

33656

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement is made and entered into as of this 11th day of December, 2014 (the "Effective Date"), between SunEdison Government Solutions, LLC, a Delaware limited liability company ("Provider"), and The City of Long Beach ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").

WITNESSETH:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do the same;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services Agreement dated as of December 11, 2014 ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Solar Power & Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
2. Schedules. The following Schedules hereto are the respective Schedules to the Special Conditions referenced in the General Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

SUNEDISON GOVERNMENT SOLUTIONS, LLC

By: SUN EDISON LLC

By: Marc Fioravanti
 Name: MARC FIORAVANTI
 Title: VICE PRESIDENT
 Date: 12/12/2014

Form approved 12/11/14 *JPH*

THE CITY OF LONG BEACH

Assistant City Manager

By: P.H. West
 Name: Patrick H. West
 Title: City Manager
 Date: December 19, 2014

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

12/17, 2014
 CHARLES PARKIN, City Attorney

By: Linda T. Vu
 LINDA T. VU
 DEPUTY CITY ATTORNEY

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises: 3800 East Willow Street, Long Beach, CA 90815

Anticipated Rebate or Subsidy: NA

Solar System Size: 197 kW (DC)

Scope: Design and supply grid-interconnected, parking canopy mounted solar electric (PV) system. PPA pricing offered below does not include repaving of the parking lot.

Module: SunEdison SE-R365ByC

Inverter: Chint Power CPS SCA23KTL-DO/US-480 (IEEE 1547 qualified)

II. Schedule 2 - - kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate[*] (\$/kWh)	Year of System Term	\$/kWh Rate[*] (\$/kWh)
1	\$0.135	14	\$0.135
2	\$0.135	15	\$0.135
3	\$0.135	16	\$0.135
4	\$0.135	17	\$0.135
5	\$0.135	18	\$0.135
6	\$0.135	19	\$0.135
7	\$0.135	20	\$0.135
8	\$0.135	21	\$0.135
9	\$0.135	22	\$0.135
10	\$0.135	23	\$0.135
11	\$0.135	24	\$0.135
12	\$0.135	25	\$0.135
13	\$0.135		

*Calculated based on the year 1 kWh Rate multiplied by 0% inflation factor each year.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)
1*	\$4.57
2	\$4.06
3	\$3.80
4	\$3.46
5	\$3.11
6	\$2.75
7	\$2.68
8	\$2.61
9	\$2.53
10	\$2.45
11	\$2.37
12	\$2.29
13	\$2.20
14	\$2.11
15	\$2.06
16	\$1.96
17	\$1.86
18	\$1.76
19	\$1.65
20	\$1.54
21	\$1.42
22	\$1.30
23	\$1.18
24	\$1.05
25	\$0.92

Purchase Date Occurs on the 91st day following : (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)*
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5 th Anniversary	\$2.25
6 th Anniversary	\$2.18
7 th Anniversary	\$2.11
8 th Anniversary	\$2.03
9 th Anniversary	\$1.95
10 th Anniversary	\$1.87
11 th Anniversary	\$1.79
12 th Anniversary	\$1.70
13 th Anniversary	\$1.61
14 th Anniversary	\$1.56
15 th Anniversary	\$1.46
16 th Anniversary	\$1.36
17 th Anniversary	\$1.26
18 th Anniversary	\$1.15
19 th Anniversary	\$1.04
20 th Anniversary	\$0.92
21 st Anniversary	\$0.80
22 nd Anniversary	\$0.68
23 rd Anniversary	\$0.55
24 th Anniversary	\$0.42

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	300,531	14	280,164
2	299,028	15	278,763
3	297,533	16	277,369
4	296,046	17	275,983
5	294,565	18	274,603
6	293,092	19	273,230
7	291,627	20	271,863
8	290,169	21	270,504
9	288,718	22	269,152
10	287,274	23	267,806
11	285,838	24	266,467
12	284,409	25	280,164
13	282,987		

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

V. Schedule 5 – Notice Information

Purchaser:

The City of Long Beach

Provider:

SunEdison Government Solutions, LLC
c/o Sun Edison LLC
44 Montgomery Street, Suite 2200
San Francisco, CA 94133
1-415-230-3400

With a copy to

General Counsel
600 Clipper Drive
Belmont, CA 94002
Tel. (866)786-3347
Fax (443) 909-7150

Financing Party:

[To be provided by Provider when known]