

SCHEDULING COORDINATOR SERVICE AGREEMENT

I. GENERAL

Wintec Energy, Ltd., a California corporation ("Wintec"), has requested that the City of Riverside ("Riverside") be designated as the Scheduling Coordinator/Agent ("SCA") to perform scheduling services with the California Independent System Operator ("CAISO") for up to 5.93 MW of the Wintec Palm Wind Project ("Project") on Wintec's behalf, which designation is hereby accepted by Riverside. Wintec and Riverside may be referred to as "Parties".

II. TERM

The initial term of the service shall commence on _____, 2017 ("Commencement Date") and shall remain in effect for two (2) years and expire on the second anniversary from the Commencement Date ("Expiration Date"), unless this Agreement is terminated early pursuant to Article V. The Parties may mutually agree to extend the term of this Agreement no less than ninety (90) days prior to the Expiration Date.

III. COMPENSATION

In consideration of this service to Wintec, during each month that SCA performs the service, Wintec will pay SCA two-thousand six-hundred twenty-five dollars (\$2,625) per month ("Monthly Service Charge"). In addition, Wintec will pay SCA a one-time fee of four-thousand dollars (\$4,000) for coordinating with the CAISO on initial Project implementation activities and setting up appropriate processes for scheduling and settlement.

~~IV.~~ PROJECT BANK ACCOUNT

Wintec will establish a Project bank account, which the SCA will use to apply for a SCID with the CAISO, and the new SCID will be used exclusively for scheduling energy and associated products/services from the Project. While this Agreement is in effect, Wintec shall timely fund the Project bank account and ensure sufficient funds are available at all times, including appropriate amount set aside as reserve. Sufficiency of funds shall take into account, among other project expenses, all possible charges from the CAISO, including costs incurred by the Project as a result of negative pricing in the market.

V. EARLY TERMINATION

Each Party shall have the right to terminate this Agreement with an advanced written notice of not less than ninety (90) days.

VI. SERVICE SCHEDULE

The attached Service Schedule attached hereto as Exhibit A and incorporated herein by this reference outlines the services SCA will provide for the Project. The terms and conditions of this Agreement shall govern the performance of Parties' obligations under the Service Schedule.

VII. INDEMNIFICATION

Except as to the gross negligence or willful misconduct of the SCA, Wintec shall release and hold harmless the SCA from and against any and all liability, loss, damage, and expense arising from, alleged to arise from, in connection with, or incidental to the services rendered under this Agreement.

The SCA shall not be liable for any consequential, incidental, punitive, special, or exemplary damages or lost opportunity costs, lost profit, or other business interruption damages, by statute or in tort or contract, under any provision of this Agreement.

Wintec shall indemnify, defend, and hold harmless the SCA, its directors, members, officers, employees, and agents from and against any and all third-party claims, suits, or actions instituted on account of personal injuries or death of any person (including but not limited to workers and the public) or physical damage to property resulting from or arising out of the Wintec's willful misconduct or grossly negligent act or omission while engaging in the performance of obligations or exercise of rights under this Agreement.

If the above accurately reflects your understanding of the Project scheduling arrangement, please indicate by signing below.

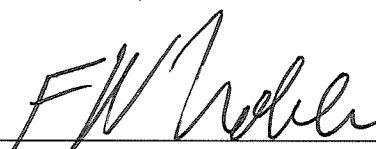
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

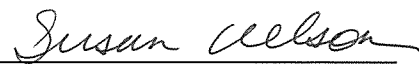
By: _____
City Manager

Wintec Energy, Ltd.,
a California corporation

By: 
Frederick W. Noble
Chairman of the Board, President and
Chief Executive Officer

Attest: _____
City Clerk

Approved as to Form:

By: 
Assistant City Attorney

By: 
Frederick W. Noble, Jr.
Assistant Secretary and Vice
President

EXHIBIT A

SCHEDULING COORDINATOR SERVICE SCHEDULE

CAISO Costs:

- All CAISO Costs associated with the Project's Resource ID, including the monthly CAISO SCID fee, will be passed through to Wintec in addition to the Monthly Service Charge. Any CAISO Costs resulting from CAISO's iterative re-settlement processes will also be passed through to Wintec. This clause shall survive a) any termination of this Agreement, or b) the Expiration Date of this Agreement or any extension thereof.

Scheduling Coordinator/Agent Services include:

- Creation, submission, confirmation and adjustment of Project Daily/Real Time schedules, per generation forecast provided by the generator and/or the CAISO and any interactions with the CAISO;
- Monitoring and management of transmission outages and derates resulting in Project outages or derates or otherwise affecting Project generation outages;
- Coordination of generation facilities and transmission system maintenance schedules in order to minimize Project outage or de-rate impacts;
- Submit to the CAISO Project planned and scheduled outage information by the due dates (per CAISO Tariff):
 - January 15th: Quarterly Updates on Planned Outages
 - April 15th: Quarterly Updates on Planned Outages
 - July 15th: Quarterly Updates on Planned Outages
 - October 15th: Planned Outages for next calendar year
- Submit Project scheduled outages to the CAISO through the Outage Management System (OMS);
- Submit Project outage requests to CAISO OMS upon occurrence of outages;
- Review and validate CAISO Project related settlement statements and as applicable, ensure dispute resolution by submitting disputes to the CAISO in a timely manner and subsequent follow-up;
- Ensure the integrity of electronic communication between the Project generator and the CAISO EMS system via the CAISO RIG and coordinate with Wintec Energy, Ltd. for the resolution of issues associated with generation data transmission to the CAISO system;
- Periodic tasks on an as-needed basis per CAISO Tariff, e.g., forced outage reporting, trouble-shooting OMAR/MRI-S meter data problems.
- Basic monthly reports that Riverside would normally provide to itself as its own SCA, e.g. summary of CAISO charges for the resource; OMAR/MRI-S meter report; comparison of schedule vs. actual generation;

Exclusions:

- Additional advanced services including economic bidding of the resource and specialized reports requested by Wintec are currently outside the scope of the services provided and therefore excluded from this Agreement.

Related Contracts

- Participating Generator Agreements between the Project and the CAISO
- Meter Service Agreement between the Project and the CAISO
- Small Generator Interconnection Agreement (SGIA) between the Project and the CAISO

Project Details				
<u>Unit Resource Name</u>	<u>CAISO Resource ID</u>	<u>POD/CAISO Substation</u>	<u>CAISO Internal Number</u>	<u>Nameplate Capacity (MW)</u>
Wintec Palm	GARNET_2_WPMWD6	Devers 230kV Bus	16GEN1727	5.93MW

CAISO Bidding and Scheduling

- Scheduling shall conform to the requirements established by the California Independent System Operator (CAISO) and the Western Electricity Coordinating Council (WECC), to the extent applicable.
- Daily and Real Time scheduling services with the CAISO and the WECC shall be performed in accordance with scheduling procedures, agreed upon by the scheduling representatives prior to the start of the power deliveries
- SCA shall act as Wintec's scheduling agent and schedule or arrange for scheduling services in accordance with the CAISO scheduling procedures and good utility practice using the new SCID.
- As the Project's scheduling coordinator, SCA will accept energy schedules from the Project (or its agent) within the CAISO's balancing authority area and be responsible for all scheduling-related interactions with the CAISO.
- The entire amount of energy from the Project will be scheduled/sold into the CAISO market and the net amount of revenue from the CAISO, less any CAISO charges, will be passed on to Wintec.

- SCA shall schedule the wind generation resource into the CAISO on a daily basis, in accordance with the generation forecast provided by the Project.
- SCA shall monitor those schedules in the Real-Time Market and adjust schedules as required due to changes in operating conditions.

Settlements

- SCA shall verify and validate the accuracy of CAISO billings on a weekly basis and according to the market rules of the CAISO by performing shadow settlements for each charge type that is invoiced to the Project.
- SCA shall prepare and provide supporting documentation for financial clearing to Wintec in a timely manner to enable Wintec to pay CAISO Invoices or validate the receipt of payments from the CAISO for the Project.
- When discrepancies in CAISO settlement statements are identified by the shadow settlements process, SCA shall file disputes on behalf of Wintec for the Project with the CAISO and shall attempt to resolve such disputes in a timely manner.

Contacts

Scheduling and Settlement Contacts			
WINTEC PALM Wind Project			
Name	Title	Phone	Email
Jeffrey S. Welton	COO	760-323-9490	jswelton@wintecenergy.com
Steve Martineau	Director of Operations	218-685-4970	s.martineau@renewtech.us
Steve Avila	Operations Manager	916-812-7787	steve@wintecenergy.com
Riverside (RVSD)			
Name	Title	Phone	Email
Preschedule	Preschedule	951-715-3542	Marketops@riversideca.gov
24 Hour Desk	Real Time	951-715-3519	Marketops@riversideca.gov
Settlements	Settlements	951-826-8514	settlements@riversideca.gov

The Parties acknowledge that changes to the CAISO scheduling practices may occur during the term of the Agreement, and hereby agree that any modifications to this schedule necessary to accommodate such changes will endeavor to reasonably match the intent reflected in this agreement.