

Performance Guarantee Agreement

Between

SunPower Corporation, Systems

And

Bonita Unified School District

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## **SOLAR SYSTEM PERFORMANCE GUARANTEE AGREEMENT**

THIS SOLAR SYSTEM PERFORMANCE GUARANTEE AGREEMENT (“Agreement”) dated March [ ], 2016 (“Effective Date”), is entered into by and between SUNPOWER CORPORATION, SYSTEMS, a Delaware corporation (“SunPower”), with its principal place of business at 1414 Harbour Way South, Richmond, California 94804, and Bonita Unified School District, (“Customer”), with its principal place of business at 115 W. Allen Avenue, San Dimas, CA 91773. In this Agreement, SunPower and Customer are each referred to individually as a “Party” and collectively as the “Parties.”

### **Recitals**

WHEREAS, SunPower has separately entered into a Design-Build Contract (the “Design-Build Contract” or “DBC”) and an Operations and Maintenance Agreement (the “O&M Agreement”) with Customer (collectively, the “Solar Agreement”), pursuant to which Customer has purchased from SunPower the solar power systems identified on Exhibit A: Solar Power Systems (“Systems”); and

WHEREAS, SunPower and Customer desire to enter into an agreement pursuant to which SunPower will guarantee the annual energy generation of the Systems;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which each Party hereby acknowledges, SunPower and Customer agree as follows:

## **ARTICLE I. DEFINED TERMS**

### **Section 1.01 Defined Terms.**

As used in this Agreement, the following terms shall have the meanings set forth below:

**Actual Generation** means, for each Guarantee Year during the Term, each Systems’ alternating current or “AC” electricity production in kilowatt-hours (“kWh”) as measured according to Section 3.03.

**Avoided Energy Price per kWh** means the amount (as set forth in Exhibit C: Avoided Energy Price) that SunPower will pay to Customer for each kWh of Annual Deficit for each System following the end of each True-up Period, according to Section 3.02.

**Commencement Date** means, the date when the System: (i) is capable of the commercial delivery of energy to the full extent of its designed capacity, (ii) has begun delivering energy for sale or use, (iii) has been issued a Permission to Operate Letter by Southern California Edison, and (iv) has been accepted by Customer according to the terms and conditions contained within the Design-Build Contract.

**Customer Responsibilities** shall have the meaning set forth in Section 4.02.

**Data Acquisition System or DAS** means SunPower's system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-Site and software housed on SunPower's DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Sites: actual AC electricity production of the System (in kWh) and solar irradiance (in W/m<sup>2</sup>)

**Design-Build Contract** shall have that meaning as set forth in the Recitals.

**Expected Energy** means, for the Systems in a specified Guarantee Year, the kilowatt hours for each System set forth on Exhibit B: Expected Energy.

**Force Majeure** means:

- Acts of God, including, without limitation, earthquakes, epidemics, landslides, fires, volcanic activity, storms, floods or similar occurrences;
- Acts of terrorism, vandalism, theft, a public enemy, war, or war defense conditions, blockades, insurrections, riots, general arrest or restraint of government and people, or civil disturbance;
- Any general (i.e., national or regional) strikes, walkouts, lockouts, or similar industrial or labor actions or disputes (excluding strikes, walkouts, lockouts or similar industrial or labor actions that are limited to a Party or any subcontractor or materials supplier);
- Any temporary or permanent quarantines, blockades, rules or regulations, enacted or imposed by governmental authorities, that cause any disruption to any System's energy generation or impedes a Party's Site access;
- Changes in any law, ordinance, or regulation relating specifically to the design, construction, installation, interconnection or operation of any System that becomes effective after the Effective Date of this Agreement and materially and adversely affects the ability of either Party to perform its obligations under this Agreement or under the Solar Agreement;
- Fire, explosion or other casualty, to the extent not caused by a breach of the Warranty;
- Impingements on solar access by structures or activities on neighboring sites or that are otherwise beyond the control of either Party;
- Externally-caused outages, including:
  - Network Disturbance Hours: hours during which a fluctuation in the utility network parameters (e.g., a frequency or voltage variation) has disconnected the inverters or any System from the utility network and prevents energy from being evacuated from any System
  - Network Outage Hours: hours during which a failure in the distribution network or in the connection infrastructure prevents energy from being evacuated from any System

- Customer-Caused Hours: hours during which the equipment or any System is off-line due to Customer- required outages
- Major Maintenance Hours: hours during which the equipment or any System is off-line due to Customer-requested major maintenance work that is outside of the scope of the O&M Agreement, and the warranties provided under the Design-Build Contract.

**Guaranteed Level** means 97% of the Expected Energy for the Systems for a Guarantee Year.

**Guarantee Year** means, for the Systems, each successive twelve (12)-month period during the Term starting on the Commencement Date for each System.

**In-Compliance Letter** shall have the meaning set forth in Section 4.03.

**Kilowatt-hour or kWh** means electrical energy, expressed in kilowatt-hours, and recorded from the kWh interval records of each System's Revenue Meter.

**Noncompliance Period** shall have the meaning set forth in Section 4.03.

**Operations & Maintenance Agreement or O&M Agreement** shall have the meaning set forth in the Recitals.

**Out-of-Compliance Letter** shall have the meaning set forth in Section 4.03.

**PVSim** means the software program, utilized by SunPower to predict the amount of energy that a Solar Power System will produce in an average year, that currently has the following characteristics: (1) based on PVFORM, the photovoltaic simulation software produced by Sandia National Laboratories and the US Department of Energy, (2) models all photovoltaic characteristics, (3) takes all ancillary array losses into account, and (4) uses either measured data or typical meteorological year files from Meteonorm, 3Tier, and/or NREL.

**Revenue Meter** means the principal meter of a given System from which energy output is read and documented.

**SEMMY** or Simulated Energy in a Measured Meteorological Year, means, with respect to any Guarantee Year, Year 1 AC Energy output of a System, simulated by PVSim using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used to calculate SETMY.

**SETMY** or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy output of a System, simulated by PVSim using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.

**Site(s)** means the real estate where the Systems and any support structure that touch or support the Systems are located.

**Solar Agreement** means the agreement(s) described in the Recitals.

**System(s)** means Customer's photovoltaic systems that are located at the Sites and was purchased from SunPower, as more particularly identified in Exhibit A: Solar Power Systems.

**Subcontractor** means, any person or firm who contracts with SunPower, or with any contractor of any tier operating under a contract with SunPower, to provide or furnish in connection with any System any supplies, materials, equipment, or services of any kind, whether design, construction, service, or otherwise.

**Term**, when used in this Agreement, means the period of time starting on the Commencement Date for each System and continuing for twenty-five (25) years, expiring on the twenty-fifth (25th) anniversary of each Commencement Date. Termination of the O&M Agreement shall terminate this Agreement without further action of either Party, except for the notice requirements described in both Agreements.

**True-up Period** means, for the Systems, each successive ~~three-one~~ (31)-year period ~~during one or more Terms~~ starting on the Commencement Date for each System, ~~except for the 25<sup>th</sup> year, in which case the True-up Period means one year.~~

**Weather Adjustment** means the method for reconciling Expected Energy, calculated using a typical weather year, with the actual meteorological conditions measured on-Site for that year, as described in Section 3.01.

**Weather File** means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: LaVerne 3Tier (v1.1 10km).

## ARTICLE II. PERFORMANCE GUARANTEE PRICE.

### Section 2.01 Price.

The Performance Guarantee Price is zero dollars; the consideration for this Performance Guarantee given by SunPower to the Customer is represented in the payments made for services under both the Design-Build Contract and the Operations and Maintenance Agreement.

## ARTICLE III. PERFORMANCE GUARANTEE

SunPower guarantees to Customer that the Actual Generation of each System during any Guarantee Year, subject to the limitations, terms and conditions stated in this Agreement, shall be not less than the product of the Guaranteed Level and the Expected Energy for that System, as adjusted for measured meteorological conditions according to Section 3.01. Notwithstanding any other provisions of this Agreement, component failures not caused by an act of Force Majeure or by the Customer, including but not limited to, failure of one or more inverters, shall not excuse any System's performance obligations under this Agreement.

### Section 3.01 Guaranteed Output Calculations.

SunPower shall calculate the Annual Deficit for each System for each Guarantee Year during the Term(s) according to the following:

$$(a) \quad \text{Annual Deficit} = (\text{Expected Energy} \times \text{Guaranteed Level}) \times \text{Weather Adjustment} - \text{Actual Generation}$$

- (b) Where “Weather Adjustment” means the following ratio:

$$\frac{\text{Simulated Energy in a Measured Meteorological Year (SEMMY)}}{\text{Simulated Energy for a Typical Meteorological Year (SETMY)}}$$

### **Section 3.02 Guarantee Payment.**

- (a) For the System, at the end of each True-up Period:
- (i) if the  $\sum$  Annual Deficits for the System  $> 0$ , then SunPower shall pay to Customer an amount equal to the sum of the following calculation for each Guarantee Year in the True-up Period: the Annual Deficit value (positive or negative) multiplied by the Avoided Energy Price per kWh for the corresponding Guarantee Year (a “Guarantee Payment”); and
  - (ii) if the  $\sum$  Annual Deficits for the System is  $<$  or equal to 0, then no Guarantee Payment is owed for that True-up Period; and
  - (iii) At the end of each True-up Period, SunPower shall, provide Customer with a report detailing the calculations set forth in Section 3.01 for each System for each Guarantee Year, and promptly notify Customer of the calculations and any Guarantee Payments due to the Customer. This report shall contain sufficient information for the Customer to be able to determine the accuracy of SunPower’s conclusion as to the amount, if any, of any Guarantee Payments. All Guarantee Payments shall be paid by SunPower within thirty (30) days after the date of such report.

### **Section 3.03 Actual Generation Measurement.**

The process for measuring Actual Generation for each System for each Guarantee Year shall be:

- (a) **Initial Output Data Collection.** During the Term, SunPower will collect energy output data for each System using its Data Acquisition System. For each Guarantee Year, SunPower will sum the daily kWh output provided by the DAS for each System to calculate the Actual Generation for each System for such Guarantee Year.
- (b) **Equipment Calibration and Replacement.** SunPower will have the meteorological equipment calibrated or replaced by the manufacturer, at SunPower’s own expense, every twenty-four (24) months. SunPower shall notify Customer of the scheduled calibration date at least 30 days in advance, and shall provide the Customer written proof of calibration or replacement.
- (c) **Contingency for Equipment Failure.** In the event of hardware, communication, or other failure affecting the DAS, SunPower will make commercially-reasonable efforts to resolve the failure in a timely manner. In

the event that data is lost, Actual Generation for each effected System shall be adjusted to compensate for such lost data:

- (i) In lieu of lost meteorological data, SunPower will utilize data obtained from a nearby meteorological station that SunPower monitors and selects for such purpose.
- (ii) In lieu of lost electricity data, SunPower will utilize the cumulative data from each System's Revenue Meter readings to calculate the electricity generated during the missing interval. In the event that data from any System's Revenue Meter is inaccurate or missing, SunPower will simulate electricity production during the missing interval utilizing measured meteorological data and PVSIM. The simulated electricity production during the missing interval will be added to the Actual Generation of the effected System for the subject Guarantee Year.

This Section 3.03(c) states SunPower's sole liability, and Customer's exclusive remedy, for any equipment failure or lost data relating to the DAS.

#### **ARTICLE IV. CUSTOMER RESPONSIBILITIES**

##### **Section 4.01 Designated Contacts.**

Customer hereby designates the following individual, who shall be authorized to represent Customer in the administration of this Agreement, as "Primary Contact":

Primary Contact:

Assistant Superintendent, Business Services  
Bonita Unified School District  
115 W. Allen Avenue  
San Dimas, CA 91773  
Phone: (909) 971-8200

##### **Section 4.02 Customer Responsibilities.**

Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:

- (a) maintain an Operations & Maintenance Agreement with SunPower for the Systems and allow, in a timely fashion, any repairs that SunPower may recommend from time to time;
- (b) not be in breach of any Customer obligations under the Solar Agreement;
- (c) grant reasonable access to the Systems to SunPower personnel and representatives;
- (d) ensure that the Primary Contact has the capability to resolve any failures of DAS communications, and



- (e) not modify, alter, damage, service, shade, or repair, without SunPower's prior written approval, any part of the Systems, the supporting structure for the Systems (including building roof, if applicable), or the associated wiring.

#### **Section 4.03 Customer's Failure to Uphold Responsibilities.**

SunPower's obligations under this Agreement shall be suspended for the duration of Customer's failure to satisfy any of Customer's Responsibilities described in Section 4.02. SunPower shall promptly notify Customer of any such failures by issuing an Out-of-Compliance Letter. If Customer disputes the Out-of-Compliance Letter, the Parties shall meet and confer to resolve the dispute within thirty (30) days after Customer receives the Out-of-Compliance Letter. If Customer cures all failures described in the Out-of-Compliance Letter, SunPower will notify Customer by issuing an In-Compliance Letter that states that Customer is complying with Customer's Responsibilities. For any period between the issuance of an Out-of-Compliance Letter and the issuance of an In-Compliance Letter (a "Noncompliance Period"), SunPower shall have no liability under this Agreement. Each month in which there is a Noncompliance Period, any Actual Generation in such month(s) shall be disregarded in the calculation of Annual Deficits under Section 3.01, and the Expected Energy for any Guarantee Year in which there is a Noncompliance Period shall be reduced by an amount proportionate to the period so disregarded and the actual or reasonably-estimated meteorological data during such period.

#### **Section 4.04 Termination.**

- (a) *Termination by SunPower.* If (1) thirty (30) days after any payment under this Agreement has become due, Customer still has not made such payment, or (2) thirty (30) days after the Parties have met and conferred to resolve any dispute described in Section 4.03, such dispute remains unresolved, then SunPower will provide notice to Customer. If, thirty (30) days after such notice, Customer has not paid all amounts due or any dispute described in Section 4.03 remains unresolved, then SunPower may terminate this Agreement with respect to the Systems. Provided that, within thirty (30) days after termination becomes effective, SunPower refunds to Customer any amounts that Customer has paid for services to be performed by SunPower after termination, SunPower will not have any further liability or obligation under this Agreement with respect to the terminated Systems.
- (b) *Termination by Customer.* Customer may terminate this Agreement, with respect to the Systems, by providing to SunPower, at least thirty (30) days before termination will become effective, written notice of Customer's intent to terminate. Within thirty (30) days after termination becomes effective, SunPower will refund to Customer any amounts that Customer has paid for services to be performed after termination becomes effective; and, after termination becomes effective and SunPower has refunded to Customer all required amounts, SunPower will not have any further liability or obligation under this Agreement with respect to the terminated System or Systems.

## **ARTICLE V. EXPECTED ENERGY ADJUSTMENT**

### **Section 5.01 Adjustment of Expected Energy.**

To the extent that any of the following events results in a change in the production of electricity by any System, Expected Energy for that System shall be adjusted correlatively for the period of such change:

- (a) There is any failure of any System to perform caused by legislative, administrative or executive action, regulation, order, or requisition by any federal, state or local government, local utility or public utilities commission;
- (b) There is an event of Force Majeure; or
- (c) There is any change in usage of or structures on the Site, or buildings at or near the Site, that causes additional shading or soiling, or otherwise reduces performance of any System.
- (d) Modifications to system arrays during design or construction due to the Authority Having Jurisdiction (AHJ), customer, or unforeseen conditions.

### **Section 5.02 Notification of Changes to Expected Energy.**

If SunPower determines that any changes to Expected Energy are required based on an event or events described in Section 5.01, then SunPower shall notify the Customer in writing of the basis for such determination, and SunPower shall either provide revised definitions of Expected Energy in exhibits that shall replace the current exhibits to this Agreement, or specify a date by which it shall do so. Such determination by SunPower shall be subject to Customer's acceptance, which shall not unreasonably be withheld. In the event that SunPower and Customer cannot reach agreement on appropriate changes to Expected Energy based on Section 5.01, the Parties shall resolve the dispute in accordance with Section 6.02.

## **ARTICLE VI. MISCELLANEOUS PROVISIONS.**

### **Section 6.01 Limitation of Liability.**

Except for liabilities arising from or related to a Party's willful misconduct or negligence, neither Party shall be liable under this Agreement for any indirect, consequential or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of use of any equipment or facilities. Excepting for liabilities arising from or related to SunPower's willful misconduct or negligence, in no event shall SunPower's liability hereunder exceed any payment obligations arising under Section 3.02.

### **Section 6.02 Technical Disputes.**

In case of any technical dispute between the Parties relating to the calculation of the Actual Generation or Annual Deficit for any System, the Customer shall have the right to request the appointment of a technical expert (the "Expert"), from the following experts, to resolve the issue: Sandia National Laboratories, BEW Engineering (BEW is an engineering company, headquartered in Burlington, MA and owned by DNV KEMA – headquartered in Norway, DNV is a world-leading provider of testing, certification, and advisory services to companies in the electrical power

industry – that specializes in renewable energy), SGS S.A. (SGS is an inspection, verification, testing, and certification company that is based in Geneva, Switzerland), or TUV (based in Newtown, MA, TUV is a testing company that has a specialty solar energy systems practice). The Expert shall finally determine the technical matter at issue in accordance with the provisions of this Agreement and act as arbitrator. If none of the Experts listed above are available or acceptable to both Parties, the Parties will work in good faith to secure a suitable alternate Expert. The Expert shall deliver its determination to the Parties in writing, including an explanation of the underlying reasons for such determination, within thirty (30) calendar days after the Expert accepts the appointment. The Expert's determination shall be final and binding upon the Parties. The costs of the determination, including fees and expenses of the Expert, shall be borne by the Party the Expert deems is in the wrong.

### **Section 6.03 Notices.**

All notices or other communications given, delivered or made under this Agreement by either Party to the other Party shall be in writing and delivered personally, by first-class mail, by reputable overnight delivery company, or by facsimile (with reasonable proof of successful transmission). All such notices or communications to a Party shall be mailed, delivered or faxed to such Party at the address shown below or to such other address as that Party may designate by ten (10) days' prior written notice:

If to Customer:

Bonita Unified School District  
115 W. Allen Avenue  
La Verne, CA 91773  
Attention: Assistant Superintendent, Business Services

If to SunPower:

SunPower Corporation, Systems  
1414 Harbour Way South, Suite 1901  
Richmond, California 94804 USA  
Facsimile No: (510) 540-0552  
Attention: Contracts Administrator

### **Section 6.04 Entire Agreement.**

This Agreement and the Exhibits or other attachments hereto constitute the entire agreement regarding the subject matter of this Agreement and supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. Nothing herein shall operate to limit or relieve SunPower of any obligation or liability arising under or related to the Design-Build Contract or the O&M Agreement, or result in the merger of this Agreement with either or both of the Design-Build Contract or the O&M Agreement.

### **Section 6.05 Amendments.**

This Agreement may not be amended, supplemented or otherwise modified, except by a written instrument that specifically refers to this Agreement and is signed by both Parties, or, as specifically allowed under the terms and conditions outlined in

this Agreement, in accordance with any delegation of contracting authority granted by the Customer's Board and approved by the Customer's Board, as required.

**Section 6.06 No Waiver.**

Failure or delay by a Party to exercise any right or remedy under this Agreement shall not constitute a waiver thereof. A waiver of breach or default shall not operate as a waiver of any other breach or default, a waiver of the provision itself, or of the same type of breach or default on a future occasion. No waiver shall be effective unless explicitly set forth in writing and executed by the Party making the waiver.

**Section 6.07 Successors and Assigns.**

Except as provided herein, no Party may assign this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Either Party may assign the Agreement, without consent, to a parent or subsidiary, an acquirer of assets, or a successor by merger. Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Agreement upon any person or entity other than the Parties. In the event there is a change in ownership of the Systems or the Sites, Customer shall cause the new owner to execute and deliver to SunPower an assumption of Customer's obligations under this Agreement in a form reasonably acceptable to SunPower.

**Section 6.08 Severability.**

If any part of this Agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the enforceability of any other part hereof.

**Section 6.09 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**Section 6.10 Applicable Law; Venue.**

This Agreement shall be governed in all respects by the laws of the State of California, in each case without application of conflicts of law principles and without regard to the actual place or places of residence or business of the parties or the actual place or places of negotiation, execution or delivery of this Agreement. Venue shall be only within the federal courts within the County of Los Angeles.

**Section 6.11 Interpretation.**

Each Party agrees that this Agreement will be interpreted fairly to carry out its purpose and intent. Each Party waives any statute or rule of construction or interpretation that would require that any ambiguity be interpreted against any Party.

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

<b>SUNPOWER:</b>  <b>SUNPOWER CORPORATION, SYSTEMS,</b> a Delaware corporation  By: _____ Name: _____ Title: _____ Date: _____	<b>CUSTOMER:</b>  <b>BONITA UNIFIED SCHOOL DISTRICT</b>  By: _____ Name: _____ Title: _____ Date: _____
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**EXHIBIT A: SOLAR POWER SYSTEMS**

Site	Address
Allen Avenue Elementary School	740 E. Allen Avenue, San Dimas, CA 91773
Arma J. Shull Elementary School	825 N. Amelia, San Dimas, CA 91773
Bonita High School	3102 D Street, La Verne, CA 91750
Transportation Yard	115 W. Allen Avenue, San Dimas, CA 91773
Fred Ekstrand Elementary School	400 N. Walnut, San Dimas, CA 91773
Gladstone Elementary School	1314 W. Gladstone St., San Dimas, CA 91773
Grace Miller Elementary School	1629 Holly Oak St., La Verne, CA 91750
J. Marion Roynon Elementary School	2715 E Street, La Verne, CA 91750
La Verne Heights Elementary School	1550 E. Baseline, La Verne, CA 91750
Lone Hill Middle School	700 S. Lone Hill, San Dimas, CA 91773
Oak Mesa Elementary School	5200 N. Wheeler, La Verne, CA 91750
Ramona Middle School	3490 Ramona Ave., La Verne, CA 91750
San Dimas High School	800 W. Covina Blvd., San Dimas, CA 91773
Duration of SunPower's obligations under this Agreement (unless terminated earlier according to the provisions contained within this Agreement or the O&M Agreement)	Twenty-five (25) years, starting on the Commencement Date of each System.

### EXHIBIT B: EXPECTED ENERGY

Guarantee Year	Allen Avenue Elementary School	Arma J. Shull Elementary School	Bonita High School	Transporation Yard	Fred Ekstrand Elementary School	Gladstone Elementary School	Grace Miller Elementary School
1	247,809	260,666	1,125,590	655,728	301,169	271,456	227,088
2	247,189	260,014	1,122,776	654,089	300,416	270,778	226,520
3	246,571	259,364	1,119,969	652,454	299,665	270,101	225,954
4	245,955	258,715	1,117,169	650,823	298,916	269,426	225,389
5	245,340	258,069	1,114,376	649,195	298,169	268,752	224,826
6	244,727	257,424	1,111,590	647,572	297,423	268,080	224,264
7	244,115	256,780	1,108,811	645,954	296,680	267,410	223,703
8	243,505	256,138	1,106,039	644,339	295,938	266,741	223,144
9	242,896	255,498	1,103,274	642,728	295,198	266,075	222,586
10	242,289	254,859	1,100,516	641,121	294,460	265,409	222,029
11	241,683	254,222	1,097,765	639,518	293,724	264,746	221,474
12	241,079	253,586	1,095,020	637,919	292,990	264,084	220,921
13	240,476	252,952	1,092,283	636,325	292,257	263,424	220,368
14	239,875	252,320	1,089,552	634,734	291,526	262,765	219,817
15	239,275	251,689	1,086,828	633,147	290,798	262,108	219,268
16	238,677	251,060	1,084,111	631,564	290,071	261,453	218,720
17	238,080	250,432	1,081,401	629,985	289,346	260,799	218,173
18	237,485	249,806	1,078,697	628,410	288,622	260,147	217,627
19	236,891	249,182	1,076,001	626,839	287,901	259,497	217,083
20	236,299	248,559	1,073,311	625,272	287,181	258,848	216,541
21	235,708	247,937	1,070,627	623,709	286,463	258,201	215,999
22	235,119	247,317	1,067,951	622,150	285,747	257,556	215,459
23	234,531	246,699	1,065,281	620,594	285,032	256,912	214,921
24	233,945	246,082	1,062,618	619,043	284,320	256,269	214,383
25	233,360	245,467	1,059,961	617,495	283,609	255,629	213,847
<b>Total</b>	<b>6,012,878</b>	<b>6,324,837</b>	<b>27,311,518</b>	<b>15,910,706</b>	<b>7,307,619</b>	<b>6,586,666</b>	<b>5,510,104</b>

<b>Guarantee Year</b>	<b>J. Marion Roynon Elementary School</b>	<b>La Verne Heights Elementary School</b>	<b>Lone Hill Middle School</b>	<b>Oak Mesa Elementary School</b>	<b>Ramona Middle School</b>	<b>San Dimas High School</b>
1	310,927	221,858	628,668	287,217	706,594	1,375,447
2	310,150	221,304	627,096	286,499	704,827	1,372,009
3	309,375	220,750	625,528	285,783	703,065	1,368,579
4	308,601	220,199	623,964	285,069	701,307	1,365,157
5	307,830	219,648	622,405	284,356	699,554	1,361,744
6	307,060	219,099	620,849	283,645	697,805	1,358,340
7	306,292	218,551	619,296	282,936	696,061	1,354,944
8	305,527	218,005	617,748	282,229	694,321	1,351,557
9	304,763	217,460	616,204	281,523	692,585	1,348,178
10	304,001	216,916	614,663	280,819	690,853	1,344,807
11	303,241	216,374	613,127	280,117	689,126	1,341,445
12	302,483	215,833	611,594	279,417	687,403	1,338,092
13	301,727	215,293	610,065	278,718	685,685	1,334,746
14	300,972	214,755	608,540	278,022	683,971	1,331,410
15	300,220	214,218	607,018	277,326	682,261	1,328,081
16	299,469	213,683	605,501	276,633	680,555	1,324,761
17	298,721	213,149	603,987	275,942	678,854	1,321,449
18	297,974	212,616	602,477	275,252	677,157	1,318,145
19	297,229	212,084	600,971	274,564	675,464	1,314,850
20	296,486	211,554	599,468	273,877	673,775	1,311,563
21	295,745	211,025	597,970	273,193	672,091	1,308,284
22	295,005	210,497	596,475	272,510	670,410	1,305,013
23	294,268	209,971	594,984	271,828	668,734	1,301,751
24	293,532	209,446	593,496	271,149	667,063	1,298,496
25	292,798	208,923	592,012	270,471	665,395	1,295,250
<b>Total</b>	<b>7,544,395</b>	<b>5,383,212</b>	<b>15,254,106</b>	<b>6,969,094</b>	<b>17,144,915</b>	<b>33,374,098</b>



EXHIBIT C: AVOIDED ENERGY PRICE

Guarantee Year	Avoided Energy Price
Year 1	\$0.1500
Year 2	\$0.1545
Year 3	\$0.1591
Year 4	\$0.1639
Year 5	\$0.1688
Year 6	\$0.1739
Year 7	\$0.1791
Year 8	\$0.1845
Year 9	\$0.1900
Year 10	\$0.1957
Year 11	\$0.2016
Year 12	\$0.2076
Year 13	\$0.2139
Year 14	\$0.2203
Year 15	\$0.2269
Year 16	\$0.2337
Year 17	\$0.2407
Year 18	\$0.2479
Year 19	\$0.2554
Year 20	\$0.2630
Year 21	\$0.2709
Year 22	\$0.2790
Year 23	\$0.2874
Year 24	\$0.2960
Year 25	\$0.3049

**EXHIBIT D: TYPICAL SOLAR INSOLATION AND AC ENERGY**

Month	Typical Monthly Solar Insolation (kWh/m2/day)	Allen Avenue Elementary School	Arma J. Shull Elementary School	Bonita High School	Transporation Yard	Fred Ekstrand Elementary School	Gladstone Elementary School	Grace Miller Elementary School
Jan	3.00	14,599	14,746	60,535	38,745	15,904	15,912	13,359
Feb	3.61	15,144	15,676	65,657	40,073	17,158	16,465	13,832
Mar	4.92	20,921	21,789	93,053	55,355	25,152	22,865	19,168
Apr	5.81	21,844	23,298	102,873	57,659	27,400	24,081	20,063
May	6.80	24,887	26,710	118,790	65,684	32,016	27,456	22,864
Jun	7.57	25,746	27,679	123,272	68,045	33,506	28,388	23,664
Jul	7.86	27,805	30,169	134,333	73,489	35,758	30,640	25,548
Aug	7.34	26,658	28,543	124,723	70,565	33,433	29,163	24,417
Sep	5.99	22,394	23,431	100,640	59,275	27,266	24,391	20,462
Oct	4.37	18,453	19,115	80,266	48,821	21,450	20,052	16,844
Nov	3.37	15,321	15,446	64,529	40,615	16,942	16,680	13,994
Dec	2.77	14,036	14,064	56,919	37,400	15,184	15,360	12,873
<b>Total</b>	<b>5.29</b>	<b>247,809</b>	<b>260,666</b>	<b>1,125,590</b>	<b>655,728</b>	<b>301,169</b>	<b>271,456</b>	<b>227,088</b>

Month	Typical Monthly Solar Insolation (kWh/m2/day)	J. Marion Roynon Elementary School	La Verne Heights Elementary School	Lone Hill Middle School	Oak Mesa Elementary School	Ramona Middle School	San Dimas High School
Jan	3.00	17,964	13,104	36,270	14,425	37,947	80,748
Feb	3.61	18,731	13,385	37,749	15,658	40,802	84,485
Mar	4.92	26,120	18,556	52,958	23,798	59,078	116,504
Apr	5.81	27,671	19,480	55,827	26,378	63,999	120,895
May	6.80	31,567	22,417	63,973	31,471	74,455	137,649
Jun	7.57	32,745	23,309	66,417	33,252	77,711	142,453
Jul	7.86	35,384	25,149	71,520	35,246	83,700	153,918
Aug	7.34	33,733	23,934	68,027	32,464	78,370	148,337
Sep	5.99	27,986	19,849	56,684	25,759	63,766	124,887
Oct	4.37	22,919	16,360	46,226	19,921	50,713	103,190
Nov	3.37	18,855	13,652	38,106	15,354	40,089	84,990
Dec	2.77	17,251	12,663	34,910	13,491	35,964	77,391
<b>Total</b>	<b>5.29</b>	<b>310,927</b>	<b>221,858</b>	<b>628,668</b>	<b>287,217</b>	<b>706,594</b>	<b>1,375,447</b>