

ELECTRIC RATE SCHEDULES

SMALL QF SERVICE**AVAILABILITY**

Available to CORE Consumers who own and operate small renewable generators (Facility) that meet the requirements of a Qualifying Facility under the Public Utilities Regulatory Policy Act, as amended, and its regulations 18 CFR 292.101 et seq. with nameplate capacity no greater than 500 kW (small QFs). Service under this rate schedule is subject to CORE's Rates and Regulations.

APPLICABILITY

Applicable to all Consumers who operate qualifying generation with nameplate capacity greater than the requirements for net metering specified in Colorado Revised Statutes 40-9.5-118(2)(e), as may be amended, in parallel with CORE's distribution facilities. Applicable on an optional basis to any Consumer who is otherwise eligible for net metering. All eligible Consumers selecting this rate must remain on this rate for a minimum of twelve (12) consecutive months.

Service under this rate must be accompanied by service under an applicable rate schedule for provision of electrical service from CORE. Small QF Service is not available to Consumers who charge a battery storage system from the grid.

Consumer shall comply with all requirements in CORE's Small Generator Interconnection Procedure and enter into a Small Generator Interconnection Agreement prior to installing or operating its generator.

Prior to starting service under this rate schedule, Consumers shall submit a signed statement acknowledging the conditions of service for the Small QF Service.

TYPE OF SERVICE

Single or three-phase service, as available, sixty (60) cycle, at available secondary voltage.

POWER PURCHASE

CORE shall purchase all exported energy measured by a single billing meter located at the point of interconnection between CORE's Facilities and the Consumer's premise. This purchase will include any power and capacity exported from Consumer's premise. Payment shall be calculated by multiplying Consumer's exported energy, in kWh, by CORE's avoided cost as published on its website and updated at CORE's sole discretion. Exported energy is not subject to the Wholesale Power Cost Adjustment Rider.

CORE may offer multiple compensation rates, including without limit seasonal or time-differentiated pricing. Consumer may elect to change its compensation rate no more than once in any consecutive twelve (12) month period.

Consumer shall reimburse CORE for any charges related to Consumer's generation which are imposed by any third-party having authority to do so, including without limitation, a Balancing Authority, Regional Transmission Organization, or Independent System Operator.

PAYMENTS

CORE shall make payments to the Consumer taking service under this rate schedule on a like term with the normal billing schedule applicable to the retail service applicable to Consumer's premise. CORE, at its sole

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discretion, may provide a bill credit or pay the Consumer for exported energy subject to this tariff. CORE may apply any payment under this rate schedule to any amount due for electric service for the Consumer.

MINIMUM MONTHLY CHARGE

The minimum charge shall be the basic service charge specified in the rate schedule applicable to Consumer's premise.

PAYMENT

The above rates are net of taxes, franchise fees and any other mandated surcharges.

GOVERNMENTAL MANDATED FACILITY CHANGES

This rate schedule is subject to Part V - Extension Regulations, Governmental Mandated Facility Changes.

CONDITIONS OF SERVICE

1. Consumer represents and warrants that the execution, delivery, and receipt of service under this rate schedule are within its powers.
2. Consumer represents and warrants it is capable of assessing the merits and risks of this rate schedule and has made its own independent decision to request service under this rate schedule.
3. Consumer will obtain and maintain all regulatory authorizations necessary for it to legally perform its obligations under this rate schedule.
4. Consumer will perform its obligations under this rate schedule in a manner that does not violate any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it.
5. Consumer hereby assigns all RECs from the Facility to CORE and has not conveyed, transferred, or assigned such attributes to any third party.
6. CORE acknowledges and agrees that it is not entitled to state and federal tax credits, in existence or hereinafter created, related to the purchase, ownership, and operation of the Facility.
7. Title to and risk of loss related to electricity generated at the Facility will transfer from the Consumer to CORE at the Point of Interconnection.
8. Consumer will deliver to CORE electricity that is free and clear of liens, security interests, claims and encumbrances or any interest arising prior to the Point of Interconnection.
9. Consumer is responsible for all third-party charges, taxes, fees, costs, levies, and fine, including those from federal, state or local governments or agencies, associated with the production and sale of energy and RECs.
10. If any third-party charges, taxes, fees, costs, levies, and fine, including those from federal, state or local governments or agencies, are assessed for the sale of electricity or RECs by Consumer to CORE, such charges shall be charged to CORE, and Consumer shall be responsible for remitting any such amount to the assessing entity. If such charges are assessed, CORE reserves the right to adjust the price it pays for energy delivered to it to accurately reflect CORE's avoided cost.
11. CORE, its authorized agents, employees, and inspectors will have the right to inspect the Facility on reasonable advance notice during normal business hours and for any purposes reasonably connected with this rate schedule.

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12. CORE and Consumer (referred to individually as Party) shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations to third parties arising out of or resulting from any action or inaction under this rate schedule by the Party, its agent, contractor, assignee, or representative, except in cases of negligence or intentional wrongdoing by the indemnified Party. All indemnity rights will survive the termination of this rate schedule or termination of Consumer's participation in this rate schedule.
13. Neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or other indirect or direct business interruption and system failure damages, by statute, in tort, or contract unless expressly provided herein.