Pope  
City Clerk

\_\_\_\_\_  
Jimmy Delshad  
Mayor of the City of Beverly Hills, California

**Approved as to form:**

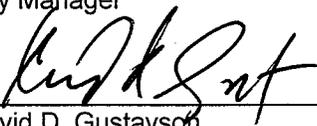
**Approved as to content:**

  
\_\_\_\_\_  
Laurence Wiener  
City Attorney

\_\_\_\_\_  
Jeffrey Kolin  
City Manager

**LESSEE ADDRESS:**

455 N. Rexford Drive  
Beverly Hills, CA 90210

  
\_\_\_\_\_  
David D. Gustavson  
Director of Public Works & Transportation

  
\_\_\_\_\_  
Alan Schneider  
Director of Project Administration

  
\_\_\_\_\_  
Karl Kirkman  
Risk Manager

## SCHEDULE 1 TO EQUIPMENT LEASE 10111501

This Schedule is executed in accordance with and is hereby integrated into and made a part of the equipment lease identified by the Master Lease Number set forth above between the parties hereto (the "Lease").

### 1. Equipment Description:

Quantity	Description	Cost
1	Solar power system as described in the attached Exhibit B.	
	<b>Total Cost:</b>	<b>\$2,282,876</b>

### 2. Equipment Location:

Address: 444 North Rexford Drive and 464 North Rexford Drive  
City: Beverly Hills  
County: Los Angeles  
State: California  
Zip code: 90210

3. **Commitment.** Lessor shall have no obligation to acquire and lease Equipment delivered to and accepted by the Lessee after July 31, 2011, unless Lessor otherwise agrees in writing. Lessor shall have no obligation to acquire and lease to Lessee any Equipment not covered by a Certificate of Acceptance signed by Lessee and received by Lessor if, (i) an Event of Default under the Lease, or an event which with the giving of notice and/or lapse of time would be an Event of Default, has occurred unless such default is cured within the applicable cure period, (ii) there has been in Lessor's reasonable sole opinion a material adverse change in (Lessee's ability to perform its obligations under the Lease, or (iii) there has been any change or proposed change in tax laws or regulations which could materially diminish Lessor's anticipated tax benefits. If Lessor terminates Lessor's obligation to acquire and lease any Equipment, Lessee shall continue to be liable under the agreement between Lessee and Sun Light & Power (the "Sun Agreement") attached as Exhibit B. Lessee shall pay any invoices received for an Item after its acceptance for purposes of the Lease. In the event the Equipment hasn't been accepted prior to the Commitment Expiration Date, Lessor will offer to extend the commitment for up to six months after the Commitment Expiration Date at then current rates, provided that there has been no material adverse change in Lessee's financial condition and that none of the other events described above has occurred.

### 4. Lease Term:

- a. **Interim Rental Term.** The interim rental term for each Item commences on the Acceptance Date set forth in the Certificate of Acceptance and terminates on the first day of the month immediately following the Acceptance Date (the *Interim Expiration Date*).
- b. **Lease Term.** The lease term for each Item commences on the Interim Expiration Date and continues for 216 months.

### 5. Rental Payments:

- a. **Interim Rent.** Lessee agrees to pay Lessor as interim rent on the Acceptance Date an amount equal to \$282.32 multiplied by the number of days from and including the Acceptance Date to but not including the Interim Expiration Date.
- c. **Rent.** Lessee agrees to pay Lessor as rent the amounts set forth in the attached Exhibit A with the first payment due on the Acceptance Date and succeeding payments due on the first day of the month following the Interim Expiration Date and the first day of each following month until a total of 216 payments have been made.

6. **Termination Value.** The Termination Value for purposes of Section 9 of the Lease shall be an amount, set forth in the applicable Certificate of Acceptance, necessary to preserve Lessor's after-tax yield with respect to the applicable Equipment.

7. **Documentation Fees.** Lessee will pay to Lessor a \$500.00 documentation fee payable on the Acceptance Date.

8. **Transaction Expenses.** Lessee and Lessor shall each pay its own expenses associated with this lease, provided that Lessee shall be responsible for any UCC and property waiver filing fees, UCC search fees, title report and lot book report costs and similar expenses incurred by Lessor in connection with the lease.

9. **Equipment Purchase:** Lessee requests Lessor to order the Equipment from the supplier or suppliers specified by Lessee to Lessor and, upon Lessor's execution hereof, Lessor agrees to order the Equipment. Lessee acknowledges that Lessor will order the Equipment pursuant to Lessor's standard purchase order. Lessee waives any interest Lessee may have in the Equipment.

10. **Lessee's Acknowledgement:** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any statement or representation concerning the leasing transaction provided to Lessee under the Equipment Lease other than as set forth in this Schedule and in the Equipment Lease.

11. **Further Conditions:**

- a. Lessee shall provide Lessor with such other documents and showings related to this leasing transaction as may be required by Lessor. The form, substance and sufficiency of all such documents and showings shall be acceptable to Lessor. Without limiting the generality of the foregoing, so long as this commitment is in effect, Lessee will provide Lessor upon written request, such financial information as Lessor reasonably requests.
- b. Lessor's purchase order to Sun Light & Power with respect to the Lease will call for a \$274,086.00 holdback (the "Vendor Reserve Account") which will be remitted to Sun Light & Power upon receipt of the Grant, after deduction of any interest owed by Lessee to Lessor with respect to progress payments and the Grant.
- c. Lessor's obligation to lease any Equipment as contemplated hereunder is further conditioned upon Lessee executing and returning to Lessor a progress payment agreement with respect to the initial Sun Agreement invoice by December 10, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of November 30, 2010.

[SEE ATTACHED SIGNATURE PAGE]

**LESSOR ADDRESS:**

c/o Belvedere equipment Finance  
1250 Bayhill Drive, Suite 111  
San Bruno, CA 94066

**LESSOR**

New Resource Bank by Belvedere Equipment  
Finance Corporation as agent

  
\_\_\_\_\_  
Richard Leask  
President

**Attest:**

**LESSEE**

City of Beverly Hills, a municipal corporation

\_\_\_\_\_  
(SEAL)  
Byron Pope  
City Clerk

\_\_\_\_\_  
Jimmy Delshad  
Mayor of the City of Beverly Hills, California

**Approved as to form:**

**Approved as to content:**

  
\_\_\_\_\_  
Laurence Wiener  
City Attorney

\_\_\_\_\_  
Jeffrey Kolin  
City Manager  
  
\_\_\_\_\_  
David D. Gustavson  
Director of Public Works & Transportation

**LESSEE ADDRESS:**

455 N. Rexford Drive  
Beverly Hills, CA 90210

  
\_\_\_\_\_  
Alan Schneider  
Director of Project Administration

  
\_\_\_\_\_  
Karl Kirkman  
Risk Manager

**EXHIBIT A**

Rent Schedule

Year	Payment
1	\$14,772
2	15,203
3	15,655
4	16,128
5	16,624
6	12,465
7	13,032
8	13,626
9	14,246
10	14,895
11	14,450
12	15,159
13	15,899
14	16,673
15	17,482
16	18,328
17	19,212
18	20,135

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN LIGHT & POWER  
FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD AND INSTALLATION ASSOCIATED  
WITH THE POLICE DEPARTMENT, CIVIC CENTER PARKING AND PUBLIC LIBRARY  
BUILDINGS

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN  
LIGHT & POWER FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD AND  
INSTALLATION ASSOCIATED WITH THE POLICE DEPARTMENT, CIVIC  
CENTER PARKING AND PUBLIC LIBRARY BUILDINGS

NAME OF CONTRACTOR: Sun Light & Power, a California Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Patrick Ward-Seitz, Operations Director

CONTRACTOR'S ADDRESS: Sun Light & Power  
1035 Folger Ave.  
Berkeley, CA 94710

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention Alan Schneider Director of Project Administration  
David D. Gustavson, Director of Public Works &  
Transportation

COMMENCEMENT DATE: Upon Written Notice To Proceed

TERMINATION DATE: Upon completion of the Project and Acceptance of the Project  
by the City

CONSIDERATION: Not to exceed \$2,282,876 including all expenses as described  
in Exhibit C, including all sales tax;

EXHIBITS: Exhibit A: Scope of Work, Project Layout  
Exhibit B: Project Schedule  
Exhibit C: Consideration and Proposed Invoices (Schedule  
of Values)  
Exhibit D: Form of Insurance Certificate and Schedule of  
Deductibles  
Exhibit E: Sun Light & Power Warranty

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN  
LIGHT & POWER FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD AND  
INSTALLATION ASSOCIATED WITH THE POLICE DEPARTMENT, CIVIC  
CENTER PARKING AND PUBLIC LIBRARY BUILDINGS

THIS AGREEMENT (the "Agreement") is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Sun Light & Power (hereinafter called "CONTRACTOR"), a California corporation.

RECITALS

A. CITY desires to obtain services of a contractor to perform work as described in Exhibit A (the "Project") attached hereto and incorporated herein, reflecting the final design arrived at by CITY and CONTRACTOR. CONTRACTOR'S design was proposed in response to Beverly Hills Request for Proposal for a Solar Photovoltaic System, issued in May 2010, and through response to clarification, issued June 23, 2010, and through further response by CONTRACTOR, dated October 1, 2010.

B. CONTRACTOR represents that it is licensed, qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. CONTRACTOR shall perform and complete in good and workmanlike manner the Scope of Work described in Exhibit A in a manner satisfactory to CITY (the "Project"). Exhibit A reflects the most recent and final design and materials specifications as approved by the City and all specifications submitted in previous documents are no longer valid. All utility savings estimates and rebate calculations reflected in any materials submitted to CITY by CONTRACTOR are estimates only and CONTRACTOR makes no representations or warranties with respect to their accuracy. CONTRACTOR shall fully cooperate with CITY and will provide all information required of the CONTRACTOR for the grant application in connection with an application for a payment for Specified Energy Property in Lieu of Tax Credits under the American Recovery and Reinvestment Act of 2009 (the "Tax Grant").

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall perform the services in accordance with the "Project Schedule" attached hereto as Exhibit B with respect to all construction activities. CONTRACTOR makes only an estimate as to the timing of Southern California Edison issuing a Permission to Operate to CITY and makes no representation with regard to when such Permission to Operate shall issue. CONTRACTOR will not bear any penalty for delays by Southern California Edison. The Project Schedule may be extended in writing by the City Manager or his designee pursuant to the same terms and conditions of the Agreement. The Project Schedule attached hereto as part of Exhibit A is the most recent schedule and supercedes all other schedules submitted to CITY on prior dates.

The dates stated in the Project Schedule are subject to reasonable change due to events that are beyond CONTRACTOR's control, such as delays in obtaining permits, weather, acts of God, transportation issues, labor disputes, material / equipment shortages and delays, or delays caused by CITY's own actions.

### Section 3. Compensation.

#### (a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit C, attached hereto and incorporated herein.

Exhibit C incorporates the pricing, the December invoice and the subsequent proposed invoices. All proposed invoices, other than the December invoice reflect an estimate of the work to be performed within each billing period and do not obligate CONTRACTOR to deliver invoices in exactly the form as presented therein.

CONTRACTOR shall deliver on December 2, 2010 the first invoice, bearing such date, which is attached hereto as part of Exhibit C and CONTRACTOR will have ordered materials equal to such invoice at that time. CITY will provide necessary location for any delivery of materials that will occur before the end of year.

The Consideration excludes any costs associated with unforeseen physical conditions of CITY's real property, governmental planning, zoning, plan check, design review, other permit costs or structural engineering costs such as for roofing. Unless otherwise agreed upon and specified in this Agreement, the Consideration does not take into account any rebate from the State of California (the "State") that may be available to CITY. In the event that materials originally described in the Exhibit A are no longer available at the time of the build, CONTRACTOR reserves the right to reasonably substitute PV modules and/or inverter(s) to achieve equivalent or better total system wattage, subject to approval by CITY, which shall be provided within 3 business days. If, after sixty days following the date of such change order the CITY has not responded, and materials or equipment costs have increased prior to receipt of the CITY's response by CONTRACTOR, CONTRACTOR reserves the right to adjust those costs to verified market prices.

#### (b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

#### Section 4. Exclusions.

(a) New electrical service. Unless specifically included, CONTRACTOR anticipates no change to existing service panel(s) other than the addition of circuit breakers and wiring for Work. Any cost incurred for changing point of service, main switch, or electric meters will be charged as extra work in addition to the Consideration.

(b) Costs imposed by CITY's utility and government inspectors. CITY is solely responsible for paying any additional costs imposed by CITY's utility and, unless otherwise agreed, deliver checks made payable to such utility, which CONTRACTOR will then forward the utility. The Work will require inspection by governmental officials, who may determine that pre-existing conditions unrelated to the Work require correction and/or modification before the Work is approved. Such costs are outside the scope of CONTRACTOR's Scope of Work and excluded from the Consideration. Because final permit inspection approval is a requirement for receiving financial incentives from the State of California ("State"), CITY shall promptly complete at its own expense all work outside the scope of CONTRACTOR's Scope of Work that is required by governmental officials and utilities.

(c) Assumptions. CONTRACTOR's design of any solar system, its size, output and other parameters are based on information supplied by CITY and its current consumption. CONTRACTOR has no control over, and therefore is not liable for, any changes in CITY's consumption patterns or charges imposed by CITY's utility.

(d) Energy efficiency audit; proof of insurance. As a condition to receiving any financial incentives or utility interconnection, CITY may be required to perform and/or provide evidence of a recent energy efficiency audit and proof of insurance for the building where the Project is located. CITY shall promptly comply with any such requirements upon request and at CITY expense, as such costs are not included in the Consideration.

Section 5. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit C, attached hereto and incorporated herein.

Section 6. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

#### Section 8. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. All personnel engaged in the work shall be qualified to perform such work.

Section 10. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. The cost of any change order must be agreed to by both parties in writing.

Section 11. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 12. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the services required by this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit D, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(i) Any deductibles or self-insured retentions are hereby declared to be as reflected on Exhibit D and are hereby approved by CITY.

Section 13. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claims, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 14. Termination.

(a) City Default; Contractor Termination Rights. CONTRACTOR may terminate this Contract if the CITY breaches or defaults under this Contract, including, but not limited to, failure to timely pay undisputed amounts owed to CONTRACTOR, and shall fail to cure the same within ten (10) business days after written notice of default from CONTRACTOR.

(b) Contractor Default; City Termination Rights. CITY may terminate this Agreement if CONTRACTOR breaches the Contract and fails to cure the same within (10) business days after written notice of default from the CITY. CITY shall pay CONTRACTOR for all Work performed as of the date of such termination for cause, including overhead and profit allocable to such Work performed, less any damages incurred by the CITY as a result of the breach.

(c) Remedies. Each party shall have all the rights and remedies available at law, in equity and under this Agreement in the event of a default by the other party; however, neither party shall have any right to damages if the default is cured within the applicable cure period described in clauses (a) or (b).

Section 15. Warranties. CONTRACTOR warrants the Work as provided in the Sun Light & Power Photovoltaic System Warranty. See attached Exhibit E. CONTRACTOR disclaims all other warranties, express and implied, including the warranties of merchantability and fitness for a particular purpose. CONTRACTOR shall assign all manufacturers' warranties to CITY as they are delivered to CONTRACTOR with applicable equipment including but not limited to the Suntech Peak Power Warranty.

Section 16. Mitigation of Damages/Right to Repair. CONTRACTOR works hard to avoid disputes. In an effort to productively resolve any disputes that do arise, CITY agrees to provide CONTRACTOR written notice of any claimed defects within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. CITY's full compliance with these obligations is a condition precedent to pursuing the matter in arbitration or court against SLP, its subcontractors or suppliers. If CITY does not fully comply with these obligations, then CONTRACTOR will not be liable for any costs or damages which reasonably might have been mitigated or avoided by CITY's compliance. Nothing in this section establishes any CONTRACTOR duty or obligation beyond those provided elsewhere in this Agreement.

Section 17. Notice. Any notice, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Prevailing Wages. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONTRACTOR will be required to pay to all persons employed on the project by the CONTRACTOR sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State of California.

Section 19. Affirmative Action in Contracting Policy. CITY is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. CONTRACTOR expressly agrees to comply with the CITY's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. CONTRACTOR and every supplier of materials and services shall be an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

Section 20. Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the CONTRACTOR's sole expense.

Section 21. Licenses and Permits. Except as provided herein below, CONTRACTOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or

regulation. Costs for obtaining CITY permits required under this Agreement will be waived. All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.

Section 22. Assignment of Unfair Business Practices. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or its subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

Section 23. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) CONTRACTOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

(i) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or Class III disposal site in accordance with provisions of existing law.

(ii) Subsurface or latent physical conditions at the site differing from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Agreement.

(b) CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall be in the form of a written amendment to the Agreement.

(c) In the event that a dispute under this Section 23 arises between the CITY and CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided either by the Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

Section 24. Special Conditions.

(a) Hours of Work. All construction activity shall be performed only between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. For any construction activity to be

performed after these hours or on weekends, CONTRACTOR shall obtain the written approval of the CITY's representative.

(b) Conduct of the Work. Workmen shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no loud noise, shouting or other extraneous activity that might cause disruption to staff or patrons as the case may be. The operations of described location i.e. the Police Department, the Civic Center Parking Garage and/or the Public Library. will remain open throughout the construction period except for days designated for and agreed to by CITY for delivery of materials to the roof of the Civic Center parking garage and any period of staging required.

(c) Storage will be limited to the Project area or such other area designated to the CONTRACTOR by CITY.

(d) CONTRACTOR shall have a competent representative on the Project site at all times Work is in progress. Communication given to the representative shall be binding as if given to the CONTRACTOR. CONTRACTOR shall immediately replace any individual who ceases to perform his duties satisfactorily, in the opinion of the CITY's representative, with a qualified, competent replacement acceptable to the CITY's representative.

(e) CONTRACTOR shall submit schedule information to the CITY's representative for integration into the overall Project schedule. Activity information shall be of sufficient detail to ensure adequate coordination, planning and execution of the work within the Time of Performance required by the Agreement.

(f) Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the CONTRACTOR as the work progresses. The CITY may elect if required, upon written notice to the CONTRACTOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

Section 25. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 26. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 27. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 28. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 29. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 30. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 31. Assignment of Warranties. CONTRACTOR shall promptly obtain and deliver to CITY all included warranties (including any "Manufacturers Warranties" as described in Section B of Exhibit E) on all materials and equipment, and hereby assigns them to CITY. CITY and CONTRACTOR shall cooperate with each other in CITY's enforcement of such warranties.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Beverly Hills, California.

CITY:

CITY OF BEVERLY HILLS,  
a municipal corporation

---

JIMMY DELSHAD

Mayor of the City of  
Beverly Hills, California

---

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

CONTRACTOR:

SUN LIGHT & POWER,  
a California corporation

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GARY GERBER  
President and CEO

SARAH ROSS WAUTERS  
Design Consultant

APPROVED AS TO FORM:

---

LAURENCE S. WIENER  
City Attorney

---

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager

---

DAVID D. GUSTAVSON  
Director of Public Works & Transportation

---

ALAN SCHNEIDER  
Director of Project Administration

---

KARL KIRKMAN  
Risk Manager

## EXHIBIT A



### Scope of Work

The design/build proposal by Sun Light & Power to the City of Beverly Hills consists of installing photovoltaic arrays of varying sizes on three adjacent buildings: the Main Library, the Civic Center Parking Structure, and the Police Department. These arrays will be connected to one inverter. The inverter will be tied in at the point of the Library meter and the system will offset the usage of the Library. We have based our layout (included herein) on the requests of the City to build non-penetrating, prevailing wage, turnkey system within the roof planes of various buildings. The systems will be designed to maximize the capture of sunlight to provide the greatest benefit of off-setting electricity usage by the City of Beverly Hills' Public Library within the confines, restrictions and orientation of the determined sites. The resulting system shall be a turn-key installation, CONTRACTOR has inspected the site and verified routing of conduit in cooperation with CITY employees.

### Purchase Price for Library, Parking Structure, Police Department:

<b>2,282,876.00</b>	<b>Total Capital Cost</b>
<b>448,800</b>	<b>Total System Size (DC Kilowatts)</b>
<b>390,583</b>	<b>Total System Size (AC Kilowatts)</b>

### Description of the Project and Significant Materials

**Equipment:** 1,632 Suntech STP275, Polycrystalline Module, White Backsheet  
1 SATCON PVS-500, 480V Inverter, 3 Phase  
3 DAS Locus Energy Monitoring Systems (1 per meter)  
1 Wall mounted monitor, allowing public interface with production, weather data

The description of the systems for each building follow below and are also reflected on the layout drawings.

Suntech panels were chosen for the size, reliability and market penetration of the corporation as well as because of Suntech's decision to manufacture panels in the United States. All panels paid for before the end of 2010 may be of non-US manufacture. CONTRACTOR shall make "best efforts" to utilize panels of US manufacture for panels acquired in 2011. Satcon inverters are ARRA compliant.

#### a. Site Descriptions and Design

### **i. Layout Drawings**

The Layout Drawing for the three buildings is attached is included herein. They indicate the number, brand and model of modules and of inverters. The drawings show the location of modules, but as the project is being built, on site conditions may dictate slight shifts in location.

### **ii. Locations of Panels, Inverters, Cable Routing and Connection Type**

#### **Building A – Main Library**

The Library has a vinyl roof with some wide open space. We have drawn our layout differently than the schematic provided for in the Beverly Hills Solar Photovoltaic Request for Proposal (the “RFP”) in order to fit more modules. There are passage spaces between each row of modules and the ballasted system used connects the entire system together. Please see materials at the end of RFP. There are shade issues created by the elevator penthouse, the false front at the Northwest corner and the trees along Burton Way. We have not used these locations as modules installed there would underperform and would push up the cost per kilowatt hour.

#### **Building C – Police Department**

The Police Department building has a vinyl roof with limited space cut up between roof top equipment and various shade challenges. The City Hall creates shade, as does the equipment enclosure and room. We have limited the module footprints accordingly. We have oriented the panels toward the Southeast to fit as many panels as possible, and to collect early light and avoid the shade from the City Hall late in the day.

#### **Building N – Civic Center Parking**

The Civic Center Parking building is a concrete structure with parking spaces throughout. We will install panels on steel structures suspending the modules above approximately 72 parking spaces avoiding shade created by the elevator penthouse. We will utilize a sub-contractor for both the building of the steel structure holding the modules and another subcontractor for the lighting system required to light the area under the carports, as yet to be determined. Final carport design is subject to City design review. CONTRACTOR will submit the proposed design, and the CITY will approve or reject same, within 3 days of receipt of such design, and in accordance with Project schedule.

Sun Light & Power shall provide turn key code compliant carport structures with rustproof primer and 2 coats of paint. The structure design and color of the paint shall be approved by the City of Beverly Hills. The architectural submittal of the carport Structure shall be on December 9, 2010 and the City will respond with comments back by December 12, 2010.

**Receipt and storage of materials**—The City of Beverly Hills will provide storage area for Sun Light and Power’s use. Sun Light and Power shall receive, inspect and secure such storage area. Sun Light and Power shall provide the necessary course of construction insurance for all materials and work. The staging and storage areas is limited to availability as determined by the Public Works

Director. Due to ongoing needs for space, the City of Beverly Hills reserves the right to request the contractor relocate their materials within 48 hours notice. The cost of relocation shall be borne by the contractor. The contractor is required to maintain storage area free from debris and screened, if requested by the City of Beverly Hills. The contractor shall not store any hazardous materials in the storage or staging area at all times.

**Hose Bibs** will be included on the roof areas of all the buildings in order to allow periodic washing of the panels. Hose bibs will be of a sufficient number to wash all installed panels. Where needed, a concrete pad will be installed for each inverter.

### iii. Inverter Placement And Conduit Run

CONTRACTOR shall provide two scaled and dimensioned drawings of each of two inverter locations (described below) for CITY approval, and CITY shall respond within 2 working days with a decision regarding location of the inverters. However, if structural or delivery issues dictate one location over another, CONTRACTOR shall inform CITY of the best placement and no approval will be required.

**Option A:** Placement on third floor of parking structure at South corner. This is marked on the drawings submitted at Exhibit A. If needed, concrete will be poured to make the floor of uniform height under the inverter. A chainlink fence shall be installed for security.

**Option B:** Alternative placement of inverter downstairs in parking garage next to the electrical room. Presently a janitorial supply room is positioned here. By reducing the janitorial supply cage by half, there is ample space to place the inverter directly outside the electrical room and run AC cabling into the room on the overhead cable tray. A security cage of chainlink fence would be installed to secure the inverter.

Any life safety equipment affected by placement of the inverter, such as exit signs shall be relocated.

#### **Description of Conduit Runs:**

**From Police Department to Inverter in Garage.** The conduit run from the Police Department to the Inverter will run over the side of the building into the back of the external stairwell at the southeast end of the Police Department Building. The conduit will run down inside this stairwell tucked into a corner. The conduit will cross between the Police Department Building and the parking garage underneath the pedestrian bridge and holes will be bored to pass through at either end. At the south end, the conduit will pass into the parking structure. Once on the other side it will run along the ceiling of that level over the west side parking spaces so as not to create clearance issues. The conduit will then pass up to the third floor space where the inverter is to be installed. See Exhibits A and B and C.

**From Inverter in Garage to Electrical Room.** Conduit will run from the inverter in the corner of the third floor level along the ceiling of that level to the middle of the south wall of the garage near the stairwell. It will run down a chase in the corner between a wall of the stairwell and the main wall of the building. Once it is reached the first level, it will run along an exterior wall to empty conduit found on the exterior wall of the Library underground parking. It will go through the exterior wall here, and come out within the East end of

the underground parking of the Library. It will then join a cable tray running the length of the east wall and to the electrical room. If the Inverter is placed at the garage level, then the conduit of all three arrays (police department, garage and library) will run down the chase described herein.

**From Library Array to Inverter.** This conduit will run from the Library over to the garage and will drop through the fourth story floor into the third floor placement of the inverter.

**From the Garage Arrays to the Inverter.** Multiple arrays on the top level of the garage will require running the conduit down through the floor, across the ceiling of the third level over to the inverter.

#### **iv. System Performance**

The total projected energy production of the system is calculated by taking the expected first year annual production and applying an annual degradation rate of .5%. These figures are included above. The first year estimated annual production is 639,717 for the system. We utilized the CSI calculator to estimate the first year energy production and also added some shade degradation for the police department system. As the City has not asked for a kiosk for end user interface, we have not included this in the cost, but Sun Light & Power has provided this equipment to other clients and will provide this if the City of Beverly Hills desires to have such a kiosk. The monitoring that we have included is Locus Energy. The web interface for Locus Energy can be viewed at the following URL:

<http://www.locusenergy.com/about.html>

All energy production is subject to the ultimate build, the weather in any given year, and to the maintenance performed on the system. Because of this, all estimates of production are only estimates and CONTRACTOR makes no warranty, expressed or implied, with regard to production.

#### **b. Project Schedule**

**Please see the attached Gant chart. Any portion of the schedule portraying the actions of Southern California Edison are only estimates. CONTRACTOR makes no warranties or representations, express or implied, with regard to Southern California Edison's timeliness.**

#### **c. Scope for All Buildings:**

Design all system components to be locally code compliant

Submittal of Design Drawings to City of Beverly Hills for Approval of carport design, CITY to respond within 3 days.

CONTRACTOR includes one set of corrections as required by the CITY

Secure a permit for the Solar portion of the project from the appropriate jurisdiction

Install the modules on aluminum mounting rails using aluminum clips and stainless steel hardware

Install ballasted system which will hold all modules in place up to the wind resistance standards of the City

Install the inverters and associated equipment on the roof or near the electrical room, as set forth in Response to RFP

Wire the modules per manufacture's specifications and run wiring to the inverter as required by the National Electric Code; install danger and safety signs per electrical code.

Install conduit and wire for the solar electric system up to the AC disconnect.

Install fused AC disconnect for line side point of interconnection

Commission the system; Coordinate all utility and local permit inspections; make all final connections

Install Data Acquisition System (DAS). Others to provide 120v ac power and cat-5 internet access if needed.

Customer will provide Restroom Access for the duration of installation

Permit and other associated fees are not included

Others to provide structural upgrade to buildings, if needed.

Submit all drawings and forms as required by the Authority Having Jurisdiction; including, but not limited to, CITY, and Southern California Edison.



**Exhibit B**

ID	Task Name	Duration	% Complete	Start	Finish	Timeline				
						November 1 10/31	December 5 12/5	January 11 1/9	February 13 2/13	March 21 3/20
1	<b>Project Schedule- North Rexford Drive, 444, Beverly Hills</b>	<b>90 days</b>	<b>0%</b>	<b>Tue 11/30/10</b>	<b>Thu 4/7/11</b>	<b>84 days</b>				
2										
3	<b>PRE-CONSTRUCTION</b>	<b>84 days</b>	<b>0%</b>	<b>Fri 11/19/10</b>	<b>Wed 3/23/11</b>	<b>84 days</b>				
4	Notice to Proceed/project assignment	0 days	0%	Fri 11/19/10	Fri 11/19/10	assignment 11/19				
5	PM: hand off meeting / USF	0 days	0%	Fri 11/19/10	Fri 11/19/10	meeting / USF 11/19				
6	PM: site visit (or meet arch)/update design info	1 day	0%	Fri 11/19/10	Fri 11/19/10	design info 1 day				
7	RICA: reserves rebate	10 days	0%	Fri 11/19/10	Mon 12/6/10					
8	PM tasks Eng: permit dwgs	9 days	0%	Fri 11/19/10	Fri 12/3/10					
9	PM: approve baseline schedule / USF	10 days	0%	Tue 11/30/10	Mon 12/13/10	baseline schedule / USF 10 days				
10	PM: Order ballasted racking	13 wks	0%	Tue 11/30/10	Thu 3/3/11	ballasted racking 13 wks				
11	PM: Order Inverter	15 wks	0%	Mon 12/6/10	Wed 3/23/11	PM: Order Inverter 15 wks				
12	City Council Approval	0 days	0%	Mon 12/6/10	Mon 12/6/10	City Council Approval 12/6				
13	Eng tasks PM: review permit dwgs	1 day	0%	Mon 12/6/10	Mon 12/6/10	review permit dwgs 1 day				
14	City design review design and comment	3 days	0%	Tue 12/7/10	Thu 12/9/10	design and comment 3 days				
15	carport design submittal to city	0 days	0%	Thu 12/9/10	Thu 12/9/10	design submittal to city 12/9				
16	City Approval of Carport Submittal	15 days	0%	Fri 12/10/10	Fri 12/31/10	Approval of Carport Submittal 15 days				
17	SLP Respond to City comments	3 days	0%	Fri 12/10/10	Tue 12/14/10	Respond to City comments 3 days				
18	Module Delivery 1	0 days	0%	Thu 12/16/10	Thu 12/16/10	Module Delivery 1 12/16				
19	Building Dept review, permit issuance	10 days	0%	Tue 1/4/11	Mon 1/17/11	Building Dept review, permit issuance 10 days				
20	TSD tasks Eng: constr dwgs / BOM	5 days	0%	Tue 1/18/11	Tue 1/25/11	TSD tasks Eng: constr dwgs / BOM 5 days				
21	Order Carport Steel	3 wks	0%	Tue 1/18/11	Tue 2/8/11					
22	PM: For handoff meeting	1 day	0%	Tue 1/18/11	Tue 1/18/11	PM: For handoff meeting 1 day				
23	PM: ORDER PARTS	1 day	0%	Wed 1/19/11	Wed 1/19/11	PM: ORDER PARTS 1 day				
24	PM: confirm parts are in/ constr dates	1 day	0%	Fri 1/28/11	Fri 1/28/11	PM: confirm parts are in/ constr dates 1 day				
25										
26	<b>CONSTRUCTION</b>	<b>59 days</b>	<b>0%</b>	<b>Thu 1/27/11</b>	<b>Wed 4/20/11</b>	<b>59 days</b>				
27	For: conduit and wiring phase 1	15 days	0%	Thu 1/27/11	Wed 2/16/11	For: conduit and wiring phase 1 15 days				
28	For: install Steel (Baja)	15 days	0%	Wed 2/9/11	Tue 3/1/11	For: install Steel (Baja) 15 days				
29	For: install roof racking	22 days	0%	Fri 3/4/11	Mon 4/4/11	For: install roof racking 22 days				
30	Module Delivery 2 / Install	29 days	0%	Tue 3/8/11	Mon 4/18/11	Module Delivery 2 / Install 29 days				
31	For: install inverter & wiring phase 2	10 days	0%	Thu 3/31/11	Thu 4/14/11	For: install inverter & wiring phase 2 10 days				
32	For: commission/system metrics/invoice	2 days	0%	Tue 4/19/11	Wed 4/20/11	For: commission/system metrics/invoice 2 days				
33										
34	<b>POST-CONSTRUCTION</b>	<b>55 days</b>	<b>0%</b>	<b>Thu 4/21/11</b>	<b>Wed 7/6/11</b>	<b>55 days</b>				
35	PM: complete file / financial report / USF	2 days	0%	Thu 4/21/11	Fri 4/22/11	PM: complete file / financial report / USF 2 days				
36	PM tasks TSD: final inspection	5 days	0%	Mon 4/25/11	Fri 4/29/11	PM tasks TSD: final inspection 5 days				
37	TSD tasks RICA: grid tie	3 days	0%	Mon 5/2/11	Wed 5/4/11	TSD tasks RICA: grid tie 3 days				
38	SCE: Permission to Operate	0 days	0%	Wed 6/29/11	Wed 6/29/11	SCE: Permission to Operate 6/29/11				
39	RICA tasks TSD: final walk through	5 days	0%	Thu 6/30/11	Wed 7/6/11	RICA tasks TSD: final walk through 5 days				

Project: North Rexford Drive, 444, Beverly Hills, Schedule REV 8 nk  
Update: Wed 11/17/10

Deadline to complete is 218 Days, as extended by force majeure or other delays in accordance with the Agreement. CONTRACTOR to make reasonable, diligent and good faith efforts to complete sooner.

EXHIBIT C

Total Pricing for Solar Photovoltaic System	2,282,876
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See attached proposed invoices (entitled "Schedule of Values") for the schedule of estimated payments over the period of December through June.



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Dec 2010  
 Payment request number: 01R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	0%	0%	\$0.00	\$0.00	\$0.00
2	Project Oversight & Travel	\$126,162.15	0%	0%	0%	\$0.00	\$0.00	\$0.00
3	Other / Subcontractors & Equipment Rental	\$202,432.30	0%	0%	0%	\$0.00	\$0.00	\$0.00
4	PV ballasted rack installation	\$197,276.93	0%	0%	0%	\$0.00	\$0.00	\$0.00
7	PV Module delivery	\$1,032,551.44	17%	0%	17%	\$180,489.99	\$0.00	\$180,489.99
8	PV module installation	\$79,442.14	0%	0%	0%	\$0.00	\$0.00	\$0.00
9	Deliver & Install inverters	\$236,377.13	0%	0%	0%	\$0.00	\$0.00	\$0.00
10	DC wiring from modules to inverter(s)	\$114,075.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	0%	0%	\$0.00	\$0.00	\$0.00
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>7.9063%</b>	<b>0.0000%</b>	<b>7.9063%</b>	<b>\$180,489.99</b>	<b>\$0.00</b>	<b>\$180,489.99</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>7.9063%</b>	<b>0.0000%</b>	<b>7.9063%</b>	<b>\$180,489.99</b>	<b>\$0.00</b>	<b>\$180,489.99</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$180,489.99</b>	<b>\$0.00</b>	<b>\$180,489.99</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Jan 2010  
 Payment request number: 02R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	100%	0%	100%	\$62,672.75	\$0.00	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	20%	0%	20%	\$25,232.43	\$0.00	\$25,232.43
3	Other / Subcontractors & Equipment Rental	\$202,432.30	20%	0%	20%	\$40,486.46	\$0.00	\$40,486.46
4	PV ballasted rack installation	\$197,276.93	0%	0%	0%	\$0.00	\$0.00	\$0.00
7	PV Module delivery	\$1,032,551.44	0%	17%	17%	\$0.00	\$180,489.99	\$180,489.99
8	PV module installation	\$79,442.14	0%	0%	0%	\$0.00	\$0.00	\$0.00
9	Deliver & Install inverters	\$236,377.13	0%	0%	0%	\$0.00	\$0.00	\$0.00
10	DC wiring from modules to inverter(s)	\$114,075.50	10%	0%	10%	\$11,407.55	\$0.00	\$11,407.55
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	50%	0%	50%	\$89,446.70	\$0.00	\$89,446.70
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>10.0420%</b>	<b>7.9063%</b>	<b>17.9482%</b>	<b>\$229,245.89</b>	<b>\$180,489.99</b>	<b>\$409,735.89</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>10.0420%</b>	<b>7.9063%</b>	<b>17.9482%</b>	<b>\$229,245.89</b>	<b>\$180,489.99</b>	<b>\$409,735.89</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$229,245.89</b>	<b>\$180,489.99</b>	<b>\$409,735.89</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Feb 2010  
 Payment request number: 03R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	10%	20%	30%	\$12,616.21	\$25,232.43	\$37,848.64
3	Other / Subcontractors & Equipment Rental	\$202,432.30	10%	20%	30%	\$20,243.23	\$40,486.46	\$60,729.69
4	PV ballasted rack installation	\$197,276.93	25%	0%	25%	\$49,319.23	\$0.00	\$49,319.23
7	PV Module delivery	\$1,032,551.44	0%	17%	17%	\$0.00	\$180,489.99	\$180,489.99
8	PV module installation	\$79,442.14	0%	0%	0%	\$0.00	\$0.00	\$0.00
9	Deliver & Install inverters	\$236,377.13	0%	0%	0%	\$0.00	\$0.00	\$0.00
10	DC wiring from modules to inverter(s)	\$114,075.50	10%	10%	20%	\$11,407.55	\$11,407.55	\$22,815.10
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	50%	50%	\$0.00	\$89,446.70	\$89,446.70
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>4.0995%</b>	<b>17.9482%</b>	<b>22.0477%</b>	<b>\$93,586.23</b>	<b>\$409,735.89</b>	<b>\$503,322.11</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>4.0995%</b>	<b>17.9482%</b>	<b>22.0477%</b>	<b>\$93,586.23</b>	<b>\$409,735.89</b>	<b>\$503,322.11</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$93,586.23</b>	<b>\$409,735.89</b>	<b>\$503,322.11</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Mar 2010  
 Payment request number: 04R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	30%	30%	60%	\$37,848.64	\$37,848.64	\$75,697.29
3	Other / Subcontractors & Equipment Rental	\$202,432.30	10%	30%	40%	\$20,243.23	\$60,729.69	\$80,972.92
4	PV ballasted rack installation	\$197,276.93	75%	25%	100%	\$147,957.70	\$49,319.23	\$197,276.93
7	PV Module delivery	\$1,032,551.44	83%	17%	100%	\$852,061.45	\$180,489.99	\$1,032,551.44
8	PV module installation	\$79,442.14	50%	0%	50%	\$39,721.07	\$0.00	\$39,721.07
9	Deliver & Install inverters	\$236,377.13	10%	0%	10%	\$23,637.71	\$0.00	\$23,637.71
10	DC wiring from modules to inverter(s)	\$114,075.50	30%	20%	50%	\$34,222.65	\$22,815.10	\$57,037.75
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	50%	50%	\$0.00	\$89,446.70	\$89,446.70
12	Electrical Commissioning	\$22,828.76	0%	0%	0%	\$0.00	\$0.00	\$0.00
13	Monitoring system install & commissioning	\$30,163.50	0%	0%	0%	\$0.00	\$0.00	\$0.00
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>50.6244%</b>	<b>22.0477%</b>	<b>72.6721%</b>	<b>\$1,155,692.46</b>	<b>\$503,322.11</b>	<b>\$1,659,014.57</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>50.6244%</b>	<b>22.0477%</b>	<b>72.6721%</b>	<b>\$1,155,692.46</b>	<b>\$503,322.11</b>	<b>\$1,659,014.57</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$1,155,692.46</b>	<b>\$503,322.11</b>	<b>\$1,659,014.57</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Apr 2010  
 Payment request number: 05R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	30%	60%	90%	\$37,848.64	\$75,697.29	\$113,545.93
3	Other / Subcontractors & Equipment Rental	\$202,432.30	50%	40%	90%	\$101,216.15	\$80,972.92	\$182,189.07
4	PV ballasted rack installation	\$197,276.93	0%	100%	100%	\$0.00	\$197,276.93	\$197,276.93
7	PV Module delivery	\$1,032,551.44	0%	100%	100%	\$0.00	\$1,032,551.44	\$1,032,551.44
8	PV module installation	\$79,442.14	50%	50%	100%	\$39,721.07	\$39,721.07	\$79,442.14
9	Deliver & Install inverters	\$236,377.13	90%	10%	100%	\$212,739.42	\$23,637.71	\$236,377.13
10	DC wiring from modules to inverter(s)	\$114,075.50	50%	50%	100%	\$57,037.75	\$57,037.75	\$114,075.50
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	50%	50%	100%	\$89,446.70	\$89,446.70	\$178,893.40
12	Electrical Commissioning	\$22,828.76	90%	0%	90%	\$20,545.88	\$0.00	\$20,545.88
13	Monitoring system install & commissioning	\$30,163.50	90%	0%	90%	\$27,147.15	\$0.00	\$27,147.15
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	<b>25.6564%</b>	<b>72.6721%</b>	<b>98.3285%</b>	<b>\$585,702.77</b>	<b>\$1,659,014.57</b>	<b>\$2,244,717.34</b>
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	<b>25.6564%</b>	<b>72.6721%</b>	<b>98.3285%</b>	<b>\$585,702.77</b>	<b>\$1,659,014.57</b>	<b>\$2,244,717.34</b>
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					<b>\$585,702.77</b>	<b>\$1,659,014.57</b>	<b>\$2,244,717.34</b>

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_



## Schedule of Values

### Beverly Hills Main Library Solar Installation

SLP project name: North Rexford Drive, 444, Beverly Hills  
 Contractor: Sun Light & Power (510) 845-2997

Job number: tbd  
 SLP contract number: tbd

Period: Jun 2010  
 Payment request number: 06R7

Item No.	Description	Value	Percent Complete			Amount Earned		
			This Period	Previously Approved	To Date	This Period	Previously Approved	To Date
<b>Original Contract</b>								
1	Design, Engineering and Permitting	\$62,672.75	0%	100%	100%	\$0.00	\$62,672.75	\$62,672.75
2	Project Oversight & Travel	\$126,162.15	10%	90%	100%	\$12,616.21	\$113,545.93	\$126,162.15
3	Other / Subcontractors & Equipment Rental	\$202,432.30	10%	90%	100%	\$20,243.23	\$182,189.07	\$202,432.30
4	PV ballasted rack installation	\$197,276.93	0%	100%	100%	\$0.00	\$197,276.93	\$197,276.93
7	PV Module delivery	\$1,032,551.44	0%	100%	100%	\$0.00	\$1,032,551.44	\$1,032,551.44
8	PV module installation	\$79,442.14	0%	100%	100%	\$0.00	\$79,442.14	\$79,442.14
9	Deliver & Install inverters	\$236,377.13	0%	100%	100%	\$0.00	\$236,377.13	\$236,377.13
10	DC wiring from modules to inverter(s)	\$114,075.50	0%	100%	100%	\$0.00	\$114,075.50	\$114,075.50
11	AC wiring from inverter(s) to electrical panel	\$178,893.40	0%	100%	100%	\$0.00	\$178,893.40	\$178,893.40
12	Electrical Commissioning	\$22,828.76	10%	90%	100%	\$2,282.88	\$20,545.88	\$22,828.76
13	Monitoring system install & commissioning	\$30,163.50	10%	90%	100%	\$3,016.35	\$27,147.15	\$30,163.50
14								
15	<b>Total original contract amount</b>	<b>2,282,876</b>	1.6715%	98.3285%	100.0000%	\$38,158.67	\$2,244,717.34	\$2,282,876.01
<b>Change orders</b>								
16								
17								
18	<b>Total approved change orders</b>	<b>\$0.00</b>	0.0000%	0.0000%	0.0000%	\$0.00	\$0.00	\$0.00
<b>Current contract</b>								
19	<b>Current contract amount</b>	<b>\$2,282,876.00</b>	1.6715%	98.3285%	100.0000%	\$38,158.67	\$2,244,717.34	\$2,282,876.01
20	Retention (0%)					\$0.00	\$0.00	\$0.00
21	Billing less retention					\$38,158.67	\$2,244,717.34	\$2,282,876.01

**Contractor Certification:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Payment Request has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Requests were issued and payments received from the Owner, and that payment shown above is now due.

By: \_\_\_\_\_  
 Naomi Kamiya

Title: Project Manager

Date: \_\_\_\_\_

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/30/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Jose CA Office 225 W. Santa Clara St. Suite 1150 San Jose CA 95113 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000045713	
<b>INSURED</b> Sun Light & Power 1035 Folger Avenue Berkeley CA 94710 USA	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	INSURER A: Golden Eagle Ins Corporation      10836	
	INSURER B: Starr Indemnity & Liability Company      38318	
	INSURER C: Zurich American Ins Co      16535	
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER: 570040317437      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO596964600	10/01/2010	10/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS			BA 8800934	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION			SISIXNR01058910	10/01/2010	10/01/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC596964600	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier:      Certificate No : 570040317437

EXHIBIT D, Cont'd

Exhibit D, Insurance cont'd

Deductibles:

Workers' Compensation	None
Commercial General Liability	\$1,000.00
Automobile	\$500.00
Excess Liability	\$10,000.00
Property	\$1,000.00

## EXHIBIT E

Contract # \_\_\_\_\_

### Sun Light & Power Full Ten-Year Warranty

#### Full Ten-Year Warranty for Components of Solar Electrical Generating System

Sun Light & Power Company ("SLP") warrants the components of this solar photovoltaic generating system and the system's installation, subject to the terms below, for a period of ten (10) years against defects in materials, system or component breakdown, degradation in electrical output of more than the degradation recited in the Manufacturers' Warranty provided by the panel manufacturer and the inverter manufacturer.

#### A. General Terms

This warranty extends to the original purchaser and to any subsequent purchasers or owners at the same location during the warranty period.

This warranty is effective from the final Permit Sign Off date for the photovoltaic generating system from the authority having jurisdiction, or the Permission To Operate letter date from PG&E or appropriate utility, whichever date is sooner.

For the purposes of this warranty, the terms "purchaser," "subsequent owner," and "purchase" include a lessee, assignee of a lease, and a lease transaction.

#### B. Covered Components

This warranty covers the following components of the photovoltaic generating system at no cost for repair or replacement of:

- Photovoltaic modules and associated mounting system(s)
- Inverter(s)
- Wiring and associated conduit
- Utility-required interconnection equipment
- Any other equipment eligible for the California State Buy-Down Program

This warranty provides for no-cost repair or replacement of the system or system components, including any associated labor during the warranty period.

This warranty does **NOT** cover electricity storage equipment such as batteries, battery cables, charge controllers, or any other equipment not specifically eligible for the California State Buy-Down Program, but does cover the installation of said equipment in situations where SLP's faulty installation of non-covered equipment affects the proper operation of the system or covered system components.

#### C. Warrantor's Duties

In the event of defect or malfunction SLP will repair or replace, without charge, defective or malfunctioning components of the generating system or faulty installation of said system as necessary to restore the system to normal functioning and electrical output, subject to the requirements in section D below.

#### D. Installation, Operation and Maintenance Requirements

This warranty **WILL NOT** apply to:

1. Damage, malfunction or degradation of electrical output caused by failure to properly operate or maintain the system in accordance with the printed instructions provided with the system;
2. Damage, malfunction or degradation of electrical output caused by any repair, replacement or reinstallation using a part or service not provided or authorized in writing by SLP;
3. Damage, malfunction or degradation of electrical output resulting from purchaser or third party abuse, accident, alteration, improper use, negligence or vandalism, or from earthquake, fire, flood, or other Acts of God.

#### E. Obtaining Warranty Service

Contact SLP at (510) 845-2997 for instructions or write to Sun Light & Power, at 1035 Folger Avenue, Berkeley, CA 94710. Include in your letter the system serial number and the dates of purchase and installation, and enclose a copy of the original sales receipt or purchase order, if possible.

## EQUIPMENT LEASE EARLY BUY-OUT OPTION RIDER

This Equipment Lease Early Buy-out Option Rider is hereby integrated into and made a part of Schedule 1 ("Schedule") to the equipment lease ("Lease") identified by the Lease Reference Number set forth above between the parties hereto.

Lessor hereby gives Lessee an option to purchase **AS-IS, WHERE-IS** Lessor's interest in all, but not less than all, of the Equipment subject to the Schedule either (a) at the end of the 60<sup>th</sup> month of the lease term with respect thereto for a purchase price equal to the greater of \$1,139,970 plus applicable sales tax or the Equipment's then fair market value, or (b) at the end of the 96<sup>th</sup> month of the lease term with respect thereto for a purchase price equal to the greater of \$943,397 plus applicable sales tax or the Equipment's then fair market value, (either such date an "Option Date")

Lessee's right to exercise such option is conditioned upon (a) Lessee having performed all of the terms and conditions of the Lease and all Schedules thereto and of all other agreements between Lessor and Lessee at the time and in the manner required therein (or if Lessee defaults, Lessee having cured any default within any cure period applicable thereto); (b) Lessee having given written notice to Lessor of Lessee's election to exercise said option at Lessor's address specified in the lease at least 90 days prior to the applicable Option Date; and (c) Lessee having paid Lessor such purchase price together with all taxes on or measured by such purchase price, at or prior to the Option Date.

IN WITNESS WHEREOF, the parties hereto have executed this rider as of November 30, 2010.

[SEE ATTACHED SIGNATURE PAGE]

**LESSOR ADDRESS:**

c/o Belvedere equipment Finance  
1250 Bayhill Drive, Suite 111  
San Bruno, CA 94066

**LESSOR**

New Resource Bank by Belvedere Equipment  
Finance Corporation as agent

  
\_\_\_\_\_  
Richard Leask  
President

**Attest:**

**LESSEE**

City of Beverly Hills, a municipal corporation

\_\_\_\_\_  
(SEAL)  
Byron Pope  
City Clerk

\_\_\_\_\_  
Jimmy Delshad  
Mayor of the City of Beverly Hills, California

**Approved as to form:**

**Approved as to content:**

  
\_\_\_\_\_  
Laurence Wiener  
City Attorney

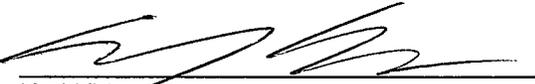
\_\_\_\_\_  
Jeffrey Kolin  
City Manager

**LESSEE ADDRESS:**

455 N. Rexford Drive  
Beverly Hills, CA 90210

  
\_\_\_\_\_  
David D. Gustavson  
Director of Public Works & Transportation

  
\_\_\_\_\_  
Alan Schneider  
Director of Project Administration

  
\_\_\_\_\_  
Karl Kirkman  
Risk Manager

## EQUIPMENT LEASE GRANT RIDER

This Equipment Lease Grant Rider is hereby attached to and made a part of Schedule Number 1 to the equipment lease ("Lease") identified by the Lease Reference Number set forth above between the parties hereto.

Lessee recognizes that, pursuant to Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, Lessor will apply for a cash payment from the United States Treasury Department with respect to the Equipment in the amount of \$684,863 (the "Grant"). Lessor agrees to use good faith, reasonable efforts to timely apply for and obtain the Grant. Interest will accrue on the outstanding balance of the Grant from and including the Acceptance Date until the date all of the Grant is received by Lessor, at an annual interest rate of 6.0%, payable on the date the full amount of the Grant is received by Lessor, provided that such interest will be paid from the Vendor Reserve Account set forth in the Schedule and Lessee will have no responsibility as to such interest. If Lessor has not received the full amount of the Grant by the date six months from the Acceptance Date (the "Final Grant Receipt Date"), Lessor will propose a modification of the Lease, reflecting the difference between the full amount of the Grant and the actual amount received, which maintains Lessor's after-tax yield. If Lessee so elects, Lessee and Lessor will execute an amendment to the Lease, but if Lessee does not so elect, the lease will automatically terminate as of such date, Lessee will pay Lessor a termination payment in the amount of \$2,050,000 plus applicable sales tax and all then due or past due amounts under the Lease, and Lessor will transfer to Lessee all of Lessor's right and interest in the Equipment.

In the event the Casualty Value becomes due, the outstanding balance and accrued interest pursuant to this rider shall become due.

Provided that the Lease is not terminated pursuant to this rider, Lessee agrees further to provide Lessor, on a timely basis, any information required by the U.S. Treasury Department in connection with the Grant, including, but not limited to, information on the Equipment's annual output measured in kilowatt hours.

IN WITNESS WHEREOF, the parties hereto have executed this Rider as of November 30, 2010.

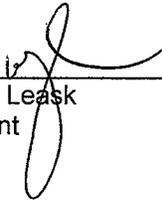
[SEE ATTACHED SIGNATURE PAGE]

**LESSOR ADDRESS:**

c/o Belvedere equipment Finance  
1250 Bayhill Drive, Suite 111  
San Bruno, CA 94066

**LESSOR**

New Resource Bank by Belvedere Equipment  
Finance Corporation as agent

  
\_\_\_\_\_  
Richard Leask  
President

**Attest:**

**LESSEE**

City of Beverly Hills, a municipal corporation

\_\_\_\_\_  
(SEAL)  
Byron Pope  
City Clerk

\_\_\_\_\_  
Jimmy Delshad  
Mayor of the City of Beverly Hills, California

**Approved as to form:**

**Approved as to content:**

  
\_\_\_\_\_  
Laurence Wiener  
City Attorney

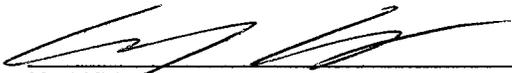
\_\_\_\_\_  
Jeffrey Kolin  
City Manager

**LESSEE ADDRESS:**

455 N. Rexford Drive  
Beverly Hills, CA 90210

  
\_\_\_\_\_  
David D. Gustavson  
Director of Public Works & Transportation

  
\_\_\_\_\_  
Alan Schneider  
Director of Project Administration

  
\_\_\_\_\_  
Karl Kirkman  
Risk Manager

# **Attachment 3**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS, SUN LIGHT & POWER, AND  
NEW RESOURCE BANK REGARDING EQUIPMENT LEASE TRANSACTION  
SUMMARY AND PARTIAL ASSIGNMENT

THIS EQUIPMENT LEASE TRANSACTION SUMMARY AGREEMENT (“Summary Agreement”) is entered into among City of Beverly Hills (“Lessee”), New Resource Bank (“Lessor”), and Sun Light & Power (“Vendor”). Lessee, Lessor and Vendor are hereafter referred to collectively as the “Parties” and individually as “Party” or by their respective names.

A. Recitals

1. Lessee has entered into an AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SUN LIGHT & POWER FOR SOLAR PHOTOVOLTAIC DESIGN, BUILD, AND INSTALLATION ASSOCIATED WITH THE POLICE DEPARTMENT, CIVIC CENTER PARKING AND PUBLIC LIBRARY BUILDINGS dated as of the Effective Date (defined below) with vendor (the “Purchase Agreement”) under which Lessee has agreed to purchase from Vendor and Vendor has agreed to sell to Lessee a certain solar photovoltaic system more fully described therein (the “Equipment”).
2. Lessee wishes to lease the Equipment rather than purchase the Equipment, and in connection therewith, Lessee has entered into a Solar Equipment Lease as of the Effective Date and related Solar Lease Schedule of even date, (such lease, schedule and related documents, collectively the “Lease”).
3. This Summary Agreement is entered into among the Parties to reaffirm in a single document the Parties’ agreements and understandings as to the relation between the Purchase Agreement and the Lease, and the nature of this transaction (the “Transaction”).

B. Agreements

1. The Lease contemplates a standard true lease between a third party lessor and a lessee under which title to the Equipment shall vest in Lessor and Lessor shall own the Equipment throughout the term of the Lease, subject to the rights of Lessee under the Lease. All Parties acknowledge their intent that, in connection with the Transaction, Lessor shall receive the grant established under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 with respect to the Equipment (the “Grant”).
2. Consistent with such contemplation and intent, Lessee assigns to Lessor on the Effective Date the rights under the Purchase Agreement to take title to the Equipment and obligation to pay the purchase price due under the Purchase Agreement as Lessor and Vendor have agreed.
3. The Parties all acknowledge that except for the assignment of the right to take title to the Equipment and the assumption of the payment obligation therein as discussed in paragraph B.2., the Lease and this Summary Agreement have no other effect whatsoever on the Purchase Agreement, which at all times remains a binding written contract

between Lessee and Vendor. Lessee further acknowledges that if the leasing transaction contemplated under the Lease fails for any reason to close, Lessee's liability to pay the purchase price for the Equipment and right to take title to the Equipment shall re-vest in Lessee. In that respect, Lessor agrees that should the transaction under the Lease fail to close for any reason, any interest Lessor may have acquired in the Equipment shall without further action by any Party be deemed to be transferred by Lessor to Lessee **AS-IS, WHERE-IS** without any warranty whatsoever, except a warranty against liens and encumbrances of persons claiming by, through, or under Lessor which, under the Lease, Lessee is not obligated to discharge or satisfy.

4. Although the Lease and Purchase Agreement have been signed by the Lessor and Vendor, they shall become effective only upon (a) Vendor's final approval of the Transaction, delivered to Lessor and Lessee in writing no later than November 24, 2010; (b) Lessee's approval of the Transaction at Lessee's city council meeting on November 30, 2010 and execution of the Lease, Purchase Agreement and this Summary Agreement; and (c) Lessor's approval of the Transaction delivered to Vendor and Lessee in writing no later than November 25, 2010. The date on which the last of the forgoing three conditions occur shall be the effective date of the Purchase Agreement, Lease and Summary Agreement ("Effective Date").
5. The Parties agree that the provisions of this Summary Agreement shall control in the event that they conflict with any provisions of the Purchase Agreement, Lease or any other contract between or among the Parties relating to the Transaction.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 2010, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
A municipal corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

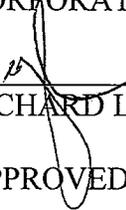
ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

VENDOR: SUN LIGHT & POWER, INC.

  
\_\_\_\_\_  
GARY GERBER

LESSOR: NEW RESOURCE BANK, BY  
BELVEDERE EQUIPMENT FINANCE  
CORPORATION, AS AGENT

  
\_\_\_\_\_  
RICHARD LEASK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

\_\_\_\_\_  
ALAN SCHNEIDER  
Director of Project Administration

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

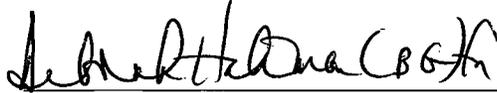
President & CEO

LESSOR: NEW RESOURCE BANK, BY  
BELVEDERE EQUIPMENT FINANCE  
CORPORATION, AS AGENT

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RICHARD LEASK

APPROVED AS TO FORM:



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LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

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JEFFREY KOLIN  
City Manager



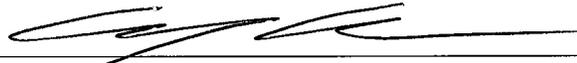
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DAVID D. GUSTAVSON  
Director of Public Works & Transportation



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ALAN SCHNEIDER  
Director of Project Administration



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KARL KIRKMAN  
Risk Manager