

ASSIGNMENT AND AMENDATORY AGREEMENT

THIS ASSIGNMENT AND AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2011, by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **MFP CO II, LLC**, a Colorado limited liability company, with an address of 1245 Pearl Street, Suite 201, Boulder, Colorado 80302, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, the City originally contracted with an entity named Main Street Power Company, Inc., a Delaware corporation, on July 6, 2010, (the "Agreement") to lease roof top space for a solar generating array at Roslyn Building C, 5440 Roslyn Street, Denver, CO; and

WHEREAS, Main Street Power Company, Inc. has assigned its right, obligations, title and interest, in the Generating Facility and the Lease Agreement to MFP CO II, LLC; and

WHEREAS, the City upon execution of this Assignment and Amendatory Agreement will make all payments to MFP CO II, LLC;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That all references to "Main Street Power Company, Inc." in the Agreement shall read "MFP CO II, LLC" and its address shall read "1245 Pearl Street, Suite 201, Boulder, Colorado 80302".

2. MFP CO II, LLC has provided the required insurance certificate attached hereto as Exhibit D-1 and that all references to "Exhibit D" shall read "Exhibits D and D-1 as applicable".

3. The Agreement is amended to add a new Article 12.21 entitled "**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**" to read as follows:

"12.21 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Lessee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an

10-615-A

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

4. Except as herein amended and assigned, the Agreement is affirmed and ratified in each and every particular.

*

*

**(Remainder of page left intentionally blank.)*

IN WITNESS WHEREOF, the City, and the Lessee have executed, through their respective lawfully empowered representatives, this Assignment and Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of
The City and County of Denver

By: _____
MAYOR

APPROVED AS TO FORM:

DAVID R. FINE
CITY ATTORNEY, City and
County of Denver

RECOMMENDED AND APPROVED:

By: _____
Assistant City Attorney

By: _____
Manager of General Services

By: _____
Director of Greenprint

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

Contract Control No. RC0A011-1

"CITY"

MFP CO II, LLC

ATTEST:

By: _____

By: _____

Title: President and Chief Executive Officer

"LESSEE"

Exhibit D-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson - Boston 15 Broad Street, 8th Floor Boston MA 02109		CONTACT NAME: Marc Toy PHONE (A/C, No, Ext): (617) 532-9400 FAX (A/C, No): (617) 532-9490 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00122066																						
INSURED Main Street Power Company, Inc. MFP CO II, LLC 1245 Pearl Street, Suite 205 Boulder CO 80302		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B</td><td>ACE Property & Casualty</td><td>20699</td></tr><tr><td>INSURER C</td><td>Hartford Ins Co of Midwest</td><td>37478</td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	ACE American Insurance Company	22667	INSURER B	ACE Property & Casualty	20699	INSURER C	Hartford Ins Co of Midwest	37478	INSURER D			INSURER E			INSURER F		
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COVERAGES

CERTIFICATE NUMBER: 11-12 GL AL UMB WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PMG G24917551 001	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS			PMU H08524919 001	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DEDUCTIBLE						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> RETENTION \$ 10,000			G24917563 001	1/1/2011	1/1/2012	AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	34 WE ZN4557	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Roslyn Building C, 5440 Quebec Street, Denver, CO 80266

The City and County of Denver, its elected and appointed officials, employees, and volunteers are named as additional insured for project- Roslyn Building C

CERTIFICATE HOLDER**CANCELLATION**

City of Denver 201 W. Colfax Dept 1106 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Bothwell/TLYTLE <i>RJ Bothwell</i>