

CUSTOMER DEVELOPER AGREEMENT

This CUSTOMER DEVELOPER AGREEMENT ("CDA") is made and entered into as of February 20, 2018 (the "Effective Date") by and between JATON LLC ("JATON"), and City of Commerce ("Customer" and together with JATON the "Parties" and each of Customer and JATON a "Party").

Customer and JATON hereby agree as follows:

Article I. Purpose.

Section 1.01 Customer desires to participate in California's Enhanced Community Renewables ("ECR") Program and this CDA is intended to effectuate Customer's subscription of the Facility's output set forth in Attachment 2 (the "Subscription"). The Subscription facilitates Customer's participation in the ECR Program and receiving related bill credits from SCE but **Customer understands that this CDA does not guarantee Customer will receive any energy production from the Facility.**

Article II. Term.

Section 2.01 The "Term" of this CDA shall commence on the Effective Date and end at 11:59 p.m. on the day preceding the 20th anniversary of the Commercial Operation Date, unless earlier terminated pursuant to Article VII.

Article III. Subscription.

Section 3.01 Customer Obligations.

- (a) Within thirty (30) calendar days after the Effective Date, Customer shall enroll with SCE for service under Schedule GTSR-CR. Customer must un-enroll from service under Schedule GTSR-CR promptly after this CDA terminates.
- (b) Customer's Subscription begins on the date the Facility begins to produce solar electrical energy and is being received and accepted by SCE for transmittal to its customers; and continues until the end of the Term of this CDA.
- (c) At all times during the Term Customer shall remain a retail energy customer of SCE and located within the SCE service territory. After the Effective Date and at all times during the Term, **Customer will maintain its energy usage within the maximum and minimum parameters for the Subscription as described on Attachment 2.**
- (d) Nothing in this CDA shall be construed as giving Customer any right of access to the Facility.

Section 3.02 JATON Obligations.

- (a) JATON shall indemnify Customer for claims arising from or related to JATON's construction, operation or financing of the Facility, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction.
- (b) JATON agrees to provide Subscription Information and Bill Credit Instructions related to the Subscription to SCE no fewer than sixty (60) days prior to the Commercial Operation Date.
- (c) During the Term of this CDA JATON hereby assigns to Customer all rights of JATON to receive payment from SCE under the PPA for the Monthly Delivered Quantity. Payments assigned to Customer shall be calculated pursuant to SCE's Schedule GTSR-CR and shall be applied as a bill credit to Customer.
- (d) Within sixty (60) calendar days after the Commercial Operation Date, JATON shall provide to Customer completed Disclosure Documents and, thereafter, as required by Green-e® Energy, JATON shall provide updated Disclosure Documents to Customer on an annual basis during the Term of this CDA.
- (e) During the Term, JATON will own and operate the Facility and will generate, sell and deliver the Facility's output to SCE under the terms set out in the PPA.
- (f) During the Term, JATON will pursue Full Capacity Deliverability Status for the Facility. A generating resource with Full Capacity Deliverability Status means that from an engineering standpoint, the output of the Facility can be considered deliverable, even under peak conditions.
- (g) JATON shall notify Customer in writing of any proposed modifications to the Facility that will affect the Subscription. Any proposed modifications shall require Customer's written consent.
- (h) JATON shall provide an annual \$10,000 matching benefit to Customer to support an energy program of Customer's choice.

Article IV. Billing and Payment.

Section 4.01 For each month during the Term, Customer shall pay JATON the Subscription Rate multiplied by the Monthly Delivered Quantity, plus any and all Taxes assessed on the transactions contemplated by this CDA. JATON shall invoice Customer on or before the tenth (10) Business Day of each month for the preceding month which invoice shall state: (i) the Monthly Delivered Quantity, (ii) the Subscription Rate and (iii) the total amount due from Customer. Each monthly invoice shall be accompanied by Subscription Information and Bill Credit Instructions.

- (a) All amounts due under this CDA shall be due and payable net twenty (20) days from receipt of invoice.

- (b) JATON shall respond to Customer inquiries within [two (2) Business Days] after a Customer request.
- (c) In the event Customer disputes all or any part of an invoice issued by JATON under this CDA, Customer shall first pay the undisputed amount when due, and immediately provide notice to JATON of the disputed portion and explanation of the basis for the dispute in writing. Customer will be deemed to have waived and released any dispute known to it with respect to an invoice if such notice and written explanation is not provided within 15 business days after the invoice is received by Customer. The Parties shall use good faith reasonable efforts to resolve the dispute promptly and, if any amount is finally determined to be due to JATON or Customer, either by agreement between the Parties or as a result of dispute resolution pursuant to Article IX, it will be paid to JATON or Customer (as appropriate) within ten Business Days after such final determination.

Section 4.02 Customer Information. JATON and SCE will share Customer information for purposes of billing and credits, ECR Program eligibility and verifying participation. SCE and JATON shall maintain the confidentiality of Customer's information.¹

Section 4.03 Customer Meters. The meters that will be used to determine the Monthly Delivered Quantity are listed in Attachment 3.

Article V. Force Majeure.

Section 5.01 Excuse from Performance. If either Party is rendered wholly or partly unable to timely perform its obligations (except for obligations to pay money) under this CDA because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written Notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

Section 5.02 Target COD Extension. If the Commercial Operation Date does not occur on or before the Target COD as the result of a Force Majeure occurring before the Target COD, then the Target COD will, subject to JATON's compliance with its obligations as the Claiming Party under Section 5.01, be extended on a day-for-day basis for the duration of the Force Majeure.

Article VI. Default.

Section 6.01 Events of Default. A Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "Defaulting Party", the other Party shall be deemed to be the "Non-Defaulting Party", and each event of default shall be a "Default Event":

- (a) failure of a Party to pay any amount due and payable under this CDA, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("Payment Default")
- (b) any representation or warranty furnished by a Party in this CDA which was false or misleading in any material respect when made, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written Notice from the Non-Defaulting Party demanding such cure;
- (c) Customer is no longer a SCE bundled retail service customer;
- (d) Seller fails to post and maintain the Performance Assurance stated on Attachment 2, and such failure is not cured within three (3) Business Days after Notice from JATON;
- (e) any substantial failure to perform or comply with a provision of this CDA not otherwise mentioned in this Section 6.01, and such failure continues for thirty (30) calendar days following receipt of written notice from the Non-Defaulting Party demanding that such failure to perform be cured; provided that (i) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this CDA, and (ii) if such cure cannot be effected in thirty (30) calendar days, the defaulting Party will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, diligent prosecution of such cure, and subsequent completion thereof within ninety (90) days after the original notice of default; or
- (f) a Party becomes Bankrupt.

Section 6.02 Remedies Upon Default.

- (a) If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this CDA until such Payment Default has been cured. Further, the Non-Defaulting Party may (i) at any time during the continuation of the Payment Default, terminate this CDA upon five (5) Business Days prior written notice to the Defaulting Party, and/or (ii)

pursue any remedy provided for under this CDA.

- (b) If a Default Event other than a Payment Default occurs, unless such Event of Default has been cured within the applicable time period for a cure, the Non-Defaulting Party may (i) terminate this CDA by providing ten (10) Business Days' written notice to the Defaulting Party and (ii) pursue any remedy provided for under this CDA.
- (c) If an Event of Default occurs, the Non-Defaulting Party will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Article IX including, without limitation, terminating this CDA or recovering amounts due and unpaid by the Defaulting Party, and/or damages which will include reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Default Interest on any sums due, and losses and costs incurred as a result of terminating this CDA.

Article VII. **Termination.**

Section 7.01 **Termination Rights.**

- (a) This CDA shall terminate automatically upon termination or expiration of the PPA.
- (b) Either party has the right to terminate this CDA:
 - (i) If an Event of Default occurs, the Non-Defaulting Party may terminate this CDA as set forth in Section 6.02.
- (c) Either Party has the right to terminate this CDA at any time upon delivery of written notice to the other Party, which termination will be effective 180-days after such notice is given to the other Party
- (d) If JATON notifies Customer of proposed modifications to the Facility pursuant to Section 3.02 and Customer reasonably believes that the Subscription will be affected in a material respect, Customer shall notify JATON thereof. The Parties shall work together in good faith over a [30] day period to resolve Customer's issues associated with such proposed modification. If the Parties are unable to reach agreement by the expiration of such [30] day period, Customer shall have the right to terminate this CDA by delivery of Notice to JATON, which will be termination effective [twenty (20)] Business Days after such Notice is provided.
- (e) Customer has the right to terminate this CDA in accordance with Section 11.08.

Article VIII. **Representations and Acknowledgments.**

Section 8.01 **Mutual Representations and Warranties.** Each Party warrants and represents to the other that:

- (a) It has all requisite power and authority to enter into this CDA, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) The execution, delivery, and performance of this CDA have been duly authorized by its governing body, and this CDA has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (c) The execution, delivery, and performance of this CDA will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

Section 8.02 **Further Customer Representations and Warranties.** Customer further represents and warrants to JATON as follows:

- (a) Customer understands and acknowledges the risks associated with participating in the wholesale electricity markets.
- (b) Customer acknowledges that it does not expect to receive bill credits in excess of the amount of consideration it provides to JATON under this CDA. Customer acknowledges that it has no expectation of profits in deciding to enter into this CDA and further acknowledges that rates offered under the CDA may not ultimately be less than those offered under SCE bundled retail service and that the only aspect of service from SCE that can be kept constant for the term of the CDA is the generation rate component of the Customer's SCE bill.
- (c) Customer acknowledges that it will only receive bill credits to the extent (i) the Facility actually generates electric energy metered in accordance with the PPA that (A) qualifies as renewable power under the requirements of the California Renewables Portfolio Standard, or (B) which does not so qualify solely due to a change in RPS Legislation occurring after the Effective Date; and (ii) JATON provides the correct Subscription Information and Bill Credit Instructions to SCE.
- (d) Customer acknowledges that neither JATON nor SCE is an issuer or underwriter under California or federal securities laws with respect to the Facility, and neither JATON nor SCE is making an offer to sell or selling any securities whatsoever.
- (e) Customer is not subscribed to any other electric generating facility participating in the ECR Program.
- (f) Customer's Subscription is between the maximum and minimum levels set forth on Attachment 2.

Article IX. **Dispute Resolution.**

Section 9.01 **Governing Law.** This CDA and the rights and duties of the Parties hereunder shall be governed by and construed,

enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law, to the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this CDA.

Section 9.02 Arbitration. Any dispute arising from or relating to this CDA shall be arbitrated in Los Angeles, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this CDA shall be entitled to reasonable attorneys' fees and costs.

Article X. **Indemnity and Limitation on Liability.**

Section 10.01 Indemnity. Except as provided below, to the fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this CDA, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this CDA.

Section 10.02 Damages Limitation. The liability of a Defaulting Party will be limited to direct, actual damages; such direct actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense; provided that third-party damages subject to indemnification under this CDA will not be limited by this Section.

Section 10.03 WARRANTY DISCLAIMER. JATON MAKES NO WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURE OF DAMAGES PROVIDED IN THIS CDA SATISFY THE ESSENTIAL PURPOSES HEREOF.

Article XI. **Miscellaneous.**

Section 11.01 Notices. All Notices under this CDA shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to Customer as addressed on Attachment 2 and to JATON at 1071 East Verdugo Avenue, Burbank CA 91501. Either Party may change its address for notices by specifying such change in a written notice pursuant to this Section 11.01.

Section 11.02 No Waiver. The failure of either Party to insist upon the strict performance of this CDA will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this CDA in the event of a continuing or subsequent Default Event.

Section 11.03 Assignment.

- (a) Customer may not assign or otherwise transfer its rights and obligations under this CDA in whole or in part to any other party or parties.
- (b) JATON may, without the prior written consent of Customer, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this CDA and the Facility to any Financing Party, (ii) directly or indirectly assign this CDA and the Facility to an affiliate or subsidiary of JATON, (iii) assign this CDA and the Facility to any entity through which JATON is obtaining financing or capital for the Facility and (iv) assign this CDA and the Facility to any person succeeding to all or substantially all of the assets of JATON (provided that JATON shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of JATON's obligations hereunder by the assignee). Both Parties agree in good faith to consider and to negotiate changes or additions to this CDA that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this CDA. In connection with an assignment pursuant to Section 11.03(b)(i), Customer agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties. Any assignment of JATON's right and/or obligations under this CDA, shall not result in any change to Customer's rights and obligations under this CDA. JATON shall provide Customer with Notice of any such transfer or sale of the Facility.

Section 11.04 Binding Effect. Except as otherwise provided herein, the terms and provisions of this CDA will apply to, be binding

upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. Each Party shall deem a document emailed or electronically sent in PDF form to it as an original document.

Section 11.05 Severability. If any term or provision of this CDA or any part thereof becomes or is declared by a court of competent jurisdiction invalid, void, or unenforceable, this CDA will continue in full force and effect without said provisions; provided, that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

Section 11.06 Counterparts. This CDA may be executed in counterparts, each of which will constitute an original, but all of which when taken together will constitute a single contract. This CDA constitutes the entire agreement among the Parties relating to the subject matter hereof and superseded any and all previous agreements and understandings, oral and written, relating to the subject matter hereof. This CDA may be delivered by facsimile or PDF.

Section 11.07 Third Party Beneficiaries. There are no third party beneficiaries to this CDA, except (a) as expressly provided under the indemnification provisions and (b) that SCE is a conduit for bill credits related to Subscription Information and Bill Credit Instructions to be provided by JATON.

Section 11.08 Facility Sale. At Customer's request on and after tenth (10th) anniversary of the Commercial Operation Date, JATON will participate in good faith discussions with Customer regarding potential terms for the sale of all or a portion of the Facility that corresponds to Customer's Subscription or its then power needs (if higher). Either Party may terminate such discussions at any time in its discretion. Neither this Section 11.08 nor JATON's participation in discussions with Customer shall be construed as an offer or commitment to sell or to constitute a right of first offer, right of first refusal or any other right or interest of Customer in the Facility whatsoever.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this CDA by their duly authorized officers as of the CDA Effective Date.

JATON LLC

CUSTOMER:

JATON LLC

City of Commerce

By: _____
Name:
Title:

By: _____
Name: Oralia Rebollo
Title: Mayor

Attachments

- 1: Definitions
- 2: Customer Terms and Information
- 3: Customer Meters List

Attachment 1: Definitions

“Applicable Laws” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as then may be in effect.

“Bankrupt” means with respect to any entity, such entity:

- (a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it;
- (b) Makes an assignment or any general arrangement for the benefit of creditors;
- (c) Otherwise becomes bankrupt or insolvent (however evidenced);
- (d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to such entity or any substantial portion of its property or assets; or
- (e) Is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. Pacific Time.

“California Renewables Portfolio Standard” means the California Public Utilities Code Section 399.11, *et seq.*

“Commercial Operation Date” has the meaning set forth in the PPA.

“Default Interest” means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by JATON to customers and potential customer, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at http://green-e.org/verif_docs.html, or successor thereof.

“Financing Parties” means person or persons providing construction or permanent financing to JATON in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom JATON has transferred the ownership interest in the System, subject to a leaseback of the Facility from such person.

“Force Majeure” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot;

insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure. Force Majeure Events shall not include a Party’s financial inability to perform under this Agreement.

“Full Capacity Deliverability Status” has the meaning set forth in the California Independent System Operator Corp. tariff.

“Governmental Authority” means: (a) Any federal, state, local, municipal or other government; (b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (c) Any court or governmental tribunal.

“Green-e® Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://www.green-e.org>, or successor thereof.

“Renewable Energy Credits” or “REC” has the meaning set forth in CPUC Decision D.08-08-028, as such definition may be modified by the CPUC or Applicable Law from time to time.

“RPS Legislation” means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, *et seq.*

“SCE” means Southern California Edison Company.

“Subscription Information and Bill Credit Instructions” means the information set out in Attachment 2 “Form of Subscription Information and Bill Credit Information” hereto.

“Taxes” means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on JATON’s revenues generated under this CDA, which shall be JATON’s responsibility.

Attachment 2: Customer Terms and Customer Information

[Customer Service Address:]

Customer's SCE Service Account Number:

Subscription Capacity (kWh): 2,074,523kWh/year forecasted annual load for selected meters (Attachment 3). However, at all times the Subscription must be within these parameters:

Minimum: Not less than 172,877 kWh per month on average, calculated on an annual basis or one-hundred percent (100%) of Customer's load of selected meters listed on Attachment 3, or as otherwise required by Green-e® Energy

Maximum: Not greater than 120% of Customer's forecasted annual load, as reasonably determined by SCE based on historical usage data.

Customer Rate (choose one):

- (i) *Fixed rate option.* Customer's Subscription Rate will be equal to \$___/kWh for each month
- (ii) X *Low introductory rate.* Customer's Initial Subscription Rate will be equal to \$0.0528 /kWh. Customer's Subscription Rate will increase by 3.00 % each year [up to a maximum of \$0.09536 /kWh].
- (iii) *Prepayment option.* Customer's Subscription Rate will be \$___/kWh [Escalated] for each month from January through June of each year throughout the Term of this CDA. Customer's Subscription Rate will be \$___/kWh [Escalated] for each month from July through December of each year throughout the Term.

Customer's Performance Assurance: Customer shall provide such Performance Assurance within [30] days after a request therefor from JATON.

Customer Address for Notices:

Facility Information

Facility: All solar energy generation facilities to be developed by JATON LLC. These facilities include, but are not limited to the 3MW Sheep Creek Road Solar Energy Generation Facility located in El Mirage, San Bernardino County, California; the 3MW El Mirage Solar Energy Generation Facility located in El Mirage, San Bernardino County, California; and the 8MW Avenue A Solar Energy Generation Facility located in Kern County, California.

Target COD: 50% of contracted power: Phase 1 in December 2018. 50% of contracted power: Phase 2 in June 2019.

Attachment 3: Customer Meters List

COMMERCE, CITY OF	1057	10514	4370755	8231	TOU-GS2B	V345N-001786	1466 S MCDONNELL AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10515	4370755	7999	TOU-GS2B	259000-027524	4725 ASTOR AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10517	4370755	8322	TOU-GS2B	254000-007540	5107 ASTOR AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10518	4370755	8231	TOU-GS2A	255000-006202	6134 GREENWOOD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10608	4370755	7999	TOU-GS2B	256000-087782	4725 ASTOR AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10610	4370755	8322	TOU-GS1A	222013-760556	5107 ASTOR AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10613	4370755	4952	TOU-GS2A	256000-130225	2801 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10620	4370755	9199	TOU-GS1A	222013-997139	2214 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10621	4370755	9229	TOU-GS1A	222013-996597	2447 S ATLANTIC BLVD	COMMERCE	90040
COMMERCE, CITY OF	1057	10622	4370755	9229	TOU-GS1A	222013-821363	GAGE/ZINDELL	CITY OF COMMERCE	90040
COMMERCE, CITY OF	1057	10624	4370755	4952	TOU-GS1A	222013-683327	1542 GARFIELD AVE	COMMERCE	90022
COMMERCE, CITY OF	1057	10625	4370755	9229	TOU-GS1A	211010-043587	6333 GARFIELD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10626	4370755	9229	TOU-GS1A	222012-880837	7300 E GAGE AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10631	4370755	9229	TOU-GS1A	211010-068884	6230 PACIFIC DR	COMMERCE	90040
COMMERCE, CITY OF	1057	10633	4370755	4952	TOU-GS1A	255000-004992	1542 GARFIELD AVE	COMMERCE	90022
COMMERCE, CITY OF	1057	10635	4370755	9229	TOU-GS1A	211010-043833	6009 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10636	4370755	9229	TOU-GS1A	211010-043836	5703 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10637	4370755	9229	TOU-GS1A	211010-044427	6250 E SLAUSON AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10638	4370755	9229	TOU-GS1A	211010-017415	6350 E SLAUSON AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10639	4370755	9229	TOU-GS1A	211010-045775	6101 E SLAUSON AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10640	4370755	9229	TOU-GS1A	211010-058499	5908 E SLAUSON AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10641	4370755	9229	TOU-GS1A	211010-015542	5910 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10644	4370755	9229	TOU-GS1A	211010-015323	2559 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10646	4370755	9229	TOU-GS1A	211010-013474	2662 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10648	4370755	9229	TOU-GS1A	211010-015969	5465 E EVERINGTON	COMMERCE	90040
COMMERCE, CITY OF	1057	10649	4370755	4941	TOU-GS1A	211010-053809	6155 E WASHINGTON BLVD	COMMERCE	90040
COMMERCE, CITY OF	1057	10650	4370755	4941	TOU-GS1A	254000-011360	6251 WASHINGTON	COMMERCE	90040
COMMERCE, CITY OF	1057	10651	4370755	7999	TOU-GS1A	222013-738567	4725 ASTOR AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	10652	4370755	9229	TOU-GS1A	222012-609986	6901 WATCHER ST	COMMERCE	90040
COMMERCE, CITY OF	1057	10653	4370755	7999	TOU-GS2B	V349N-000329	6364 ZINDELL AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	17627	4370755	9229	TOU-GS1A	254000-009946	5550 HARBOR ST	COMMERCE	90040
COMMERCE, CITY OF	1057	53371	4370755	9229	TOU-GS1A	211010-044951	2315 GARFIELD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	122949	35849611	5992	TOU-GS2B	223000-011665	2340 S ATLANTIC BLVD	COMMERCE	90040
COMMERCE, CITY OF	1057	434586	4370755	9229	TOU-GS1A	211010-044327	2698 GARFIELD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	434587	4370755	9229	TOU-GS1A	211010-044328	2530 GARFIELD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	771759	4370755	7999	TOU-GS2B	259000-029799	1466 S MCDONNELL AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	1166023	4370755	9229	TOU-GS1A	211010-015963	5541 HARBOR ST	COMMERCE	90040
COMMERCE, CITY OF	1057	1166024	4370755	7999	TOU-GS1A	223000-010907	5550 HARBOR ST	COMMERCE	90040
COMMERCE, CITY OF	1057	1166058	4370755	9229	TOU-GS1A	211010-047092	2427 GARFIELD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	1470515	4370755	4899	TOU-GS1A	211010-046495	6005 TELEGRAPH RD	COMMERCE	90040
COMMERCE, CITY OF	1057	3134888	4370755	9229	TOU-GS1A	222012-602266	6300 GREENWOOD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	3463955	4370755	9229	TOU-GS1A	211010-015959	2163 S EASTERN AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	3692979	4370755	7999	TOU-GS2B	259000-028208	465 S HIGHWAY-173	LAKE ARROWHEAD	92352
COMMERCE, CITY OF	1057	5163814	4370755	4111	TOU-GS1A	222013-144897	6433 E 26TH ST	COMMERCE	90040
COMMERCE, CITY OF	1057	8387297	4370755	9532	TOU-GS2B	255000-001811	5625 JILLSON ST	COMMERCE	90040
COMMERCE, CITY OF	1057	8682096	4370755	9199	TOU-GS1A	222012-880877	6300 E WASHINGTON BLVD	COMMERCE	90040
COMMERCE, CITY OF	1057	10334693	4370755	8231	TOU-GS2B	259000-027281	2269 S ATLANTIC BLVD	COMMERCE	90040
COMMERCE, CITY OF	1057	10709225	4370755	9229	TOU-GS1A	211010-044325	2500 GARFIELD AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	11293463	4370755	9532	TOU-GS1A	222012-875272	5605 JILLSON ST	COMMERCE	90040
COMMERCE, CITY OF	1057	12479751	4370755	4111	TOU-GS2B	259000-078207	5551 JILLSON ST	COMMERCE	90040
COMMERCE, CITY OF	1057	12993195	4370755	9111	TOU-GS2B	259000-027718	2555 COMMERCE WAY	COMMERCE	90040
COMMERCE, CITY OF	1057	14882700	4370755	9229	TOU-GS1A	222012-871288	7601 E SLAUSON AVE	COMMERCE	90040
COMMERCE, CITY OF	1057	15419200	4370755	9229	TOU-GS1A	322010-288690	5333 STEVENS PL	COMMERCE	90040
COMMERCE, CITY OF	1057	22116599	248248403	9229	TOU-GS1A	222012-880878	6680 TELEGRAPH RD	COMMERCE	90040
COMMERCE, CITY OF	1057	25696691	4370755	9229	TOU-GS1A	211010-046422	5500 TELEGRAPH RD	COMMERCE	90040
COMMERCE, CITY OF	1057	25696744	4370755	9229	TOU-GS1A	222010-132057	1445 S WOODS AVE UNIT A	LOS ANGELES	90022
COMMERCE, CITY OF	1057	34786679	323037838	9229	TOU-GS1A	222012-871812	7546 BANDINI	COMMERCE	90040
COMMERCE, CITY OF	1057	38670991	345568067	9229	TOU-GS1A	222013-728425	5404 FERGUSON PED	COMMERCE	90040
COMMERCE, CITY OF	1057	43723149	377594841	9229	TOU-GS1A	222014-045748	6110 GARFIELD PED	COMMERCE	90040
COMMERCE, CITY OF	1057	44527415	351638564	9229	TOU-GS1A	222014-064881	2605 LEO AVE 2GS-1	COMMERCE	90040
COMMERCE, CITY OF	1057	44527421	351638564	9229	TOU-GS1A	222014-060686	2619 FIDELIA AVE PED1	COMMERCE	90040
COMMERCE, CITY OF	1057	44527440	351638564	9229	TOU-GS1A	222014-060687	2619 FIDELIA AVE PED2	COMMERCE	90040
COMMERCE, CITY OF	1057	44859946	382864015	9229	TOU-GS1A	222014-064507	2461 O NEILL AVE 2GS-1	COMMERCE	90040
COMMERCE, CITY OF	1057	45098251	386928667	9229	TOU-GS1A	222010-521793	2508 EASTERN AVE 2GS-1	COMMERCE	90040