

**STANDARD FORM FEED-IN TARIFF
POWER PURCHASE AGREEMENT
BETWEEN
CITY OF RIVERSIDE
AND**

This POWER PURCHASE AGREEMENT (the “Agreement”) for an Eligible Renewable Energy Resource is dated for purposes of identification as this _____ day of _____, (“Effective Date”) by and between the City of Riverside, a California charter city and municipal corporation, (“RIVERSIDE”), and _____ (“SELLER”). RIVERSIDE and SELLER are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

Recitals

- A. RIVERSIDE’s Electric Rules and Rates authorize and establish the special conditions under which owners and operators of electric generation facilities located in RIVERSIDE’s service territory are able to sell to RIVERSIDE the power output from an eligible small-scale distributed generation resource with a maximum capacity of no less than 500 kilowatts and not more than 3,000 kilowatts; provided, that certain conditions are met.
- B. SELLER desires to interconnect and operate a distributed generation Facility in parallel with RIVERSIDE’s Distribution System and sell the Energy produced by the Facility directly to RIVERSIDE as set forth in its Feed-In Tariff, (“FIT”).
- C. This Agreement does not constitute an agreement by RIVERSIDE to provide retail electrical service to SELLER or the Facility owner or operator. Such arrangements must be made separately between RIVERSIDE and SELLER or the Facility owner or operator pursuant to RIVERSIDE’s Electric Rules and Rates.
- D. The Parties wish to enter into a Power Purchase Agreement for the sale and purchase of Energy, Capacity, and the Environmental Attributes from the Facility.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

“**Business Day**” means any Monday through Friday, inclusive, but excluding days that are observed as business holidays by either Party. The holidays observed by RIVERSIDE are available on RIVERSIDE's website, but generally are New Year's Day, Martin Luther King's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

“**CAISO**” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“**CAISO Tariff**” means the CAISO FERC Electric Tariff as amended from time to time.

“**California Renewable Portfolio Standard**” or “**Renewable Portfolio Standard**” means the California Renewable Energy Resources Act (also known as Senate Bill or SB X1-2), the Clean Energy and Pollution Reduction Act of 2015 (also known as SB 350) and The 100 Percent Clean Energy Act of 2018 (also known as SB 100), including the California Renewables Portfolio Standard Program (Article 16, commencing with Section 399.11, of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code) along with the Renewable Energy Resources Program administered by the CEC and established pursuant to Chapter 8.6, commencing with Section 25740, of Division 15 of the Public Resources Code, and all policies established pursuant to Section 454.53 of the Public Utilities Code, any related regulations or guidebooks promulgated by the CEC, CARB, and, as applicable, the PUC, and as all of the foregoing may be promulgated, implemented or amended from time to time, and any successor or replacement laws or regulations.

“**Capacity**” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Facility, intended to value any aspect of the Contract Capacity of the Facility to produce energy or ancillary services, including, but not limited to, any accounting construct so that the full output of the Facility may be counted toward a Resource Adequacy requirement or any other measure by an entity invested with the authority under federal or state law, to require RIVERSIDE to procure, or to procure at RIVERSIDE's expense, Resource Adequacy or other such products.

“**CEC**” means the California Energy Resources Conservation and Development Commission, which is also known as the California Energy Commission, or its successor agency.

“**Commercial Operation**” means the period of operation of the Facility once the Commercial Operation Date has occurred.

“**Commercial Operation Date**” means the date specified in the Commercial Operation Date Confirmation Letter which the Parties execute and exchange in accordance with Section 2.3 of this Agreement.

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“Contract Capacity” means the installed electrical capacity available upon Commercial Operation of the Facility in the amount shown in Exhibit A. Contract Capacity is measured at the RIVERSIDE revenue meter in accordance with Section 8.10 at the Delivery Point and shall be the Facility's output in kilowatts (“kW”) and any reporting rights associated with such.

“Contract Price” means the price paid by RIVERSIDE to SELLER for Energy, Capacity, and Environmental Attributes from the Facility. The Contract Price shown in Exhibit B is the Schedule Feed-In Tariff Pricing in effect as of the execution date of this Agreement, fixed over the Term of this Agreement.

“Contract Year” means any of the one-year periods during the Delivery Term that begins on the first day of the calendar month following the date upon which SELLER commences Commercial Operation.

“Delivery Point” means the point of interconnection to the Distribution System where RIVERSIDE accepts title to the Facility power and associated attributes as described herein.

“Delivery Term” means the period of Agreement from the Commercial Operation Date through the full term of the Agreement as defined in Section 2.3.

“Distribution System” means the wires, transformers, and related equipment within RIVERSIDE's utility service territory to deliver electric power to RIVERSIDE's retail customers typically at sub-transmission level voltages or lower.

“Electric Rules and Rates” means RIVERSIDE's Electric Rules and Rates, as the same may be amended from time to time.

“Eligible Renewable Energy Resource” or **“ERR”** means a Renewable Energy Generation Facility that has been certified as an eligible renewable energy resource by the CEC, under Public Utilities Code section 399.13.

“Energy” means electrical energy delivered to the Distribution System with the voltage and quality required by RIVERSIDE and measured in megawatt-hours (“MWh”) or kilowatt-hours (“kWh”).

“Environmental Attributes” means RECs and any and all other current or future credits, benefits, emissions reductions, offsets or allowances (including carbon benefits, offsets, or allowances) howsoever entitled, named, registered, created, measured, allocated or validated (a) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any Governmental Authority or other Person, and (b) that are attributable to (i) Facility Energy generation capability— or Replacement Energy provided by Seller or (ii) the emissions or other environmental characteristics of such Facility Energy generation or such Replacement Energy or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

Framework Convention on Climate Change (the "UNFCCC"), the Kyoto Protocol to the UNFCCC, the principles identified in the Paris Agreement of the UNFCCC that took effect in 2016, the Clean Power Plan promulgated by the United States Environmental Protection Agency, California's greenhouse gas legislation (including RPS Law and California Assembly Bill 32 (Global Warming Solutions Act of 2006 and California Senate Bill 32) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local program or crediting "early action" with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this definition are separate from the Facility Energy and Replacement Energy. Notwithstanding any other provision in this definition, Environmental Attributes do not include (x) any tax credits, depreciation deductions and benefits, and other tax benefits associated with the Facility and (y) any grants or any similar benefits related to the Facility.

"Expected Annual Output" means the Energy that the Facility can be expected to produce during a typical year of operation, factoring in typical weather patterns, expected fuel availability, etc. The Expected Annual Output is shown in Exhibit A.

"Facility" means the generating facility as described in Exhibit A including all property interests and related transmission and other facilities.

"Feed-In Tariff" means the standard price established by RIVERSIDE's City Council as set forth in the Electric Rules and Rates on the Agreement's Effective Date under which RIVERSIDE will purchase the output of EligibleRenewable Energy Resources that meets specified criteria.

"Feed-In Tariff Reservation Deposit" means the monetary deposit submitted by SELLER (or the Facility owner or operator on behalf of the SELLER) to RIVERSIDE which secures SELLER'S timely performance as set forth in Section 6.3. Payment is due upon submittal of the Interconnection Application. The amount of the Feed-In Tariff Reservation Deposit is set forth in Exhibit A and is refundable as set forth in Section 6.3.

"FERC" means the Federal Energy Regulatory Commission or any successor government agency.

"Forced Outage" means an unplanned outage of one or more of the Facility's components that results in a reduction of the ability of the Facility to produce Capacity or at zero output.

"Force Majeure" has the meaning set forth in Section 10.1.

"Generating Facility Interconnection Agreement" refers to a Standard Form Feed-In Tariff Generating Facility Interconnection Agreement between SELLER and RIVERSIDE which specifically pertains to the interconnection of the Facility to the Distribution System.

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

“Greenhouse Gas” or **“GHG”** is a collective term for those gases which reduce the loss of heat from the earth's atmosphere, and thus contribute to global warming and climate change. The greenhouse gases most commonly used in calculations of global warming potential include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulphur hexafluoride.

“Host Load” means the electrical loads associated with the operation and maintenance of the Facility which shall be provided by RIVERSIDE pursuant to RIVERSIDE's Electric Rules and Rates.

“Interconnection Application” refers to a Standard Form Feed-In Tariff Interconnection Application which specifically pertains to the interconnection of the Facility to the Distribution System.

“NERC” means the North American Electric Reliability Corporation, or any successor organization.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government, or other political subdivision.

“Planned Outage” means an outage that has been scheduled in advance of one or more of the Facility's components that results in a reduction of the ability of the Facility to produce Capacity or at zero output.

“Prudent Utility Practices” means those practices, methods and acts, that are commonly used by a significant portion of the applicable (i.e. wind or solar powered) electric generation industry in prudent engineering and operations to operate and maintain electric equipment (including wind or solar powered facilities, as applicable) lawfully and with safety, dependability, reliability, efficiency and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of the CAISO, FERC, NERC, WECC, as each may be amended from time to time, and all applicable Requirements of Law.

“Renewable Energy Credit” or **“REC”** means a certificate of proof that one unit of electricity was generated by an Eligible Renewable Energy Resource. Currently RECs are used to convey all Environmental Attributes associated with electricity production by a renewable energy resource. RECs are accumulated on a kWh basis and one REC represents the Environmental Attributes associated with the generation of 1 MWh (1,000 kWhs) from the Facility. For purposes of the Agreement, the term REC shall be synonymous with the term bundled or unbundled renewable energy credit, tradable renewable energy certificates, or any other term used to describe the documentation that evidences the renewable and Environmental Attributes associated with electricity production by an Eligible Renewable Energy Resource.

“Renewable Energy Generation Facility” or **“Facility”** means an electric generation facility as defined in Section 399.32 (b) of the California Public Utilities Code located

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

within the service territory of, and developed to sell energy to RPU, and that meets all the following criteria:

- i. Has an effective capacity of no less than five hundred (500) kilowatts (kW) and no more than three thousand (3,000) kilowatts (kW).
- ii. Is interconnected and operates in parallel with the Utility's electrical transmission and distribution grid.
- iii. Is strategically located and interconnected to the Utility's electrical transmission and distribution grid in a manner that optimizes the deliverability of energy generated at the facility to load centers.
- iv. Is an Eligible Renewable Energy Resource pursuant to Article 16 of the California Public Utilities Code (commencing with Section 399.11).

"Resource Adequacy" means a requirement by a governmental authority or in accordance with an applicable FERC approved tariff, or a policy approved by a local regulatory authority, that is binding upon either Party and that requires such Party procure a certain amount of electric generating capacity.

"RPS Certification" means a finding by the CEC that the Facility qualifies as an Eligible Renewable Energy Resource for the purposes of the California Renewable Portfolio Standard, and that all Energy produced by the Facility qualifies as generation from an Eligible Renewable Energy Resource.

"Scheduled Commercial Operation Date" means the planned Commercial Operation Date of the Facility declared by SELLER at the time of execution of this Agreement, as shown in Exhibit A and as may be revised herein.

"Term" has the meaning set forth in Section 14.1.

"Time-of-Delivery" or **"TOD"** – means the time at which the Renewable Energy Generation Facility delivers metered energy to the Utility's electrical transmission and distribution grid, as referenced herein.

- a) On-Peak:
 - 12:00 p.m. to 6:00 p.m. summer weekdays except holidays
 - 5:00 p.m. to 9:00 p.m. winter weekdays except holidays
- b) Mid-Peak:
 - 8:00 a.m. to 12:00 p.m. and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
 - 8:00 a.m. to 5:00 p.m. winter weekdays except holidays
- c) Off-Peak All other hours
 - Off-peak holidays are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas.
- d) Summer shall commence at 12:01 a.m. on June 1 and continue through September 30 of each year. Winter shall commence at 12:01 a.m. on October 1 of each year and continue through May 31 of the following year.

“WECC” means the Western Electricity Coordinating Council, which is the regional entity responsible for coordinating and promoting bulk electric system reliability in western Canada and the western United States, or any successor organization.

2. SELLER'S GENERATING FACILITY, PURCHASE PRICE AND PAYMENT

2.1 Facility. This Agreement governs RIVERSIDE's purchase of Energy, Capacity, and Environmental Attributes from the Facility as described in Exhibit A. SELLER shall not modify the Facility to increase the Contract Capacity.

2.2 Products Purchased. During the Delivery Term, SELLER shall sell and deliver, or cause to be delivered, and RIVERSIDE shall purchase and receive, or cause to be received, Energy, Capacity, and the Environmental Attributes from the Facility (“Products”). SELLER agrees to sell to RIVERSIDE the Facility's gross output in kilowatt-hours. In no event shall SELLER have the right to procure Energy, Capacity, or Environmental Attributes from sources other than the Facility for sale or delivery to RIVERSIDE under this Agreement or to substitute such Energy, Capacity, or Environmental Attributes. The Parties agree that the execution and performance of the Parties under this Agreement shall satisfy RIVERSIDE's obligations, if any, under the California Public Utilities Code Section 399.32 as may be amended or supplemented from time to time.

2.3 Delivery Term. The Delivery Term shall commence on the Commercial Operation Date under this Agreement and continue until _____ [INSERT either: ten (10), fifteen (15), or twenty (20)] years following the first day of the calendar month after the Commercial Operation Date. As evidence of the Commercial Operation Date, the Parties shall execute and exchange the “Commercial Operation Date Confirmation Letter” in the form attached hereto as Exhibit C. The Commercial Operation Date shall occur on the latest date on which the following conditions have been satisfied, with the exception that in no event shall the Commercial Operation Date be prior to January 1 of the year of the Scheduled Commercial Operation Date:

- (i) Facility is operating and is in compliance with applicable interconnection and system protection requirements; and
- (ii) The first hour of the first day following the conclusion of a successful 168-hour continuous operation test, that SELLER has demonstrated that the Facility is capable of delivering the Contract Capacity at the Delivery Point on a reliable and continuous basis as evidenced by such 168-hour continuous operation test, during which all Facility components operate and are fully available during the 168-hour period. SELLER shall provide test results certified by a California registered electrical engineer as evidence of satisfactory

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

completion of the 168-hour continuous operation test; and

- (iii) Facility's status as an Eligible Renewable Energy Resource is demonstrated by SELLER's receipt of certification from the CEC and is registered with the appropriate entity for the tracking of Environmental Attributes.

2.4 Payment for Products Purchased.

2.4.1 Deliveries After Commercial Operation Date. Once the Facility has achieved Commercial Operation, RIVERSIDE shall pay SELLER for the Products identified in Section 2.2 by multiplying the applicable Time-of-Delivery hourly Contract Price as set forth in RIVERSIDE's Feed-In Tariff, by the applicable hourly Energy quantity as metered at the Delivery Point.

2.4.2 Energy in Excess of Contract Capacity. SELLER shall not receive payment for any Energy and Environmental Attributes delivered in any hour to RIVERSIDE in excess of the maximum hourly energy delivery quantity, as specified in Exhibit A.

2.5 Billing. On or before the tenth (10th) day of each month following a month in which transactions occur hereunder, SELLER shall render an invoice based on metered Facility output (including the name of the Facility, SELLER's address and the contact information of the preparer) to RIVERSIDE to the address identified by RIVERSIDE in Exhibit F. RIVERSIDE shall pay SELLER by check, Automated Clearing House transfer (ACH), wire transfer, or other payment method deemed reasonable by RIVERSIDE, sent to the address identified by SELLER in Exhibit F.

2.6 Billing Dispute Resolution. In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with billing this Agreement, a Party (the "Notifying Party") may deliver to the other Party (the "Recipient Party") notice of the Dispute with a detailed description of the underlying circumstances (a "Dispute Notice") within thirty (30) days following either the date the check was issued or date of the ACH or wire transfer. If a Dispute Notice concerning payment is not received within thirty (30) days following the date the check was issued or the date of the ACH or wire transfer, the Notifying Party shall waive any and all rights to dispute the payment amount. The Dispute Notice shall include a schedule of the availability of the Party's senior officers (having a title of senior vice president or its equivalent or higher and in the case of RIVERSIDE, the Public Utilities General Manager or designee) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice. The Recipient Party shall within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

senior officers (having a title of senior vice president or its equivalent or higher and in the case of RIVERSIDE, the Public Utilities General Manager or designee) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall discuss and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party. In the event a Dispute is not resolved by the expiration of the thirty (30) day period, then either Party may pursue any legal or equitable remedy available to it.

2.7 Title and Risk of Loss. Title to and risk of loss related to the Energy produced from and Capacity provided by the Facility shall transfer from SELLER to RIVERSIDE at the Delivery Point. SELLER warrants that it will deliver to RIVERSIDE all Energy, Capacity, and Environmental Attributes from the Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person arising prior to the Delivery Point.

2.8 No Additional Incentives. SELLER warrants that it has not received, nor shall SELLER apply for or seek any other incentives from RIVERSIDE's Department of Public Utilities for the Facility, and SELLER further agrees that during the Term of this Agreement, SELLER shall not seek additional compensation or other benefits from RIVERSIDE pursuant to RIVERSIDE's Net Energy Metering Program, Self-Generation Program, or successor tariff, the California Solar Initiative, or othersimilar California ratepayer subsidized program relating to energy production with respect to the Facility.

3. **CERTIFICATION AS AN ELIGIBLE RENEWABLE ENERGY RESOURCE; ENVIRONMENTAL ATTRIBUTES**

3.1 California Energy Commission Certification. SELLER, at its sole cost and expense, shall obtain a) RPS Pre-Certification of the Facility from the California Energy Commission at least ninety (90) days prior to the Scheduled Commercial Operation date, and b) RPS Certification of the Facility from the California Energy Commission within ninety (90) calendar days following the actual Commercial Operation Date. SELLER shall maintain such RPS Certification throughout the Delivery Term.

3.2 Environmental Attribute Delivery Obligation. At RIVERSIDE's option, SELLER shall sell and deliver under the terms of this Agreement, and RIVERSIDE shall receive and purchase from SELLER, all rights, title, and interest in all Environmental Attributes associated with Energy produced by the Facility and delivered to RIVERSIDE at the Delivery Point whether now existing or that hereafter come into existence during the Term, except as otherwise excluded herein, provided that RIVERSIDE shall not be

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

obligated to purchase and pay SELLER for any Environmental Attributes associated with any amount of Facility Energy that is generated by any fuel which is not renewable and which cannot be counted for the purpose of the production of Environmental Attributes . SELLER agrees to sell and make all such Environmental Attributes available to RIVERSIDE to the fullest extent allowed by applicable law, in accordance with the terms of this Agreement. SELLER warrants that all Environmental Attributes provided under this Agreement to RIVERSIDE shall be free and clear of all liens, security interests, claims and encumbrances.

- 3.3 Conveyance of Environmental Attributes. SELLER shall provide all Environmental Attributes associated with the Facility which shall be documented and conveyed to RIVERSIDE in accordance with the procedure set forth in Exhibit E.
- 3.4 Additional Evidence of Environmental Attribute Conveyance. At RIVERSIDE's request, SELLER shall provide additional reasonable evidence, at no additional cost or expense to RIVERSIDE or to third parties of RIVERSIDE's right, title, and interest in Environmental Attributes and/or information with respect to Environmental Attributes.
- 3.5 Modification of Environmental Attribute Conveyance Procedure. RIVERSIDE's Public Utilities General Manager or designee may unilaterally modify Exhibit E to reflect changes necessary in the Environmental Attribute conveyance procedure for RIVERSIDE to be able to receive the Environmental Attributes purchased under the Agreement as belonging to RIVERSIDE.
- 3.6 Reporting of Ownership of Environmental Attributes. SELLER shall not report to any Person or entity that the Environmental Attributes sold and conveyed hereunder to RIVERSIDE belong to anyone other than RIVERSIDE, and RIVERSIDE may report under any such program that such Environmental Attributes purchased hereunder belong to it.
- 3.7 Greenhouse Gas (GHG) Emissions Offsets. SELLER shall comply with any laws or regulations regarding the need to offset emissions of GHGs such that SELLER delivers to RIVERSIDE Energy from the Facility with net zero GHG Emissions impact.

4. CONVEYANCE OF CAPACITY

- 4.1 Conveyance of Capacity. SELLER shall provide to RIVERSIDE any attestation RIVERSIDE requires in order for RIVERSIDE to show evidence that it has procured and owns the Capacity associated with the Facility. At RIVERSIDE's request, SELLER, at no additional cost or expense to RIVERSIDE, shall execute such documents and instruments as may be reasonably required to affect recognition and transfer of the Capacity, if any, to RIVERSIDE.

- 4.2 Reporting of Ownership of Capacity. SELLER shall not report to any Person or entity that the Capacity Attributes sold and conveyed hereunder to RIVERSIDE belong to anyone other than RIVERSIDE, and RIVERSIDE may report under any such program that such Capacity Attributes purchased hereunder belong to it.

5. GREENHOUSE GAS EMISSIONS REPORTING

- 5.1 Greenhouse Gas Emissions Reporting. If the Facility combusts fuel in the production of Energy, SELLER shall provide RIVERSIDE with such documentation as reasonably necessary concerning such reporting of the Facility Greenhouse Gas emissions production.

6. COMMERCIAL OPERATION DATE AND REFUND OF RESERVATION DEPOSIT

- 6.1 Scheduled Commercial Operation Date. The Scheduled Commercial Operation Date of the Facility is shown in Exhibit A. Subject to the provisions of Section 6.2, a revision of the Scheduled Commercial Operations Date shall not be a modification to the Agreement requiring an amendment to the Agreement.

- 6.2 Revision of Scheduled Commercial Operation Date. SELLER may change the Scheduled Commercial Operation Date of the Facility by providing written notice to RIVERSIDE that SELLER wishes to revise the Scheduled Commercial Operation Date subject to the following conditions:

6.2.1 SELLER may only submit one revision of the Scheduled Commercial Operation Date.

6.2.2 SELLER must provide written notice of the revised Scheduled Commercial Operation Date at least ninety (90) days prior to the initial Scheduled Commercial Operation Date.

6.2.3 The revised Scheduled Commercial Operation Date cannot be earlier than January 1 of the same calendar year as the initial Scheduled Commercial Operation Date.

6.2.4 The revised Scheduled Commercial Operation Date cannot be later than ninety (90) days after the initial Scheduled Commercial Operation Date.

- 6.3 Feed-In Tariff Reservation Deposit. The Parties acknowledge that SELLER has provided RIVERSIDE the Feed-In Tariff Reservation Deposit shown on Exhibit A.

6.3.1 If the Facility achieves Commercial Operation within ninety (90)

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days following the Scheduled Commercial Operation Date, as it may be revised, RIVERSIDE shall refund the entire Feed-In Tariff Reservation Deposit.

6.3.2 If the Facility has not achieved Commercial Operation within ninety (90) days following the Scheduled Commercial Operation Date, as it may be revised, SELLER shall forfeit the entire Feed-In Tariff Reservation Deposit and RIVERSIDE may terminate the Agreement in accordance with the terms of Section 14.

6.3.3 If the Agreement otherwise terminates under its own terms, and the Facility has not achieved Commercial Operation, SELLER shall forfeit the entire Feed-In Tariff Reservation Deposit.

7. REPRESENTATION AND WARRANTIES; COVENANTS

7.1 Each Party represents and warrants to the other Parties that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and any other documentation relating to this Agreement to which it is a party or by which it is bound; (iii) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party (or by which it is bound) or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (vi) there are no pending or, to its actual knowledge, threatened against it or any of its affiliates (if any) legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or any other document relating to this Agreement to which it is a party; and (vii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the any other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

8. GENERAL CONDITIONS

8.1 Facility Care and Interconnection. SELLER shall execute a Generating

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

Facility Interconnection Agreement with RIVERSIDE and shall pay and be responsible for designing, installing, operating, and maintaining the Facility in accordance with all applicable laws and regulations and shall comply with all applicable RIVERSIDE, WECC, FERC, and NERC provisions, including applicable interconnection and metering requirements. SELLER shall also comply with any modifications, amendments, or additions to the applicable RIVERSIDE's Electric Rules and Rates and protocols. During the Delivery Term, SELLER shall arrange and pay independently for any and all necessary costs under a Generating Facility Interconnection Agreement with RIVERSIDE. To make deliveries to RIVERSIDE, SELLER must maintain a Generating Facility Interconnection Agreement with RIVERSIDE in full force and effect.

- 8.2 Inspection and Maintenance Report. In accordance with California Public Utilities Code section 399.32(1), no less than every other year, SELLER shall provide to RIVERSIDE an inspection and maintenance report prepared at SELLER's sole expense by a California-licensed contractor who is not the owner or operator of the Facility. A California-licensed electrician shall perform the inspection of the electrical portion of the Facility.
- 8.3 Standard of Care. SELLER shall at no additional cost or expense to RIVERSIDE: (a) operate and maintain the Facility in a safe manner in accordance with RIVERSIDE's Interconnection Standards for Interconnection, manufacturer's guidelines, warranty requirements, Prudent Utility Practices, industry norms [including standards of the National Electrical Code ("NEC"), Institute of Electrical and Electronic Engineers, American National Standards, and the Underwriters Laboratories ("UL")], and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code, as such laws and code norms may be amended from time to time; (b) obtain any governmental authorizations and permits required for the construction and operation thereof. SELLER shall make any necessary and commercially reasonable repairs with the intent of optimizing the availability of Energy to RIVERSIDE. SELLER shall reimburse RIVERSIDE for any and all losses, damages, claims, penalties, or liability RIVERSIDE incurs as a result of SELLER's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facility throughout the Term of this Agreement.
- 8.4 Access Rights. RIVERSIDE, its authorized contractors, agents, employees, and inspectors shall have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to RIVERSIDE by law or its Electric Rules and Rates. RIVERSIDE shall make reasonable efforts to coordinate its emergency activities with the safety and security departments, if any, of the Facility

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

operator. SELLER shall keep RIVERSIDE advised of current procedures for communicating with the Facility operator's safety and security departments.

- 8.5 Protection of Property. Each Party shall be responsible for protecting its own facilities from possible damage resulting from electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities and such other Party shall not be liable for any such damages so caused.
- 8.6 Insurance. SELLER shall comply with the insurance requirements set forth in the Generating Facility Interconnection Agreement.
- 8.7 RIVERSIDE Performance Excuse; SELLER Curtailment.
- 8.6.1 RIVERSIDE Performance Excuse. RIVERSIDE shall not be obligated to accept or pay for Energy produced by or Capacity provided from the Facility during a Force Majeure that affects RIVERSIDE's ability to accept Energy from the Facility.
- 8.6.2 RIVERSIDE Curtailment. RIVERSIDE may require SELLER to interrupt or reduce deliveries of Energy: (a) when necessary to construct, install, maintain, repair, replace, remove, or investigate any of its equipment or part of RIVERSIDE's transmission system or distribution system or facilities; or (b) if RIVERSIDE determines that curtailment, interruption, or reduction is necessary because of a system emergency.
- 8.8 Notices of Outages. Whenever possible, RIVERSIDE shall give SELLER reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 8.9 No Host Loads. SELLER shall not connect any loads at the location of the Facility in a manner that would reduce the Energy provided from the Facility to RIVERSIDE hereunder. SELLER shall obtain separate retail electric service under existing RIVERSIDE Electric Rules and Rates for the service of such additional loads.
- 8.10 Metering. RIVERSIDE shall install the appropriate meter(s) that will be used for billing and all costs involved in the purchase and installation of the required meter(s) will be at the SELLER's sole cost and expense in accordance with RIVERSIDE's Electric Rules and Rates.
- 8.11 SCADA. RIVERSIDE shall have the right to incorporate the output from the Facility into RIVERSIDE's supervisory control and data acquisition ("SCADA") system.

9. Dispute Resolution.

- 9.1 In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 9) (a "Dispute"), either Party (the "Notifying Party") may deliver to the other Party (the "Recipient Party") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "Dispute Notice"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.
- 9.2 The Recipient Party shall within ten (10) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party. In the event a Dispute is not resolved by the expiration of the thirty (30) day period, then either Party may pursue any legal or equitable remedy available to it.

10. FORCE MAJEURE

- 10.1 The term "**Force Majeure**" means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities that (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the Effective Date, (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor of that Party, or any Person under the control of that Party or any of its subcontractors, or any Person for whose acts such subcontractor is responsible), and (iv) could not have been prevented, overcome, or avoided by the exercise of due diligence and reasonable care; provided, nothing in this clause (iv) shall be construed so as to require either Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and

mitigate the effects of the Force Majeure. The affected Party shall deliver to the other Party, on an ongoing basis, regular updated reports containing the foregoing information and any additional documentation and analysis supporting its claim regarding Force Majeure promptly after such information becomes available to the affected Party. The affected Party shall use commercially reasonable efforts to (x) mitigate the duration of, and costs arising from, any suspension of, delay in, or other impact to, the performance of its obligations under this Agreement and (y) continue to perform its obligations hereunder not affected by such event. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Buyer's obligation to pay for Energy during the occurrence of a Force Majeure affecting Seller shall be suspended except to the extent payment is owed for Energy actually delivered. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following: (1) any requirement to comply with a RPS Law or any change (whether voluntary or mandatory) in any renewable portfolio standard that may affect the value of the Energy purchased hereunder; (2) events arising from the failure by Seller to operate or maintain the Facilities in accordance with this Agreement; (3) any increase of any kind in any cost, including the imposition of any taxes, tariffs or duties; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind, or any reduction in profit associated with the performance of a Party's obligations under this Agreement; (5) Seller's ability to sell any Energy at a price in excess of those provided in this Agreement; (6) curtailment; (7) failure of third parties to provide goods or services essential to a Party's performance; (8) Facility or equipment failure of any kind; (9) any changes in the financial condition of the Buyer, any Seller Party, the Facility Lender or any subcontractor or supplier affecting the affected Party's ability to perform its obligations under this Agreement; (10) Seller's inability to obtain sufficient fuel, including due to lack of fuel or power to operate the Facility; (11) the COVID-19 pandemic or the effects or impacts of the COVID-19 pandemic; or (12) any change in the enforcement or interpretation of any Requirement of Law.

10.2 Effect of Force Majeure. RIVERSIDE or SELLER, as the case may be, shall be excused from performance under this Agreement to the extent, but only to the extent, that performance hereunder is prevented by an act or event of Force Majeure. RIVERSIDE or SELLER, as the case may be, shall exercise due diligence to overcome or mitigate the effects of such an act or event of Force Majeure; *provided, however*, that nothing in this Agreement shall be deemed to obligate the Party affected by an act or event of Force Majeure (a) to forestall or settle any strike, lock-out or other labor dispute against its will or (b) for Force Majeure affecting SELLER only, to purchase electric power to cure the event of Force Majeure.

10.3 Notice of Force Majeure. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the Force

Majeure shall, as soon as practicable under the circumstances, notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance.

10.4 Termination Due to Force Majeure Event. If a Party is prevented from performing its material obligations under this Agreement for a period of twelve (12) consecutive months or longer, the unaffected Party may terminate this Agreement, without liability of either Party to the other, upon thirty (30) days written notice at any time during the Force Majeure event.

11. INDEMNITY

11.1 Indemnity by SELLER. SELLER shall defend, release, indemnify and hold harmless RIVERSIDE, its directors, officers, employees, agents, council members, and representatives against and from any and all losses, claims, demands, liabilities and expenses, actions or suits, including reasonable costs and attorney's fees, resulting from, or arising out of or in any way connected with claims by third parties associated with: (A) (i) the Energy delivered at the Delivery Point, (ii) SELLER's operation and/or maintenance of the Facility, or (iii) SELLER's actions or inactions with respect to this Agreement; and (B) any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to or destruction of property belonging to RIVERSIDE, SELLER, or others, excepting only such loss, claim, action or suit as may be caused solely by the willful misconduct or negligence of RIVERSIDE, its agents, employees, directors or officers.

12. LIMITATION OF DAMAGES

Each Party's liability to the other Party for any first-party loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

13. NOTICES

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging ("e-mail"). Whenever this Agreement requires or permits delivery of a "notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written communication in the manner specified below. A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5 p.m. Pacific prevailing time (and if received after 5 p.m., on the next Business Day) and a notice by overnight mail or

courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior oral communication, in which case any such notice shall be deemed received on the day sent. A Party may change its addresses by providing notice of same in accordance with this provision. All written notices shall be directed as shown in Exhibit F. Either Party may request a change to Exhibit F as necessary to keep the Exhibit F information current. Such changes to Exhibit F are not deemed amendments to the Agreement necessitating that the Agreement be amended.

14. TERM, TERMINATION EVENT AND TERMINATION

14.1 Term. The term of this Agreement (“Term”) shall commence upon the execution by the duly authorized representatives of each of RIVERSIDE and SELLER, and shall remain in effect until the conclusion of the Delivery Term, unless terminated sooner pursuant to the terms of this Agreement. All indemnity rights shall survive the termination of this Agreement.

14.2 Termination Event. RIVERSIDE shall have the right, but not the obligation, to terminate the Agreement upon the occurrence of any of the following, each of which is a “Termination Event”: (a) The Facility has not achieved Commercial Operation within ninety (90) days of the Scheduled Commercial Operation Date, as it may be revised hereunder, or within one year of the Effective Date of this agreement, whichever is later; (b) After the Commercial Operation Date SELLER has not sold or delivered Energy from the Facility to RIVERSIDE for a period of six (6) consecutive months; (c) Facility does not maintain RPS Certification as required by Section 3; (d) if applicable law prevents RIVERSIDE from fulfilling its obligations under this Agreement; or (e) SELLER fails to maintain a RIVERSIDE Generating Facility Interconnection Agreement or otherwise fails to comply with the requirements of Section 8.3.

14.3 Termination.

14.3.1 Declaration of a Termination Event. If a Termination Event has occurred and is continuing, RIVERSIDE shall have the right to: (a) send a written notice, designating a day, no earlier than five (5) days after such notice is deemed to be received (as provided in Section 13 (Notices)) and no later than twenty (20) days after such notice is deemed to be received (as provided in Section 13), as an early termination date of this Agreement (“Early Termination Date”) unless SELLER has timely communicated with RIVERSIDE and the Parties have agreed to resolve the circumstances giving rise to the Termination Event; (b) accelerate all amounts owing between the Parties; and (c) terminate this Agreement and end the Delivery Term effective as of the Early Termination Date.

14.3.2 Release of Liability for Termination Event. Upon termination of this

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

Agreement pursuant to this section neither Party shall be under any further obligation or subject to liability hereunder, except with respect to the indemnity provision in Section 11 hereof for the defaulting Party.

14.3.3 Early Termination by Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties.

15. RELEASE OF DATA

SELLER authorizes RIVERSIDE to release to any regulatory or governmental authority having jurisdiction information regarding the Facility, including but not limited to the SELLER's name and location, operational characteristics, the Term of Agreement, the Facility resource type, the Scheduled Commercial Operation Date, the actual Commercial Operation Date, the Contract Capacity, and Energy production information. SELLER acknowledges that this information may be made publicly available by RIVERSIDE or the regulatory or governmental authority RIVERSIDE released such information to. SELLER, at its sole cost and expense, may undertake such action as SELLER deems appropriate to protect the confidentiality, if any, of such information.

16. ASSIGNMENT

SELLER shall not assign this Agreement or its rights hereunder without the prior written consent of RIVERSIDE, which consent shall not be unreasonably withheld.

17. APPLICABLE LAW AND VENUE

Governing Law and Venue. This Agreement shall be governed by, interpreted, and enforced in accordance with and construed under the laws of the State of California without regard to conflict of law principles. In addition to the dispute resolution process set forth in this section, parties to this Agreement must comply with California law governing claims against public entities and presentment of such claims. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. SEVERABILITY

If any provision in this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

20. GENERAL

Except as otherwise provided for herein, no amendment to or modification of this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

[SIGNATURES ON FOLLOWING PAGE]

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase Agreement

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

BUYER:
THE CITY OF RIVERSIDE, a
California charter city and municipal
corporation

By _____

Name: _____

Title: _____

Date: _____

SELLER:

By _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM

By _____

Name: _____

Title: _____

CITY CLERK ATTESTATION

By _____

Name: _____

Title: _____

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By _____

Name: _____

Title: Chief Financial Officer

Exhibit A

DESCRIPTION AND LOCATION OF FACILITY

- A.1 SELLER's Feed-In Tariff Record Number: _____.
- A.2 The Facility is described as _____

_____.
- A.3 The Facility is located at (physical address) _____
Riverside, California _____ (zip code).
- A.4 The Facility's primary fuel is _____.
- A.5 The Contract Capacity is _____ kilowatts ("kW"- the AC rating at unity power factor, ambient conditions of 60 Fahrenheit at sea level).
- A.6 The maximum hourly energy delivery quantity is _____ kWh (Contract Capacity x 1 hour).
- A.7 The Expected Annual Energy Output of the Facility is _____ kWh.
- A.8 The initial Scheduled Commercial Operation Date is _____.
If applicable, the revised Scheduled Commercial Operation Date is _____.
- A.9 The Feed-In Tariff Reservation Deposit is \$ _____ (the amount paid with the Interconnection Application)
- A.10 The Facility is connected to the Riverside's Distribution System at _____ kV.

Exhibit B

CONTRACT PRICE

ATTACHMENT 1 TO SCHEDULE FIT

FEED-IN TARIFF PRICING

[ATTACHED BEHIND THIS PAGE]

Exhibit C

COMMERCIAL OPERATION DATE CONFIRMATION LETTER

In accordance with the terms of that certain Standard Form Feed-In Tariff Power Purchase Agreement dated _____ (“Agreement”) by and between the City of Riverside (“RIVERSIDE”) and _____ (“SELLER”), this letter serves to document the Parties further agreement that

- i. the conditions precedent to the occurrence of the Commercial Date have been satisfied, and
- ii. RIVERSIDE has received the Energy, as specified in the Agreement, as of this _____ day of _____, _____.

This letter shall confirm the Commercial Operation Date, as defined in the Agreement, as the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each Party has caused this Confirmation Operation Date Confirmation Letter to be duly executed by its authorized representative as of the date of last signature provided below:

By: SELLER

By: RIVERSIDE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit D
RESERVED

Exhibit E

ENVIRONMENTAL ATTRIBUTE REPORTING AND CONVEYANCE PROCEDURES

E.1 Additional Definitions for the Conveyance of Environmental Attributes:

“Certificate Transfers” means the process, as described in the WREGIS Operating Rules whereby a WREGIS account holder may request that WREGIS Certificates from a specific generating unit be directly deposited into another WREGIS account.

“WREGIS” means the Western Renewable Energy Generation Information System, sponsored by the WECC and utilized by the CEC for tracking the generation and transfer of RECs. The URL for WREGIS is www.WREGIS.org.

“WREGIS Certificates” means a certificate created within the WREGIS system that represents all Renewable and Environmental Attributes from one MWh of electricity generation from an Eligible Renewable Energy Resource that is registered with WREGIS.

“WREGIS Operating Rules” means the document published by WREGIS that govern the operation of the WREGIS system for registering, tracking, conveying, etc. Renewable Energy Credits produced from Eligible Renewable Energy Resources that are registered with WREGIS.

E.2 Renewable Energy Credits. Environmental Attributes shall be conveyed by SELLER to RIVERSIDE through Renewable Energy Credits (“RECs”) which shall be registered, tracked and conveyed to RIVERSIDE using WREGIS.

E.3 WREGIS Registration. Prior to the Commercial Operation Date, RIVERSIDE will register the Facility in RIVERSIDE's WREGIS account on behalf of SELLER. WREGIS provides account holders a methodology to aggregate small-scale projects and allow them to be registered and tracked since a REC cannot be created until one MWh has been accumulated. RIVERSIDE shall charge back to SELLER any costs of registering, maintaining the registration of the Facility, and creating RECs with WREGIS.

E.4 RIVERSIDE's WREGIS Account. RIVERSIDE shall, at its sole expense, establish and maintain RIVERSIDE's WREGIS account sufficient to accommodate the WREGIS Certificates produced by the output of the Facility. RIVERSIDE shall be responsible for all expenses associated with (A) establishing and maintaining RIVERSIDE's WREGIS Account, and (B) subsequently transferring or retiring WREGIS Certificates.

E.5 Qualified Reporting Entity. RIVERSIDE shall be the Qualified Reporting Entity for Facility, and shall be responsible for providing metered Facility output data to WREGIS.

RIVERSIDE's Standard Form Feed-In Tariff Power Purchase

E.6 Reporting of Environmental Attributes. In lieu of SELLER transferring the WREGIS Certificates using Certificate Transfers from SELLER's WREGIS account to the WREGIS account of RIVERSIDE, RIVERSIDE shall report the Facility as being directly in its WREGIS account, which will preclude SELLER from reporting the Facility in its own WREGIS account.

E.6.1 By avoiding the use of Certificate Transfers, there will be no transaction costs to SELLER or RIVERSIDE for the Certificate Transfers that would otherwise be used.

E.6.2 WREGIS Certificates for the Facility will be created on a calendar month basis in accordance with the certification procedure established by the WREGIS Operating Rules in an amount equal to the Energy generated by the Project and delivered to RIVERSIDE in the same calendar month.

E.6.3 WREGIS Certificates will only be created for whole MWh amounts of energy generated. Any fractional MWh amounts (*i.e.*, kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate and all such accumulated MWh of Environmental Attributes will then be available to RIVERSIDE.

E.6.4 Should a WREGIS Certificate Modification be required to reflect any errors or omissions regarding the Environmental Attributes from the Facility RIVERSIDE will manage the submission of the WREGIS Certificate Modification.

E.6.5 Due to the expected delay in the creation of WREGIS Certificates relative to the timing of invoice payments under Section 2, RIVESIDE shall make an invoice payment for a given month in accordance with Section 2 before the WREGIS Certificates for such month may be created in RIVERSIDE's WREGIS account. Notwithstanding this delay, RIVERSIDE shall have all right and title to all such WREGIS Certificates upon payment to SELLER in accordance with Section 2.

E.7 Changes in Environmental Attributes Reporting and Conveyance Procedure. RIVERSIDE shall revise this Exhibit E as appropriate, give written notice to SELLER regarding the revision, and issue a new Exhibit E which shall then become part of the Agreement in the event that:

E.7.1 WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Exhibit E after the Effective Date; or,

E.7.2 WREGIS is replaced as the primary method that RIVRESIDE uses for conveyance of Environmental Attributes, or additional methods to convey all Environmental Attributes are required.

Exhibit F

NOTICES

For Contract Administration:

To RIVERSIDE:

Public Utilities General Manager
Riverside Public Utilities
3901 Orange Street
Riverside, CA 92501
Phone: 951- 826- 5504
Facsimile: 951- 826- 2450

To SELLER:

With copies to:
Utilities Power Resources
Manager, Contracts and Projects
Riverside Public Utilities
3435 Fourteenth Street
Riverside, CA 92501
Phone: 951- 826- 8505
Facsimile: 951- 715- 3563

City Attorney's Office
3750 University Ave, Suite 250
Riverside, CA 92501

For Billing and Payment:

To RIVERSIDE:

To SELLER:
