



**Public Utility District No. 1 of Okanogan County's Sunny Okanogan Community Solar Project
GENERAL PROJECT DESCRIPTION AND PARTICIPATION AGREEMENT**

Thank you for your interest in the Public Utility District No. 1 of Okanogan County's ("OKPUD") Sunny Okanogan Community Solar ("Project"). Upon signing this Agreement, you agree to be bound by conditions of this Project, as outlined herein, including the accompanying terms and conditions (collectively the "Agreement"). This Agreement applies to your participation in the Sunny Okanogan Community Solar Project, located at 725 Old Highway 97, Brewster, Washington 98840.

Please verify your information, review the Agreement terms, and return the signed document to the following address. Please also initial the bottom of Exhibit A.

**Public Utility District No. 1 of Okanogan County
ATTN: Sunny Okanogan Community Solar
1331 Second Ave N.
PO Box 912
Okanogan, WA 98840**

Participant Information:

Customer Name: _____

Account Number: _____

Service Address for the Account Number listed above: _____

Email address: _____

Mailing Address (if different than above): _____

Telephone Number: _____

Requested Participation:

Sunny Okanogan Community Solar Project: _____ Solar Units (maximum of 100 Solar Units per account)

Total Number of Solar Units (Solar Units are \$100 each):

The number of units cannot be changed once the Agreement is signed. If you have questions regarding your participation level, please call Energy Services at 509-422-8428.

Total Enrollment Fee: \$ _____ (number of solar units at \$100 each)

Payment is due in full by 5:00 PM PST, March 18, 2020 for customers who turned in an interest form. After this date, participation will be open to all customers on a first-come, first-served basis, with a payment due by 5:00 PM PST, Friday, March 27, 2020.

. Failure to make a payment by this due date will result in termination of this Agreement and Participant's loss of eligibility to participate in this Project.

OKPUD will accept payment for your solar units by mail or in person.

If paying by mail, mail the Agreement along with your check for your Participation Fee to the address listed above.

If paying in person, return the Agreement to any OKPUD offices - Cash, check and credit card (Visa or MasterCard) will be accepted in office. Credit card payments cannot be greater than \$2,500. Payments of \$2,501 or more must be made via check, cash, or money order.

To simplify your process, we recommend coming directly to the OKPUD at 1331 Second Ave. N, Okanogan.

Please check the box below if applicable:

- I plan to apply for a Washington State Production Incentive for solar energy generated by a separate solar system on my home or business (between now and 2029) *please include the OKPUD account number where the system is located if different from above _____

Please note, the annual WA State Production Incentive is limited to a maximum of \$5,000.00 annually, per household. If you are collecting an incentive for an at-home solar system and also participating in OKPUD's Sunny Okanogan Community Solar Project, the annual incentive for both systems (combined) is still limited to \$5,000.00. OKPUD will submit the WA State Production Incentive Form for all participating Sunny Okanogan Community Solar participants.

If you have questions about this process, please call the Energy Services Department 509-422-8428 or email at communitysolar@okpud.org.

PROJECT REGISTRATION

In March 2020, OKPUD will notify customers who turned in an interest forms by email or phone if an email was not provided of the opportunity to purchase units. Because there is a limited number of unit available, units may be purchased on a first-come, first-served basis. Customers may purchase in \$100 increments (\$100 - \$10,000). Customers may purchase up to 100 units. Only one request per household will be allowed to purchase units, regardless of the number of qualifying accounts the customer has OKPUD. All units must be paid for by 5:00 PM PST, Wednesday, March 18, 2020 for customers who turned in an interest form. After this date, participation will be open to all customers on a first-come, first-served basis, with a payment due by 5:00 PM PST, Friday, March 27, 2020.

When is the Participation Agreement due?

The signed participation agreement and full participation fee are due back to any OKPUD office by 5:00 PM PST, Wednesday, March 18, 2020 for customers who turned in an interest form. After this date, participation will be open to all customers on a first-come, first-served basis with a payment due by 5:00 PM PST, Friday, March 27, 2020.

If your agreement is not returned, the units will be reassigned to another eligible customer.

Can I email my signed Participation Agreement back to OKPUD?

Yes, we will accept signed and scanned copies of the participation agreement at communitysolar@okpud.org. After sending the signed agreement, you must mail or visit any OKPUD office to make full payment by 5:00 PM PST, Wednesday, March 18, 2020 for customers who turned in an

interest form. After this date, participation will be open to all customers on a first-come, first-served basis, with a payment due by 5:00 PM PST, Friday, March 27, 2020.

INCENTIVES & ENERGY CREDITS

Generated Energy Credits:

The Generated Energy Credit will be applied to the participant's OKPUD account once per year. The credit will be issued to the participant's November Public Utility District No.1 of Okanogan County bill, beginning in 2020. The credit will be issued each year as long as the Agreement is effective and the equipment in the selected Sunny Okanogan Community Solar project is operational. The credit may be reduced by OKPUD to pay for any unanticipated maintenance or repair costs of the Sunny Okanogan Community Solar project.

Projected WA State Production Incentive:

The annual WA State Production Incentives will be paid to the Participant once per year after the Utility receives the applicable tax credit from the State of Washington for this Program. The payment will be made annually between the months of August and December from 2021 through 2029. No WA State Production Incentives will be paid for generated energy after June 30, 2029.

Participant Acknowledgements, Authorizations and Warranties

Participant expressly acknowledges, agrees to, authorizes, understands and warrants as follows:

- Enrollment is only open to Public Utility District No. 1 of Okanogan County customers and is limited to 100 Solar Units. Participant must submit a signed Agreement to participate in the Program. Participation levels will be confirmed upon execution of the Agreement by OKPUD.
- Participant warrants that they meet the Eligibility Requirements contained in Section 2 of the Terms and Conditions.
- Participant must be 18 years of age or older and have full power and authority to sign this Agreement.
- Participant has read and understands the risks and uncertainties identified in Exhibit A to this Agreement.
- Participant understands that the primary motivation for participation in this program is the personal consumption of renewable energy generated in Okanogan County and not the expectation of profit or as a financial investment.
- Participant understands that OKPUD receives Washington State Production Credits in the form of a tax credit from the State of Washington for the Program. The Utility's obligation to pay this incentive to the Participant is conditioned upon receipt of this tax credit from the state.
- Participant has not relied upon any advice from, or any information provided by, OKPUD, or any of OKPUD's employees, directors, agents or affiliates, as to the prudence of Participant's participation in the Project. Participant understands that any questions or concerns about available tax credits, tax benefits, tax liability, incentives, and any other attributes of Participant's participation in the Project and Program, or any term or condition in this Agreement should be raised with Participant's tax or legal advisers or the appropriate governmental agencies. Participant acknowledges that there are a wide variety of limitations on tax incentives and other governmental programs, many of which will affect a participant's right to receive benefits under the Program, and Participant assumes the risk of all known and unknown limitations that now exist, as well as any limitations or restrictions that might be imposed in the future.
- Participant understands as part of this Agreement that OKPUD is subject to compliance with the Washington State Public Records Act, Chapter 42.56, RCW, and that this Agreement and any and all public records that are created as a part of this Agreement and/or the Project, may be requested by and disclosed to any member of the public as required by the Public Records Act. By signing this Agreement, Participant acknowledges that public records may be created and disclosed to any third parties as required by law without further notice or consent.
- Participant has valid contact information listed in the section above. OKPUD correspondence in regards to the Project will be conducted primarily via email unless other arrangements are made, and Participant hereby consents to the delivery of all applicable notices under this Agreement by email, to the email address provided by Participant from time to time under this Agreement or as otherwise contained in Participant's account records with OKPUD.
- Participant will generally receive confirmation of enrollment in the Program via e-mail within 10 business days of receipt of a completed Agreement.
- Participant hereby releases and shall defend, indemnify and hold harmless Public Utility District No. 1 of Okanogan County, its successors and assigns, and the commissioners, directors, officers, employees and agents of OKPUD and its successors and assigns from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by Participant.

- Participant has read, accepts and agrees to be bound by the terms and conditions contained within this Agreement.

PLEASE BE SURE TO INITIAL EXHIBIT A ON THE LAST PAGE.

Participant Signature: _____

Print Name: _____

Date: _____

Request for Transfer of Solar Unit(s) – see section 7.1.2 below

Please identify the Assignee for your Sunny Okanogan Community Solar Units below. *(optional- you only need to complete this if you are giving away your units to another OKPUD customer.)*

Assignee Name: _____

Assignee Address: _____

Assignee OKPUD Account Number: _____

Participant Signature: _____

Date: _____

Assignee Signature: _____

Date: _____

Utility Approval:

Signature

Name: Kimberly Johnson

Title: Project Manager

Date: _____

**SUNNY OKANOGAN COMMUNITY SOLAR PROJECT
TERMS AND CONDITIONS**

Section 1. Definitions

- 1.1 “Annual Incentive Payment” means the monetary credit received by a Participant based on their enrollment in the Program. The total value of the Annual Incentive Payment shall be the sum of the Participant’s eligible Generated Energy Credits and their eligible WA State Production Incentive Credit, as explained in Section 5 and Section 6.
- 1.2 “OKPUD” or “Utility” or “District” means Public Utility District No. 1 of Okanogan County
- 1.3 “Sunny Okanogan Community Solar” means the selected solar photovoltaic electricity generating facilities being developed by OKPUD at the Ophir substation site located at 725 Old Highway 97, Brewster, Washington 98840.
- 1.4 “Account” means the Participant’s active electric account with Public Utility District No. 1 of Okanogan County.
- 1.5 “Generation Credit” means a bill credit the Participant is eligible to receive on their Account based on the amount of electric energy produced by that portion of the Sunny Okanogan Community Solar selected by the Participant. *See Section 6.1.*
- 1.6 “Participant” means the person identified in this Agreement as the individual who is authorized to participate in the Project under the terms and conditions set forth herein, or any individual that is an authorized Assignee, in accordance with Section 7.
- 1.7 “Party” or “Parties” means either the Participant or OKPUD or both collectively depending upon the context.
- 1.8 “Project” means the Sunny Okanogan Community Solar project operated by OKPUD, under which this Agreement is structured.
- 1.9 “Service Address” means the real property location specified in this Agreement where the Participant receives electric service from OKPUD.
- 2.0 “Solar Unit” means the intangible equivalent of a 1/11 portion of one solar panel in the Sunny Okanogan Community Solar project.
- 2.1 “WA Investment Cost Recovery Incentive Rate” means the monetary rate for electricity production provided by the State of Washington’s Renewable Energy System Cost Recovery program as codified in Revised Code of Washington (RCW) Sections 82.16.110-140.
- 2.2 “Washington State Production Incentive Credits” means the amount paid by the Utility to the Participant based on the value of the tax credit the Utility receives (pursuant to RCW 82.16.110-140) for that portion of the Project attributed to the Participant’s Solar Units.

Section 2. Eligibility

Only Public Utility District No. 1 of Okanogan County customers with metered Accounts in good standing are eligible to enroll in the Program or to remain enrolled in the Program once accepted. Non-metered accounts are not allowed to participate in this Project.

Section 3. Enrollment Fee

Participant agrees to pay OKPUD a one-time Enrollment Fee of One Hundred Dollars (\$100.00) for each Solar Unit purchased by the Participant under the Project. Participant may not purchase more than 100 Solar Units in the Sunny Okanogan Community Solar project developed by OKPUD. In addition, the total 100 Solar Unit limit also applies collectively to other members in the Participants household at a specific Service Address.

Section 4. Term

Participation in the Program shall be effective upon Participant's payment of the Enrollment Fee and confirmation of enrollment by OKPUD on the date shown in the confirmation notice, which shall be emailed to the Participant. This Agreement shall continue until terminated as outlined herein or until the solar equipment upon which it is based is no longer functional (the Utility shall have the absolute discretion to determine if repairs are necessary or financially viable in the event that the solar equipment described in this Agreement malfunctions or is damaged).

This Agreement may be terminated by OKPUD for convenience at any time.

Section 5. Annual Incentive Payment(s)

In consideration of Participant's payment of the Enrollment Fee, and subject to all the terms and conditions set forth herein, the Participant shall receive the following financial benefits, which shall be an amount based on the eligible WA State Production Incentive Credits generated by the Solar Unit(s) purchased by the Participant under the Project. The Participant shall receive a WA State Production Incentive starting in 2021, which shall continue until the end of the WA State Production Incentive Credits currently set to expire on June 30, 2029. The participant shall also receive an annual Generated Energy Credit (starting in 2020) based on the amount of energy generated by the Solar Unit(s) purchased by the Participant under the Project.

- 5.1 The WA State Production Incentive Credits will be paid in the form of a check and shall be mailed to the Participant via USPS to the Service Address or designated mailing address provided if mail is not accepted at the service address.
- 5.2 The Generated Energy Credits will be paid in the form of a credit to the Participant's Utility Account.

Section 6. Calculation of the Annual Incentive Payment(s)

The Annual Incentive Payment shall be the sum of the value of the Generated Energy Credits and the WA State Production Incentive Credits that the Participant is eligible to receive under the Program. These amounts shall be calculated as follows:

- 6.1 The value of the Generated Energy Credits shall be determined by calculating the amount of kilowatt hours (kWh) produced by all the solar panels in the Sunny Okanogan Community Solar Project for the given year, dividing that number by the number of total Solar Units for that project (to determine amount of generated power represented by each Solar Unit), then taking that number and multiplying it by the number of Solar Units purchased by the Participant in that Project (to calculate the amount of generated power represented by the Participant's Solar Units), then finally taking that number and multiplying it by OKPUD's \$0.05/kWh rate, which was approved by the Board of Commissioners. OKPUD's rates are set by OKPUD Board of Commissioners and recorded by resolution. The Generated Energy Credit will be paid in the form of a credit to the Participant's Utility Account during the month of November, starting in 2020.
- 6.2 The value of the WA State Production Incentive Credits shall be determined by calculating the amount of kilowatt hours (kWh) produced by all the solar panels in the selected Sunny Okanogan Community Solar Project for the given year, dividing that number by the number of total Solar Units for that project (to determine amount of generated power represented by each Solar Unit), then taking that number and multiplying it by the number of Solar Units purchased by the Participant in that project (to calculate the amount of generated power represented by the Participant's Solar Units), then finally taking that number and multiplying it by the WA Investment Cost Recovery Rate* amount (currently \$0.14 per kWh produced).

The Utility's payment of the annual WA State Production Incentive Credit is condition upon the Utility receiving an equivalent tax credit from the State of Washington attributed to the power production represented by the Participant's Solar Units.** This payment will be paid by check made out to the Participant and sent to the Service Address, or such other address identified by the Participant under this Agreement. Such payment shall be made between August and December of each year.

*The WA Investment Cost Recovery Rate shall be determined by the State of Washington. Pursuant to RCW 82.16.110-140, the State of Washington plans to offer an Investment Cost Recovery Incentive to participants in certain solar projects including utility-owned Community Solar Project(s) as defined in RCW 82.16.110(2)(a)(ii). While OKPUD has every reason to believe that these production incentives will be granted by the State of Washington to any eligible Participant, OKPUD makes NO representation or warranty, either express or implied, that the WA Investment Cost Recovery Incentive will be available or at what level it will be set.

**Utilities in the State of Washington can pay production incentives to qualified solar-generating customers (including Community Solar participants) within their service territories and earn a tax credit equal to the cost of the payments. The tax credit that a utility may claim cannot exceed the greater of \$250,000 or 1.5% of the utility's taxable power sales. The tax credit available for Sunny Okanogan Community Solar participants is capped at 25% of the 1.5% of the utility's taxable power sales. The incentive amount paid by a utility on behalf of the State may be proportionally reduced if requests for incentive payments exceed the tax credit cap available to that utility.

- 6.3 The Washington Administrative Code (WAC 458-20-273) dictates the rules for both the Sunny Okanogan Community Solar and Customer Renewable Energy Generation incentives. The WAC sets an **applicant limit**. No individual, household, business, or local governmental entity is eligible for incentive payments of more than five thousand dollars per year. If two or more individuals are living together in one household with one customer account with the light and power business these individuals are in one household and will only receive one \$5,000 annual limit.
- 6.4 For WA State Production Incentive Credits the amount of energy produced by the Project is determined each year on June 30th by measuring the power production from the project during the prior July 1st to June 30th period.
- 6.5 For the annual OKPUD utility bill credit the amount of energy produced by the Project is determined on October 31st by measuring the power production from the project during the prior November 1st to October 31st period.

Section 7. **Transfer of Solar Unit(s)**

- 7.1 If Participant terminates his or her Utility Account to which the benefits under this Project have been assigned, all prospective rights and benefits associated with Participant's Solar Units shall revert to OKPUD, unless Participant notifies OKPUD within sixty (60) days of such termination with a request to transfer the Solar Units. Upon such request, the Solar Units can be transferred to:
 - 7.1.1 the same Participant at a new Service Address with a qualifying OKPUD Utility Account; OR
 - 7.1.2 to the Participant's assignee that has a qualifying OKPUD Utility Account and meets eligibility requirements specified in Section 2. The Assignee will receive all prospective rights and benefits associated with the assigned Solar Unit(s), with the exception that they cannot transfer the Solar Unit(s).
- 7.2 Only ONE (1) transfer under Section 7.1.2 may be made during the Term of the Project.
- 7.3 If the Participant moves outside OKPUD's service territory and the Solar Units are not transferred by the Participant pursuant to Section 7.1, the Agreement will terminate and the Participant's Solar Unit will revert back to OKPUD. In the event that the Solar Units are transferred to an Assignee pursuant to Section 7.1, and that person later moves outside OKPUD's service territory, the Agreement will terminate and their Solar Units will also revert to the Utility.

Section 8. **No Pledge of Solar Unit(s)**

Participant may NOT pledge or hypothecate the Solar Unit(s) as security for repayment of any purpose. Except as expressly provided in Section 7 of this Agreement, Participant may not assign, sell, gift, bequeath or otherwise transfer any rights in the Solar Unit(s) to any other individual or entity.

Section 9. Participant Ownership of Environmental Attributes

- 9.1 OKPUD will not certify the Sunny Okanogan Community Solar Project or the environmental attributes generated by the system. OKPUD grants the ownership of environmental attributes of any kind, including renewable energy credits (RECs), which may be associated with the Participant's Solar Unit(s), to the Participant.
- 9.2 In addition to the limitation set forth in Section 8 above, Participant may not certify or transfer any environmental attributes generated by the Sunny Okanogan Community Solar Project.

Section 10. Disclaimer of Warranties

Participant acknowledges that, except to the extent specifically stated herein, OKPUD has NOT made any representation, warranty or promise with respect to any aspect of the performance, condition, value, risks or likelihood of success of the Program or the Solar Unit(s) enrolled to herein. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE SOLAR UNIT(S) ENROLLED IN BY THE PARTICIPANT ARE MADE AVAILABLE AS IS, WHERE IS, AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

Under no circumstances shall any Participant have a right to receive damages, whether compensatory, exemplary or otherwise, and whether arising in contract, tort or by other legal theory, relating to this Agreement or the Project in an amount that exceeds the amount of his or her Participation Fee, REDUCED BY the amount of any Incentive Payments and Energy Credits actually received by such Participant. In connection with any claims asserted under this Agreement or otherwise in connection with the Program, OKPUD may, without derogation or limitation of any other defenses available to OKPUD and without waiver of any rights or claims OKPUD might otherwise have against any person, terminate this Agreement and the Participant's interest in the Project, and may pay, as the Participant's sole and exclusive remedy, an amount equal to the Participation Fee of such Participant, less the amount of any and all Incentive Payments and Energy Credits received by or payable to Participant for his or her participation in the Program from the date of this Agreement until the termination date.

Section 11. No Effect on Electric Rates and Tariffs

Nothing in this Agreement shall be deemed to alter, modify, or limit any rate, charge or condition of service (including any policies, fees, charges or assessments) established from time to time by OKPUD for electric service. All such rates, charges, or policies shall remain subject to change at any time by the Utility. Participant acknowledges and agrees that the Utility Account and accompanying bill to which the Annual Incentive Payment associated with the Participant's Solar Unit(s) shall be applied, shall reflect those rates and charges established or changed from time to time by OKPUD. Enrollment in the Project shall not give Participant any increased or augmented right to contest or otherwise affect the determination of any rates or charges by OKPUD for electric services.

Section 12. Ownership of the Sunny Okanogan Community Solar Project Equipment

OKPUD will have sole ownership, possession, and control of the Sunny Okanogan Community Solar Project and associated equipment, and will have the exclusive right to maintain and operate such equipment. Enrollment in the Project does not and shall not be construed to convey any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Sunny Okanogan Community Solar Project or its associated equipment or improvements, or any equipment of OKPUD.

Section 13. Access to Solar Equipment at the Sunny Okanogan Community Solar Project

Participant will not have access to the generating, interconnection, metering, data acquisition or other related solar equipment at the Sunny Okanogan Community Solar Project for any purpose, without prior written approval of OKPUD. Such access may be withheld or granted in OKPUD's sole discretion.

Section 14. Force Majeure

Neither OKPUD nor the Participant shall be liable for breach of this Agreement occasioned by any act of God, labor disturbance, act of the public enemy, war, act of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the Party's reasonable control.

Section 15. **Limitation of Liability**

PARTICIPANT UNDERSTAND AND AGREES THAT UNDER NO CIRCUMSTANCES WILL OKPUD TOTAL LIABILITY TO PARTICIPANT FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF PARTICIPANT'S ENROLLMENT FEE REDUCED BY ANY ENERGY GENERATION CREDITS OR WA STATE PRODUCTION INCENTIVE CREDITS PAID TO PARTICIPANT UNDER THIS PROGRAM.

IN NO EVENT SHALL OKPUD, ITS EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER OKPUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 16. **Notices**

Except for the initial confirmation of enrollment, all notices, requests, consents, and other communications under this Agreement will be submitted by email for OKPUD, as set forth herein, or the Participant's Service Address (unless a different mailing address is identified by Participant in this Agreement).

Section 17. **Binding Effect**

This Agreement shall be binding and inure to the benefit of the Participant and OKPUD and their permitted successors and assigns.

Section 18. **No Third Party Beneficiaries**

This Agreement is intended solely for the benefit of the Participant and OKPUD. Nothing in this Agreement shall be construed to create any right or duty to, or standard of care with reference to, or any liability to, any person or business entity not a party to Agreement.

Section 19. **No Waiver**

Neither Party's failure to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter or any other matter. If a Party at any time waives its rights with respect to a default under this Agreement or any other matters arising in connection with this Agreement, the waiver shall not be effective unless it is set forth in a written notice signed by the waiving Party. A waiver with respect to one default or matter shall not be a waiver of any other default or matter.

Section 20. **Governing Law/Jurisdiction/Venue**

This Agreement shall be deemed to have been made in, and shall be construed under, the laws of the State of Washington, without regard to the principles of conflicts of laws thereof. The Parties acknowledge and agree that a court of competent jurisdiction located in Okanogan County, Washington shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

Section 21. **Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of both Parties.

