

SINGLE MEMBER SERVICES AGREEMENT
by and between the
CITY OF LODI
and the
NORTHERN CALIFORNIA POWER AGENCY

ATTACHMENT A
ADVISORY SERVICES

In accordance with the terms and conditions of the Single Member Services Agreement for Special Transactions by and between the City of Lodi and the Northern California Power Agency (“Lodi SMSA”) dated July 11, 2012, Northern California Power Agency (“NCPA”) may provide certain Advisory Services to the City of Lodi (“Member”). Advisory Services includes technical, economic, financial, legal, risk and credit analysis, and other advice of a professional manner. Member has requested NCPA to provide Advisory Services as described herein, and NCPA has agreed to provide such Advisory Services in consideration of the costs of such activities as described herein.

Scope of Advisory Services

Member has entered into a Power Purchase Agreement (“PPA”) among RE Astoria 2 LLC, Southern California Public Power Authority (“SCPPA”), Power and Water Resources Pooling Authority (“PWRPA”), and the cities of Lodi, Corona, Moreno Valley and Rancho Cucamonga (collectively referred to as the “Cities”), to take energy and capacity output, including any associated renewable attributes, from the RE Astoria 2 solar facility (“Project”). Member has also entered into the Astoria 2 Solar Project Buyers Joint Project Agreement (“Buyers Joint Project Agreement”) among SCPPA, PWRPA and the Cities, under which SCPPA shall act as the buyers’ agent regarding administration of the PPA.

While SCPPA shall act as the buyers’ agent for certain activities, pursuant to the Buyers Joint Project Agreement, Member shall remain responsible for certain roles and responsibilities as further described in the PPA and Buyers Joint Project Agreement. Member has requested NCPA to act on behalf of member as Member’s Agent regarding management of Member’s obligations as set forth in the PPA and the Buyers Joint Project Agreement.

Pursuant to this Attachment A, NCPA agrees to act on behalf of Member as its agent for certain duties and responsibilities as specified in the PPA and Buyers Joint Project Agreement (“Advisory Services”). Advisory Services shall include, but are not limited to: (i) contract management and administration, (ii) monitoring development, implementation and operation

of the Project, and (iii) representing Member on the Buyers Joint Project Committee. The regular duties to be performed by NCPA are expected to include the following:

- Receive communications from and provide timely response to SCPPA including, but not limited to, notices, studies, reports, and compliance status regarding Project development, construction, implementation and operation;
- Provide a monthly summary of all communications received from SCPPA and/or the Project developer to Member;
- Consult with and make necessary recommendations to Member on decisions and/or actions required pursuant to the PPA and Buyers Joint Project Agreement;
- Process any and all invoices from SCPPA on behalf of Member, to the extent applicable, in a timely manner;
- Accept on behalf of and transfer all Renewable Energy Credits (RECs) associated with the Project to Member in a timely manner; and
- Attend Committee meetings (either in person or remotely) and act as Member's authorized representative.

Cost of Advisory Services

NCPA shall invoice Member for all costs associated with work performed on behalf of Member as described herein on a time and material basis through the All Resources Bill, and by executing this Attachment A Member hereby agrees to compensate NCPA for any and all costs associated with NCPA's provision of Advisory Services described herein.

Pursuant to the terms and conditions of the Lodi SMSA and this Attachment A, the undersigned hereby approves the scope of Advisory Services described herein. The Parties have caused this Advisory Services Attachment A to be executed on this ____ day of _____, 20__.

CITY OF LODI

NCPA

By:

Date:

APPROVED AS TO FORM:

By: Randy Howard

Date:

APPROVED AS TO FORM

Michael Dean, General Counsel