



Solar Rooftops Program Guidelines

Community Solar

Effective: [Date upon which use of revised SRPLA is
approved or deemed approved by City
Council]

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1.0 Overview

These Guidelines provide the background information and procedures for participation in the Los Angeles Department of Water and Power's (LADWP) Community Solar Program (CSP), specifically the Solar Rooftops Program (SRP).

The SRP will allow the LADWP to install photovoltaic (PV) solar systems totaling up to one (1) megawatt nameplate capacity on the rooftops of customers in exchange for a fixed monthly lease payment between \$30 and \$75 per month, or between \$360 and \$900 per year, which pays for the use of such customers' property (rooftops). An Energy Storage System (ESS) may be added to the PV Systems (PV Systems) for customers who meet additional criteria in exchange for an additional fixed monthly lease payment of \$25 per month, or \$300 per year, to further increase the reliability of the existing electrical distribution systems and enhance resource management. An ESS can include lithium-ion batteries and functionally similar technologies. Customer lease payments will vary with respect to the system size and configurations. The total potential savings over 20 years can range between \$7,200 and \$24,000. Only those owner-occupied homes that meet all the LADWP's and the Los Angeles Department of Building and Safety's (LADBS) expedited PV installation criteria will be accepted for this program.

Participation in the SRP requires a Solar Rooftops Program Lease Agreement to be entered into by and between the customer and the LADWP (SRPLA). Any provisions in these Guidelines in conflict with the SRPLA applicable to a particular customer are null and void as to that customer.

The SRP offers an opportunity for low-income, lifeline, time-of-use, and standard residential customers in the Los Angeles area to participate. The SRP will enable customers to help the LADWP meet its renewable energy goals, help reduce overall greenhouse gas emissions, and support local job creation. In addition, LADWP is evaluating the integration of multiple resources, including photovoltaic solar and energy storage. The SRP can be the catalyst for accelerating evaluations of photovoltaic solar systems with energy storage. Lastly, traditional solar participation barriers will be eliminated; there are no up-front costs/fees and no credit checks required to enroll.

No more SRP systems shall be installed upon the earlier date of installation of SRP systems totaling one megawatt nameplate capacity or exhaustion of the SRP budget.

1.1 Purpose and Guiding Principles

The LADWP is committed to solar power as a clean, efficient, and sustainable source of energy. Local solar is an important component of the LADWP's renewable energy programs and will help the LADWP meet its renewable energy targets, while reducing the carbon footprint of its power generation portfolio. Accelerating the deployment of

local solar and managing distributed energy resources, such as energy storage, are goals of the Sustainable City Plan and LADWP's Integrated Resource Plan, respectively, to ensure future electric grid reliability. In an effort to make solar projects available to more residential customers, especially those in neighborhoods with low solar penetration, the LADWP has created its Community Solar Program. **These Guidelines cover the Solar Rooftops Program.** The goals of the SRP are to build clean distributed generation across LADWP's service territory, help modernize and transform the provision of electric service within the City of Los Angeles, and allow the LADWP to evaluate the feasibility of implementing an even larger program.

The LADWP has the opportunity to couple an energy efficiency (EE) program with SRP participation. The LADWP Home Energy Improvement Program (HEIP) will be used as a partnering program to increase customer awareness. HEIP provides an energy audit of a customer's home and deploys skilled labor to apply energy efficiency improvements. Efforts between the two programs can be coordinated to improve the usage of resources (material, labor, etc.) and lower program costs.

In addition, training is an integral part of the SRP. The LADWP's current workforce is rapidly aging so the LADWP is striving to train the next generation of highly skilled employees for its workforce. International Brotherhood of Electrical Workers (IBEW) Local 18 and the LADWP have developed the Utility Pre-Craft Trainees (UPCT) Program to help meet this challenge with locally developed labor. The LADWP plans to utilize UPCTs during the construction of the rooftop PV and ESS.

COMMUNITY SOLAR PROGRAM (CSP) OVERVIEW

| Category | Solar Rooftops Program (SRP) |
|--|---|
| Program Capacity | Up to 1 MW installed across an estimated 300-450 customer properties. |
| Program Structure | <ul style="list-style-type: none"> The LADWP will build PV solar systems, less than 10 kilowatts (kW) and greater than 1 kW each, on customers' rooftops. An Energy Storage System (ESS) may be added to the PV System to increase the LADWP's reliability and enhance resource management. The PV Systems will be connected directly to the LADWP Grid. The LADWP will pay customers for the use of their property and will obtain sole rights to the energy and environmental attributes produced. |
| Economic Compensation | <ul style="list-style-type: none"> The lease payment is between \$30 and \$100 per month depending on the system size and the addition of ESS equipment. Once the PV System is installed on a roof then a 12-month prepayment check will be issued to the homeowner. Some examples are given below. Ex 1. 3 kW PV (1/1/26-12/31/26): $45 \frac{\\$}{\text{month}} * 12 \frac{\text{months}}{\text{year}} * 1 \text{ year} = \\$540.$ Ex 2. 6 kW PV + Energy Storage (1/1/26-12/31/26): $85 \frac{\\$}{\text{month}} * 12 \frac{\text{months}}{\text{year}} * 1 \text{ year} = \\$1,020$ Subsequent payment may be made as prepayment on an annual basis or monthly/bi-monthly on-bill credits, at the discretion of LADWP. If a customer leaves the program before the lease's term, then that customer will be required to pay back the LADWP a prorated portion of the prepayment. |
| Program Benefits & Highlights | <ul style="list-style-type: none"> No up-front cost or annual fees. No credit checks. No operation and maintenance responsibilities for the customer. Guaranteed customer compensation regardless of energy production. PV System can be twice removed at no expense to the customer: <ul style="list-style-type: none"> -Once for rooftop repairs -Once at the end of the program term. An ESS can be removed and replaced with another ESS with the same nameplate capacity as many times as deemed necessary by the LADWP, at no expense to the customer. <p>Customers will be supporting renewable energy, helping to create local jobs, helping to reduce the carbon footprint of the LADWP's power generation portfolio and lessen the impact of global warming, and otherwise protecting the environment.</p> |
| Eligibility | <p>Open to customers located in the Los Angeles area with the following characteristics:</p> <ul style="list-style-type: none"> ✓ Has a rate schedule of R1A-Standard Residential, R1B-Time-of-Use, R1D-Low-Income, or R1E-Lifeline. ✓ Has not participated in LADWP's SIP ✓ Does not have an existing PV solar system. <p>The home must be:</p> <ul style="list-style-type: none"> ✓ Owner occupied. ✓ A residential property. ✓ Able to satisfy LADWP evaluation(s) and other criteria. |

2.0 Eligibility Requirements

The SRP could generate approximately 300-450 enrollment slots for customers located in the Los Angeles area to participate, depending on the installed system size. Due to the limited amount of space, the LADWP has developed a set of filters to refine the eligibility pool.

2.1 Applicant Eligibility Requirements

Applicants must satisfy the following requirements in order to be considered for the program:

A. Only customers receiving electric service under rate schedule R1 - Residential Service are eligible for participation in the SRP. Future versions of the SRP may include other residential and commercial rate schedules.

- Schedule R-1 - Residential Service
 - R1-A – Standard
 - R1-B – Time-of-Use
 - R1-D – Low-Income
 - R1-E – Lifeline

B. Customers that are currently enrolled with the Solar Incentive Program (SIP) or have an existing PV solar system are not eligible for the SRP.

C. Applications must be fully completed in accordance with Section 3.0 and signed by the primary LADWP customer account holder and homeowner; if an Application contains two different persons for the customer account holder and homeowner name, then the Application may be delayed or disqualified.

D. Applicant's home must be located in the Los Angeles Basin of LADWP's service territory.

2.2 Enrollment Priority

A queue management database will be used to accept all applications. Submitting an Application does not guarantee admission into the program as there is limited space available.

At the end of each month all pending completed Applications eligible for consideration will be reviewed in the order received. Selection of Applications to receive the evaluation described in Section 4.7 will be made by the LADWP at its sole discretion consistent with the following objectives:

1. Be geographically diverse across the City of Los Angeles when installing distributed generation resources.

2. Aggregate projects in order to optimize the LADWP's resources (*i.e.*, labor and equipment).
3. Build SRP PV solar and ESS on the most suitable homes.

2.3 Solar Rooftops Home Evaluation

Once an Application is selected in accordance with Section 2.2, LADWP will evaluate the Applicant's home using the criteria detailed in Section 4.7. An Applicant shall not be accepted for participation into the SRP unless his or her home is able to pass the expedited LADBS permitting process for PV solar installations and meets the criteria regarding the home's solar potential detailed in Section 4.7.

3.0 Application Submission

All program materials, including the Solar Rooftops Program Lease Agreement (SRPLA), are available on the CSP website (<http://www.ladwp.com/csp>). If you have any questions, please contact the Community Solar Program staff at CSP@ladwp.com or 1- 866)-484-0433.

The LADWP reserves the right to reject all Applications. The terms of the SRPLA are non-negotiable. Applicants must review the terms of all program documents carefully before submitting an Application, and they are presumed to have made such a careful review. All submitted materials will become property of the LADWP and may be incorporated into a contract between the LADWP and the selected Applicant.

3.1 Required Information and Documents

In order for an Application to be considered completed, the following item must be submitted; otherwise, the Application will be considered nonresponsive and disqualified. Please see Section 3.2 of the Guidelines for the submission procedure.

- Completed Solar Rooftops Program Application (Appendix A)

3.2 Application Submission Procedure

Applicants shall submit their Application and attachments online at <http://www.ladwp.com/csp>. To complete an online Application, Applicants must have created an online LADWP account. If an Applicant has not registered for their online account, then they can do so by registering at www.ladwp.com. For any technical assistance, please contact the LADWP at 1-866-484-0433. If a customer is unable to submit a complete application online, then completed materials may be mailed to:

Community Solar Program
111 North Hope Street, Room 968
Los Angeles, CA 90012

4.0 – Solar Rooftops Program Design

The SRP design characteristics are listed below:

1. Customer Offer
2. Site and Scale
3. Economic Proposition
4. Payment Procedures
5. No Program Fees
6. Environmental Attributes
7. Home Evaluation Criteria
8. Program Length
9. Operation and Maintenance
10. Safety

An overview diagram of the SRP is shown in Figure 1.

4.1 Customer Offer

The LADWP will own and build PV Systems totaling up to one (1) megawatt nameplate capacity in the Los Angeles area on eligible customers' rooftop space as long as the rooftops meet criteria described in Section 4.7; energy storage systems may also be added to the PV System for customers who meet additional criteria described in Section 4.7.

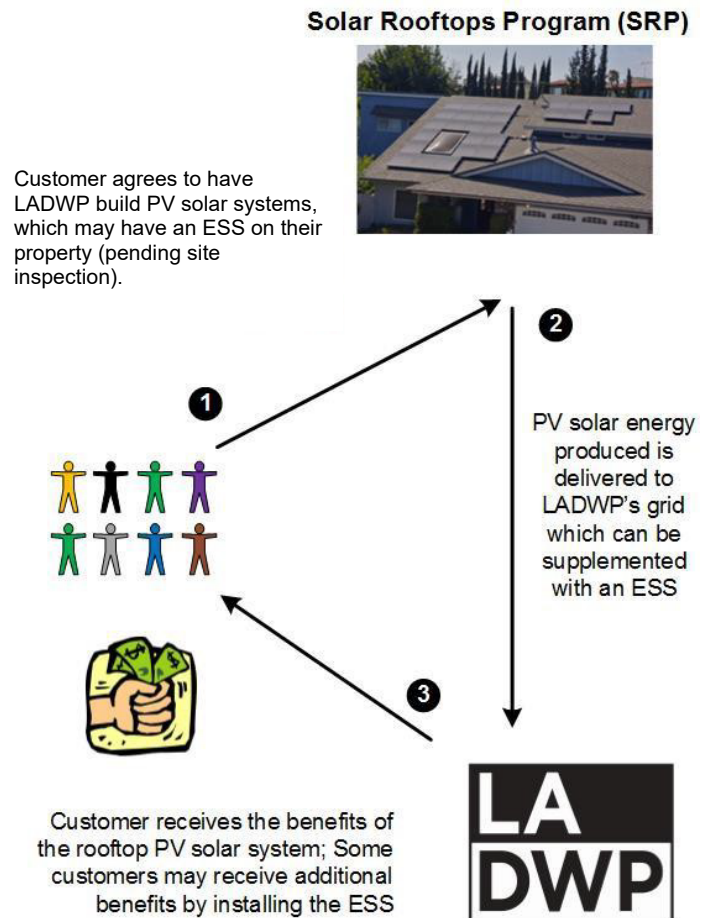


Figure 1 – SRP Overview

The PV Systems will be connected directly to the LADWP's grid on the utility side of the electric meter; there will be no net energy meter, and no energy will be delivered to the Applicant's home directly from the PV System. The LADWP will be in charge of all PV solar and ESS installation tasks, which include site evaluations, permitting, construction, operation, and maintenance. Applicants simply have to submit a complete application, have their home pass an evaluation by the LADWP after selection, execute a SRPLA with the LADWP (Appendix B), and allow the LADWP to access their property for PV solar and ESS installation. Once the equipment has been installed and approved by LADBS, applicants begin receiving lease payments in accordance with the SRPLA. The amount of the monthly lease payments is determined in accordance with Table 1 below. A more detailed overview of the SRP is shown below in Figure 2.

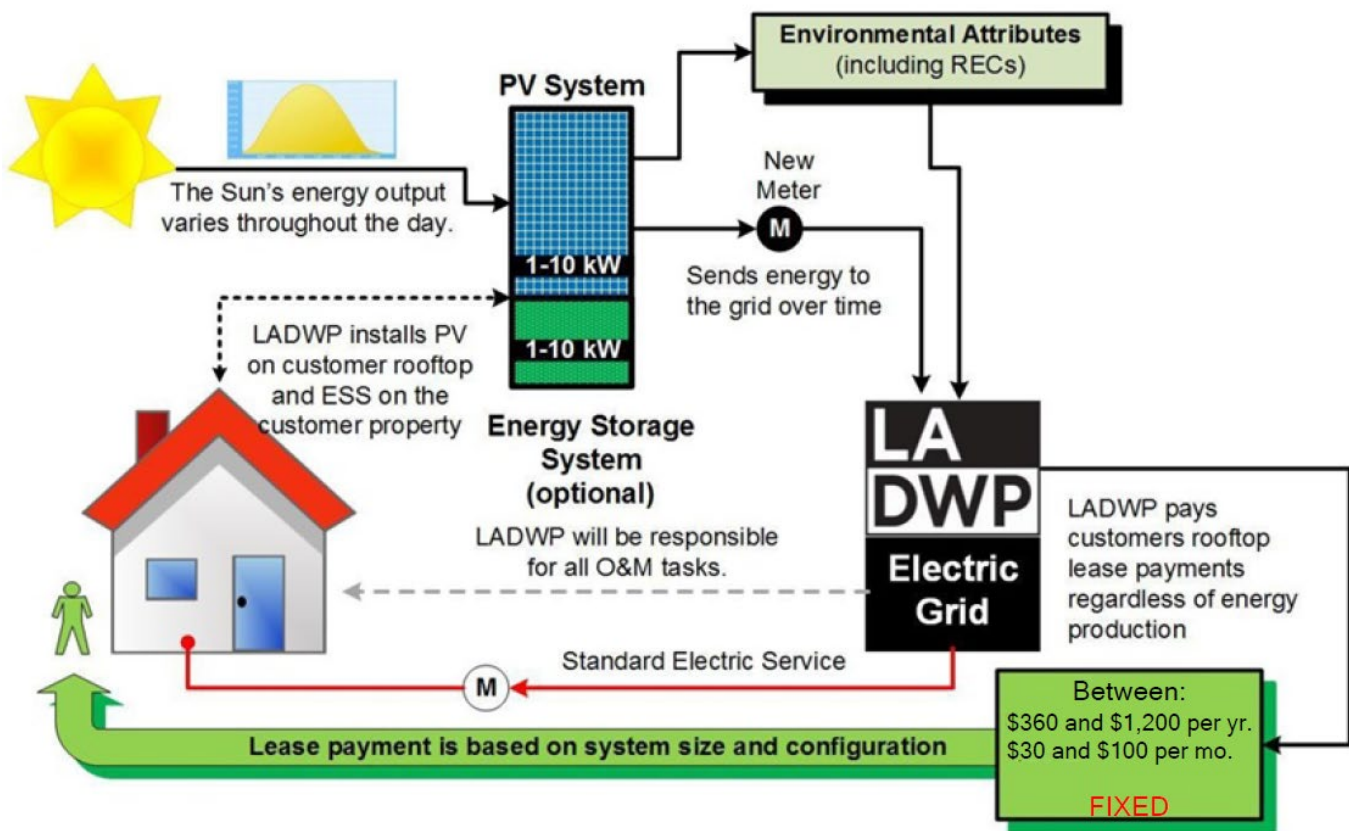


Figure 2 – Solar Rooftops Program Overview Diagram

4.2 Site and Scale

The LADWP will install a PV solar system (1-10 kW) on a customer's rooftop. If an ESS is integrated with the PV solar system in order to optimize the delivery of electrical power to increase the reliability of LADWP distribution circuits and enhance resource management, the ESS size (in kW) shall be less than or equal to the PV solar system size. The system sizes will be determined following an in-depth evaluation of the Applicant's rooftop and electrical systems by LADWP personnel.

4.3 Economic Proposition

The customer compensation will be between \$360 and \$1,200 per year as determined by the eligible system capacity measured in kW. Each customer will receive lease payments for the use of their rooftop in accordance with Table 1 below; provided, however, no ESS shall be added to PV solar systems until LADWP staff have briefed the Board of Water and Power Commissioners generally one time regarding the scope, cost and eligibility of the SRP, which could result in changes to the lease payments for ESS.

| Table 1 – Lease Payment By System Size | | | | |
|---|---------------------------|------------------------|--------------------------|---------------------------|
| System Size (kW) | ≥ 1kW and < 2kW | ≥ 2kW and ≤ 5kW | >5kW and ≤ 8kW | >8kW and ≤ 10kW |
| Lease Payment PV Solar (\$ per month) | \$30 | \$45 | \$60 | \$75 |
| Additional Lease Payment ESS (\$ per month) | \$25 | \$25 | \$25 | \$25 |
| Maximum Lease Payment PV Solar (\$ over 20 years) | \$7,200 | \$10,800 | \$14,400 | \$18,000 |
| Maximum Lease Payment PV Solar + ESS (\$ over 20 years) | \$13,200 | \$16,800 | \$20,400 | \$24,000 |

4.4 Payment Procedures

When the LADWP completes the PV solar installation at a participant’s home, and it is approved by LADBS, in accordance with the SRPLA, the participant will receive a prepayment of up to \$900 prorated for the first 12 months. Participants who have additional ESS equipment installed may receive additional prepayment of up to \$300 prorated for the first 12 months. Participants will then receive a prepayment in each subsequent year, based on the month when their PV solar or PV solar plus ESS was installed, or monetary compensation in the form of prorated monthly on-bill credits, at the discretion of LADWP. If the participant leaves the program before the applicable lease’s term, then that participant will be required to pay back the LADWP a prorated portion of that year’s prepayment, if applicable.

4.5 No Program Fees

The SRP will have no sign-up, inspection, design, material, installation, or cancellation fees.

4.6 Environmental Attributes

LADWP will retain and own all associated environmental attributes as defined in the SRPLA.

4.7 Home Evaluation Criteria

An overview of the SRP evaluation process is shown in Figure 3.

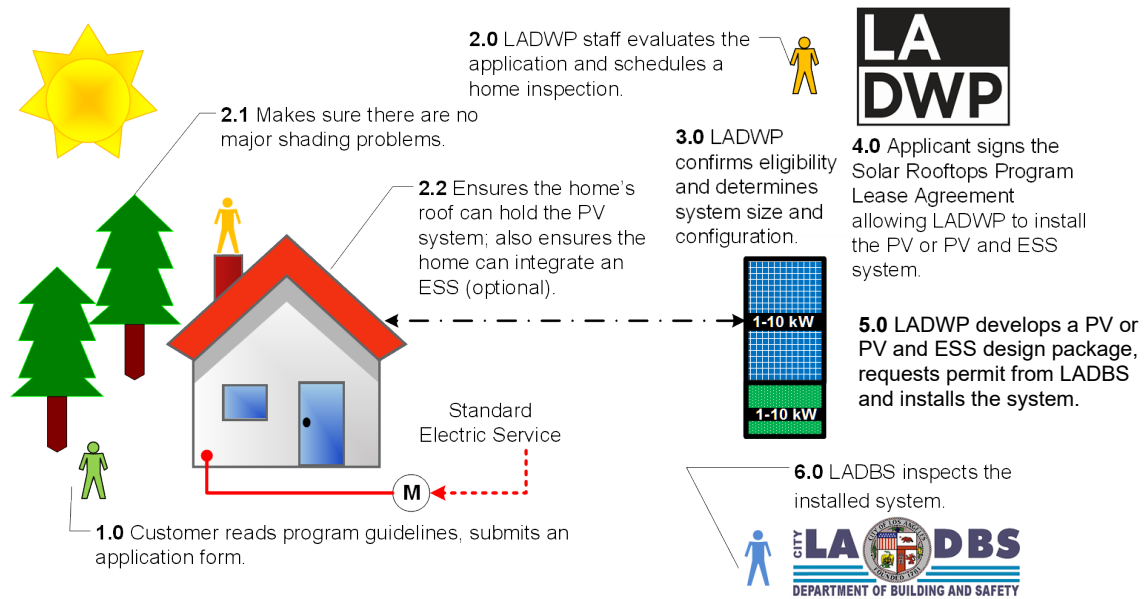


Figure 3 – Applicant Home Evaluation Process

4.7.1 LADWP On-site Evaluation

The SRP will only include those homes that meet the applicable LADBS expedited PV permitting criteria. In addition, LADWP will incorporate additional home evaluation criteria to determine the home's solar potential. An on-site evaluation of the home will be performed by LADWP staff to determine the home's eligibility. Some of the questions that will be answered during the home evaluation for PV solar systems are:

- Is the home one-story or two-story?
- What is the direction of the rooftop plane (*i.e.*, south or southwest preferably)?
- Does the roof have only one layer of roofing material?
- What type of roofing material is used?
- Does the roof structure appear to be structurally sound, without signs of alterations, deterioration, or sagging?
- What is the pitch of the rooftop?
- What is the rafter size and spacing?
- Is there any significant shading of the rooftop by nearby structures (*e.g.*, trees or buildings)?
- Is there enough clearance to install an additional meter and equipment near the existing electrical panel?
- Is there an existing overhead electrical connection?
- Is there an easily accessible ground rod?

Some of the questions that will be answered during the home evaluation for PV solar plus ESS are:

- Is there enough clearance to install an ESS on the property?
- What is the rating of the existing electrical panel?

4.7.2 Permitting and Installation

If a home passes its on-site evaluation and the customer signs the SRPLA, the LADWP will design and submit a permit application(s) to the LADBS for the installation of a PV solar or PV solar plus ESS at the Applicant's home. Once the permit application(s) is approved, the LADWP will build the PV solar or PV solar plus ESS installation. The Applicant must ensure that all LADWP personnel have a safe environment to perform the installation; this includes, but is not limited to, the temporary removal of pets, obstructions, and hazardous materials. Failure to do so may result in delay or disqualification of the Application.

4.7.3 Site Inspection/Field Evaluation

After a PV solar or PV solar plus ESS is installed, an inspector from LADBS inspects the installation. This field evaluation is the final step to allow a rooftop installation into the SRP. The field evaluation ensures that the PV solar or PV solar plus ESS has been installed properly and according to the approved plans. Evaluations focus on verifying that an installation is compliant with applicable building code, electrical code, fire safety requirements, and other applicable criteria. Once the system is energized, the SRPLA becomes effective.

4.8 Program Length

The SRPLA term will be for 20 years from the date the PV solar or PV solar plus ESS is installed and approved by LADBS, absent early termination. If the ownership of the home changes, through a sale or otherwise, the subsequent homeowner(s) takes the current homeowner's place in this agreement. Homeowner shall notify Community Solar staff, at csp@ladwp.com, no less than thirty (30) calendar days prior to transferring ownership of the home to the new homeowner. If the subsequent homeowner(s) does not want to participate in the program, they may submit a notice of termination. The LADWP and/or the homeowner(s) can terminate the agreement with a 60-day written notice after the first year of the lease.

Within 60 days following early termination or expiration of the SRPLA, the LADWP shall remove the PV solar or PV solar plus ESS at the LADWP's cost. If the LADWP fails to remove any portion or all of the PV solar or PV solar plus ESS within the required time period, such portion of the PV solar or PV solar plus ESS shall be considered abandoned by the LADWP, and customer has sole discretion regarding what to do with the equipment.

4.9 Operation and Maintenance

The LADWP has the sole responsibility for the operation of the installed PV solar or PV solar plus ESS. Problems associated with the operation of the installed systems should be brought to the attention of the Solar Hotline, 1-866-484-0433. All repairs required on the SRP PV solar or PV solar plus ESS will be performed by the LADWP or personnel authorized by the LADWP.

4.10 Safety

Each PV solar or PV solar plus ESS has been designed to provide a safe and reliable source of energy for many years. However, as with any source of electricity, certain precautions must be exercised to prevent accidental injury:

1. Homeowners must not attempt to make any repairs on the PV solar or PV solar plus ESS equipment.
 - Call the LADWP at 1-866-484-0433 to report any problems with the system.
2. Homeowners must not open any of the system cabinets or touch any exposed wiring.
 - Hazardous voltages can be present throughout the entire system at any time.
3. Homeowners must not attempt to remove or disconnect any of the photovoltaic rooftop modules or the ESS equipment.

Appendix A – Solar Rooftops Program Application

Solar Rooftops Program Application



Application Information

App# (office use only)

SECTION 1: LADWP ACCOUNT AND PROPERTY INFORMATION

LADWP Account Holder Name: _____ LADWP Account Number: _____

LADWP Service Address: _____ City: _____ ZIP Code: _____

Daytime Phone Number () - _____ Email: _____

Eligible homes must be owner - occupied. Yes, I own my home.

Eligible homes must be single family residences. Yes, my home is a single family residence.

How did you hear about the program? Social Media Email Flyer Community Group(s)
 Postcard Neighborhood Council Other _____

SECTION 2: SOLAR ROOFTOPS PROGRAM

How many stories is your home? One (1) story Two (2) stories Three (3) stories or more

Who is the best person to contact for your home evaluation?

Contact's Daytime Telephone Number () - _____

Best Time to Call: 8-10am 10am-12pm 12pm-3pm 3-5pm

SECTION 3: CUSTOMER AGREEMENT

By submitting this Solar Rooftops Program Application, I certify that the information I have provided is true and correct. I have read and met all program requirements per the SRP Guidelines. I authorize LADWP to perform a jointly scheduled site inspection of my home in order to finalize my eligibility status. I will provide a safe working environment for LADWP to perform a site evaluation(s), and I understand that an Application submission does not guarantee program participation.

| | | |
|---|-----------------------|------|
| Print LADWP Account Holder (Applicant) Name | Signature (Applicant) | Date |
|---|-----------------------|------|

Mail your application to:

LADWP Solar Rooftops Program Manager
111 N. Hope St., Room 968
Los Angeles, CA. 90012

For more information, email us at: CSP@ladwp.com, or call our CSP Hotline at (866) 484-0433.

Appendix B – Solar Rooftops Program Lease Agreement (SRPLA)

Solar Rooftops Program Lease Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Community Solar Program Manager
Clean Grid LA - Strategy Division
Department of Water and Power of the City of Los Angeles
111 North Hope Street, Room 968
Los Angeles, CA 90012

Attention: Janisse Quiñones

SOLAR ROOFTOPS PROGRAM LEASE AGREEMENT

THIS SOLAR ROOFTOPS PROGRAM LEASE AGREEMENT (this "Lease") is made by and between _____ and _____ (singularly and collectively "Homeowner") and the Department of Water and Power of the City of Los Angeles ("LADWP"). Homeowner and LADWP may be referred to hereinafter individually as a "Party," or collectively as the "Parties."

RECITALS

A. Homeowner is the owner of certain real property located at _____, _____, California, as further described on Attachment A attached hereto (the "Property"), upon which there is erected a residential Home (the "Home").

B. LADWP desires to install, own and operate a photovoltaic solar system and all monitoring and other ancillary equipment therefor, including, without limitation, revenue grade, dual channel, digital metering equipment and recorders with cellular communication capabilities and excluding for definitional purposes an ESS System, on the Home ("Photovoltaic System"), for the exclusive purpose of generating electrical power.

C. LADWP desires to install, own and operate ancillary to the Photovoltaic System, when applicable, an energy storage system (ESS) consisting of lithium-ion batteries or a functionally similar technology, and any replacements thereof with the same nameplate capacity, and all monitoring and other ancillary equipment therefor, excluding for definitional purposes a Photovoltaic System, on the Home ("ESS System"), for the exclusive purpose of optimizing the delivery of electrical power to increase the reliability of LADWP distribution circuits and enhance resource management.

D. Homeowner desires LADWP to install on the Property the following ("SRP System"); only one option may be selected:

- Photovoltaic System (default option if no box is checked)
- Photovoltaic System and optimizing ESS System ("Optimized Photovoltaic System")

E. LADWP desires to lease from Homeowner the rooftop of the Home, and related portions of the Property as more particularly described herein, in order to install, maintain and operate the Photovoltaic System and/or the Optimized Photovoltaic System, as detailed above, and Homeowner desires to permit such installation, maintenance and operation on the terms and conditions set forth herein.

AGREEMENT

1.1 Lease to Accommodate Photovoltaic System. Homeowner does hereby lease to LADWP in accordance with the terms and conditions set forth herein the rooftop of the Home for the

purpose of constructing, installing, operating, maintaining, improving and removing a Photovoltaic System with a nameplate capacity of ___ kW. LADWP's rights hereunder shall include: (i) the right to run communication and electrical wiring, and conduit from the Photovoltaic System to the electrical panel, ESS System, if applicable, and other areas outside the Home on the Property, including LADWP's interconnection and metering facilities, along with the right to make such penetrations in the roof structure as necessary in connection with the foregoing; and (ii) the right to trim and maintain trees and other vegetation on the property so that the Photovoltaic System is exposed to the same amount of sunlight during daylight hours as when the Photovoltaic Facility was installed on the Property.

1.2 Lease to Accommodate ESS System. If applicable, the Homeowner does hereby lease to LADWP in accordance with the terms and conditions set forth herein a portion of the Property of the Home for the purpose of constructing, installing, operating, maintaining, improving and removing an ESS System with a nameplate capacity of ___ kW. LADWP's rights hereunder shall include the right to run communication and electrical wiring and conduit from the ESS System to the electrical panel, Photovoltaic System and other areas outside the Home on the Property, including LADWP's interconnection and metering facilities, along with the right to make such penetrations on or within the Home as necessary in connection with the foregoing. This section applies only to a Lease that installs an Optimized Photovoltaic System.

1.3 Access. LADWP and its employees, representatives and agents shall have the right of unobstructed access over, across, under and through the Property as reasonably necessary for the purposes set forth in this Lease. LADWP will provide Homeowner reasonable electronic, telephonic or written notice to Homeowner before any entry onto the Property by LADWP's employees, agents or representatives. Notwithstanding anything to the contrary in this Lease, LADWP shall have the right of access to the Property 24 hours a day, seven days a week for emergency purposes, as reasonably determined by LADWP. Within 24 hours of any such emergency access, LADWP shall provide Homeowner with a written explanation of the nature of the emergency.

1.4 Effective Date. Following full execution by the Parties, this Lease shall commence on the first date the SRP System is installed and approved, by the Los Angeles Department of Building and Safety, to be energized to produce electrical energy at the Property and is so energized (the "Effective Date").

1.5 Lease Term. The term of this Lease (the "Term") shall start on the Effective Date and continue to and including the twentieth (20th) anniversary of the Effective Date unless terminated by either Party with a 60 day written notice provided at any time following the first anniversary of the Effective Date. As used herein, "Termination Date" means the date this Lease expires or terminates in accordance with this Section.

1.6 Consideration and Payments. Commencing thirty (30) days following the Effective Date ("Rent Commencement Date") and ending upon the Termination Date of the Lease, LADWP shall pay Homeowner a monthly fee of \$_____ ("Rent"), payable, at LADWP's option, as a credit on Homeowner's LADWP utility bill or as a \$_____ check issued to the Homeowner as payment in advance for 12 months of Rent. The Rent shall be prorated on a daily basis in the event that the Rent Commencement Date or the Termination Date does not coincide with the end of a calendar month. In the event of early termination of the Lease, Homeowner shall, within 30 days of such termination, send payment to LADWP at the address listed in section 6.1 of the prorated portion of any advanced Rent payment made by LADWP.

**ARTICLE II.
INSTALLATION, OPERATION, MAINTENANCE AND OWNERSHIP
OF THE PHOTOVOLTAIC SYSTEM**

2.1 Installation. Homeowner hereby consents to the installation of the SRP System on the Property. LADWP shall be responsible for all costs and the performance of all tasks required for installation of the SRP System.

2.2 Operations and Maintenance/Security/Risk of Loss. LADWP shall be solely responsible for the operation and maintenance of the SRP System. LADWP shall bear all risk of loss or damage to the SRP System, except to the extent due solely to the negligence or willful misconduct of Homeowner.

2.3 Maintenance and Repairs; Site Substitution.

a. Homeowner shall be responsible for the structural maintenance and upkeep of the Home including the roof, provided that Homeowner shall not be responsible for the maintenance and upkeep of the SRP System or any penetrations made in connection with the SRP System, for which LADWP shall be solely responsible.

b. If, during the Term, Homeowner needs to repair or replace the roof of the Home or perform any other maintenance work to the Property that would require the removal and reinstallation of the SRP System (collectively, "Improvement Work"), LADWP agrees to cooperate with Homeowner in achievement of such Improvement Work, provided, however, that LADWP will only remove and reinstall the SRP System one time during the term of the Lease at no cost to Homeowner for such purpose. Homeowner shall provide at least fifteen (15) days' notice to LADWP of Homeowner's intention to perform Improvement Work, except in the case of emergency Improvement Work for which Homeowner shall give as much notice as possible under the circumstances.

2.4 Title. Title to the SRP System and all improvements placed on the Property by LADWP shall be held by LADWP. Homeowner acknowledges and agrees that, notwithstanding that the SRP System shall be attached to the roof of the Home and may be deemed a fixture on the Property, (i) Homeowner has no ownership interest in the SRP System, (ii) LADWP is the exclusive owner and operator of the SRP System, and (iii) the SRP System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered with the fee interest or leasehold rights to the Property by Homeowner.

2.5 Environmental Attributes. Notwithstanding the SRP System's presence on the Property (whether or not it is a fixture), LADWP shall own (and to the extent otherwise accrued to Homeowner, Homeowner shall irrevocably assign to LADWP) and may assign or sell in its sole discretion, all right, title and interest, now in existence or arising hereafter, associated with or resulting from the development and installation of the SRP System or the production, sale, purchase or use of the electrical energy output of the SRP System, including, without limitation, all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the environmental attributes of the SRP System or the energy output of the SRP System, further including, without limitation, green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under incentive programs offered by the State of California and the right to claim U.S. Department of Treasury ARRA grants under Section 1603 and/or federal income tax credits under Sections 45 and/or 48 of the Internal Revenue Code.

**ARTICLE III.
INSURANCE AND INDEMNIFICATION**

3.1 Insurance. All property insurance shall be the responsibility of Homeowner. Homeowner warrants and represents that it shall maintain, during the Term of the Lease, property insurance to the full replacement value of the Home.

3.2 Hold Harmless. Either Party ("Holding Party") shall hold the other Party harmless (including any employees, directors or officers) from and against any and all third party claims, suits, damages, losses and liabilities, arising out of property damage, personal injury and bodily injury to the

extent caused by Holding Party's sole negligence or willful misconduct. The provisions of this paragraph shall survive the termination of this Lease.

**ARTICLE IV.
REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS**

4.1 Authority to Execute. Homeowner and LADWP do each hereby respectively represent to the other that it has the capacity and authority to enter into this Lease.

4.2 Obstruction or Interference. Homeowner shall not initiate or conduct activities that are reasonably likely to have an adverse effect on the SRP System's exposure to sunlight during daylight hours.

4.3 Cooperation/Recordation/Estoppel. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Homeowner consents to and hereby appoints LADWP as its attorney in fact for the purpose of recording this Lease or a memorandum of this Lease in the land registry or title records of the county where the Property is located or other applicable government office.

**ARTICLE V.
DEFAULT AND REMOVAL**

5.1 Default. Upon failure of a Party to make or cause to be made any payment when due and owing, or to perform or cause to be performed any other obligation to be performed by it, pursuant to the terms, covenants and conditions contained in this Lease, the other Party may make written demand upon said Party for such payment or performance. It shall be an "Event of Default" if the defaulting Party fails to cure such default within 30 days, or sixty (60) days if a payment default, following the date on which such Party receives written notice of such default. Upon the occurrence of an Event of Default, in addition to the remedies set forth herein, the non-defaulting Party shall be entitled to exercise any and all remedies available to it under applicable law, including termination of the Lease.

5.2 Removal Following Termination. Within sixty (60) days following the Termination Date of this Lease, LADWP shall remove the SRP System and surrender the Property in good order and repair at LADWP's cost, reasonable wear and tear, casualty and condemnation excepted. If LADWP fails to remove any portion or all of the SRP System within the required time period, such portion of the SRP System shall be considered abandoned by LADWP, and Homeowner may remove the SRP System and dispose of it in Homeowner's sole discretion without notice to LADWP.

**ARTICLE VI.
MISCELLANEOUS**

6.1 Notices. Except as otherwise specified herein, all notices and other communications hereunder shall be in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the Parties as follows:

To the Homeowner at the Property address listed on the first page of this Lease.

To LADWP:

Community Solar Program Manager
Clean Grid LA - Strategy Division
Department of Water and Power of the City of Los Angeles
111 North Hope Street, Room 968
Los Angeles, CA 90012

6.2 Successors. This Lease shall burden the Property and shall run with the land. This Lease shall inure to the benefit of and be binding upon Homeowner and LADWP, and their respective heirs, successors and permitted assigns. Homeowner shall notify LADWP no less than thirty (30) calendar days prior to transferring ownership of the Property to any third party.

6.3 Severability. Should any provision of this Lease for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Lease had been executed without the invalid portion.

6.4 Entire Agreement. This Lease constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements, written or oral, between the Parties concerning such subject matter.

6.5 Third Party Beneficiaries. Nothing in this Lease shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Lease shall not be construed as a third party beneficiary contract.

6.6 Governing Law. This Lease was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Lease shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

6.7 Waiver. A waiver of a default of any part, term or provision of this Lease shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

6.8 Attorney's Fees and Costs. Both Parties hereto agree that, in any action to enforce the terms of this Lease, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Lease.

Executed at _____, California as of the day and year set forth below.

Homeowner(s) Signature/Date

Homeowner(s) Signature/Date

JANISSE QUINONES
Chief Executive Officer
and Chief Engineer

By signing above, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

ATTACHMENT A
to
SOLAR ROOFTOPS PROGRAM LEASE AGREEMENT

Legal Description of the Property