

RENEWABLE ENERGY CREDITS PURCHASE AND SALE AGREEMENT (“Agreement”)

Buyer:	City of Madison	Address: 210 MLK Jr. Blvd, CCB Room 115 Madison, WI 53703
Buyer Contact :	Contact Name: Jeanne Hoffman	Contact Telephone Number: 608-266-4091 Contact E-mail: jhoffman@cityofmadison.com
Seller:	Butter Solar, LLC	Address: 2003 Western Avenue, Suite 225 Seattle WA 98121
Seller Contact:	Contact Name: Bill Eddie	Contact Telephone Number: 503-232-3852 Contact E-mail: bill@oneenergyrenewables.com
Effective Date:	_____, 2018	
Definitions:	<p>“Renewable Energy Credit” or “REC” means the Environmental Attributes and Reporting Rights associated with the generation of one (1) megawatt-hour of energy by a renewable energy facility.</p> <p>“Environmental Attributes” means those aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by a renewable energy facility, including any and all the environmental, power source, and emission characteristics, credits, allowances, emissions reductions, offsets, and benefits, howsoever entitled, attributable to the generation of electricity from such facility and its displacement of generation from non-renewable energy resources, include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur dioxide (SO_x), nitrogen oxides (NO_x), and carbon monoxide (CO); and further includes any avoided emissions of carbon dioxide (CO₂) and any other greenhouse gas (“GHG”) that contributes to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere.</p> <p>“Reporting Rights” means the right to report and register the exclusive ownership of the Environmental Attributes and any Compliance Instruments in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer’s discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.</p>	
Product:	<p>100% of the RECs generated by the Argyle, Cumberland, Elroy, Fennimore and New Lisbon Solar photovoltaic projects (“Facilities”).</p> <p>RECs shall be <u>eligible for use</u> under the Green-e Energy program operated by Center for Resource Solutions. <u>Seller is not obligated to participate as a certified seller under the Green-e Energy program.</u></p>	
Quantity:	100% of RECs generated by the Facilities during the Term, estimated to be 20,910 per year. The expected annual quantity from each Facility is identified in Exhibit A.	
Term:	The Term of this Agreement shall commence on the Effective Date and continue until the twenty-fifth anniversary of the commercial operation date of each Facility. Seller shall provide Buyer with a copy of a letter from the Upper Midwest Municipal Utility Group to demonstrate the date of commercial operation for each Facility.	
Purchase Obligation and Price:	<p>Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Product pursuant to following payment and price schedule:</p> <p>Fiscal Year 2019 (January 1, 2019-December 31, 2019) : A payment of \$389,059 due to Seller 90 days after the commercial operation date of the New Lisbon Solar Facility, which is full payment for 100% of the RECs to be produced by such Facility during the entire Term (“Prepayment 1”); and \$4.75 per REC to be produced by the Argyle Solar, Cumberland Solar, Elroy Solar and Fennimore Solar Facilities during their first year of operation.</p> <p>Fiscal Year 2020 (January 1, 2020-December 31, 2020) : A payment of \$354,170 due to Seller on or before January 31, 2020 which is full payment for 100% of the RECs to be produced by the Cumberland Solar Facility during the remainder of the Term (“Prepayment 2”); and \$4.75 per REC to be produced by the Argyle Solar, Elroy Solar, and Fennimore Solar Facilities during their second year of operation.</p>	

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	<p>Fiscal Year 2021 (<u>January 1, 2021-December 31, 2021</u>): A payment of \$390,962 due to Seller on or before January 31, 2021 which is full payment for 100% of the RECs to be produced by the Fennimore Solar Facility during the remainder of the Term ("Prepayment 3"); and \$4.75 per REC to be produced by the Argyle Solar, and Elroy Solar Facilities during their third year of operation.</p> <p>Fiscal Year 2022 (<u>January 1, 2022-December 31, 2022</u>): A payment of \$170,308 due to Seller on or before January 31, 2022 which is full payment for 100% of the RECs to be produced by the Elroy Solar Facility during the remainder of the Term ("Prepayment 4"); and \$4.75 per REC to be produced by the Argyle Facility during Fiscal Year their fourth year of operation.</p> <p>Fiscal Year 2023 (<u>January 1, 2023-December 31, 2023</u>): A payment of \$91,715 due to Seller on or before January 31, 2023 which is full payment for 100% of the RECs to be produced by the Argyle Solar Facility during the remainder of the Term ("Prepayment 5").</p>
Transfer of RECs:	No later than 30 days after the end of each calendar quarter, Seller shall transfer RECs generated during such calendar quarter to Buyer via the attestation form approved by the Green-e Energy program for transfer of Green-e Energy <u>eligible</u> RECs.
Reimbursement for Under-Performance	In the event that any Facility does not generate at least 95% of the expected generation amount (after factoring degradation) as identified in Exhibit A ("Minimum Annual Quantity") during any Fiscal Year during the Term, then the difference between the Minimum Annual Quantity and the actual generation of such Facility shall be the Shortfall Amount. No later than 30 days following the end of any Fiscal Year, Seller shall pay to Buyer an amount equal to any Shortfall Amount for such Fiscal Year multiplied by \$4.75 per REC ("Shortfall Payment"). If Seller's obligation to make a Shortfall Payment arises prior to December 31, 2022, Seller may credit the Shortfall Payment on Seller's next invoice to Buyer.
Payments:	Seller shall invoice Buyer for each Prepayment no later than 30 days prior to the due date for such Prepayment. Seller shall invoice Buyer for other payments not later than three (3) business days after transfer of RECs. Payment by Buyer to Seller shall be due thirty (30) business days after Buyer's receipt of each Seller invoice. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the parties. If either party fails to remit any amount payable when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.
Appropriation of Funds	Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as binding upon Buyer to expend any sum in excess of the appropriations made by the Common Council of the City of Madison ("Council") in furtherance of the subject matter of this Agreement. In the event the Council does not make an adequate appropriation of funds during any fiscal year for the purchase of RECs pursuant to this Agreement ("Non-Appropriation Event"), then (a) Seller shall not be obligated to deliver RECs during that fiscal year, excepting RECs generated by Facilities for which Buyer has completed a Prepayment, (b) Buyer's obligation to make any payment shall be suspended until the end of the Non-Appropriation Event without any damages or penalties to Seller, and (c) Seller may, but is not obligated to, terminate this Agreement as it applies to Facilities for which Buyer has not completed a Prepayment, without payment of any damages or penalties to Buyer. During any Non-Appropriation Event and continuing for a two-year period following the commencement of such Non-Appropriation event, Buyer shall not purchase RECs or other forms of renewable energy products from any other person other than Seller. This paragraph shall survive the termination or expiration of this Agreement.
Affirmative Action	<p>A. The following language applies to if Seller employs fifteen (15) or more employees (MGO 39.02(9)(c)):</p> <p>The Seller agrees that, within thirty (30) days after the effective date of this Agreement, Seller will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.</p> <p>If the Contract is still in effect, or if the City enters into a new Agreement with the Seller, within one year</p>

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after the date on which the form was required to be provided, the Seller will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Seller further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Seller are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Seller agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Seller, and if the referral is timely. A referral is timely if it is received by the Seller on or before the date stated in the notice.

The Department will determine if Seller is exempt from the above requirements (Sec. A.) at the time the Request for Exemption in B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Seller is exempt from the Articles of Agreement in section B.(5) of this Agreement and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Seller is not exempt, sec. B.(5) shall apply and Seller shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Agreement.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Agreement is presented for signature, if the Seller is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Agreement and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Seller shall take affirmative action in accordance with the provisions of this Agreement to insure that applicants are employed, and that employees are treated during employment without regard to race,

religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Seller. The Seller agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Agreement.

ARTICLE II

The Seller shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Seller shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Seller's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Seller agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Seller warrants and certifies that one of the following paragraphs is true (check one):

- Seller has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- Within thirty (30) days after the effective date of this Agreement, Seller will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Agreement, it will complete a model affirmative action plan approved by the Madison Common Council.
- Seller believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Agreement, a form required by the City to confirm exempt status based on number of employees. If the City determines that Seller is not exempt, the Articles of Agreement will apply.
- Seller believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the Agreement takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Seller is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Seller agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Seller agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Seller will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

	<p>ARTICLE VII</p> <p>In the event of the Seller's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Agreement or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:</p> <p>A. Cancel, terminate or suspend this Agreement in whole or in part.</p> <p>B. Declare the Seller ineligible for further City contracts until the Affirmative Action requirements are met.</p> <p>C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.</p> <p>ARTICLE VIII</p> <p>(This Article applies to public works contracts only.)</p> <p>The Seller shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Seller shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.</p> <p>ARTICLE IX</p> <p>The Seller shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)</p>
<p>General Terms and Conditions:</p>	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that as of and at the time of each transfer hereunder (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60) days; or otherwise becomes bankrupt or insolvent (however evidenced).</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon fifteen (15) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.</p> <p>If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied</p>

by the quantity of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the quantity of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the quantity for any RECs delivered to Buyer for which Seller has not been paid.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Indemnification. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

Non-Discrimination: In the performance of this Agreement, Seller agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Seller further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by

negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Madison, Wisconsin. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

FOR Seller, Butter Solar, LLC

_____ Date

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FOR Buyer, the City of Madison

Paul R. Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

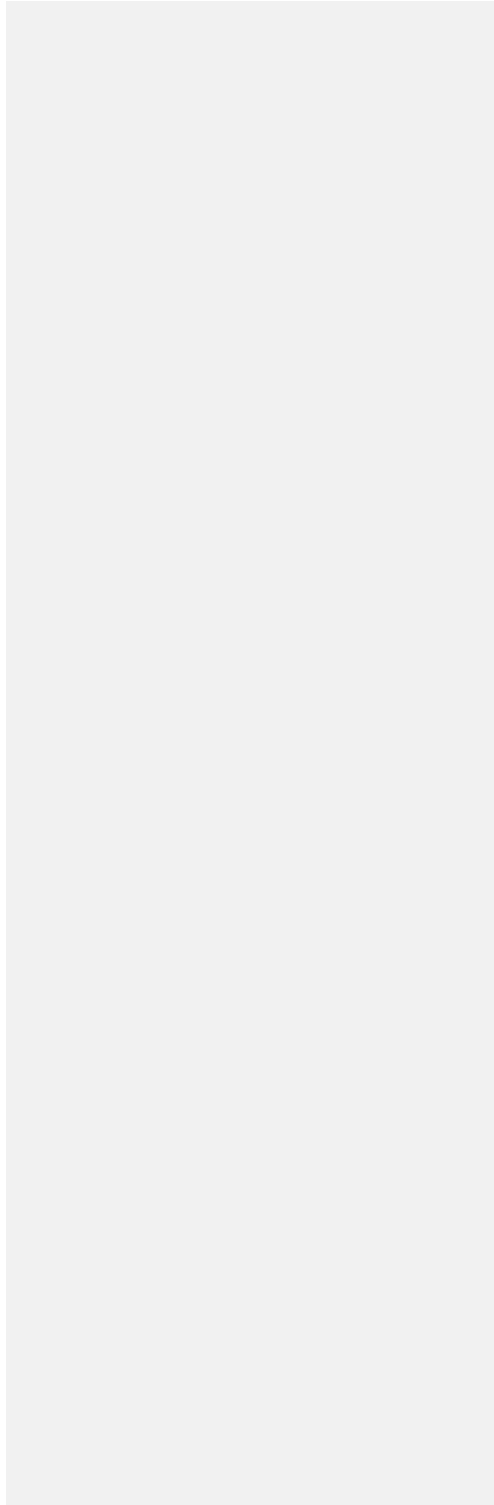
Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES ____ - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.



**EXHIBIT A
FACILITIES**

Project Location	MWdc	Expected COD	Expected Generation (Year 1 MWh)	Expected Generation Degradation
Argyle	1.1	6/1/2019	1,643	0.5%
Cumberland	3.4	6/1/2019	5,038	0.5%
Elroy	2.0	6/1/2019	2,836	0.5%
Fennimore	4.1	6/1/2019	6,291	0.5%
New Lisbon	3.4	6/1/2019	5,102	0.5%
TOTAL	14		20,910	

EXHIBIT B
Green-e Energy Attestation Form

