



Alternative Energy Systems, Inc.
13620 Highway 99, Chico, CA 95973
<http://www.solarenergyforlife.com>
Tel: (530) 345.6980
Fax: (530) 892.2360

Commercial Solar Electric Contract

This Commercial Solar Electric Contract (the "Contract") is entered into by and between the City of Orland and Alternative Energy Systems, Inc. ("AES") for the sale and installation of a solar photovoltaic system (the "PV System") as of the last date they sign below. AES is a licensed California contractor (License No. 853351) with C-10 (electrical) and C-46 (solar) specialty licenses. This Contract includes and incorporates by reference the following Exhibits signed and dated by AES and Customer:

Exhibit A: System Specifications

Exhibit B: Contract Price, Payment and Installation Schedule

Exhibit C:

1. SCOPE OF WORK. AES will provide all labor, equipment and materials required to install a fully functioning PV System (the "Work") as more fully described in, and at the location identified in Exhibit A.

1.1 Assumptions. AES's design of any PV System, its size, output and other parameters are based on information supplied by Customer and its current utility consumption. AES has no control over, and therefore is not liable for, any changes in a Customer's consumption patterns or charges imposed by Customer's utility providers.

1.2 Exclusions. The PV System and Contract Price (as defined below) excludes the following items and work:

(a) Costs Imposed by Customer's Utility and Government Inspectors. Utility providers sometimes impose additional costs and requirements, including without limitation, charges for new electricity meters, switchgear and transformers. Customer is solely responsible for paying such costs. These requirements and costs are outside the scope of AES's Work and are not included in the Contract Price. Customer shall pay these costs directly to its utility. Customer acknowledges 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. These utility and governmental requirements and costs are outside the scope of the Work, are not included in the Contract Price and shall not excuse Customer from its obligations to provide timely payment of the Contract Price and any progress payments as provided in this Contract. Because final permit inspection approval is a requirement for receiving any applicable financial incentives from the State of California ("State"), Customer shall promptly complete at its own expense all work outside the scope of AES's Work that is required by governmental inspectors and applicable utility providers.

(b) New Utility Service. Unless specifically included in Exhibit A, AES anticipates no change to Customer's existing electrical service panel(s). Any cost incurred for changing Customer's point of electrical service, main switch, or electric meters will be charged as extra work in addition to the Contract Price.

2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price. The total cost for performing AES's Work to construct the PV System (the "Contract Price") includes charges for materials and labor for installation of the PV System, including use tax,

shipping and handling of all equipment and materials, site preparation and clean up (the "Work"), and any building permit costs, except as provided in Exhibit B. The Contract Price is set forth in the Contract Price, Payment and Installation Schedule at Exhibit B.

2.2 Price Fluctuations. In order to protect Customer and AES against price fluctuations in equipment and materials, the Contract Price will be fixed for three (3) months from the date this Contract is signed. In the event AES is unable to mobilize on site (defined as beginning Work at Customer's location) within that three (3) month period, either due to Customer, project changes or delays of any cause, AES reserves the right to submit updated pricing in the form of a written change order to be approved by Customer. If Customer does not approve such change order, then AES may terminate this Contract as provided herein.

2.3 Schedule of Payments. Customer payments to AES are due upon receipt of invoice and according to the schedule provided in Exhibit B. Interim progress billings correlating to the above-listed milestones will be submitted to Customer upon achieving the milestones described, or at regular intervals not to exceed 30 days, whichever occurs first. If any interim billing cycle occurs when a milestone is partially complete, then AES shall bill based on the percentage completion of each such milestone. Customer's final payment is due in full upon final permit sign-off by the local building department (if any).

2.4 Prompt Payment. Late payments will be subject to interest charged at 1.5% per month or 18% per year, or such lesser rate constituting the maximum rate permitted by law. Malfunction, minor damage or blemishes to installed equipment and materials are not grounds for withholding payment to AES. If payments are not timely paid, then AES may, in its sole discretion, discontinue all Work until the entire balance has been paid and remove from the PV System any equipment, whether installed or not installed. Customer grants AES a security interest in the equipment included in the Work and acknowledges that AES may file a mechanic's lien against Customer's property to secure the payment of unpaid amounts due under this Contract.

2.5 Payment and Performance Bond. The Installed System Cost includes a performance and payment surety bond, in a sum not less than 100 percent of the amount of the Contract as a security to guarantee the faithful performance of the Contract and guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

3. GOVERNMENTAL FINANCIAL INCENTIVES.

3.1 General. Customer's project may qualify for rebates, tax credits and/or other financial incentives available through local, state and/or federal government programs or Customer's utility (collectively "Financial Incentives"). Unless otherwise agreed in writing, any Financial Incentives shall be paid, or otherwise accrue, directly to Customer. The availability and amount of such Financial Incentives are constantly changing and often depend on Customer's specific characteristics and tax situation. AES lacks such specific information and knowledge, so it cannot guarantee the availability or amount of any Financial Incentives. Therefore, this Contract is not conditioned on Customer's ability to obtain any such Financial Incentives, and AES encourages Customer to consult with its lawyer and accountant to determine the availability of such incentives. Customer is responsible for satisfying any eligibility criteria applicable to such Financial Incentives and any applicable costs. If AES accepts an assignment of any Financial Incentive, and the actual amount received by AES for such incentives is less than originally estimated for any reason or cause, then Customer shall immediately pay AES the difference.

4. TIME OF COMPLETION; SITE ACCESS. AES will diligently perform the Work. AES will promptly begin mobilization and installation after a building permit is issued. Customer recognizes that changes in the Work, weather, equipment and material supply problems, labor disruptions and events beyond AES's reasonable control can alter any scheduled completion date. Accordingly and unless otherwise specified in Exhibit B, AES cannot and does not guarantee any specific completion date for the Work. Customer will grant AES unimpeded access to work areas, provide areas for storage of materials and garbage, and provide electricity and water necessary to perform the Work. Customer agrees to keep driveways clear and available for movement and parking of trucks during normal work hours.

5. **SUBSTITUTIONS; EXTRAS AND CHANGES.** AES may substitute substantially equal or better equipment and materials for those specified in this Contract. Any additions, changes, or alterations from the original drawings or specifications which may be required by Customer, unforeseen conditions, or any government entity or utility will constitute an extra for which AES will receive an equitable adjustment in the Contract Price and time for performing this Contract. No such changes will be performed without written authorization from Customer.

6. **ADEQUACY OF STRUCTURE.** If the PV System will be mounted on any existing building or structure, AES will evaluate its structural capacity to determine whether improvements are required to support the PV System. The cost for any such improvements is excluded from the Contract Price, and will be performed as additional Work pursuant to a written change order specifying the cost and time necessary to perform such additional Work.

7. **INDEMNIFICATION.** AES will indemnify and hold Customer harmless from all liabilities to the proportional extent caused by the negligent acts of AES, its agents, or employees.

8. **LIMITED WARRANTY.** AES warrants its Work against defects in material and labor for a period of five (5) years following completion of the Work. AES will facilitate processing of any manufacturer warranty claims on Customer's behalf. AES disclaims all other warranties, express and implied, including the warranties of merchantability and fitness for a particular purpose. AES charges a service fee for all service calls; however, this fee will be waived if AES determines that Customer's complaint is covered by any applicable warranty.

8.1 **Surety Bond Warranty.** The payment and performance bond is warranted for a period of one year commencing upon project completion/acceptance.

9. **OPPORTUNITY TO REPAIR.** AES works hard to avoid disputes. In an effort to productively resolve any disputes that do arise, Customer agrees to provide AES written notice of any claimed defects and/or warranty claims within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. Customer will immediately report urgent problems or defects, including those presenting health or safety risks. Customer's full compliance with these obligations is a condition precedent to pursuing the matter in arbitration or court against AES, its subcontractors or suppliers. If Customer does not fully comply with these obligations, then AES will not be liable for any costs or damages which reasonably might have been mitigated or avoided by Customer's timely compliance. Nothing in this section establishes any AES duty or obligation beyond those provided elsewhere in this Contract.

10. **ARBITRATION OF DISPUTES.** Any dispute, controversy or claim with respect to the Work or the terms and/or performance of this Contract will be resolved through binding arbitration administered by Judicial Arbitration and Mediation Services (JAMS) or any other arbitration service mutually agreeable to the parties. Arbitration fees will be divided equally between the parties, and the prevailing party shall be awarded its costs, including attorneys' fees. If either party refuses or fails to timely name an arbitrator, furnish required payments or information demanded, or participate in the arbitration, then arbitration may proceed before an arbitrator named by the participating party, and the arbitrator is hereby authorized to decide the dispute *ex parte* (without the other party's participation), based upon the information presented to the arbitrator. This duty to arbitrate shall survive termination of this Contract or either party's performance of it. The arbitration shall be final and judgment may be entered in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired. The parties understand that by signing this Contract they are giving up their right to have the dispute litigated in a court or jury trial. These arbitration rights shall be specifically enforceable under the Federal Arbitration Act at 9 U.S.C. § 1.

11. **INSURANCE.** AES will maintain at the least the following minimum insurance coverage throughout the performance of this Contract:

11.1 **General Liability.** \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate;

11.2 **Automobile Liability.** \$1,000,000.00 combined single limit; and

11.3 Employer's Liability: \$1,000,000.00 per occurrence.

11.4 Workers Compensation. As required by applicable law.

Customer's existing property insurance may provide coverage for loss or damage to the installed or affixed portion of the PV System during and after construction from various causes, including but not limited to, vandalism and adverse weather (like hail storms). AES encourages Customer to evaluate this issue with its insurance broker and to obtain such coverage if it is not already provided by Customer's existing insurance. Accordingly, during construction, Customer bears the risk of loss for loss or damage to the PV System (or any component of it) once installed and affixed and AES shall have no such liability, except to the comparative extent that such loss or damage is caused by AES's negligence.

12. PRE-EXISTING CONDITIONS. Customer acknowledges that proper operation of the equipment purchased under this Contract may be dependent upon Customer's existing equipment, and AES will have no liability for equipment not purchased under this Contract. While AES will exercise all due care, AES will not be responsible for pre-existing conditions or damage resulting from normal traffic and material handling procedures on Customer's property (roof included) associated with performing the Work.

13. MARKETING AND SIGNAGE. In connection with the marketing and promotion of AES's business, AES will be entitled to photograph the PV System and building of Customer. AES may use these photographs in its promotional materials and advertising without restriction. Customer agrees that AES will have the exclusive ownership of such photographs, promotional materials and associated intellectual property. Under no circumstances will AES release Customer's address without Customer's prior consent. AES may place at the project location during installation of the PV System reasonable signage identifying AES as the project contractor. AES and Customer may also separately agree on permanent signage to reflect AES's installation of the PV System.

14. LICENSING NOTICE. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

15. TERMINATION.

15.1 AES's Termination Rights. AES may terminate this Contract in the event that the Customer becomes insolvent or commits a breach or default under this Contract, including, but not limited to, failure to timely pay undisputed amounts owed to AES, and failure to act in good faith to remedy the same within ten calendar days after receipt of written notice of default from AES. AES shall be entitled to all damages incurred as a result of such termination, including, but not limited to, overhead and profit that would have been earned by AES and any subcontractors or suppliers if the Project had been fully performed.

15.2 Customer's Termination Rights.

(a) **For Cause.** Customer may terminate performance of this Contract for cause under the following circumstances if AES fails to act in good faith to remedy same within twenty (20) days after receipt of written demand by Customer: (i) AES becomes insolvent; (ii) AES refuses or neglects to supply a sufficient number of properly skilled workmen, tools, or material within AES's control; or (iii) AES commits a material breach of this Contract. Customer shall pay AES for all Work performed as of the date of such termination for cause, including overhead and profit allocable to such Work performed.

(b) **For Convenience.** Customer may terminate performance of this Contract for convenience, provided that Customer immediately pays AES for all costs incurred through the date of termination,

plus any demobilization costs and a fee in the amount of 20% of the Contract Price for AES's lost profit. The total of these termination charges shall not exceed the remaining balance of the Contract Price plus any agreed changes.

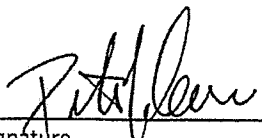
16. MISCELLANEOUS.

16.1 Limitation of Liability. Neither AES, nor any of its affiliates, officers, shareholders, directors, employees or agents shall be liable to Customer, whether in contract (including warranty), in tort or under any other legal theory or doctrine, for any indirect, special, incidental or consequential loss or damage of Customer, including without limitation, loss of profits or use, even if such loss or damage was or could have been foreseen. Without limiting the generality of the foregoing, Customer acknowledges and agrees that AES's total liability for all claims is limited to amounts Customer paid to AES under this Contract.

16.2 California Law. This Contract will be governed by and construed in accordance with the laws of the State of California. Any dispute, arbitration or lawsuit or action will be venued in Butte County, California.

16.3 Scope of Contract. Time is of the essence in this Contract. No contractual rights arise until this Contract is accepted in writing, as evidenced by the signatures of both Customer and AES below. No modification or waiver of this Contract is valid unless in writing and signed by both the parties. This Contract constitutes the entire integrated agreement and supersedes all prior agreements and discussions. Neither party is bound by any representation, warranty, promise, statement, or information, unless it is specifically incorporated into this Contract. If a part of this Contract is held to be unenforceable for any reason, then that part will be stricken and the remainder of this Contract will remain in full force and effect. This Contract will bind and inure to the benefit of the parties' respective heirs, executors, administrators, successors, and assigns. This Contract may be executed and initialed in one or more counterparts. Faxed or e-mailed signatures are equally as effective and binding as originals. AES may at its discretion engage subcontractors to perform the entirety or any part of the Work. AES will pay such subcontractors and in all instances remain responsible for the proper completion of the Work.

CUSTOMER:



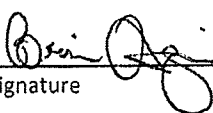
Signature
Peter R. Carr

Print Name
City Manager

Title
1/4/2017

Date

ALTERNATIVE ENERGY SYSTEMS, INC:



Signature
Brian Aguilar

Print Name
Energy Consultant

Title
1/9/2017

Date

Approved as to form



Gregory P. Einhorn, City Attorney

**EXHIBIT A
System Specifications**

System Address	Waste Water Treatment Facility – Orland, CA		
System Description	This solar project will be interconnected to two PG&E services: 1. WWTF 2. New Service for the RES+BCT program (City of Orland buildings)		
kW DC (STC)	417.6		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	960
SMA America	STP24000TL-US-10	24kW inverter	16
SunPower	Helix Tracker	Single-axis solar tracking system	As needed
Deck	Cellular Based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

- Scope of Work: Conduct a feasibility study with PG&E
- Design/Engineer the solar system
- Coordinate the installation of the new PG&E service (not to exceed \$200,000)
- To install 4 Helix tracker systems that equal 417.6 kW
- Install solar PV system(s)
- Interconnect the system to both the new PG&E service and the existing waste water treatment facility PG&E service
- Coordinate with PG&E for the NEM/RES+BCT programs

Clarifications:

- All work in this proposal to be completed on a 4 day/10 hour or 5 day/8 hour straight time basis. No weekends, holidays, nights, or overtime. If required to meet the client's operations schedule, all additional cost will be to City.
- Since there is no soils report available, AES assumes good pile driving conditions, Refusals, rocks, and other obstructions to Pile driving efforts will result in additional charges to the City.
- AES assumes complete unrestricted access to our work and use of equipment when needed while each section is open for us.
- At the site, the City will remove all vegetation, debris and waste prior to construction.

INITIAL PZC BA
CUSTOMER AES

EXHIBIT B
Contract Price, Payment & Installation Schedule

Installation & Payment Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>12/19/2016</u>	Contract Signing: PG&E begins PG&E Approval Process. This is non-refundable covering application costs.	\$ 5,000.00
PG&E Approval	<u>1/18/2017</u>	Deposit (15% less invoice 1): Due upon utility provider approval and issuance of building permit.	\$ 229,982.85
Mobilization & Installation	<u>4/28/2017</u>	System Costs: (60%): Materials being delivered to job site or storage, installation begins, and AES receives balance of material costs.	\$ 919,931.40
Completion	<u>6/9/2017</u>	Installation Cost (15%): Installation is concluded and AES receives construction labor and sub-contractor costs.	\$ 229,982.85
Final Acceptance	<u>7/21/2017</u>	Permission to Operate or PTO (10%): Commissioning, Final Walk-Thru, and PTO from the utility company.	\$ 153,321.90
Sum of Invoice Amounts			\$ 1,538,219.00

INITIAL PRC GA
 CUSTOMER AES



Project Change Order

Customer: City of Orland
Address: 815 4th Street, Orland, CA 95963 (City Hall)

Date: 06/29/2017
Project No: 1373
CO No: 1

Re: Changes to Contract Agreement Dated: 01/04/2017

Dear Peter Carr:

This Change Order is to summarize the changes to your PV Contract. The work done in accordance with this change order is necessary to support the installation of your PV System. Please review, sign, and return to confirm the changes are acceptable to you:

Scope: This project has changed in that there will now be 10 project sites around the City of Orland rather than one. The following Exhibits C – L are meant to update Exhibits A and B of the original contract.

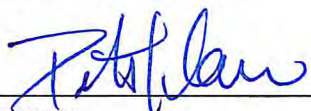
Original Contract Value: \$1,538,219.00

Change Order Value: \$6,847.00

New Contract Value: \$1,545,066.00

All other necessary design, supervision and installation requirements remain as specified. No other changes to your PV Contract are required or authorized. Once approved by Alternative Energy Systems, this document will become a supplement to your PV Contract and all provisions will apply hereto.

Accepted By:



Customer

6-30-17

Date

Alternative Energy Systems

Date

EXHIBIT C
System Specifications, Payment & Installation Schedule

System Description	Waste Water Treatment Facility		
System Address	Orland Waste Water Treatment Facility– Orland, CA		
kW DC (STC)	187.9 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	432
SMA America	STP24000TL-US-10	24kW inverter	6
ProSolar	GroundTrac	Ground Mount Racking System	As needed
Deck	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$539,268.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$53,926.80
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$323,560.80
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$80,890.20
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$80,890.20
Sum of Invoice Amounts			\$539,268.00

INITIAL PRC
CUSTOMER AES

EXHIBIT D
System Specifications, Payment & Installation Schedule

System Description	City Hall & Orland Police Department		
System Address	815 4 th Street, Orland, CA 95963		
kW DC (STC)	23.5 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	54
SMA America	SB7.0-US	7 kW inverter	3
Unirac	Solarmount	Roof racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$78,434.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$7,843.40
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$47,060.40
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$11,765.10
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$11,765.10
Sum of Invoice Amounts			\$78,434.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT E
System Specifications, Payment & Installation Schedule

System Description	Orland Pool		
System Address	Roosevelt Ave SS, Orland, CA 95963		
kW DC (STC)	18.3 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	42
SMA America	SB7.7-US	7.7 kW inverter	2
Unirac	Solarmount	Roof racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Notes: Customer is providing a new roof where the panels will be installed. The timeframes below are estimated and are contingent upon the installation of the new roof.

Contract Price

Installed System Cost \$61,749.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$6,174.90
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$37,049.40
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$9,262.35
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$9,262.35
Sum of Invoice Amounts			\$61,749.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT F
System Specifications, Payment & Installation Schedule

System Description	Corp Yard & Well #5 (2 Meters)		
System Address	Road M & 200, Orland, CA 95963		
kW DC (STC)	54.8 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	126
SMA America	STP20000TL-US-10	20 kW inverter	2
SMA America	SB7.0-US	7.0 kW inverter	1
Baja Construction	Carport	Superpurlin design	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$192,332.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$19,233.20
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$115,399.20
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$28,849.80
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$28,849.80
Sum of Invoice Amounts			\$192,332.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT G
System Specifications, Payment & Installation Schedule

System Description	Well #7		
System Address	Suisun St NS/W/5 th St, Orland, CA 95963		
kW DC (STC)	60.7 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	140
SMA America	STP30000TL-US-10	30 kW inverter	2
ProSolar	Groundtrac	Ground mount racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$156,267.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$15,626.70
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$93,760.20
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$23,440.05
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$23,440.05
Sum of Invoice Amounts			\$156,267.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT H
System Specifications, Payment & Installation Schedule

System Description	Rec Center		
System Address	1002 Hambright Ln, Orland, CA 95963		
kW DC (STC)	17.4 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	40
SMA America	SB7.0-US	7.0 kW inverter	2
Unirac	Solarmount	Roof racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$60,477.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$6,047.70
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$36,286.20
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$9,071.55
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$9,071.55
Sum of Invoice Amounts			\$60,477.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT I
System Specifications, Payment & Installation Schedule

System Description	Orland Fire Department (2 Meters)		
System Address	519 Colusa St, Orland, CA 95963		
kW DC (STC)	28.7 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	66
SMA America	SB7.0-US	7.0 kW inverter	3
SMA America	SB3.8-US	3.8 kW inverter	1
Unirac	Solarmount	Roof racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$99,714.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$9,971.40
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$59,828.40
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$14,957.10
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$14,957.10
Sum of Invoice Amounts			\$99,714.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT J
System Specifications, Payment & Installation Schedule

System Description	Well #4		
System Address	136 Bonnie Ln, Orland, CA 95963		
kW DC (STC)	31.3 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	72
SMA America	STP30000TL-US-10	30.0 kW inverter	1
ProSolar	Groundtrac	Ground mount racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Contract Price

Installed System Cost \$91,311.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$9,131.10
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$54,786.60
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$13,696.65
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$13,696.65
Sum of Invoice Amounts			\$91,311.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT K
System Specifications, Payment & Installation Schedule

System Description	Lely Aquatic Park		
System Address	Rd 200 NS, Orland, CA 95963		
kW DC (STC)	38.3 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	88
SMA America	STP15000TL-US-10	15.0 kW inverter	2
Unirac	Solarmount	Roof mount racking system	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES

Notes: The customer is having two shade structures built for picnic areas. The timeframes below are estimated and are contingent upon the installation of the new shade structures being built to mount the solar panels.

Contract Price

Installed System Cost \$123,116.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$12,311.60
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$73,869.60
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$18,467.40
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$18,467.40
Sum of Invoice Amounts			\$123,116.00

INITIAL PRC
 CUSTOMER AES

EXHIBIT L
System Specifications, Payment & Installation Schedule

System Description	Well #8 – Vinsonhaler Park		
System Address	Roosevelt Ave 2/Vin Park, Orland, CA 95963		
kW DC (STC)	38.3 kW		
Manufacturer	Model¹	Description	Qty
SunPower	E20-435-COM	435WDC monocrystalline solar panel	90
SMA America	STP15000TL-US-10	15.0 kW inverter	1
Baja Construction	Carport	Superpurlin design	As needed
SMA America	Web-based	Performance monitoring	As needed

¹ See Section 5: SUBSTITUTIONS; EXTRAS AND CHANGES


Contract Price

Installed System Cost \$142,398.00

Payment and Installation Schedule

DUE UPON	ESTIMATED	DESCRIPTION	INVOICE AMOUNT
Contract Signing	<u>06/29/17</u>	Deposit (10%): AES receives materials deposits and design engineering costs, submits plan-sets for AHJ to review, and orders materials.	\$14,239.80
Mobilization & Installation	<u>09/27/17</u>	System Cost (60%): Materials delivered to job site or storage, installation begins, and AES receives balance of materials costs.	\$85,438.80
Completion	<u>10/25/17</u>	Installation Costs (15%): Installation is concluded and AES receives construction labor, and sub-contractor costs (if any).	\$21,359.70
Final Acceptance	<u>11/24/17</u>	Permission to Operate (10%): Commissioning, Final Walk-thru, PTO from the utility company, and AES receives final payment once PTO is issued.	\$21,359.70
Sum of Invoice Amounts			\$142,398.00

INITIAL PRC
 CUSTOMER AES

City of , CA
CREBs Lease Purchase Agreement
Sample Payment Schedule and Cashflow Analysis
(15 Year Repayment Term, Level Annual Payments)

Solar Project Costs	\$	1,545,066
Financing Costs (estimated)	\$	30,000
CREBs Financed Amount	\$	1,575,066
Taxable Interest Rate [a]		4.100%
Federal Tax Credit Rate (as of 6/20/17)		4.170%
70% of the Federal Tax Credit Rate [b]		2.919%
Net Effective Rate (after Subsidy) [a - b]		1.181%
Annual Net Payment (after Subsidy)	\$	115,458
15 Year Cumulative Positive Cashflow	\$	1,033,120
Installation Period (months)		6
Final Maturity (yrs.)		15.42
Average Life (yrs.)		8.43
Closing Date (estimated)		6/29/17

City of CA
 CREBs Lease Purchase Agreement
 Sample Payment Schedule and Cashflow Analysis
 (15 Year Repayment Term, Level Annual Payments)

Sample CREBs Payment Schedule

15 Year Cashflow Analysis

Pmt. No.	Payment Date	Outstanding Balance	Principal Portion	Interest Portion	Total Payment Amount	US Treasury Subsidy Amount	Semi-Annual Net Payment After Subsidy	15 Year Cashflow Analysis		
								Annual Net Payment After Subsidy	Annual Net Savings	Annual Positive Cashflow
1	6/1/18	\$ 1,534,492	\$ 40,574	\$ 59,555	\$ 100,129	\$ 42,400	\$ 57,729			
2	12/1/18	\$ 1,485,824	\$ 48,668	\$ 31,457	\$ 80,125	\$ 22,396	\$ 57,729	\$ 115,458	\$ 159,887	\$ 44,429
3	6/1/19	\$ 1,436,869	\$ 48,955	\$ 30,459	\$ 79,415	\$ 21,686	\$ 57,729			
4	12/1/19	\$ 1,387,624	\$ 49,244	\$ 29,456	\$ 78,700	\$ 20,971	\$ 57,729	\$ 115,458	\$ 163,085	\$ 47,627
5	6/1/20	\$ 1,338,089	\$ 49,535	\$ 28,446	\$ 77,981	\$ 20,252	\$ 57,729			
6	12/1/20	\$ 1,288,262	\$ 49,828	\$ 27,431	\$ 77,258	\$ 19,529	\$ 57,729	\$ 115,458	\$ 166,346	\$ 50,888
7	6/1/21	\$ 1,238,140	\$ 50,122	\$ 26,409	\$ 76,531	\$ 18,802	\$ 57,729			
8	12/1/21	\$ 1,187,722	\$ 50,418	\$ 25,382	\$ 75,800	\$ 18,071	\$ 57,729	\$ 115,458	\$ 169,673	\$ 54,215
9	6/1/22	\$ 1,137,006	\$ 50,716	\$ 24,348	\$ 75,064	\$ 17,335	\$ 57,729			
10	12/1/22	\$ 1,085,991	\$ 51,015	\$ 23,309	\$ 74,324	\$ 16,595	\$ 57,729	\$ 115,458	\$ 173,067	\$ 57,609
11	6/1/23	\$ 1,034,675	\$ 51,316	\$ 22,263	\$ 73,579	\$ 15,850	\$ 57,729			
12	12/1/23	\$ 983,056	\$ 51,619	\$ 21,211	\$ 72,830	\$ 15,101	\$ 57,729	\$ 115,458	\$ 176,528	\$ 61,070
13	6/1/24	\$ 931,132	\$ 51,924	\$ 20,153	\$ 72,077	\$ 14,348	\$ 57,729			
14	12/1/24	\$ 878,901	\$ 52,231	\$ 19,088	\$ 71,319	\$ 13,590	\$ 57,729	\$ 115,458	\$ 180,058	\$ 64,600
15	6/1/25	\$ 826,362	\$ 52,539	\$ 18,017	\$ 70,557	\$ 12,828	\$ 57,729			
16	12/1/25	\$ 773,513	\$ 52,849	\$ 16,940	\$ 69,790	\$ 12,061	\$ 57,729	\$ 115,458	\$ 183,660	\$ 68,202
17	6/1/26	\$ 720,351	\$ 53,161	\$ 15,857	\$ 69,018	\$ 11,289	\$ 57,729			
18	12/1/26	\$ 666,876	\$ 53,475	\$ 14,767	\$ 68,243	\$ 10,514	\$ 57,729	\$ 115,458	\$ 187,333	\$ 71,875
19	6/1/27	\$ 613,085	\$ 53,791	\$ 13,671	\$ 67,462	\$ 9,733	\$ 57,729			
20	12/1/27	\$ 558,976	\$ 54,109	\$ 12,568	\$ 66,677	\$ 8,948	\$ 57,729	\$ 115,458	\$ 191,080	\$ 75,622
21	6/1/28	\$ 504,548	\$ 54,428	\$ 11,459	\$ 65,887	\$ 8,158	\$ 57,729			
22	12/1/28	\$ 449,798	\$ 54,750	\$ 10,343	\$ 65,093	\$ 7,364	\$ 57,729	\$ 115,458	\$ 194,901	\$ 79,443
23	6/1/29	\$ 394,725	\$ 55,073	\$ 9,221	\$ 64,294	\$ 6,565	\$ 57,729			
24	12/1/29	\$ 339,327	\$ 55,398	\$ 8,092	\$ 63,490	\$ 5,761	\$ 57,729	\$ 115,458	\$ 198,800	\$ 83,342
25	6/1/30	\$ 283,601	\$ 55,725	\$ 6,956	\$ 62,682	\$ 4,952	\$ 57,729			
26	12/1/30	\$ 227,547	\$ 56,054	\$ 5,814	\$ 61,868	\$ 4,139	\$ 57,729	\$ 115,458	\$ 202,775	\$ 87,317
27	6/1/31	\$ 171,162	\$ 56,385	\$ 4,665	\$ 61,050	\$ 3,321	\$ 57,729			
28	12/1/31	\$ 114,443	\$ 56,718	\$ 3,509	\$ 60,227	\$ 2,498	\$ 57,729	\$ 115,458	\$ 206,831	\$ 91,373
29	6/1/32	\$ 57,390	\$ 57,053	\$ 2,346	\$ 59,399	\$ 1,670	\$ 57,729			
30	12/1/32	\$ (0)	\$ 57,390	\$ 1,176	\$ 58,567	\$ 838	\$ 57,729	\$ 115,458	\$ 210,967	\$ 95,509
			\$ 1,575,066	\$ 544,369	\$ 2,119,435	\$ 387,564	\$ 1,731,871	\$ 1,731,871	\$ 2,764,991	\$ 1,033,120