

Regular

Tuesday, February 12, 2013 6:30 PM

District Office, 711 McNab Parkway , San Manuel, Arizona 85631

1. Call to Order	Presenter: Mr. Phelps
2. Pledge of Allegiance	Presenter: Mr. Phelps
3. Roll Call	Presenter: Mr. Phelps
4. Regular Meeting	Presenter: Mr. Phelps
5. Call to the Public	
6. Discussion/Action to approve Agenda	Presenter: Mr. Ryan
7. Discussion/Action to approve the next meeting date.	Presenter: Mr. Ryan
8. Approval of Consent Agenda	Presenter: Mr. Phelps
8.A. Approve Minutes for Regular Board Meeting January 8, 2013	
8.B. Approve Payroll Vouchers 1/18/13-2/1/13	
8.C. Approve Expense Vouchers 1/2/13-1/25/13	
8.D. Approve Student Activity Account ending 12/31/12	
8.E. Approve Mammoth Revolving Fund ending 12/31/12	
8.F. Approve San Manuel Junior/Senior High Reports ending 12/31/12	
9. Discussion/Action to approve the following employment/transfers per list:	Presenter: Mr. Ryan
10. Discussion/Action to approve resignations/retirements per list:	Presenter: Mr. Ryan
11. Exceptional Customer Service Award (s)	Presenter: Mr. Ryan
12. Presentation/Discussion/Action to approve Solar Energy Proposal Solar Plus.	Presenter: Mr. Ryan
13. Discussion/Action to approve a donation of six laptops valued at \$1368 from Catalina Community Services for Exito Escolar.	Presenter: Ms. Joliat
14. Discussion/Action to approve the donation of playground equipment valued at \$376.12, telescopes valued at \$478.29 and leveled readers valued at \$319.48 from Donorschoose.org.	Presenter: Ms. Joliat
15. Discussion/Action to approve the donation from Redington NRCD of \$250 to cover the transportation cost for a field trip to Carlink Ranch.	Presenter: Mr. Ryan
16. Discussion/Action to approve the 2013-2014 calendar.	Presenter: Mr. Ryan
17. Discussion/Action to approve the adoption of 7-12 Houghton Mifflin Harcourt Literature Books.	Presenter: Mr. Ryan
18. Discussion/Action to approve the trade in of bus T-14 for \$5,000 value on newer bus purchase.	Presenter: Mr. Hogan
19. Discussion/Action to approve a Request For Proposal for Web Hosting, Basic Maintenance of Internal Connection and Projects.	Presenter: Mrs. Bustamante
20. Superintendent Update	

20.A. Student Attendance Report

20.B. Community Schools Update

20.C. Community Schools Expense Report

21. **Adjourn**

Presenter: Mr. Phelps

AGENDA ITEM

**GOVERNING BOARD
MAMMOTH-SAN MANUEL UNIFIED SCHOOL DISTRICT #8**

ITEM: Approval of Consent Agenda

DATE: February 12, 2013

SUBMITTED BY: Superintendent

ACTION: X DISCUSSION:

RECOMMENDATION:

It is recommended that the Governing Board approve the Consent Agenda as follows:
Minutes of Regular Meeting, January 8, 2013.

Vouchers:

31	Payroll	\$ 138,282.35
32	Payroll	\$ 42,070.80
33	Payroll	\$ 69,355.81
34	Payroll	\$ 138,878.18

1337	Capital	\$ 2,164.42
1338	Food Service	\$ 1,153.39
1340	M & O	\$ 21,961.97
1341	M & O	\$ 640.44
1342	M & O	\$ 111,786.82
1343	Capital	\$ 4,721.16
1344	Food Service	\$ 14,979.67
1346	M & O	\$ 80.33

Activity Account and Reconciliation,12/31/12
Mammoth Revolving Fund, 12/31/12
Jr./Sr. Reports, 12/31/12

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") to the is entered into as of January 30, 2013, by and between by and between Tioga Solar San Manuel, LLC ("Assignor"), and MSM Solar, LLC ("Assignee", together with Assignor, the "Parties").

WHEREAS, Assignor and Mammoth San Manuel Unified School District No. 8, a political subdivision of the State of Arizona. ("Host") have entered into that Power Purchase Agreement dated as of April 16, 2012 (the "PPA");

WHEREAS, Section 25(e) requires the consent of the Host for the assignment of the PPA.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be legally bound by this Agreement, the Parties hereto agree as follows:

1. **Assignment and Assumption of Agreement.** Effective as of the date set forth above, (i) the Assignor hereby irrevocably sells, assigns, transfers and conveys to the Assignee all of its right, title and interest in, under and to the PPA and the services being delivered thereunder; (ii) the Assignee hereby assumes all right, title and interest in, under and to the PPA and those certain obligations, liabilities and duties of the Assignor under the PPA and confirms that it shall be deemed a party to each PPA as if it were named therein. The Assignor shall have no further duty, obligation, liability or burden under the PPA.

2. **No Other Changes.** Except as otherwise expressly provided or contemplated by this PPA, all of the terms, conditions and provisions of the PPA remain unaltered and in full force and effect.

3. **Consent to Assignment.** Host hereby agrees, acknowledges and consents to the assignment of the PPA by Assignor to Assignee. Further, the Parties and Host agree and acknowledge that any payments due to PV Advanced Concepts LLC under the terms of the original request for proposal shall be the responsibility of the Assignee.

4. **Address for Notices.** As of the date hereof, the address for notice to the Provider set forth in the PPA shall be replaced with the following address for notice:

MSM Solar, LLC
c/o Solar Plus
5028 E. 22nd St.
Tucson, AZ 85711
Attn: Robert Neifert

5. **Miscellaneous Provisions.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.

(b) **Enforceability; No Other Changes.** Provider and Host hereby represent and warrant to the other as of the date hereof that all actions required to be taken in order to make this Agreement effective have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered. Except as otherwise expressly provided or contemplated by this Agreement, all of the terms, conditions and provisions of the PPA remain unaltered and in full force and effect.

(c) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

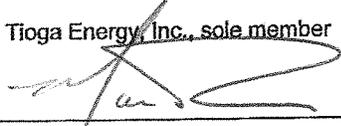
(rest of page left blank intentionally; signatures appear on next page)

IN WITNESS WHEREOF, duly authorized and intending to be legally bound hereby, Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR:

TIOGA SOLAR SAN MANUEL, LLC,

By: ~~Tioga Energy Inc., sole member~~

By: 

Name: Marc Roper

Title: Vice-President, Sales and Marketing

ASSIGNEE:

MSM SOLAR, LLC,

By: 

Name: R. Charette Jr.

Title: President

AGREED AND ACKNOWLEDGED:

**MAMMOTH SAN MANUEL
UNIFIED SCHOOL DISTRICT NO. 8,**

By: 
Name: John J. Ryan
Title: Superintendent

POWER PURCHASE AGREEMENT

Dated as of

April 6, 2012

between

Mammoth San Manuel Unified School District No. 8

and

Tioga Solar San Manuel, LLC

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GLOSSARY OF TERMS

<u>EXHIBIT A</u>	–	ENERGY PURCHASE RATES
<u>EXHIBIT B</u>	–	EARLY TERMINATION AMOUNTS
<u>EXHIBIT C</u>	–	DESCRIPTION OF SITE
<u>EXHIBIT D</u>	–	DESCRIPTION OF PREMISES
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<u>EXHIBIT H</u>	–	APPLICABLE SOLAR PROGRAM
<u>EXHIBIT I</u>	–	FEASIBILITY STUDY
<u>EXHIBIT J</u>	–	CREDIT PURCHASE AGREEMENT

(ii) Transmission Lines & Communication Cables. The right to locate transmission lines and communications cables across the Site as designated on Exhibit D. The location of any such transmission lines and communications cables outside the areas designated on Exhibit D shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site.

(iii) Storage. Adequate storage space on the Site convenient to the Premises for materials and tools used during construction, installation, and maintenance of the Project. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(iv) Utilities. Water, drainage, electrical, and ethernet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Easement Rights. Upon request by Provider, the Parties shall execute and record with the appropriate Land Registry easements and other instruments documenting the Access Rights granted by Host to Provider in this Agreement, and which shall be in form and substance indicated on Exhibit G or other form agreed by the Parties. The cost of preparation and recording shall be borne by the Provider.

(c) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, design, construction, operation or maintenance of the Project.

(b) Termination of Development Activities. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises, for any reason, in its sole discretion. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At any time during the Initial Period, and subject to Section 18(a), upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If within three hundred and sixty-five (365) days (not including any days in which a Force Majeure Event existed), Provider has not commenced the installation of the Project on the Premises, Host may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, and the Credit Purchase Agreement is not terminated by APS, or is terminated because of Host's failure to perform any material obligation of the Credit Purchase Agreement, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Project, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, subject to the reasonable approval of Host. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit E. Provider shall not and shall ensure that Installer, or any other contractor, or any of their employees do not enter restricted student areas indicated by Host without Host's prior approval, such approval not to be unreasonably withheld, denied, or delayed.

(f) Status Reports: Notice of Commercial Operation Date. Provider shall give Host monthly updates on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host. All electricity produced by the Project prior to the Commercial Operation Date shall be delivered to Host and Host shall pay for such electricity at the rate applicable to the first Operations Year but in no event greater than the rate otherwise payable by Host to the Electric Service Provider.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider, Installer, or their subcontractors. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation

has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer or their subcontractors in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider promptly upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations.

(j) System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown. Provider shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Applicable Solar Program Requirements. Exhibit H identifies certain requirements of the Applicable Solar Program. The Parties shall comply with the obligations identified in Exhibit H or subsequently adopted by the Applicable Solar Program. In the event of any inconsistency between the obligations of the Parties under this Agreement or any of the requirements of the Applicable Solar Program, the more stringent obligation shall govern, and if such cannot be determined, the requirements of the Applicable Solar Program shall govern.

(l) Payment and Performance Bonds. Provider shall require of all contractors working on the Project, and shall provide to Host copies of, payment and performance bonds covering the cost of all construction work performed on the Premises in accordance with the provisions of A.R.S. § 34-222. All contractors and subcontractors performing work on the Premises shall hold valid licenses from the Arizona Registrar of Contractors. The design of the System shall be performed by architects and engineers registered in the State of Arizona.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery.

(b) Delivery of Electricity. The electric energy from the Project shall be delivered from Provider to Host at the specifications set forth in Exhibit E and otherwise in compliance with all requirements of the Local Electric Utility.

(c) Limits on Obligation to Deliver. Provider does not warrant or guarantee the amount of electric energy to be produced by the limits on Project for any hourly, daily, monthly, annual or other period, except to the extent required to meet the energy savings guarantee provided in Section 18(c) hereof. Provider is not a utility or public service company and does not assume any obligations of a utility or public service company to supply Host's electric requirements. Provider is not subject to rate review by governmental authorities.

(d) Meter Testing. Provider shall install one or more meter(s) at the Project, as Provider deems appropriate, to measure the output of the Project at the Point of Delivery. Provider shall install an Interval Data Recorder (IDR) with industry standard telemetry at the Project. Provider shall conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, but not less than once in any two year period. Host shall pay for any independent testing of the meter(s) in excess of such minimum testing schedule that Host deems necessary, except if, after such testing, the meter is shown to be in error in Provider's favor by more than 2%,

Provider shall pay for the cost of such test and shall make corresponding adjustments to the records of the amount of electrical energy provided by the Project delivered based on the period that is half-way in between the date of this testing and the last testing date of the meter. If there is an error of less than or equal to 2% no billing adjustments will be made. In the event there is an error of greater than 2%, Provider shall adjust the next invoice to be provided to Host under Section 6(b) hereof, to either charge the Host additional amounts for energy produced over the stated meter amount during the applicable period at the applicable rate or provide Host a credit against future billing for energy produced under the stated meter amount during the applicable period, provided, however, that any deficiencies or credits not theretofore applied or satisfied at the expiration or earlier termination of the Operations Period shall be settled in cash.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

Mammoth San Manuel Unified School District
PO Box 406
San Manuel, AZ 85631
Attention: Cindy McDade, Accounts Payable
Email: mcdadec@msmusd.org
Fax: (520) 385-2621

(d) Payment. Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by county treasurer warrant issued to a party designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

(f) Change In Law. In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will promptly submit to Host a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment

in the then applicable and future rates such that the new rates compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall (i) be no greater than ten percent (10%) of the rates set forth in Exhibit A, and (ii) notwithstanding anything else herein to the contrary that such increase in rate shall not result in a violation of the provisions set forth in Section 18(c) herein.

7. SUPPLEMENTAL POWER, NET METERING AND RECS.

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Net Metering & Utility Credits. At any time that electric production from the Project is greater than Host's requirements at such time, Host shall nevertheless pay Provider for all of the electricity produced by the Project at the rates and in the manner provided in this Agreement. Provider shall assist Host in making arrangements with the Local Electric Utility so that power in excess of Host's requirements may be delivered to the Local Electric Utility through the Point of Delivery and Host shall receive any credits or payments from the Local Electric Utility may be available under net metering or similar programs. If Applicable Law or the practice of the Local Electric Utility restricts the ability of the Host to deliver electricity produced by the Project to the Local Electric Utility, then the Parties shall agree on alternate arrangements to enable Host, insofar as possible, to receive benefits from the Local Electric Utility comparable to those available under net metering programs, provided that the economic benefits to Provider remain as provided in this Section 7(b).

(c) Interconnection. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering".

(d) Applicable Solar Program Incentives. Except as provided in Section 7(b), Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph (d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes.

(i) For the first fifteen (15) Operations Years, Host shall be the owner of any Environmental Attributes which may arise as a result of the operation of the Project; provided however, Host shall transfer such Environmental Attributes pursuant to the terms of the Credit Purchase Agreement. Provider shall provide reasonable assistance to Host in preparing all documents necessary for Provider to receive such Environmental Attributes. Host hereby acknowledges that all payments by under the Credit Purchase Agreement have been assigned to Provider pursuant to Section 11 of the Credit Purchase Agreement.

(ii) Host shall make best efforts to assign the Credit Purchase Agreement to Provider. Upon the effectiveness of such assignment, and after the end of the fifteenth (15th) Operations Year, Provider shall become the owner of any Environmental Attributes which may arise as a result of the operation of the Project. Upon Provider becoming the owner of Environmental Attributes pursuant to this subsection (ii), if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the

proceeds thereof) to Provider If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) No Resale of Electricity. Except as contemplated by the provisions of Section 7(b), the electricity purchased by Host from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Provider, which approval shall not be unreasonably withheld, and Host shall not take any action which would cause Host or Provider to become a utility or public service company.

(i) Provider Is Not A Utility. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) System Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Financing Party, stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a

fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Options. On the seventh (7th), tenth (10th) and fifteenth (15th) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the Fair Market Value of the Project at such anniversary date or (ii) the Early Termination Amount, plus, if applicable, repayment or recapture of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before ninety (90) days after such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider. At any time following receipt of the notice from Host, but no later than thirty (30) days after the date Host gives notice of its election to exercise the option, Provider may notify Host if it believes the Fair Market Value of the Project exceeds the Early Termination Amount, and, in the same notice, Provider shall provide Host an appraisal of the Fair Market Value. If Host agrees with the appraisal of the Fair Market Value it shall pay such sum to Provider. If Host disagrees with the appraisal's estimate of the Fair Market Value of the Project, Host may request that the Parties meet to discuss the appraisal. If the Parties cannot agree within ten (10) days of the Host's receipt of the appraisal of the Fair Market Value, Host may rescind its exercise of the early purchase option or the Parties will be deemed to enter into a Dispute for purposes of Section 23(a) and shall follow the procedures in Section 23(c) for resolution of the Dispute. If after the resolution of the Dispute pursuant to Section 23(a), the Host is not satisfied with appraisal of the Fair Market Value, Host may rescind its exercise of the early purchase option. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, Host may rescind its exercise of the purchase option, or the Parties will be deemed to enter into a Dispute for purposes of Section 23(a) and shall follow the procedures in Section 23 for resolution of the Dispute. If after the resolution of the Dispute pursuant to Section 23(a), the Host is not satisfied with appraisal of the Fair Market Value, Host may rescind its exercise of the early purchase option. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale

shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) Decommissioning. If Host does not exercise or rescinds its exercise of the option set forth in Section 9(b) above, then Provider, at its expense, shall promptly decommission and remove the Project following the expiration of the Operations Period. Provider shall not be remove any support structures for the Project or any below grade structures, including foundations and conduits, or any roads. Host grants Provider and its representatives reasonable vehicular and pedestrian access across the Site to the Premises for purposes of decommissioning the Project. In exercising such access and performing the decommissioning, Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site. Host will provide Provider adequate storage space on the Site convenient to the Premises for materials and tools used during decommissioning. Provider shall be responsible for providing shelter and security for stored items during de-commissioning and removal. Host further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Project. During decommissioning, Provider will comply with all Applicable Laws.

(f) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown which is determined to be the sole responsibility of the acts or omissions of Host, Host shall be deemed to have acted under Section 10(a) to shut down the Project, and shall pay Provider the amounts described in Section 10(a) with respect to the period of the shutdown, except that Host shall not be required to pay such amounts relative to any time period prior to Provider's notice of the shutdown or during any Force Majeure Event. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party

in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is (i) not a Force Majeure Event and (ii) caused by or related to an act or omission of Host, Host shall nevertheless continue to pay Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that is (i) not a Force Majeure Event and (ii) caused by or related to an act or omission of Host such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will pay Provider an amount equal to the sum of (A) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following such closure; (B) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following such closure; and (C) revenues from Environmental Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following such closure. Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. If a shutdown pursuant to this Section 10(d) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Host shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall promptly notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Provider shall pay such taxes to

avoid any penalties or interest on such Taxes, subject to reimbursement by Host. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall be responsible for such tax.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Payment of Delinquent Taxes. In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, compounded monthly.

(f) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice therefor from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit F in full force and effect throughout the Term.

(b) Applicable Solar Program Requirements. Host and Provider will also maintain the additional insurance requirements (if any) specified in Exhibit H to satisfy the requirements of the Applicable Solar Program.

(c) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.

(d) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(e) Insurance Providers. All insurance maintained hereunder shall be maintained with companies rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years and (ii) the remaining term of this Agreement without regard to Host's option to purchase the Project, so long as the energy savings guarantee provided in Section 18(c) hereof covers such additional costs.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Press Releases. The Parties acknowledge that they each desire to publicize information about this Agreement and the Project. The Parties therefore agree that each may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior written consent of the other Party, so long as only Provider has the exclusive right to (i) claim that electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, or registrations evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person other than the receiving Party's attorney and accountants and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena, or required by the public records laws of the State of Arizona.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. The Parties understand that this Agreement and all Exhibits hereto are public records as defined by Arizona law.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INTENTIONALLY OMITTED.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Electric Usage. Host has provided to Provider complete and correct records of its electric usage at the Site for the preceding year.

(ii) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information presented by Host and cause Provider to incur additional costs, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(iii) Financial Information. The financial statements Host has provided to Provider present fairly in all material respects the financial condition and results of operations of Host.

(iv) Credit Purchase Agreement. The Host has assigned all payments under the Credit Purchase Agreement to the Provider, pursuant to the Credit Purchase Agreement.

17. **FORCE MAJEURE.**

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this

Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(e) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. FEASIBILITY STUDY; MEASUREMENT AND VERIFICATION; ENERGY COST SAVINGS

(a) Feasibility Study. Prior to commencement of the Project design or the commencement of construction, Host shall provide to Provider the most recent twelve months of consecutive electricity bills for the meter(s) to which the Facility is to be interconnected. Provider shall prepare and submit to Host for approval a feasibility study substantially in the form attached hereto as Exhibit I (a "Feasibility Study"). Such Feasibility Study shall include:

- (i) a description of the proposed Project
- (ii) an estimate of the amount and cost of the energy to be produced by the Project and delivered to the Host over the Operations Term.
- (iii) the calculation of an energy baseline utilizing twelve (12) months of consecutive electricity bills for the Host's site and state-specific historical electricity rate data.
- (iv) an estimate of energy or operational cost savings that the Host will realize over the Operations Term.
- (v) a template establishing the format for the Measurement and Verification Report to be performed pursuant to subsection (b) below, and the annual Energy Cost Savings Report pursuant to subsection (c), below.

Host's approval of the Feasibility Study shall not be unreasonably delayed or denied. Provider shall transmit a copy of the Feasibility Study to the to the Arizona School Facilities Board and the Governor's Office of Energy as required by A.R.S. § 15-213.01(E).

(b) Measurement and Verification. Within forty-five (45) days after the end of each the first three Operations Years, Host shall deliver to Provider electric utility bills for that Operations Year for the meter(s) to which the Project is interconnected. Within forty-five (45) days after Provider's receipt of the electric utility bills for each such Operations Year, Provider shall provide a report based on these electric utility bills and monitored Project performance data (such report, the "Measurement and Verification Report"), substantially in the form described in the Feasibility Study. The Measurement and Verification Report shall be delivered concurrently with the Energy Cost Savings Report pursuant to subsection (c) below. Provider shall transmit a copy of the Measurement and Verification Report to the Arizona Department of Commerce, Energy Office, and the Arizona School Facilities Board for reports due prior to July 1, 2013, and to the Superintendent of Public Instruction of the State of Arizona and to Host

thereafter. Provider shall pay the cost of the Measurement and Verification Report. The Measurement and Verification Report shall comply with the provisions of A.R.S. § 15-213.01(F), (J) and (O). If Host fails to deliver the electric utility bills for any Operations Year in the timeframe specified, Provider shall provide written notice to Host of such failure. Host shall provide the electric utility bills within fifteen (15) days after such notice.

(c) Energy Cost Savings. Provider hereby guarantees Host that either the energy or operational cost savings, or both provided hereunder, will meet or exceed the costs of the energy cost savings measure over the expected life of the energy cost saving measures implemented or within twenty-five (25) years, whichever is shorter, in accordance with the methods for calculating energy and operational costs and cost savings as described in the Feasibility Study. Within ninety (90) days after each anniversary date of the Commercial Operations Date during the Operations Period, Provider shall provide Host with a report, substantially in the form set forth in the Feasibility Study (such report, an "Energy Cost Savings Report"), showing the cost of the energy cost savings measures and the energy and operational cost savings for the prior year. In the event that the Energy Cost Savings Report indicates the Host's cumulative costs of the energy cost savings measures exceed the cumulative energy or operational cost savings realized in that year, Provider shall reimburse Host in an amount equal to the excess of the costs over the savings, and such reimbursement shall be Host's sole remedy for any failure to meet such guarantee.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon an Event of Default by Provider, provided that Host complies with its obligations under Section 21 and Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within ten (10) days of when such payment was due.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon an Event of Default by Host, Provider may require Host to pay to Provider the Early Termination Amount, sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Host acknowledges that Provider will obtain construction financing for the Project from third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both of the sale of the Project to a Financing Party and the collateral assignment to the Financing of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project; provided however, Provider shall pay Host's reasonable and documented legal expenses incurred in connection with the execution of such consents and opinions, in an amount not to exceed five thousand (\$5,000) dollars.

22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10 and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Mediation. If, after such negotiation in accordance with Section 23(a), the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the Presiding Judge of the Arizona Superior Court of Maricopa County ("Presiding Judge") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

(c) Arbitration of Disputes.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 23(a) or 23(b) shall (except as provided in Section 23(d)) be settled by binding arbitration between the Parties conducted in Phoenix or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the Presiding Judge. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the Presiding Judge. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the Presiding Judge. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bonafide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Arbitration Provisions. The provisions of this Section 23 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Mammoth San Manuel Unified School District
PO Box 406
200 S. Schoolview Drive.
San Manuel, AZ 85631
Attention: David Hogan, Maintenance\Transportation Supervisor
Email: hogand@msmusd.org
Fax: (520) 385-3037

If to Provider:

Tioga Solar San Manuel, LLC
c/o Tioga Energy, Inc.
123 Mission Street, 9th Floor
San Francisco, CA 94105
Attention: Paul Detering, President and Chief Executive Officer of Tioga Energy, Inc.
Email: paul@tiogaenergy.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Arizona, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If a material provision is determined to be unenforceable, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23(c) in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement; provided however, with respect to Host, such surviving entity is acceptable to Financing Party in its sole discretion.

(f) Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

(g) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(i) Immigration Law Compliance. The Provider warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal and state immigration laws and regulations related to the immigration status of its employees. Provider shall obtain statements from its subcontractors of every tier certifying compliance and shall furnish the statements to the Host upon request. These warranties shall remain in effect through the term of the Agreement, and the Provider and its subcontractors of every tier shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work pursuant to this Agreement. I-9 forms are available for download at USCIS.GOV. The Host may request, and the Provider agrees to furnish, verification of compliance from the Provider or its subcontractors of any tier performing work pursuant to this Agreement. Should the Host reasonably believe or discover that the Provider or its subcontractors of any tier are not in compliance, the Host may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Provider and its subcontractors. All costs necessary to verify compliance are the responsibility of the Provider.

(j) OSHA Compliance. Provider shall require that all employees, contractors, subcontractors and any agents and other representatives of Provider adhere to all applicable OSHA requirements and safety laws or codes in the performance of this Agreement.

(k) Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by this reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

(l) Retention and Inspection of Records. Provider shall retain, and shall contractually require each contractor and subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five (5) years after the completion of this Agreement and to make such documents open for Host's inspection and audit at reasonable times as requested by Host.

(m) Nondiscrimination. Provider agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, age or disability in violation of federal or state law. The parties shall comply with Section 202 of Executive Order 11246, 41 CFR 60-1.4, 41 CFR 60-250.4 and 41 CFR 60-741.5(a) and Arizona Executive Order 99-4 prohibiting discrimination in employment, to the extent applicable to this Agreement.

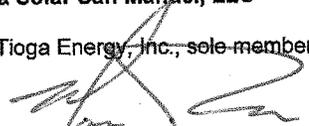
(n) Compliance with A.R.S. §§ 35-391.06 and 35-393.06. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Provider shall certify that it does not have a scrutinized business operation in either Sudan or Iran.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Tioga Solar San Manuel, LLC

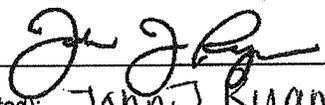
By: Tioga Energy, Inc., sole member

By:  _____

Name (printed): MARC ROPER

Title: VICE PRESIDENT

Mammoth San Manuel Unified School District No. 8

By:  _____

Name (printed): John J. Ryan

Title: Superintendent

GLOSSARY OF TERMS

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the program indicated on Exhibit H.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to be closed.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(f), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

“Credit Purchase Agreement” means that Credit Purchase Agreement, dated as of ____, between Host and Arizona Public Service, APS Contract No. 1790 ____, a copy of which is attached hereto as Exhibit J.

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the State of Arizona to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, including the Applicable Solar Program, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Feasibility Study” means an in-depth feasibility study pursuant to the provisions of A.R.S. § 15-213.01(E), attached as Exhibit I hereto.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means Mammoth San Manuel Unified School District No. 8, a political subdivision of the State of Arizona and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installer” means the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office of the Pinal County Recorder where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means Arizona Public Service Company, the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site, or any successor or assign.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Tioga Solar San Manuel, LLC, a Delaware limited liability company, and all successors and assigns.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE RATES

Operations Year	Price per kWh
1	\$ 0.076
2	\$ 0.078
3	\$ 0.081
4	\$ 0.083
5	\$ 0.086
6	\$ 0.088
7	\$ 0.091
8	\$ 0.093
9	\$ 0.096
10	\$ 0.099
11	\$ 0.102
12	\$ 0.105
13	\$ 0.108
14	\$ 0.112
15	\$ 0.115
16	\$ 0.118
17	\$ 0.122
18	\$ 0.126
19	\$ 0.129
20	\$ 0.133

EXHIBIT B

EARLY TERMINATION AMOUNTS

Operations Year	Early Termination Amount
1	\$1,876,155
2	\$1,863,515
3	\$1,743,388
4	\$1,554,734
5	\$1,355,037
6	\$1,145,863
7	\$927,789
8	\$881,079
9	\$853,955
10	\$821,582
11	\$783,696
12	\$740,378
13	\$690,875
14	\$634,353
15	\$569,894
16	\$496,467
17	\$412,919
18	\$376,741
19	\$346,602
20	\$308,243
After Year 20	Fair Market Value

EXHIBIT C

DESCRIPTION OF SITE

The San Manuel Junior and Senior High School is a public school operated by the Mammoth – San Manuel Unified School District #8 in San Manuel, AZ.

Address:
Mammoth – San Manuel Unified School District #8
711 McNab Parkway
San Manuel, AZ 85631

Tax Parcel: 307-20-003C



EXHIBIT D

DESCRIPTION OF PREMISES

The custom shade and carport structures will support a 319.13kW DC STC photovoltaic system located in the North parking lot along with a small array on the South side of campus as seen in the layout provided below.



EXHIBIT E

DESCRIPTION OF PROJECT

Nameplate capacity (kW DC STC):	319.20kW DC
Array Footprint:	Approximately 24,000 square feet
Output Criteria	480Volt, 3-phase, 60-cycle
System CEC-AC rated Capacity (kW AC CEC):	272.92kW CEC-AC
Quantity and type of Photovoltaic Modules:	1,140 Schott Poly 280watt modules (or equivalent)
Quantity and type of Inverters:	Qty 2, SatCon 100kW Qty 1, SatCon 135kW
Type of Mounting Structure:	Carport/Elevated Shade Structure
Other Balance-of-System items:	Supply new electrical SES and back feed existing electrical services; Code Required grounding; Provide complete PV SES equipment; Supply DC combiner boxes, wiring, and grounding; Testing and commissioning;; Structural support/ carport designed engineering and installed.
Data	Power One/Energy Recommerce Data Monitoring System
Perimeter Fencing:	None

EXHIBIT F

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

(ii) name the Local Electric Utility as an additional insured if required by local regulations.

2. Workers' Compensation

Both Host and Provider will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Business Auto

Both Host and Provider will have not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and two million dollars (\$2,000,000) in the aggregate.

4. Additional Insurance Requirements

Additional insurance requirements and terms are included in the Applicable Solar Program contract.

5. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with Applicable State Solar rebate program. The documentation required for the Applicable Solar Program shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the Local Electric Utility. The documentation must be signed by a person authorized by the insurer to bind coverage on its behalf.

6. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$2,000,000 for each occurrence and \$4,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and two million dollars (\$2,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability

with a minimum limit per occurrence of four million dollars (\$4,000,000) and six million dollars (\$6,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT G

FORM OF NOTICE OF GRANT OF INTEREST IN REALTY

Tioga Solar San Manuel, LLC
c/o Tioga Energy, Inc.
123 Mission St. 9th Floor
San Francisco, CA 94105

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [_____] , notice is hereby given of that Power Purchase Agreement dated as of [_____] for purchase and sale of electrical energy (the "Agreement"). This notice may be executed in counterparts by the parties to the Agreement.

Parties to the Agreement:

Host: Mammoth San Manuel Unified School District No. 8
[_____]
[_____]

Provider: Tioga Solar San Manuel, LLC
123 Mission St. 9th Floor
San Francisco, CA 94105

Date of Execution: [_____]

Description of Premises: See Exhibit A

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operations Date (as that term is defined in the Agreement) occurs, subject to any extensions or early termination pursuant to the terms of the Agreement.

(signature pages follow)

Witness the execution hereof under seal by said parties to said Agreement this [_____] day of [_____].

Provider:

TIOGA SOLAR SAN MANUEL, LLC,
a Delaware limited liability company

By: Tioga Energy, Inc.,
its sole and managing member

By: Paul Detering
Title: CEO

Host:

Mammoth San Manuel Unified School District No. 8,
a [_____]

By: _____
Name (printed): _____
Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

EXHIBIT H

APPLICABLE SOLAR PROGRAM

APS 2011 Schools & Government Production Based Renewable Energy Incentive Program, and all similar programs.

EXHIBIT I
FEASIBILITY STUDY

Power Purchase Agreement Feasibility Study

Mammoth-San Manuel Unified School District No. 8
&
Tioga Solar San Manuel, LLC

Prepared by:
Andy Sinnott
Sales Executive
Tioga Energy, Inc.
123 Mission Street, 9th Floor
San Francisco, CA 94105
Phone: (916) 983-2276
FAX: (415) 513-1645
Email: asinnott@tiogaenergy.com



Executive Summary

This Feasibility Study is provided in compliance with the provisions of A.R.S. § 15-213.01 and pursuant to the Power Purchase Agreement (the “Agreement”) between Tioga Solar San Manuel, LLC (“Provider”) and Mammoth-San Manuel Unified School District No. 8 (“Host”).

Provider has prepared the following summary of terms of the Agreement. Provider proposes to finance, install, operate a solar energy system (the “Project”) on Host’s property, and sell the energy produced by the Project to Host. The financing and construction of the Project is subject to credit review, securing applicable federal, state, local, and/or utility incentives, and review of the proposed site by Provider and its financing parties.

Provider:	Tioga Energy San Manuel, LLC		
Host:	Mammoth-San Manuel Unified School District No. 8		
Facility:	One 319.13kW DC carport photovoltaic system, including interconnections required to deliver electricity to Host, installed on the Host’s property at 711 McNab Pkwy, San Manuel, AZ 85631		
Percentage of Energy Provided by Solar:	Approximately 65%		
Price:	Term	Annual Escalator	Year 1 Price
	Twenty (20) years	3.0 %	\$0.076/kWh
Incentives, RECs, and non-energy attributes:	Provider is entitled to all available financial incentives and other environmental attributes associated with the electricity generated by the Project. Arizona Public Service (APS) Utility is entitled to all available solar renewable energy credits (SRECs) associated with the electricity generated by the Project.		
Insurance, Operation and Maintenance	Provider will insure the Project as personal property and provide all operations and maintenance necessary.		
Early Purchase Options:	The Host shall have the option to purchase the Project from the Provider on the 7th, 10th, and 15th anniversary of the commercial operation date, at the greater of the Early Termination Amount as detailed in our PPA contract or Facility’s fair market value at the time of purchase.		
End of PPA Disposition:	At the end of the PPA Term, the Host shall have the options of entering into a new PPA, purchasing the Project at its fair market value, or having the Provider remove the Project and restore the site to its initial functional condition.		



Defined Terms

For the purposes of this Feasibility Study, the Measurement and Verification Report, and the Energy Cost Savings Report, capitalized terms shall have the meanings provided in the Agreement. Other terms shall have the meaning as defined below:

"Energy baseline" means a calculation of the amount and cost of energy used in an existing facility before the installation or implementation of the energy cost savings measures.

"Energy cost savings measure" means the Project (a 'renewable energy project' under A.R.S. § 15-213.01) financed, installed, owned, and operated by the Provider under the terms of the Agreement (a 'renewable energy power service agreement' under A.R.S. § 15-213.01) between the Host and the Provider

"Energy and operational costs of energy cost savings measures" shall refer to the price paid by the Host for electricity under the Agreement.

"Guaranteed energy cost savings contract" means the Agreement.

"Energy and operational cost savings" means reductions in actual budget line items currently being expended or savings realized from the implementation or installation of energy cost savings measures.

Facility Description

The San Manuel Junior and Senior High School is a public school operated by the Host, located at 711 McNab Parkway, San Manuel, AZ 85631. Provider intends to install a 319.13kW DC STC photovoltaic system on custom shade and carport structures located in the North parking lot along with a small array on the South side of campus as seen in the layout provided below.

Address:

Mammoth – San Manuel Unified School District #8
711 McNab Parkway
San Manuel, AZ 85631





Key components of the proposed Facility (the energy cost savings measure) are summarized in the following table:

Nameplate capacity (kW DC STC):	319.13kW DC
Array Footprint:	24,228 square feet
Output Criteria [60 cycle 120 hertz 3 phase]:	480 Volt, 3-Phase, 60-cycle
System CEC-AC rated Capacity (kW AC CEC):	275 kW
Quantity and type of Photovoltaic Modules:	1358 Kyocera 235watt modules (or equivalent)
Quantity and type of Inverters:	2 PVP 75kW; 1 PVP 100kW
Type of Mounting Structure:	Custom Carport Shade Structures
Other Balance-of-System items:	DC combiner boxes, wiring, grounding, and ancillary equipment needed for code compliant installation and interconnection to utility grid.
Data	Energy Recommence monitoring system

The proposed Facility will be financed, installed, owned, and operated by the Provider. Electricity generated by the Project will be sold to the Host under the terms of the Agreement. The Project will be interconnected to the electrical systems of buildings at the Site on the Host’s side of three utility electric meters as follows:

Building	Meter ID	Interconnected Capacity (kW)
Office/Café*	J88459/883066*	141.47
Addition	A63839	92.12
Auditorium	C93899	85.54

Total 319.13

*Note: two meters to be combined

Each interconnection qualifies for net metering with the local electric utility.

As owner of the solar facility, Tioga Energy is responsible for all stages of the project implementation. Tioga will provide on-site project construction manager(s) to oversee all phases of project construction. Tioga will also provide direct engineering resources and the independent engineering reviews conducted by both our construction financing lender and our project investor to ensure that system design, engineering, and construction documents meet or exceed the highest industry standards.

Facility Performance Analysis

In order to determine the energy and operational costs savings associated with the energy cost savings measure, the performance of the Project is estimated utilizing the commercial performance estimating software, PVSYST. This software performs hourly production calculations based on Facility parameters and Typical Meteorological Year weather files developed by the National Renewable energy Laboratory from data collected at the Tucson International Airport. The input parameters and output results from this modeling software are attached to this Feasibility Study. For the purposes of this Feasibility Study, the Project in aggregate has been modeled utilizing PVSYST. Detailed analysis will be performed at the meter level by assuming that the results of the PVSYST analysis scale down proportionally to the size of each subsystem that is connected to an individual meter.

Monthly Solar Production

The table below indicates, by month, the expected energy production for the Project at each of the three meters and in total for the first year of operation.

Month	Office/Café, Solar kWh per Month	Addition, Solar kWh per Month	Auditorium, Solar kWh per Month	Total, Solar kWh per Month
January	16,559	10,782	10,012	37,353
February	15,761	10,263	9,530	35,554
March	20,315	13,228	12,283	45,827
April	20,627	13,432	12,472	46,532
May	20,156	13,125	12,187	45,469
June	18,962	12,347	11,465	42,774
July	17,540	11,422	10,606	39,568
August	18,703	12,179	11,309	42,191
September	18,844	12,271	11,394	42,510
October	18,813	12,250	11,375	42,439
November	16,663	10,851	10,075	37,589
December	15,485	10,083	9,363	34,932



Annual Solar Production

The table below indicates the annual total expected energy production for the Project at each of the three meters and in total for each year of the 20 year Agreement Term, taking into account solar module degradation of 0.5% per year.

Contract Year	Office/Café, Solar kWh per year	Addition, Solar kWh per year	Auditorium, Solar kWh per year	Total, Solar kWh per year
1	218,430	142,233	132,074	492,737
2	217,338	141,522	131,413	490,273
3	216,251	140,815	130,756	487,822
4	215,170	140,110	130,103	485,383
5	214,094	139,410	129,452	482,956
6	213,023	138,713	128,805	480,541
7	211,958	138,019	128,161	478,138
8	210,898	137,329	127,520	475,747
9	209,844	136,643	126,882	473,369
10	208,795	135,959	126,248	471,002
11	207,751	135,280	125,617	468,647
12	206,712	134,603	124,989	466,304
13	205,678	133,930	124,364	463,972
14	204,650	133,260	123,742	461,652
15	203,627	132,594	123,123	459,344
16	202,609	131,931	122,508	457,047
17	201,596	131,272	121,895	454,762
18	200,588	130,615	121,286	452,488
19	199,585	129,962	120,679	450,226
20	198,587	129,312	120,076	447,975

It should be noted that the values in the tables above are based on typical meteorological conditions expected at the Project site. On a month to month basis, actual energy production can vary by as much as 40% due to variations in weather; on a year to year basis, actual energy production can vary by as much as 15% due to variations in weather. Production estimates can be viewed in the following PVSYST report.

PVSYST V5.52		06/10/11	Page 1/3
Grid-Connected System: Simulation parameters			
Project :	Mammoth San Manuel		
Geographical Site	Tucson International Ap	Country	USA
Situation	Latitude 32.1°N	Longitude	111.0°W
Time defined as	Legal Time Time zone UT-7	Altitude	777 m
	Albedo 0.20		
Meteo data :	Tucson International Ap, NREL TMY3		
Simulation variant :	New simulation variant		
	Simulation date	06/10/11 11h07	
Simulation parameters			
Collector Plane Orientation	Tilt 10°	Azimuth	33°
Horizon	Free Horizon		
Near Shadings	No Shadings		
PV Array Characteristics			
PV module	Si-poly	Model	KD235GX-LPB
		Manufacturer	Kyocera
Number of PV modules	In series	14 modules	In parallel 97 strings
Total number of PV modules	Nb. modules	1358	Unit Nom. Power 235 Wp
Array global power	Nominal (STC)	319 kWp	At operating cond. 282 kWp (50°C)
Array operating characteristics (50°C)	U mpp	369 V	I mpp 764 A
Total area	Module area	2234 m²	
Inverter			
		Model	PVP 100KW-480
		Manufacturer	PV Powered
Characteristics	Operating Voltage	295-500 V	Unit Nom. Power 100 kW AC
Inverter pack	Number of Inverter	3 units	Total Power 300 kW AC
PV Array loss factors			
Thermal Loss factor	Uc (const)	20.0 W/m²K	Uv (wind) 0.0 W/m²K / m/s
=> Nominal Oper. Coll. Temp. (G=800 W/m², Tamb=20°C, Wind=1 m/s.)			NOCT 56 °C
Wiring Ohmic Loss	Global array res.	8.2 mOhm	Loss Fraction 1.5 % at STC
Array Soiling Losses			Loss Fraction 4.1 %
Module Quality Loss			Loss Fraction 1.5 %
Module Mismatch Losses			Loss Fraction 2.0 % at MPP
Incidence effect, ASHRAE parametrization	IAM = 1 - bo (1/cos i - 1)		bo Parameter 0.05
User's needs :	Unlimited load (grid)		

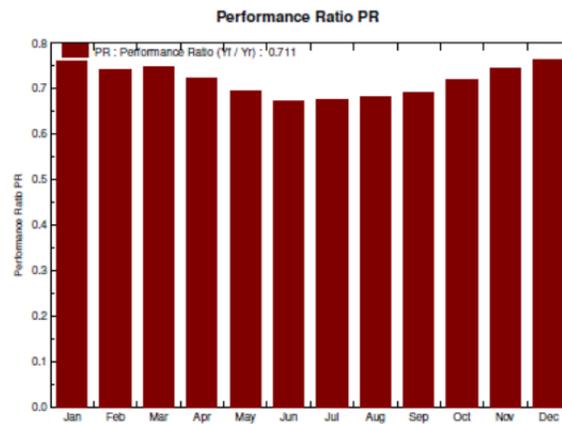
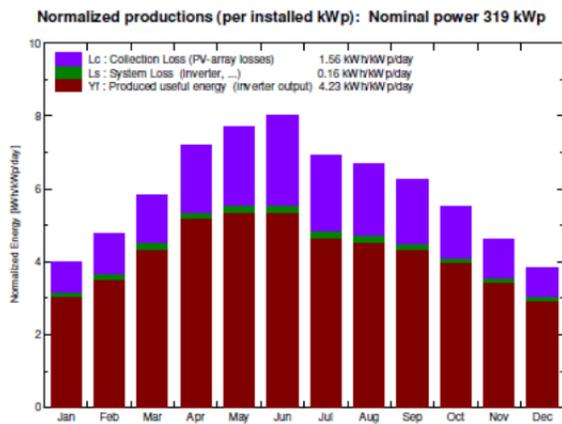
Grid-Connected System: Main results

Project : Mammoth San Manuel

Simulation variant : New simulation variant

Main system parameters	System type	Grid-Connected	
PV Field Orientation	tilt	10°	azimuth 33°
PV modules	Model	KD235GX-LPB	Pnom 235 Wp
PV Array	Nb. of modules	1358	Pnom total 319 kWp
Inverter	Model	PVP 100KW-480	Pnom 100 kW ac
Inverter pack	Nb. of units	3.0	Pnom total 300 kW ac
User's needs	Unlimited load (grid)		

Main simulation results	Produced Energy	492743 kWh/year	Specific prod. 1544 kWh/kWp/year
System Production	Performance Ratio PR	71.1 %	



New simulation variant Balances and main results

	GlobHor	T Amb	GlobInc	GlobEff	EArray	E_Grid	EffArrR	EffSysR
	kWh/m ²	°C	kWh/m ²	kWh/m ²	kWh	kWh	%	%
January	104.5	10.56	124.2	118.8	31307	30167	11.28	10.87
February	119.7	13.32	133.2	128.2	32804	31585	11.02	10.61
March	168.3	14.23	180.8	174.8	44682	43043	11.06	10.66
April	210.0	18.79	215.4	209.4	51478	49623	10.70	10.31
May	240.6	24.68	239.3	232.6	54872	52915	10.26	9.90
June	244.2	30.27	239.9	233.4	53249	51405	9.93	9.59
July	216.5	30.65	214.3	208.1	47837	46117	9.99	9.63
August	205.2	29.00	206.9	201.2	46757	45057	10.11	9.75
September	180.5	26.68	188.3	182.9	43148	41571	10.26	9.88
October	154.8	20.95	171.3	165.3	40801	39388	10.66	10.29
November	118.2	14.22	138.2	132.0	34050	32822	11.03	10.63
December	99.3	11.20	119.4	113.8	30102	29049	11.28	10.89
Year	2061.8	20.41	2171.1	2100.4	511085	492743	10.54	10.16

Legends: GlobHor Horizontal global irradiation EArray Effective energy at the output of the array
 T Amb Ambient Temperature E_Grid Energy injected into grid
 GlobInc Global incident in coll. plane EffArrR Effic. Eout array / rough area
 GlobEff Effective Global, corr. for IAM and shadings EffSysR Effic. Eout system / rough area

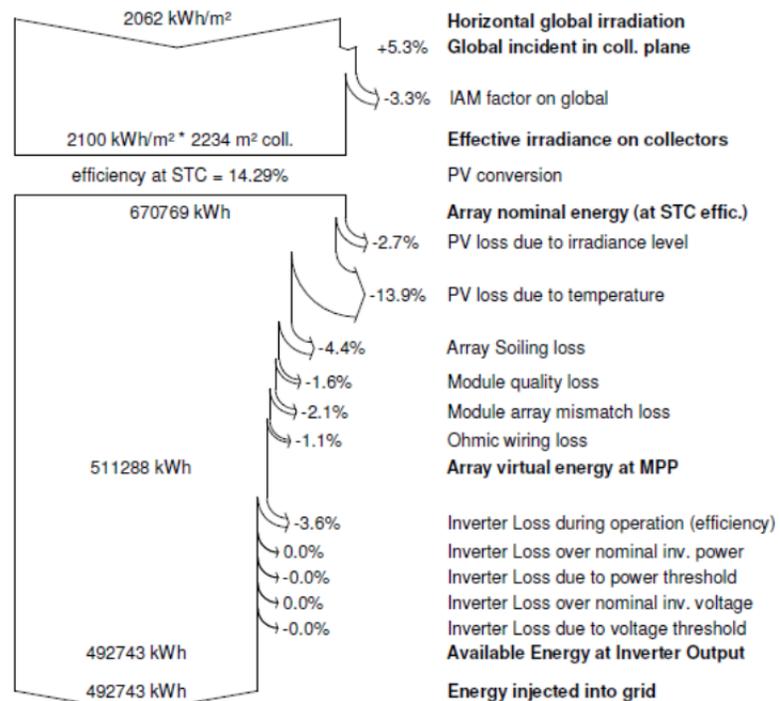
Grid-Connected System: Loss diagram

Project : Mammoth San Manuel

Simulation variant : New simulation variant

Main system parameters	System type	Grid-Connected	
PV Field Orientation	tilt	10°	azimuth 33°
PV modules	Model	KD235GX-LPB	Pnom 235 Wp
PV Array	Nb. of modules	1358	Pnom total 319 kWp
Inverter	Model	PVP 100KW-480	Pnom 100 kW ac
Inverter pack	Nb. of units	3.0	Pnom total 300 kW ac
User's needs	Unlimited load (grid)		

Loss diagram over the whole year





Energy Baseline

The energy or operational cost savings of the energy cost savings measure are computed by comparing the energy baseline before installation or implementation of the energy cost savings measure with the energy consumed and operational costs avoided after installation or implementation of the energy cost savings measure.

For the purposes of this Feasibility Study, the scope of the energy baseline calculation shall be limited to an analysis of the electricity bills for the meter(s) to which the Project will be interconnected under the Agreement. For each of these meters, the prior 12 months of utility bills and the details of the applicable utility rate structure are analyzed to establish a monthly pre-solar consumption and cost model for electricity purchased from the utility. The estimated monthly production of the Project is then subtracted from pre-solar consumption model, and a new post-solar consumption and cost model for electricity purchased from the utility is established, taking into account both rate structure and net metering characteristics. The difference between the pre-solar and post-solar utility cost, divided by the number of solar generated kilowatt hours provided, yields an average utility bill savings per kWh for each solar kWh provided (the “Value of Solar”, or VOS). This VOS is then compared against cost of the solar generated kWh to establish the energy or operation cost savings of the energy cost savings measure. The VOS is escalated annually at a rate annually consistent with historical utility rate escalation in Arizona.

Current Electricity Tariffs and Bills

Each of the meters to which the Project will be interconnected is served by Arizona Public Service (APS) under their E-32 tariff. The Office and Café are on separate meters, under the E-32S tariff, but these will be combined into a single meter which will likely take service under the E-32M tariff, as do the Addition and Auditorium. The E-32M tariff includes seasonally adjusted energy charges which are reverse-ratcheted based on monthly peak demand, monthly demand charges, and a variety of additional surcharges assessed on a kWh basis. The primary components of the rate are shown below:



**RATE SCHEDULE E-32 M
MEDIUM GENERAL SERVICE (101 kW - 400 kW)**

RATES (cont)

Bundled Standard Offer Service (cont)

Demand Charge:

Secondary Service:	\$ 9.597	per kW for the first 100 kW, plus
	\$ 5.105	per kW for all additional kW, or
Primary Service:	\$ 8.905	per kW for the first 100 kW, plus
	\$ 4.412	per kW for all additional kW, or
Transmission Service:	\$ 6.942	per kW for the first 100 kW, plus
	\$ 2.450	per kW for all additional kW

Energy Charge:

May – October Billing Cycles (Summer)	November – April Billing Cycles (Winter)
\$0.10320 per kWh for the first 200 kWh per kW, plus \$0.06034 per kWh for all additional kWh	\$0.08619 per kWh for the first 200 kWh per kW, plus \$0.04334 per kWh for all additional kWh

Additional charges assessed on a kWh basis (back calculated from December 2010 bill) include:

Other Energy Charges (per Dec kWh)	\$/kWh
Environment Benefits Surcharge	\$ 0.004
Federal Environmental Improvement Surcharge	\$ 0.000
System Benefits Charge	\$ 0.002
Power Supply Adjustment	\$ (0.004)
Transmission and Ancillary Services	\$ 0.005
Transmission Cost Adjustment	\$ 0.002
Total	\$ 0.010

Using these rate components and structures and monthly consumption and demand data from utility bills for the 12 month period beginning in September 2010 and ending in August 2011, models for the pre-solar energy baseline (including only energy and kWh-assessed charges) for each of the three meters to which the Project will be interconnected are established as shown in the three sections below.

Office/Café

In order to calculate the energy baseline for the combined Office and Café meter, it is assumed that the new rate will be E-32M, and that the monthly demand will be equal to 80% of the sum of the demand from each of the current individual meters (i.e., that peak demand is not entirely coincident but is highly correlated).



The resulting pre-solar energy baseline is shown in the table below.

Pre-Solar Energy Baseline - Office/Café (APS E-32M)								
	A	B	C	D	E	F	G	(B x G) + (C x E) + (D x F)
Month	Demand (kW)	Usage (kWh)	Usage below 200 kWh/kW (kWh)	Usage above 200 kWh/kW (kWh)	Rate below 200 kWh/kW (\$/kWh)	Rate above 200 kWh/kW (\$/kWh)	Non-energy kWh-Assessed Charges (\$/kWh)	Total
Jan	83.2	18,840	16,640	2,200	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,713.56
Feb	84	20,640	16,800	3,840	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,816.01
Mar	93.6	18,560	18,560	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,780.96
Apr	90.4	22,920	18,080	4,840	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,991.94
May	81.6	20,400	16,320	4,080	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,129.66
Jun	64	18,360	12,800	5,560	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,835.77
Jul	98.4	21,760	19,680	2,080	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,369.01
Aug	104	29,200	20,800	8,400	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,938.61
Sep	102.4	25,680	20,480	5,200	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,678.12
Oct	92.8	21,600	18,560	3,040	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,309.79
Nov	80.8	18,120	16,160	1,960	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,654.76
Dec	81.6	15,400	15,400	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,477.74

Total annual pre-solar energy and kWh-assessed charges: \$ 24,695.95

Addition

The Addition meter is currently and will remain on the E-32M tariff. The pre-solar energy baseline for that meter is shown in the table below.

Pre-Solar Energy Baseline - Addition (APS E-32M)								
	A	B	C	D	E	F	G	(B x G) + (C x E) + (D x F)
Month	Demand (kW)	Usage (kWh)	Usage below 200 kWh/kW (kWh)	Usage above 200 kWh/kW (kWh)	Rate below 200 kWh/kW (\$/kWh)	Rate above 200 kWh/kW (\$/kWh)	Non-energy kWh-Assessed Charges (\$/kWh)	Total
Jan	77	21,120	15,400	5,720	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,781.51
Feb	82	21,920	16,400	5,520	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,866.85
Mar	86	19,200	17,200	2,000	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,756.68
Apr	107	24,960	21,400	3,560	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 2,242.54
May	90	17,280	17,280	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,952.07
Jun	51	14,560	10,200	4,360	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,457.93
Jul	123	18,240	18,240	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,060.52
Aug	133	26,880	26,600	280	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 3,024.55
Sep	125	23,360	23,360	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 2,638.91
Oct	86	17,600	17,200	400	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,971.08
Nov	75	19,040	15,000	4,040	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,653.91
Dec	80	16,800	16,000	800	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,577.80

Total annual pre-solar energy and kWh-assessed charges: \$ 23,984.34

Auditorium

The Auditorium meter is currently and will remain on the E-32M tariff. The pre-solar energy baseline for that meter is shown in the table below.

Pre-Solar Energy Baseline - Auditorium (APS E-32M)								
	A	B	C	D	E	F	G	(B x G) + (C x E) + (D x F)
Month	Demand (kW)	Usage (kWh)	Usage below 200 kWh/kW (kWh)	Usage above 200 kWh/kW (kWh)	Rate below 200 kWh/kW (\$/kWh)	Rate above 200 kWh/kW (\$/kWh)	Non-energy kWh-Assessed Charges (\$/kWh)	Total
Jan	26	7,200	5,200	2,000	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ 605.19
Feb	34	7,560	6,800	760	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ 692.87
Mar	114	9,360	9,360	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ 898.16
Apr	103	15,120	15,120	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ 1,450.87
May	118	17,040	17,040	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 1,924.96
Jun	107	15,720	15,720	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 1,775.84
Jul	148	18,240	18,240	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 2,060.52
Aug	136	16,680	16,680	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 1,884.29
Sep	125	16,320	16,320	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 1,843.62
Oct	64	8,760	8,760	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 989.59
Nov	37	7,680	7,400	280	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ 724.95
Dec	34	7,200	6,800	400	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ 673.75

Total annual pre-solar energy and kWh-assessed charges: \$ **15,524.62**

Estimated Electricity Bills after Solar

To establish the post-solar energy baseline, the predicted energy production for the Project must be superimposed on the pre-solar energy baseline, subtracting the amounts generated in each month from the amount purchased by the utility. A 'new utility bill' is calculated using the tariff structure and revised consumption. The difference between the post-solar utility cost and the pre-solar utility cost, divided by the amount of solar energy production, is the Value of Solar (VOS), or baseline utility cost (the value per kWh which is compared to the PPA rate to determine project benefits).

A simplifying and conservative assumption is that the solar production will not reduce the monthly peak demand at each meter. In reality, there is likely to be some demand reduction due to the installation of the Project, which will yield a reduction in monthly demand charges. However, this benefit is difficult to quantify and is overlooked in this Feasibility Study.

Each meter will also qualify for the APS net metering tariff, which overlays the standard tariff and includes provisions for buy-back of excess generation. The mechanics of the net metering tariff are such that there may be a small amount of electricity which will be sold at a loss to the utility at the end of the calendar year. This is factored into the post-solar energy baseline calculation.



**RATE SCHEDULE EPR-6 (NET METERING)
CLASSIFIED SERVICE
RATES FOR RENEWABLE RESOURCE FACILITIES
FOR PARTIAL REQUIREMENTS**

BILLING (cont)

D. For the last billing period of each calendar year or for the last billing period at the time the customer discontinues taking service under this rate schedule;

The Company shall issue a billing credit to the customer for any remaining Excess Generation balance. In the event the customer's electric service is terminated, after applying a billing credit for any Excess Generation up to the amount the customers owes the Company, the Company shall issue a check for the remaining value of the Excess Generation balance. The payment or credit will be determined at the Company's annual avoided costs (Annual Purchase Rate), which are updated annually and as specified below:

Annual Purchase Rates (¢/kWh)	Non-Firm		Firm			Total
	On-peak	Off-peak	Total	On-peak	Off-peak	
	6.590	5.963	6.187	7.714	6.172	6.722

The post-solar energy baseline for each of the three meters to which the Project will be interconnected are established as shown in the three sections below.

Office/Café

The post-solar energy baseline for the Office/Café meter is shown in the table below.

Post-Solar Energy Baseline - Office/Café (APS E-32M)										
	A	B	C	D	E	F	G	H	I	(E x G) + (F x H) + ((E + F) x I)
Month	Demand (kW)	Usage (kWh)	Solar Production (kWh)	Net Meter Carry-Over from Prior Month (kWh)	Utility usage below 200 kWh/kW (kWh)	Utility usage above 200 kWh/kW (kWh)	Utility Rate below 200 kWh/kW (\$/kWh)	Utility Rate above 200 kWh/kW (\$/kWh)	Non-energy kWh Assessed Charges (\$/kWh)	Total
Jan	83.2	18,840	16,559	-	2,281	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 218.91
Feb	84	20,640	15,761	-	4,879	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 468.17
Mar	93.6	18,560	20,315	-	-	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ -
Apr	90.4	22,920	20,627	1,755	538	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 51.58
May	81.6	20,400	20,156	-	244	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 27.54
Jun	64	18,360	18,962	-	-	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ -
Jul	98.4	21,760	17,540	602	3,618	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 408.72
Aug	104	29,200	18,703	-	10,497	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,185.78
Sep	102.4	25,680	18,844	-	6,836	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 772.19
Oct	92.8	21,600	18,813	-	2,787	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 314.84
Nov	80.8	18,120	16,663	-	1,457	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 139.78
Dec	81.6	15,400	15,485	-	-	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ -

Year end net meter balance (kWh): 85

Total annual post-solar energy and kWh-assessed charges: \$ 3,587.50

Year end net meter credit: \$ (5.27)

Total Post-solar utility bill: \$ **3,582.23**

Addition

The post-solar energy baseline for the Addition meter is shown in the table below.

Post-Solar Energy Baseline - Office/Café (APS E-32M)											
	A	B	C	D	E	F	G	H	I	(E x G) + (F x H) + ((E + F) x I)	
Month	Demand (kW)	Usage (kWh)	Solar Production (kWh)	Net Meter Carry-Over from Prior Month (kWh)	Utility usage below 200 kWh/kW (kWh)	Utility usage above 200 kWh/kW (kWh)	Utility Rate below 200 kWh/kW (\$/kWh)	Utility Rate above 200 kWh/kW (\$/kWh)	Non-energy kWh-Assessed Charges (\$/kWh)	Total	
Jan	77	21,120	10,782	-	10,338	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 991.96	
Feb	82	21,920	10,263	-	11,657	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,118.57	
Mar	86	19,200	13,228	-	5,972	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 573.02	
Apr	107	24,960	13,432	-	11,528	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 1,106.21	
May	90	17,280	13,125	-	4,155	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 469.38	
Jun	51	14,560	12,347	-	2,213	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 249.98	
Jul	123	18,240	11,422	-	6,818	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 770.26	
Aug	133	26,880	12,179	-	14,701	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,660.74	
Sep	125	23,360	12,271	-	11,089	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 1,252.71	
Oct	86	17,600	12,250	-	5,350	-	\$ 0.10320	\$ 0.06034	\$ 0.010	\$ 604.34	
Nov	75	19,040	10,851	-	8,189	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 785.84	
Dec	80	16,800	10,083	-	6,717	-	\$ 0.08619	\$ 0.04334	\$ 0.010	\$ 644.51	
Year end net meter balance (kWh):				-	Total annual post-solar energy and kWh-assessed charges:				\$	10,227.51	
					Year end net meter credit:				\$	-	
					Total Post-solar utility bill:				\$	10,227.51	

Auditorium

The post-solar energy baseline for the Auditorium meter is shown in the table below.

Post-Solar Energy Baseline - Office/Café (APS E-32M)											
	A	B	C	D	E	F	G	H	I	(E x G) + (F x H) + ((E + F) x I)	
Month	Demand (kW)	Usage (kWh)	Solar Production (kWh)	Net Meter Carry-Over from Prior Month (kWh)	Utility usage below 200 kWh/kW (kWh)	Utility usage above 200 kWh/kW (kWh)	Utility Rate below 200 kWh/kW (\$/kWh)	Utility Rate above 200 kWh/kW (\$/kWh)	Non-energy kWh-Assessed Charges (\$/kWh)	Total	
Jan	26	7,200	10,012	-	-	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ -	
Feb	34	7,560	9,530	2,812	-	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ -	
Mar	114	9,360	12,283	4,782	-	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ -	
Apr	103	15,120	12,472	7,706	-	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ -	
May	118	17,040	12,187	5,058	-	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ -	
Jun	107	15,720	11,465	206	4,049	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 457.43	
Jul	148	18,240	10,606	-	7,634	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 862.42	
Aug	136	16,680	11,309	-	5,371	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 606.75	
Sep	125	16,320	11,394	-	4,926	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ 556.44	
Oct	64	8,760	11,375	-	-	-	\$ 0.10320	\$ 0.06034	\$ 0.0098	\$ -	
Nov	37	7,680	10,075	2,615	-	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ -	
Dec	34	7,200	9,363	5,011	-	-	\$ 0.08619	\$ 0.04334	\$ 0.0098	\$ -	
Year end net meter balance (kWh):				7,174	Total annual post-solar energy and kWh-assessed charges:				\$	2,483.03	
					Year end net meter credit:				\$	(443.85)	
					Total Post-solar utility bill:				\$	2,039.18	

Value of Solar (Baseline Utility Cost) Summary

The table below summarizes the Value of Solar calculation results for each meter.

	A	B	C	D = (A - B)/C
	Pre-Solar utility bill, \$	Post-Solar utility bill, \$	Solar kWh delivered, kWh	Value of Solar (Baseline Utility Cost), \$/kWh
Office/Café	\$ 24,695.95	\$ 3,582.23	218,430	\$ 0.097
Addition	\$ 23,984.34	\$ 10,227.51	142,233	\$ 0.097
Auditorium	\$ 15,524.62	\$ 2,039.18	132,074	\$ 0.102
Total/Ave	\$ 64,204.91	\$ 15,848.92	492,737	\$ 0.098

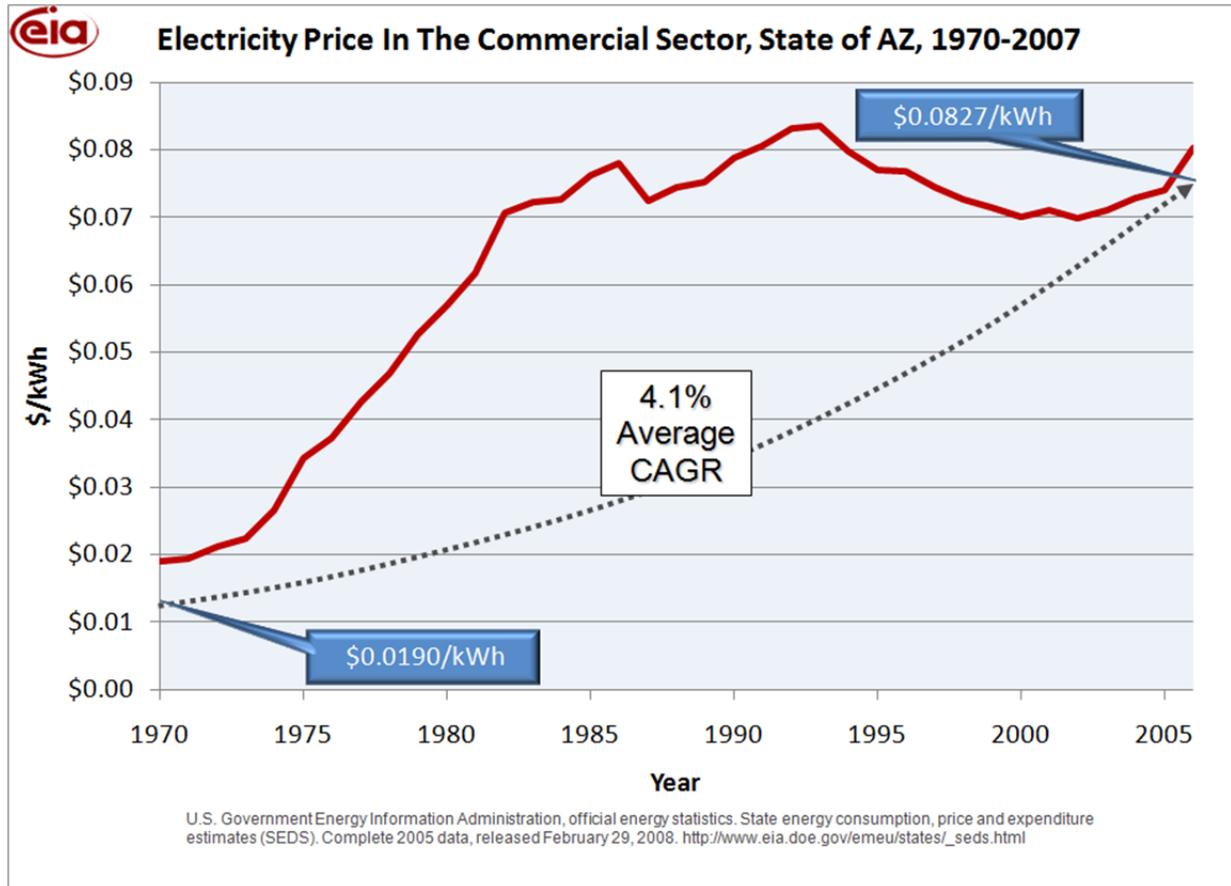


Due to the mechanics of net metering in Arizona, 100% of the solar kWh delivered does not go to offset the load, even though the net production is less than the net consumption on an annual basis. The solar fraction, or percentage of load served by solar, is shown in the table below.

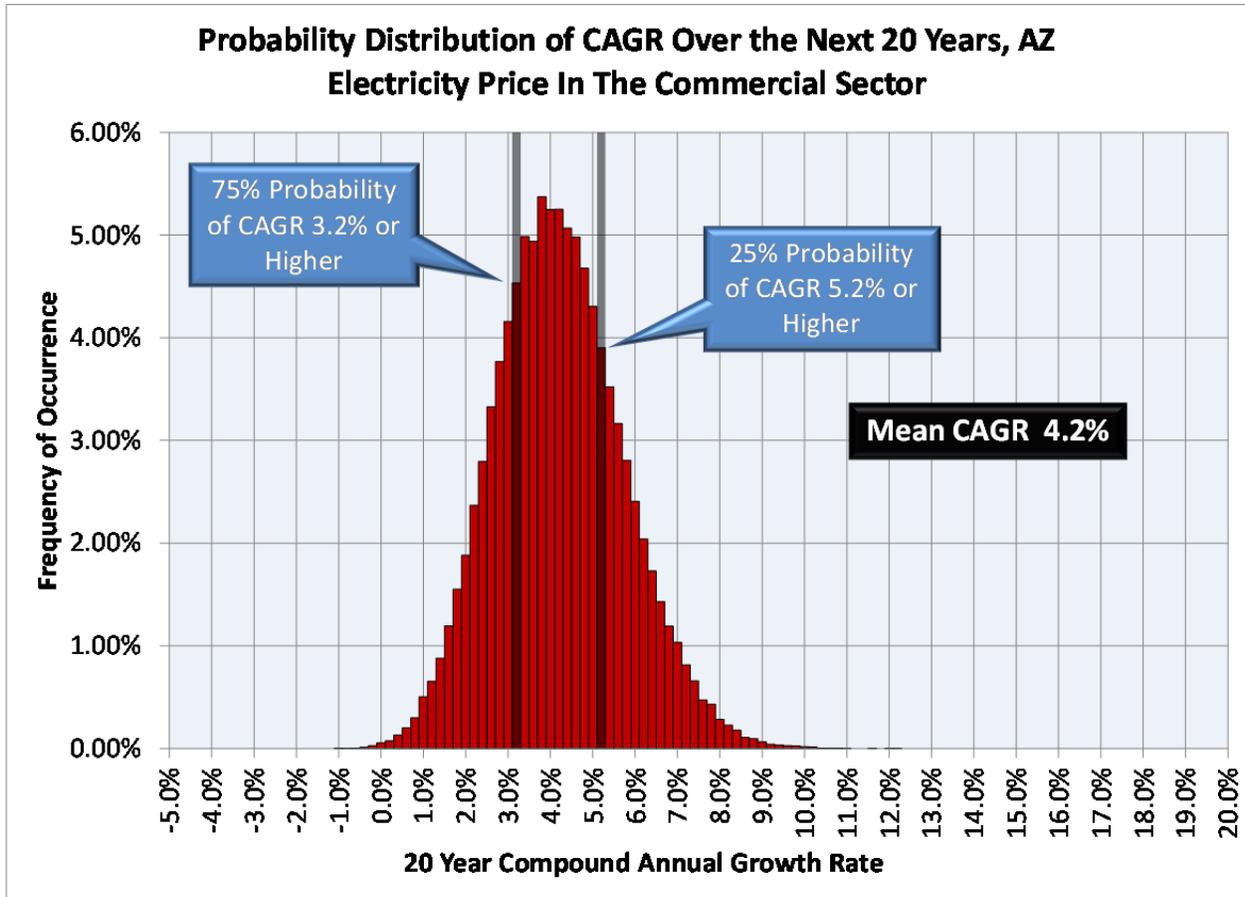
	Pre-Solar utility consumption, kWh	Post-Solar utility consumption, kWh	Percentage of load served by solar (solar fraction), %
Office/Café	251,480	33,135	87%
Addition	240,960	98,727	59%
Auditorium	146,880	21,980	85%
Total/Ave	639,320	153,842	76%

Utility Rate Escalation

Future utility rate escalation must be assessed in order to estimate the energy and operation costs savings over the life of the energy cost savings measure (the Term of the Agreement). The baseline escalation rate is determined through the use of advanced statistical risk assessment methods commonly used in the financial world to determine the probability of future average annual rate increases, based on historical rate data from 1970 through 2007. The graph below shows the historical electric rates for this time period.



A statistical Monte Carlo analysis performed on this historical data set concludes that it is most probable that electric rates will increase over the next 20 years at a Compound Annual Growth Rate (CAGR) of 4.2%, with a distribution of other possible 20-year CAGRs around this most probable value approximating a normal bell curve, as shown below. The same graph shows a 75% probability that utility rates will escalate by at least 3.2% over the same period. *For the purpose of the Energy Cost Savings Report, this more conservative value (3.2%) will be applied each year as the mutually agreed upon annual utility rate escalator, regardless of actual escalation in utility rates.*



20 Year Energy Cost Baseline

The table below, based upon the preceding analysis, indicates the kWh energy cost baseline which will be used annually to evaluate the energy and operational cost savings of the energy cost savings measure.

Contract Year	Office/Café, VOS (Baseline Utility Cost), \$/kWh	Addition, VOS (Baseline Utility Cost), \$/kWh	Auditorium, VOS (Baseline Utility Cost), \$/kWh
1	\$ 0.097	\$ 0.097	\$ 0.102
2	\$ 0.100	\$ 0.100	\$ 0.105
3	\$ 0.103	\$ 0.103	\$ 0.109
4	\$ 0.106	\$ 0.106	\$ 0.112
5	\$ 0.110	\$ 0.110	\$ 0.116
6	\$ 0.113	\$ 0.113	\$ 0.120
7	\$ 0.117	\$ 0.117	\$ 0.123
8	\$ 0.121	\$ 0.121	\$ 0.127
9	\$ 0.124	\$ 0.124	\$ 0.131

10	\$	0.128	\$	0.128	\$	0.136
11	\$	0.132	\$	0.133	\$	0.140
12	\$	0.137	\$	0.137	\$	0.144
13	\$	0.141	\$	0.141	\$	0.149
14	\$	0.146	\$	0.146	\$	0.154
15	\$	0.150	\$	0.150	\$	0.159
16	\$	0.155	\$	0.155	\$	0.164
17	\$	0.160	\$	0.160	\$	0.169
18	\$	0.165	\$	0.165	\$	0.174
19	\$	0.170	\$	0.171	\$	0.180
20	\$	0.176	\$	0.176	\$	0.186

Project Benefits

Project benefits (energy and operational cost savings) are estimated by subtracting the PPA rate from the baseline utility cost for each meter and multiplying the result by the expected solar production for each meter. The only benefits calculated are those associated with energy usage (i.e., demand reduction, though likely, is not modeled in the Baseline Utility Cost calculation). The tables below shows the resulting savings estimates by meter, and in aggregate. Note that the energy and operational cost savings shown do not represent guaranteed savings amounts, but expected savings for a typical year.

Office/Café					
Contract Year	VOS (Baseline Utility Cost), \$/kWh	PPA Rate, \$/kWh	Energy and Operational Cost Savings, \$/kWh	Solar kWh per Year	Energy and Operational Cost Savings, \$ per Year
1	\$ 0.097	\$ 0.076	\$ 0.021	218,430	\$ 4,513
2	\$ 0.100	\$ 0.078	\$ 0.021	217,338	\$ 4,667
3	\$ 0.103	\$ 0.081	\$ 0.022	216,251	\$ 4,826
4	\$ 0.106	\$ 0.083	\$ 0.023	215,170	\$ 4,991
5	\$ 0.110	\$ 0.086	\$ 0.024	214,094	\$ 5,160
6	\$ 0.113	\$ 0.088	\$ 0.025	213,023	\$ 5,335
7	\$ 0.117	\$ 0.091	\$ 0.026	211,958	\$ 5,516
8	\$ 0.121	\$ 0.093	\$ 0.027	210,898	\$ 5,702
9	\$ 0.124	\$ 0.096	\$ 0.028	209,844	\$ 5,894
10	\$ 0.128	\$ 0.099	\$ 0.029	208,795	\$ 6,093
11	\$ 0.132	\$ 0.102	\$ 0.030	207,751	\$ 6,297
12	\$ 0.137	\$ 0.105	\$ 0.031	206,712	\$ 6,509
13	\$ 0.141	\$ 0.108	\$ 0.033	205,678	\$ 6,727
14	\$ 0.146	\$ 0.112	\$ 0.034	204,650	\$ 6,951
15	\$ 0.150	\$ 0.115	\$ 0.035	203,627	\$ 7,183



16	\$	0.155	\$	0.118	\$	0.037	202,609	\$	7,423
17	\$	0.160	\$	0.122	\$	0.038	201,596	\$	7,670
18	\$	0.165	\$	0.126	\$	0.040	200,588	\$	7,925
19	\$	0.170	\$	0.129	\$	0.041	199,585	\$	8,187
20	\$	0.176	\$	0.133	\$	0.043	198,587	\$	8,459

Addition					
Contract Year	VOS (Baseline Utility Cost), \$/kWh	PPA Rate, \$/kWh	Energy and Operational Cost Savings, \$/Solar kWh	Solar kWh per Year	Energy and Operational Cost Savings, \$ per Year
1	\$ 0.097	\$ 0.076	\$ 0.021	142,233	\$ 2,947
2	\$ 0.100	\$ 0.078	\$ 0.022	141,522	\$ 3,048
3	\$ 0.103	\$ 0.081	\$ 0.022	140,815	\$ 3,152
4	\$ 0.106	\$ 0.083	\$ 0.023	140,110	\$ 3,259
5	\$ 0.110	\$ 0.086	\$ 0.024	139,410	\$ 3,369
6	\$ 0.113	\$ 0.088	\$ 0.025	138,713	\$ 3,484
7	\$ 0.117	\$ 0.091	\$ 0.026	138,019	\$ 3,601
8	\$ 0.121	\$ 0.093	\$ 0.027	137,329	\$ 3,723
9	\$ 0.124	\$ 0.096	\$ 0.028	136,643	\$ 3,848
10	\$ 0.128	\$ 0.099	\$ 0.029	135,959	\$ 3,978
11	\$ 0.133	\$ 0.102	\$ 0.030	135,280	\$ 4,111
12	\$ 0.137	\$ 0.105	\$ 0.032	134,603	\$ 4,249
13	\$ 0.141	\$ 0.108	\$ 0.033	133,930	\$ 4,392
14	\$ 0.146	\$ 0.112	\$ 0.034	133,260	\$ 4,538
15	\$ 0.150	\$ 0.115	\$ 0.035	132,594	\$ 4,690
16	\$ 0.155	\$ 0.118	\$ 0.037	131,931	\$ 4,846
17	\$ 0.160	\$ 0.122	\$ 0.038	131,272	\$ 5,007
18	\$ 0.165	\$ 0.126	\$ 0.040	130,615	\$ 5,173
19	\$ 0.171	\$ 0.129	\$ 0.041	129,962	\$ 5,345
20	\$ 0.176	\$ 0.133	\$ 0.043	129,312	\$ 5,522

Auditorium					
Contract Year	VOS (Baseline Utility Cost), \$/kWh	PPA Rate, \$/kWh	Energy and Operational Cost Savings, \$/Solar kWh	Solar kWh per Year	Energy and Operational Cost Savings, \$ per Year
1	\$ 0.102	\$ 0.076	\$ 0.026	132,074	\$ 3,448
2	\$ 0.105	\$ 0.078	\$ 0.027	131,413	\$ 3,560



3	\$	0.109	\$	0.081	\$	0.028	130,756	\$	3,676
4	\$	0.112	\$	0.083	\$	0.029	130,103	\$	3,796
5	\$	0.116	\$	0.086	\$	0.030	129,452	\$	3,919
6	\$	0.120	\$	0.088	\$	0.031	128,805	\$	4,047
7	\$	0.123	\$	0.091	\$	0.033	128,161	\$	4,178
8	\$	0.127	\$	0.093	\$	0.034	127,520	\$	4,313
9	\$	0.131	\$	0.096	\$	0.035	126,882	\$	4,453
10	\$	0.136	\$	0.099	\$	0.036	126,248	\$	4,596
11	\$	0.140	\$	0.102	\$	0.038	125,617	\$	4,745
12	\$	0.144	\$	0.105	\$	0.039	124,989	\$	4,898
13	\$	0.149	\$	0.108	\$	0.041	124,364	\$	5,055
14	\$	0.154	\$	0.112	\$	0.042	123,742	\$	5,218
15	\$	0.159	\$	0.115	\$	0.044	123,123	\$	5,385
16	\$	0.164	\$	0.118	\$	0.045	122,508	\$	5,558
17	\$	0.169	\$	0.122	\$	0.047	121,895	\$	5,736
18	\$	0.174	\$	0.126	\$	0.049	121,286	\$	5,920
19	\$	0.180	\$	0.129	\$	0.051	120,679	\$	6,109
20	\$	0.186	\$	0.133	\$	0.052	120,076	\$	6,304

Facility in Aggregate									
Contract Year	Weighted Average VOS (Baseline Utility Cost), \$/kWh	PPA Rate, \$/kWh	Energy and Operational Cost Savings, \$/Solar kWh	Solar kWh per Year	Energy and Operational Cost Savings, \$ per Year				
1	\$	0.098	\$	0.076	\$	0.022	492,737	\$	10,908
2	\$	0.101	\$	0.078	\$	0.023	490,273	\$	11,275
3	\$	0.105	\$	0.081	\$	0.024	487,822	\$	11,654
4	\$	0.108	\$	0.083	\$	0.025	485,383	\$	12,045
5	\$	0.111	\$	0.086	\$	0.026	482,956	\$	12,449
6	\$	0.115	\$	0.088	\$	0.027	480,541	\$	12,865
7	\$	0.119	\$	0.091	\$	0.028	478,138	\$	13,295
8	\$	0.122	\$	0.093	\$	0.029	475,747	\$	13,738
9	\$	0.126	\$	0.096	\$	0.030	473,369	\$	14,195
10	\$	0.130	\$	0.099	\$	0.031	471,002	\$	14,667
11	\$	0.134	\$	0.102	\$	0.032	468,647	\$	15,153
12	\$	0.139	\$	0.105	\$	0.034	466,304	\$	15,655
13	\$	0.143	\$	0.108	\$	0.035	463,972	\$	16,173
14	\$	0.148	\$	0.112	\$	0.036	461,652	\$	16,707
15	\$	0.153	\$	0.115	\$	0.038	459,344	\$	17,258



16	\$	0.157	\$	0.118	\$	0.039	457,047	\$	17,827
17	\$	0.162	\$	0.122	\$	0.040	454,762	\$	18,413
18	\$	0.168	\$	0.126	\$	0.042	452,488	\$	19,017
19	\$	0.173	\$	0.129	\$	0.044	450,226	\$	19,641
20	\$	0.179	\$	0.133	\$	0.045	447,975	\$	20,284

The final table showing the Project in Aggregate benefits above indicates an estimated savings of about \$11,000 in year 1, growing to \$20,000 in year 20 of the Agreement. The cumulative nominal estimated savings is approximately \$300,000.



Measurement and Verification Report

Actual kWh production of the Project will be recorded utilizing utility revenue grade metering as described more fully in the Agreement. In addition, Provider will maintain a data acquisition system to monitor real time performance of the Project as well as weather parameters. Actual metered Project output will be utilized to perform Energy Cost Savings Reports, and Measurement and Verification Reports, as described in this section and the section below.

In addition, Host will provide to Provider utility bills for each Project interconnected meter pursuant to the Agreement in the first three Operations Years. Electric utility bills will be analyzed to compare actual utility consumption and demand with those established in the energy baseline calculations.

The Measurement and Verification Report will be provided according to the schedule described in the Agreement in the format shown below. One report will be provided for each meter to which the Project is interconnected.

Measurement and Verification Report

Report Date: _____
 Contract Year: _____
 Facility Meter: _____

	A	B	C = B - A	D	E = B + D	F = E - A	G	H	I = H - J
	Pre-Solar Utility Use, kWh	Report Year Utility Use, kWh	Report Year Change in Utility Use, kWh	Report Year Solar Energy Delivered, kWh	Report Year Total Energy Use, kWh	Report Year Change in Total Use, kWh	Pre-Solar Utility Demand, kW	Report Year Utility Demand, kW	Report Year Change in Utility Demand, kW
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
Total									



Energy Cost Savings Report

The Energy Cost Savings Report will be provided according to the schedule described in the Agreement in the format shown below.

Energy Cost Savings Report

Report Date: _____

Contract Year: _____

	A	B	C = A - B	D	E = C x D
	Utility Cost (Value of Solar, VOS), \$/kWh	PPA Rate, \$/kWh	Energy and Operational Cost Savings, \$/Solar kWh	Actual Solar Delivered, kWh	Energy and Operational Cost Savings, \$
Office/Café					
Addition					
Auditorium					
Total:					
Prior Year Cumulative Energy and Operational Cost Savings Carry Over:					
Current Year Cumulative Energy and Operational Cost Savings:					



Reference State Statute

15-213.01. Procurement practices; guaranteed energy cost savings contracts; definitions

(L09, Ch. 101, sec. 1. Eff. until 7/1/13)

- A. Notwithstanding section 15-213, subsection A, a school district may contract for the procurement of a guaranteed energy cost savings contract with a qualified provider through a competitive sealed proposal process as provided by the procurement practices adopted by the state board of education.
- B. A school district may enter into a guaranteed energy cost savings contract with a qualified provider if it determines that the amount it would spend on the energy cost savings measures recommended in the proposal would not exceed the amount to be saved in energy and operational costs over the expected life of the energy cost savings measures implemented or within twenty-five years, whichever is shorter, after the date installation or implementation is complete, if the recommendations in the proposal are followed. The school district shall retain the cost savings achieved by a guaranteed energy cost saving contract, and these cost savings may be used to pay for the contract and project implementation. A school district shall not use excess utilities monies for the contract or for project implementation.
- C. The school district shall use objective criteria in selecting the qualified provider, including the cost of the contract, the energy and operational cost savings, the net projected energy savings, the quality of the technical approach, the quality of the project management plan, the financial solvency of the qualified provider and the experience of the qualified provider with projects of similar size and scope. The school district shall set forth each criterion with its respective numerical weighting in the request for proposal.
- D. In selecting a contractor to perform any construction work related to performing the guaranteed energy cost savings contract, the qualified provider may develop and use a prequalification process for contractors. These prequalifications may require the contractor to demonstrate that the contractor is adequately bonded to perform the work and that the contractor has not failed to perform on a prior job.
- E. A study shall be performed by the selected qualified provider in order to establish the exact scope of the guaranteed energy cost savings contract, the fixed cost savings guarantee amount and the methodology for determining actual savings. This report shall be reviewed and approved by the school district before the actual installation of any equipment. The qualified provider shall transmit a copy of the approved study to the school facilities board and the department of commerce energy office.
- F. The guaranteed energy cost savings contract shall require that in determining whether the projected energy savings calculations have been met, the energy or operational cost savings shall be computed by comparing the energy baseline before installation or implementation of the energy cost savings measures with the energy consumed and operational costs avoided after installation or implementation of the energy cost savings measures. The qualified provider

and the school district may agree to make modifications to the energy baseline only for any of the following:

1. Changes in utility rates.
 2. Changes in the number of days in the utility billing cycle.
 3. Changes in the square footage of the Project.
 4. Changes in the operational schedule of the Project.
 5. Changes in facility temperature.
 6. Significant changes in the weather.
 7. Significant changes in the amount of equipment or lighting utilized in the Project.
 8. Significant changes in the nature or intensity of energy use such as the change of classroom space to laboratory space.
- G. The information to develop the energy baseline shall be derived from actual energy measurements or shall be calculated from energy measurements at the Project where energy cost savings measures are to be installed or implemented. The measurements shall be taken in the year preceding the installation or implementation of energy cost savings measures.
- H. When submitting a proposal for the installation of equipment, the qualified provider shall include information on the projected energy savings associated with each proposed energy cost savings measure.
- I. A school district, or two or more school districts, may enter into an installment payment contract or lease-purchase agreement with a qualified provider for the purchase and installation or implementation of energy cost savings measures. The guaranteed energy cost savings contract may provide for payments over a period of not more than the expected life of the energy cost savings measures implemented or twenty-five years, whichever is shorter. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, shall be made over time.
- J. The guaranteed energy cost savings contract shall include a written guarantee of the qualified provider that either the energy or operational costs savings, or both, will meet or exceed the costs of the energy cost savings measures over the expected life of the energy cost savings measures implemented or within twenty-five years, whichever is shorter. The qualified provider shall:
1. For the first three years of savings, prepare a measurement and verification report on an annual basis in addition to an annual reconciliation of savings.
 2. Reimburse the school district for any shortfall of guaranteed energy cost savings on an annual basis.
- K. The school district may obtain any required financing as part of the original competitive sealed proposal process from the qualified provider or a third-party financing institution.
- L. A qualified provider that is awarded the contract shall give a sufficient bond to the school district for its faithful performance of the equipment installment.
- M. The qualified provider is required to make public information in the subcontractor's bids only if the qualified provider is awarded the guaranteed energy cost savings contract by the school district.

- N. For all projects carried out under this section, the district shall report to the department of commerce energy office and the school facilities board:
1. The name of the project.
 2. The qualified provider.
 3. The total cost of the project.
 4. The expected energy and cost savings.
- O. For all projects carried out under this section, the district shall report to the school facilities board, by October 15 each year, the actual energy and cost savings.
- P. This section does not apply to the construction of new buildings.
- Q. A school district may utilize a simplified energy performance contract for projects less than five hundred thousand dollars. Simplified energy performance contracts are not required to include an energy savings guarantee and shall comply with all requirements in this section except for the requirements that are specifically related to the energy savings guarantee and the measurement and verification of the guaranteed savings.
- R. For the purposes of this section:
1. "Construction" means the process of building, altering, repairing, improving or demolishing any school district structure or building, or other public improvements of any kind to any school district real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.
 2. "Energy baseline" means a calculation of the amount of energy used in an existing facility before the installation or implementation of the energy cost savings measures.
 3. "Energy cost savings measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and may include one or more of the following, and any related meters or other measuring devices:
 - (a) Insulating the building structure or systems in the building.
 - (b) Storm windows or doors, caulking or weather stripping, multiglazed windows or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption.
 - (c) Automated or computerized energy control systems.
 - (d) Heating, ventilating or air conditioning system modifications or replacements.
 - (e) Replacing or modifying lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made.
 - (f) Indoor air quality improvements to increase air quality that conform to the applicable state or local building code requirements.
 - (g) Energy recovery systems.
 - (h) Installing a new or retrofitting an existing day lighting system.

- (i) Any life safety measures that provide long-term operating cost reductions and that comply with state and local codes.
 - (j) Implementing operation programs through education, training and software that reduce the operating costs.
 - (k) Procurement of low-cost utility supplies of all types, including electricity, natural gas, propane and water.
 - (l) Devices that reduce water consumption and water costs or that reduce sewer charges.
 - (m) Rainwater harvesting systems.
 - (n) Combined heat and power systems.
 - (o) Renewable and alternative energy projects and renewable energy power service agreements.
 - (p) Self-generation systems.
 - (q) Any additional building systems and infrastructure that produce energy, or that provide utility or operational cost savings not specifically mentioned in this paragraph, if the improvements meet the life cycle cost requirement and enhance building system performance or occupant comfort and safety.
4. "Guaranteed energy cost savings contract" means a contract for implementing one or more energy cost savings measures.
 5. "Life cycle cost" means the sum of present values of investment costs, capital costs, installation costs, energy costs, operating costs, maintenance costs and disposal costs over the life of the project, product or measure as provided by federal life cycle cost rules, regulations and criteria contained in the United States department of energy federal energy management program "guidance on life-cycle cost analysis" required by executive order 13423, January 2007.
 6. "Operational savings" means reductions in actual budget line items currently being expended or savings realized from the implementation or installation of energy cost savings measures.
 7. "Qualified provider" means a person or a business experienced in designing, implementing or installing energy cost savings measures.

EXHIBIT J

CREDIT PURCHASE AGREEMENT



APS Renewable Energy Incentive Program
P.O. Box 53933, Mail Station 9649
Phoenix, AZ 85072-3933

May 26, 2011

David Hogan
Mammoth San Manuel USD
711 McNab Parkway
San Manuel, AZ 85631

RE: APS 2011 Schools & Govt. Production Based Renewable Energy Incentive Program:
Reservation #17902 (High School Office & Café – meter J88459)
Reservation #17903 (High School Auditorium – meter C93899)
Reservation #17904 (High School Industrial Arts – meter A63839)

Dear David:

Congratulations!!! We are pleased to confirm your applications have been approved and reserved.

Please keep in mind that this letter is only a confirmation that APS has reserved funding for your project, not an approval that your system can be interconnected to the APS network. An interconnection application, along with all required diagrams, will need to be submitted for review and approval in accordance with the APS interconnection requirements. As part of the interconnection review process, APS will advise you of any additional requirements, including whether or not an interconnection study will be required, and of any estimated costs if modifications are necessary to the APS system in order to accommodate your project. A copy of APS's Interconnection Requirements can be found at www.aps.com/dg. **It is strongly recommended that no equipment be ordered or installed until preliminary approval of the interconnection application is granted by APS.** Should you have additional questions regarding the interconnection process, you can contact the distribution interconnection group at Commercial-Renewables@aps.com or by calling 602-371-6160.

The next step in the process is to provide APS with a copy of a signed contract between you and your developer within 30 days of the date of this letter in order to remain eligible for the reserved incentive and to signify your developer has been selected. If you have not executed a contract with your developer, please provide APS with Qualified Provider document (or a similar document). If a copy of the signed Contract or similar documentation is not returned within the 30 day timeframe, the reservation will be cancelled, and the funds will be released to use for other projects.

Please also review, execute and return the enclosed standard Credit Purchase Agreement (CPA) within 45 days of the date of this letter to continue to remain eligible for the reserved incentive. Please review and sign both originals, retain one original for your records, and return the other original.

With the exception of any interconnection-related documents, please submit all documents to the mailing OR email address listed below:

APS Renewable Energy Incentive Program
Mail Station 9649
PO Box 53999
Phoenix AZ 85072-3999
SolarSchoolGovt@aps.com

PLEASE NOTE: Due to the increase in demand for APS incentives, we will be holding more firm to the above-noted timeline, as well as all other milestone timelines documented within the CPA. Therefore if you foresee any delays prohibiting you from meeting a required deadline for this project, please contact your APS Renewable Energy Incentive Program Representative listed below immediately.

Mammoth-San Manuel High School PPA Agreement



Your Solar Partner: Solar Plus



- ☞ Commercial & Residential Solar Installations
- ☞ Schools & Multi-Family Project Focus
- ☞ Licensed, Bonded, Insured In Arizona & New Mexico
- ☞ Based in Tucson, Arizona Since 2005

Our Core Business

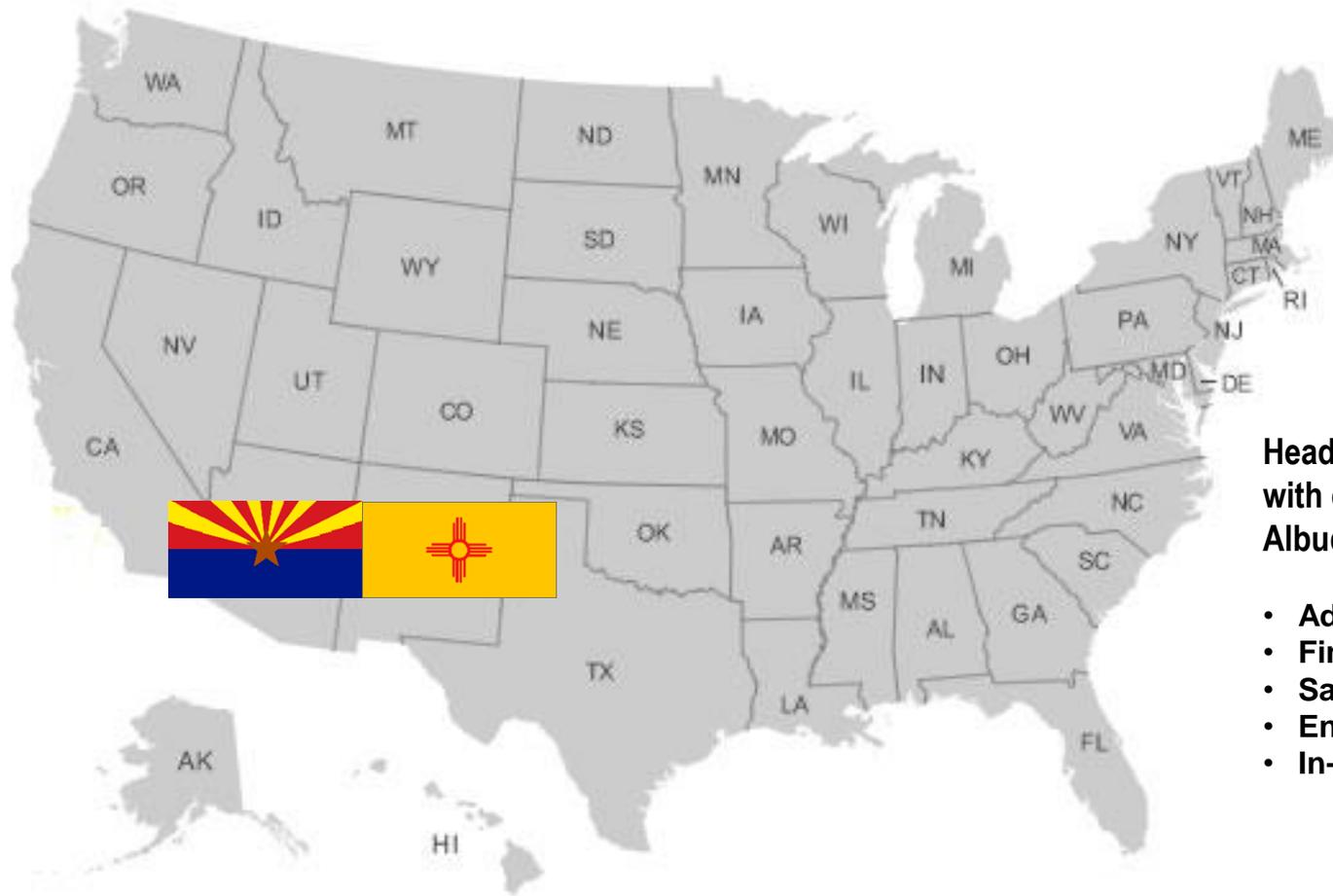


Our highly experienced team offers expert service and support throughout the entire Solar-PV process including:

- *Development, Design & Engineering*
- *Financing*
- *Project Management*
- *Installation & Operations*



Southwest United States Region Offices



**Headquartered in Arizona
with offices in Tucson and
Albuquerque, New Mexico:**

- **Administration**
- **Financial Services**
- **Sales & Support**
- **Engineering & Design**
- **In-house Installers**

Notable Clients



- ☞ Kachina Court Apartments, Tucson
- ☞ Catalina View Apartments, Tucson
- ☞ Hertz Commercial Rental, Tucson
- ☞ Solar Plus – Stelcore Energy, Tucson
- ☞ Bethlehem Lutheran, Reno, NV
- ☞ Capital Christian, Carson City, NV
- ☞ Santa Teresa, Carson City, NV
- ☞ Mariposa Academy (School), Reno, NV
- ☞ La Paloma Academy (Three Schools) Tucson, Glendale, Chandler



Commercial Solar



Commercial

Hertz Commercial Rental



Solar Plus Office



Kachina Apartments



Commercial Solar



Schools

Bethlehem Lutheran - NV



St. Teresa's - NV



Capital Christian - NV



Commercial Solar



Mammoth-San Manuel High School

Mammoth-San Manuel High School

☞ Target Offset:	80% of annual current electricity consumption	
☞ Target Production:		
☞ Industrial Arts:	199,360kwh – 20% =	159,488kwh
☞ Auditorium:	184,680kwh – 20% =	147,744kwh
☞ Office & Caf:	<u>237,160kwh – 20% =</u>	<u>189,728kwh</u>
☞ Totals:	<u>621,200kwh</u>	<u>496,960kwh</u>

☞ 295.75kw system: 1183 panels

☞ **Based on an energy savings study, a near-term energy efficiency project could save 8%-12% on the meters where solar is being installed, leaving a 10% margin for further efficiency projects.

Design Proposal

☞ 20 Year Power Purchase Agreement

☞ Current Rate: \$0.085/kwh + Demand Charges

☞ PPA Rate: \$0.075/kwh + Demand Charges

☞ Utility Escalator: 5% historically

☞ PPA Escalator: 3%

Savings

- ☞ Roughly \$0.01/kwh
- ☞ 496,860 solar kwh per year is approximately \$4,969 in savings Year One
- ☞ Savings increases over time as utility rates increase faster than the solar
- ☞ Demand Charge Savings are a bonus (School has LARGE demand charges)

San Manuel Layout



Imagery ©2012 DigitalGlobe, GeoEye, USDA Farm Service Agency, Terms of Use

PHOTOVOLTAIC SYSTEM DESCRIPTION

ATTACHMENT	MODULE	MODULE QTY	ADJUTION	TILT	POWER (KW DC STC)	INVERTER CONFIGURATION	TOTAL ANNUAL PRODUCTION (KWH)
INDUSTRIAL ARTS	HANWHA SOLARONE SF228	240W	150 CEG	20	109.440	(1) 150KW (480V)	178,400
AUDITORIUM	HANWHA SOLARONE SF220	240W	425	172 DEG	102.0	(1) 100KW (480V)	166,327
OFFICE AND CAFETERIA	HANWHA SOLARONE SF220	240W	547	172 DEG	131.28	(1) 75KW (480V) + (1) 50KW (480V)	214,073
							558,800

NOTE:



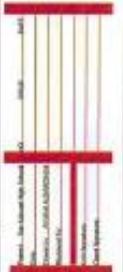
SOLAR PLUS LLC
 5028 E 22ND ST 520-603-6222 TEL
 TUCSON AZ 85711 520-647-9192 FAX

SITE PLAN

San Manuel
Health & Wellness Services

711 S Mehala Parkway
 San Manuel, AZ 85601
 Phone: (520) 385-2330
 Fax: 520-385-3035

Mailing: P.O. Box 406
 San Manuel, AZ 85601



PV1.0

Construction Schedule

- ∞ March – Design and Permitting
- ∞ April – Electrical Service Upgrades
- ∞ May – Industrial Arts Steel and Panel Installation
- ∞ June – Cafeteria, Office, and Auditorium Steel and Panel Installation
- ∞ July – Final Connections and inspections
- ∞ August 15th – System turn on, commissioning, and monitoring display installation

Procurement

- ☞ Tioga Energy has transferred the PPA Contract to Solar Plus
- ☞ By using the original contract the details, requirements, and legal agreement of the project remain in effect
- ☞ Solar Plus will amend the contract to reflect the lower cost of energy to the school

Financing



Full-service PPA provider

Long-term renewable portfolio manager

Independent power producer

Removing the financial and technical obstacles to renewable energy deployment.

The Numbers

- 68MW total deployment involvement
- 13MW constructed
- 25MW owned/financed
- 66MW managed asset portfolio; 91 facilities
- 17 US States



Why Kenyon Energy

- Significant solar expertise
- Strong O&M capabilities and automated service platform
- Prior experience with smooth acquisitions and the associated transitions



Sheridan School District



Sheridan Middle School



Ft. Logan Elementary



Alice Terry Elementary



Sheridan High School

4 Sites, 350.46kW



SAFT Lithium-Ion Battery Manufacturing Plant



1,019.9 kW / Jacksonville, FL



Beaverton School District



Capital Center



Springville K-8 School



Elmonica Elementary School

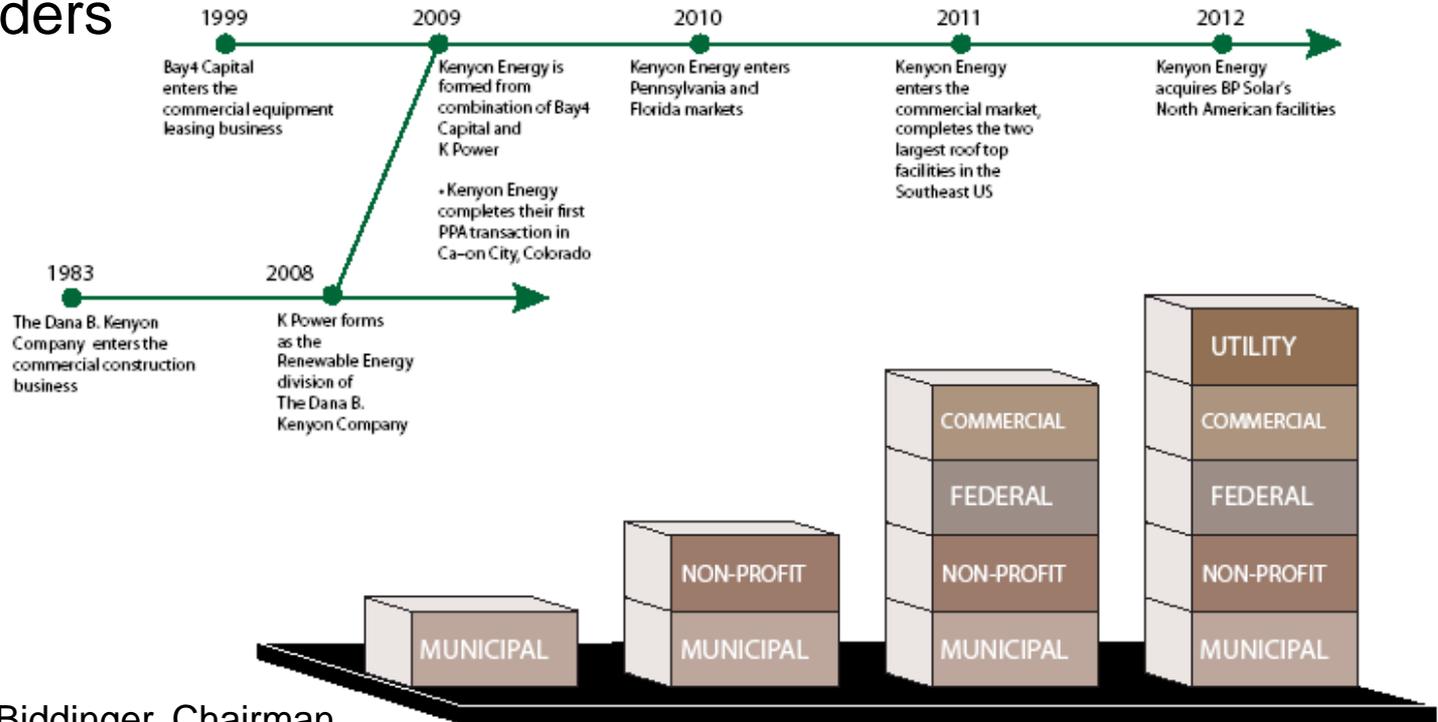


3 Sites, 299kW



KE History / Principals

Co-Founders

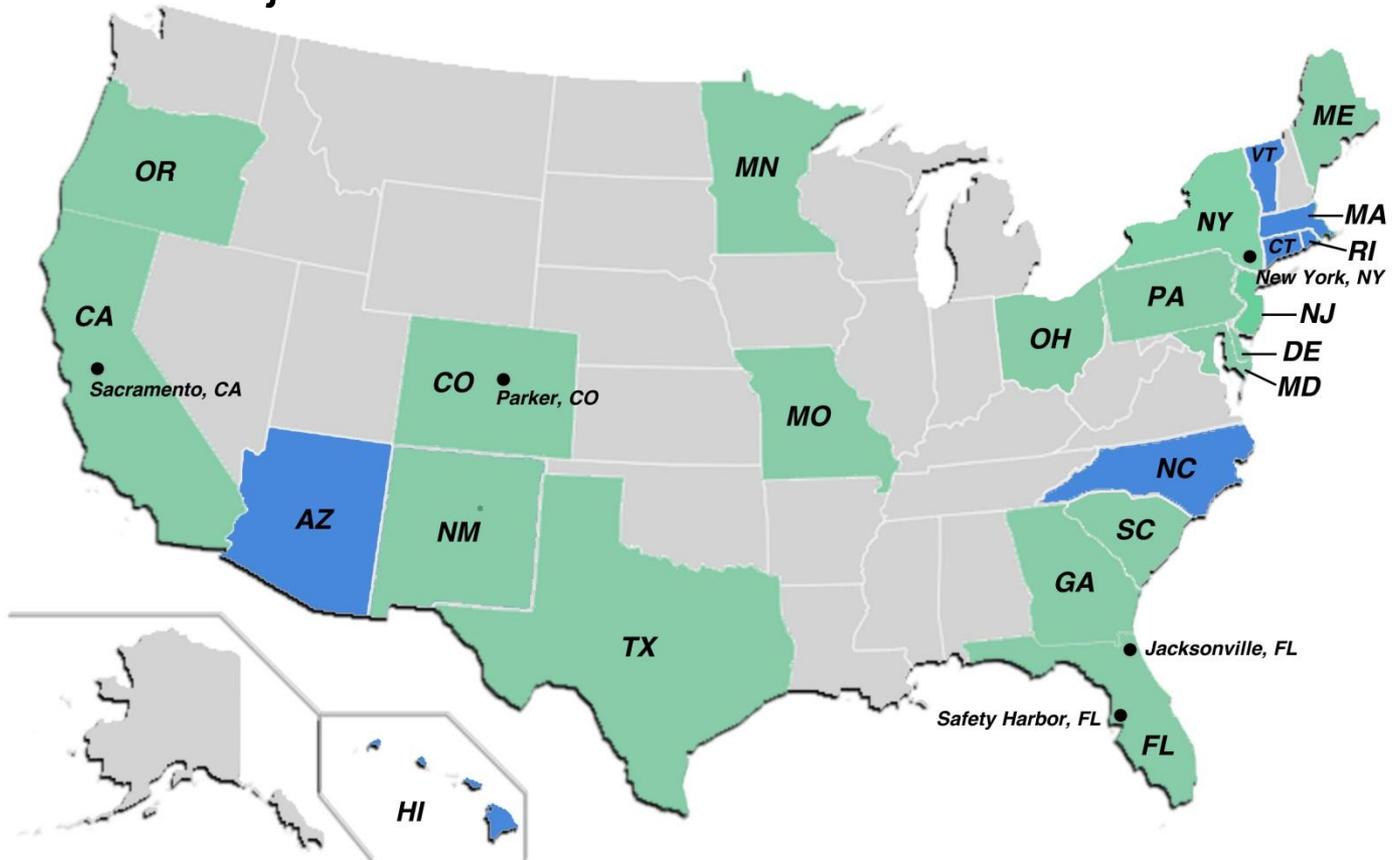


- Clay M. Biddinger, Chairman
 - CEO GE Technology Finance, CEO GATX Technology Services Corporation,
 - Founded Sun Financial Group & Bay4 Capital,
 - Has managed ~\$2B assets
- Matthew E. Kenyon, Vice Chairman
 - Assumed control of Dana B. Kenyon Company in 1997
 - 25+ years of construction experience
 - 6MM square feet of constructed projects



Kenyon Energy Presence

Offices and Projects



- *Kenyon Energy offices*
- *States where Kenyon Energy has developed systems*
- *Targets for market expansion*



Darden Restaurants



1,100 kW / Orlando, FL



Nazareth Area Intermediate School



602 kW/ Nazareth, Pennsylvania



Key Individuals

Deep experience in renewable energy: Banking, project finance, investor relations, operations, asset management, accounting services, tax

- Ray Gonzalez, President – 20+ years experience operations/finance
 - COO GE Technology Finance, COO, Bay4 Capital, President/CFO, OccuLogix Corporation
- Chuck Lafferty, CFO – 25+ years experience finance
 - CFO, Sinter Capital, CFO, Bay4 Capital, VP Finance, GATX Technology Solutions
- Brian Whitmire, COO – 20+ years experience operations/finance
 - COO/GM, GE Technology Finance, Managing Director, Bay4 Capital, Chief Investment Officer, GATX Technology Solutions
- Dennis Odden, SVP – 20+ years experience operations/finance
 - Managing Director Asset Management, GE Technology Finance, Managing Director Bay4 Capital, President Convergent Capital Corporation
- Rohan Singh, Head of Business Development – 14+ years experience in energy banking & finance
 - Director of Project Finance for Emerging Markets at SunEdison, SVP Energy Group , HSH Nordbank
- Other corporate experience – 200+ years of operations, finance & administration experience



Cañon City School District



Harrison K-8 School



McKinley Elementary



Lincoln Elementary



Cañon City High School

8 Sites, 801kW



KE Operating Projects

Selected Kenyon Energy Customers

Federal/Non-Profit

Commercial

Municipal

Education

Utility



Borough of Shippensburg



995 kW/ Shippensburg, Pennsylvania



KE Utility Interconnections/Relationships

Selected Kenyon Energy Utility Interconnections/Relationships

Utilities



Naval Air Station Key West



9 sites, 432 kW/ Key West, Florida



Demonstrated Commitment to Being a Solar Service Provider

- All projects have either been built for an owner from inception (corporation or utility) or retained for our portfolio
- Believe in long term sustainability of solar systems
- Currently providing O&M for all projects built for other owners including 2 largest rooftop systems in Florida
- Substantial investment in automated systems
- External Service provider product offering
 - Including billing, collecting, asset management, monitor, O&M, etc...
- Projects under management (interspersed throughout)



Gladstone School District



Gladstone Center for
Children and Families



Kraxberger Middle School



Gladstone High School

3 Sites, 295kW



Select References

Beaverton School District – Beaverton, OR
Mr. Dick Steinbrugge, Ex. Admin. for Facilities
503.591.4449

Adams School District 14 – Commerce City, CO
Ms. Sandy Mutchler, COO
303.853.3223

Nazareth Bureau M. A. – Nazareth, PA
Mr. Tom Itterly, Chief Inspector
484.357.4862

Shippensburg Waste T.P. – Shippensburg, PA
Mr. Earl Parshall, Manager
717.532.2147

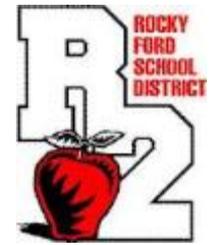
Nazareth Area School District – Nazareth, PA
Mr. Lewis Lengyel
610.759.1367 ext. 1700

Darden Restaurants
Mr. Chase Brackett, Manager
407-245-6629

Grants Pass School District – Grants Pass, OR
Ms. Sherry Ely, Business Director
541.474.5703



Rocky Ford School District



Jefferson Middle and
Washington Elementary



Rocky Ford High School

5 Arrays, 2 Locations, 302kW



Thank You



**Mammoth-San Manuel Unified School District
2013-2014 School Year**

July 2013				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

4- Independence Day

August 2013				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5- New Teachers 1st day

6- Returning Teachers 1st day

8- First Day of School

26- Inservice/No School for students

September 2013				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2- Labor Day

18- Early Release- Teacher inservice

October 2013				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

11-End of 1st Quarter/Early Release

14- District Recess

16-17- Elem. Parent Conf/Early Release

November 2013				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

11 Veteran's Day

20-22Thanksgiving

December 2013				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

4- Early Release/Teacher Inservice

19-20 -Jr./Sr. Finals/Early Release

20-End of 2nd Qtr/Early Release

23-31- Winter Break

January 2014				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1-3Winter Break

20 Civil Rights Day

29-Early Release-Teacher Inservice

February 2014				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

17 President's Day

26- Early Release-Teacher Inservice

March 2014				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

7- Early Release-Teacher Inservice

7-End of 3rd Quarter

10-14 -Spring Break

20- Elem. Parent Conf/Early Release

April 2014				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2- Early Release-Teacher Inservice

18 & 21 Easter Break

May 2014				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

21-22-Jr/Sr Finals/Early Release

22-End of 4th Quarter /Early Release

22- HS Graduation

23-Last Day for Teachers

26-Memorial Day

June 2014				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2013-2014 School Calendar

First Quarter	45 days
Second Quarter	45 days
First Semester	90 days

Third Quarter	43 days
Fourth Quarter	47 days
Second Semester	90 days

9 Month Employee First Day of Work: Thursday, Aug 8, 2013 Last Day of Work: Thursday, May 22, 2014 180 Work Days 12 Paid Holidays 192 Total Days	
PAID HOLIDAYS	UNPAID HOLIDAYS
Sept 2	August 26
Nov. 11, 20, 21, 22	Oct 14
Dec 23, 24, 25, 31	Dec 26,27,30
Jan 1	Jan 2,3,20
Feb 17	Mar 10,11,12,13,14
April 18	April 21

10 Month Employee First Day of Work: Thursday, Jul 25, 2013 Last Day of Work: Thursday, June 5, 2014 204 Work Days 13 Paid Holidays 217 Total Days	
PAID HOLIDAYS	UNPAID HOLIDAYS
Sept 2	August 26
Nov. 11, 20, 21, 22	Oct 14
Dec 23, 24, 25, 31	Dec 26,27,30
Jan 1	Jan 2,3,20
Feb 17	April 21
April 18	
May 26	

12 Month Employee Start: July 1, 2013 End: June 30, 2014 247 Work Days 14 Paid Holidays 261 Total Days	
PAID HOLIDAYS	
July 4	
Sep 2	
Nov. 11, 20, 21, 22	
Dec 23, 24, 25, 31	
Jan. 1	
Feb 17	
April 18	
May 26	



February 7, 2013

Mr. David Hogan
Mammoth-San Manuel Schools
P. O. Box 406
San Manuel, AZ 85631

RE: Trade value bus # T-14

The trade value of \$5,000.00 for bus # T-14 (2000 Blue Bird AAFE8400) is based on the current "Yellow Book" value. Adjustments have been made to account for the current market value in Arizona, condition of the bus and the cost to Auto Safety House to make the bus ready for re-sale.

Yellow Book value: \$7,800

Deductions for the following: 142,000 miles, a/c inoperable, oxidized paint, some needed upholstery repair, allowance for brake replacement and servicing of engine and chassis. The current market for front engine transits in Arizona has deteriorated over the last five to 10 years.

The "Fair Market Value" of bus # T-14 after all adjustments is \$5,000.00

Should you need additional information regarding the above please feel free to call.

Sincerely,

Dwight D. Large
Account Manager
Auto Safety House, LLC

	ACTUAL DAYS	DAYS NE	DAYS ATTENDED		
HS	5958	203	5261.5		
JH	2682	108	2315.5		
1ST	6480	78	5749.5		
MAMMOTH	1512	29	1323.5		
	16632	418	14650	16214	90.35%

MEMORANDUM

Date: February 7, 2013

To: John Ryan

From: Larry Ramirez

cc: Governing Board

RE: Community Schools Update

Spelling Bee!!!!

Community Schools assisted Mrs. Fisher from the Jr High to coordinate the Mammoth San Manuel Unified School District Spelling Bee. The event was a lot of fun. Trophies, medals, and pins were donated as prizes by the Mammoth San Manuel Education Foundation.

Community Schools Winter Basketball and Spirit Squad program

The participants have started the season. Our program has expanded to include separate teams from the Ray and Hayden/Winkelman School Districts. The response has been great there are a total of over 350 participants on 35 teams not including the Cheer Squad. The Community Schools Spirit Squad is an additional 80+ girls. We have expanded to different grade level divisions. Kinder and under, 1st and 2nd grades, 3rd and 4th graders, and 5th, and 6th grades. The teams are from Mammoth, San Manuel, Oracle, Kearny, Hayden, and Winkelman. Games will be played in Mammoth, San Manuel, Oracle, Hayden, and Kearny.

Community Schools tutoring programs

Community Schools continues with the tutoring and mentoring programs.

Teen Sew Cool

The ladies from Saddlebrooke are back! Teen Sew Cool has now expanded to include 3rd-12th grade students. It is a fantastic program that teaches basic sewing skills to both girls and boys.

Blood drive

A Red Cross Blood Drive was held in January as well..

If you have any questions, or need additional information, please do not hesitate to let me know.

Thank you,

Larry Ramirez
Community Schools Director

Community Schools

Expense/Deposit Report July 1, 2009 to June 30, 2010

Master

Date	Description/approximate # participant	Carry over 09-10	Payroll	Expenses	Deposits	Program Balance	County Balance	journals
08/01/09	Ending Bal. for 2009-10	\$ 57,213.65	\$ -	\$ -	\$ -	\$ -	\$ 57,213.65	
	000 dues and fees	\$ 200.62	\$ -	\$ -	\$ -	\$ 200.62	\$57,213.65	\$ -
	089 Enrichment (Foundation)	\$ 43,669.01	\$ 2,485.07	\$ 528.19	\$ 109.71	\$ 40,765.46	\$54,310.10	\$ -
	089 1st ave summer school	\$ -	\$ -	\$ -	\$ -	\$ -	\$54,310.10	\$ -
	089 special events	\$ -	\$ -	\$ -	\$ 175.00	\$ 175.00	\$54,485.10	\$ -
	089 Swim Lessons	\$ 7,963.93	\$ -	\$ -	\$ -	\$ 7,963.93	\$54,485.10	\$ -
	089 capp	\$ 3,738.28	\$ -	\$ -	\$ -	\$ 3,738.28	\$54,485.10	\$ -
	089 Trumpeting Mammoths	\$ -	\$ -	\$ -	\$ -	\$ -	\$54,485.10	\$ -
	089 wrestling	\$ 682.50	\$ -	\$ -	\$ -	\$ 682.50	\$54,485.10	\$ -
	089 Sea Lions	\$ -	\$ -	\$ -	\$ -	\$ -	\$54,485.10	\$ -
	089 Football	\$ -	\$ 2,581.06	\$ 7,754.38	\$ 1,910.00	\$ (8,425.44)	\$46,059.66	\$ -
	089 Soccer	\$ -	\$ -	\$ 3,970.60	\$ 2,412.20	\$ (1,558.40)	\$44,501.26	\$ -
	089 winter basketball	\$ -	\$ -	\$ -	\$ -	\$ -	\$44,501.26	\$ -
	089 spirit squad	\$ -	\$ -	\$ -	\$ 1,270.00	\$ 1,270.00	\$45,771.26	\$ -
	089 parapro testing and red cross	\$ 253.41	\$ -	\$ -	\$ -	\$ 253.41	\$45,771.26	\$ -
	089 Concessions	\$ -	\$ -	\$ 788.41	\$ 668.51	\$ (119.90)	\$45,651.36	\$ -
	089 Facilities and Equipment	\$ 579.90	\$ -	\$ -	\$ -	\$ 579.90	\$45,651.36	\$ -
	089 Scholarships	\$ 130.00	\$ -	\$ -	\$ -	\$ 130.00	\$45,651.36	\$ -
								\$ -
	Sub Total Programs	\$ 50,717.49	\$ 5,066.13	\$ 13,041.58	\$ 6,545.42	\$ 39,155.20	\$45,651.36	\$ -
								\$ -
		Carry over 09-10	Payroll	Expenses	Deposits	Balance		\$ -
	097 SM Pool	\$ -	\$ 14,286.04	\$ -	\$ 1,204.00	\$ (13,082.04)	\$32,569.32	\$ -
	098 Mammoth Pool	\$ -	\$ 8,515.50	\$ -	\$ 8,515.50	\$ -	\$32,569.32	\$ -
								\$ -
	Sub Total Pools	\$ -	\$ 22,801.54	\$ -	\$ 9,719.50	\$ (13,082.04)	\$32,569.32	\$ -
	offsets carry over from pool subtotal						\$32,569.32	\$ -
		Carry over 09-10	Payroll	Expenses	Deposits	Balance		\$ -
	Total Programs	\$ 50,717.49	\$ 27,867.67	\$ 13,041.58	\$ 16,264.92	\$ 26,073.16	\$32,569.32	\$ -