

Community Solar Subscription Agreement

This Community Solar Subscription Agreement (this “**Agreement**”) sets forth the terms and conditions under which [Customer Name], a [insert corporation type], and [Project Co], a limited liability company, are entering into an Agreement for Customer to subscribe to a portion of the electric generating capacity of a photovoltaic community renewable solar generation facility (the “**Facility**”) for the Term of this Agreement in order to receive Bill Credits (“**Subscription**”). In this Agreement, [Customer Name] may be also referred to as “**Subscriber**” or “**Customer**”, and [Project Co] may also be referred to as “**Company**”. Customer and the Company shall collectively be referred to herein as the “**Parties**” and individually as a “**Party**.”

1. **Introduction.**

This Agreement, with the Effective Date as of the date of the last signature, is a legally binding agreement between the Parties (and their permitted successors and assigns). This Agreement and the Facility listed in Appendix A are subject to the Illinois laws, rules, and utility tariffs enabling community solar and bill crediting for Subscribers (“**Community Solar Laws**”), and, if applicable and as listed on Appendix A, the Illinois Shines Community Solar Program (the “**Incentive Program**”). The Community Solar Laws and Incentive Program (if applicable) are collectively referred to herein as the “**Community Solar Program**.”

If the Facility is participating in the Incentive Program as noted in Exhibit A, the additional requirements of Appendix B shall apply. The required disclosure form is included as Appendix E (“**Disclosure Form**”) and will be executed prior to either (i) this Subscription Agreement or (ii) a later assignment of Customer or its Customer Accounts to a different Facility participating in the Incentive Program, as applicable and as required by Community Solar Laws. Customer acknowledges that the Disclosure Form included as Appendix E may change as required by Community Solar Law or Incentive Program Requirements from time to time, and, if a Disclosure Form is to be executed at a later date, the Disclosure Form will be updated to be the form in effect at the time of its execution. In the event of any inconsistency between an executed Disclosure Form and the terms of this Agreement, the terms of this Agreement will prevail.

2. **General Information.**

- a. As provided by the Community Solar Program and as further explained in Sections 4 and 6, Company will allocate Customer’s accounts listed on Appendix A (“**Customer Accounts**”) to the Facility listed in Appendix A, and Utility will allocate Bill Credits to Customer’s bill based on actual solar energy generation from the Facility, the Subscription Size of each Customer Account, and the value on a kWh basis as determined by the Utility (“**Bill Credits**”). “**Utility**” means the local electric distribution company listed under Appendix A. “**Subscription Size**” means a percentage of the estimated Facility Solar Output to be allocated to the Customer Accounts, as determined by Company based on factors such as Customer’s historical usage and available capacity on the Facility. The estimated Subscription Size for each Customer Account is set forth on Appendix A. The Subscription Size may vary from month to month.
- b. In exchange for the Customer receiving Bill Credits from the Utility, Company will charge Customer a fixed percentage of the Bill Credits it receives (“**the Subscription Fee**”) as set forth in Section 7(a). This arrangement will result in an overall reduction in Customer’s annualized electricity costs for the Customer Accounts.
- c. As described in this Agreement, Company may update Appendix A from time to time upon notice to Customer. Any updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties.
- d. Company may, at its option, engage a third-party service provider to manage its obligations and communications with Customer, Utility, or third parties such as governmental entities pursuant to this Agreement (“**Subscription Manager**”). Any notice, consent or other communication from such Subscription Manager shall be as effective as if provided directly by Company. As of the Effective Date, Company’s Subscription Manager is Ampion, Inc. (“**Ampion**”), and Company or Subscription Manager

shall provide notice if the third-party service provider changes during the Term of this Agreement. Subscription Manager's contact information is provided in Section 14.

3. **Term.**

- a. **Term.** The term of this Agreement shall commence on the Effective Date and continue for five (5) years (the "**Initial Term**"). This Agreement will automatically renew for successive terms of five (5) years (each, a "**Renewal Term**") unless either Party decides that it does not wish to renew this Agreement before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other Party in writing at least one hundred eighty (180) days before the completion of the Initial Term or Renewal Term, as applicable. The Company shall provide notice to Customer two hundred twenty (220) days before the end of each renewal term. The Initial Term and any Renewal Term are collectively referred to as the "**Term.**" Notwithstanding the foregoing, this Agreement shall terminate after twenty-five (25) years from the Facility's Commercial Operations Date unless earlier terminated in accordance with this Agreement, in which case the Term shall expire on the effective date of such early termination.

4. **Allocation of Community Solar Credits**

- a. **Initial Accrual of Bill Credits.** The Utility shall begin allocating Bill Credits to Customer upon the date by which all of the following shall have occurred (the "**Eligibility Date**"): (1) the Commercial Operations Date (as defined below); (2) the Utility has added Customer to the Utility's Bill Credit allocation records in order for the Utility to allocate Bill Credits generated by the Facility; and (3) Customer has been approved by the Utility (see Section 5(b)).
- b. **Initial assignment to Facility.** Company will initially assign Customer Accounts to the Facility pursuant to the terms of the Community Solar Program. Company has constructed or intends to construct the Facility at the location set forth in Appendix A. Company will interconnect the Facility with the Utility pursuant to the terms of the applicable Utility tariff, interconnection agreement, the Community Solar Program, or other agreements required to be executed with the Utility. Once the Facility begins to generate electric energy on a commercial basis (the "**Commercial Operations Date**" or "**COD**"), Company shall provide Customer with an updated Appendix A to the extent any of the information in Appendix A has changed.
- c. **Reassignment to Different Facility.** Company reserves the right to reassign Customer or Customer Accounts to a different Facility owned by an affiliate of Company which is participating in a Community Solar Program at any time by providing notice to Customer, including any change in Company contact information and updates to Appendix A. In the event of a reassignment to another Facility, Customer agrees to execute an Agreement in substantially the same form as this Agreement, plus any Disclosure Form that may be required if the Facility is participating in the Incentive Program. The key terms of this Agreement will not change, including the Subscription Fee.

5. **Acknowledgments Regarding the Community Solar Program.**

- a. **Incentive Program Requirements.** For a Facility participating in the Incentive Program (as noted in Exhibit A), the Incentive Program imposes certain requirements and limits on Customer participation therein (such limits, the "**Program Requirement**") as further described in Appendix B and incorporated into this Agreement.
- b. **Allocation of Bill Credits by Utility.** Customer's subscription is contingent upon and subject to the Utility's acceptance of Customer's Accounts and allocation of Bill Credits to Customer's Accounts. "**Customer Account**" means Customer's account with the Utility for a location served by the Utility. During the Term of this Agreement, if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to a Customer Account on a permanent basis, Company may remove the Customer Account from Appendix A, and Company shall provide Customer with an updated Appendix A. If the Utility refuses to allocate the Bill Credits all of Customer Accounts on a permanent basis, Company shall notify Customer, and either Party may terminate this Agreement without liability by written notice to the other Party. Notwithstanding anything to the

contrary, Customer's termination right in this Section 5(b) does not apply to the extent that the reason that the Utility refuses to allocate Bill Credits to Customer is a result of Customer failing to pay Customer's Utility bill or Customer's breach of this Agreement.

- c. Title; Environmental Attributes and Tax Incentives Excluded. Company shall own the Facility, and Customer shall not be entitled to any ownership interest in the Facility. Customer acknowledges and agrees that Customer's Subscription does not include any Environmental Attributes associated with the Facility or energy generated by the Facility, and Customer agrees that Customer will not claim any Environmental Attributes. "**Environmental Attributes**" means any credit, benefit, reduction, offset, financial incentive, tax credit, or other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits, "**Renewable Energy Credits**," of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets, (iv) investment tax credits (including any grants or payments in lieu thereof), tax deductions, incentives, or depreciation allowances established under any federal or state law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil, or water attributable to the Facility and/or its electricity generation.

6. Bill Credits.

- a. Determination of Solar Output. The measurement of the Facility Solar Output shall be based upon readings at the Utility meter at the Facility (the "**Utility Meter**"). Each month during the Term of this Agreement, the Utility will record the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter (the "**Facility Solar Output**"). Commencing on the Eligibility Date, Company will periodically invoice Customer for Bill Credits based on the Facility Solar Output and the application of Bill Credits by Utility ("**Billing Period**").
- b. Calculation of Bill Credits. Bill Credits are calculated solely by the Utility based upon the terms and conditions of the Community Solar Program. Customer acknowledges and agrees that Company's sole obligation is to request and use commercially reasonable efforts to require the Utility to deliver Bill Credits. Company will provide the Utility with Customer's account information, Facility Solar Output, and other information required so that the Utility can post Bill Credits to Customer's Utility bill pursuant to the terms of the Community Solar Program. The value of the Bill Credits will depend on the Utility Price to Compare, which is defined in the applicable utility tariff and may be revised from time to time by the Utility based upon variations in the Utility's rate components. Customer understands that (i) the Bill Credits received by Customer for a particular month will be reflected on Customer's Utility bill as a monetary credit amount and not as an electricity quantity; (ii) such Bill Credits will be reflected on Customer's monthly bill according to the Utility's billing cycle; and (iii) there may be a delay of 1-2 Billing Periods between the month in which the solar energy was generated and the month in which the Bill Credits appear on Customer's Utility bill.
- c. Taxes. Customer shall be responsible to either pay or reimburse the Company for any applicable sales, use, or other taxes or levies imposed with respect to Bill Credits.

7. Payment

- a. Subscription Fee. The Subscription Fee for each month is equal to ninety percent (90%) of the Bill Credits allocated by Utility to the Customer.
- b. Dual Billing. Customer Accounts initially shall be enrolled in Dual Billing. "**Dual Billing**" means that Company shall invoice Customer directly for the Subscription Fee each month for Bill Credits allocated by Utility to Customer. Company's first invoice under this agreement shall be for the Bill Credits allocated to Customer from the Facility Solar Output in the first month following COD. Customer shall pay all undisputed amounts due hereunder within forty-five (45) business days following receipt of an invoice from Company. Customer shall make all payments under this Agreement by electronic funds transfer in immediately available funds to

the account designated by Company, as updated from time to time by Company or Company's Subscription Manager. Customer acknowledges and agrees that: (i) Customer remains responsible for timely payment of any bills that it receives from Utility; and (ii) Customer shall neither receive nor be entitled to any Bill Credits associated with energy generated prior to the applicable Commercial Operation Date.

- c. Utility Consolidated Billing. Customer and Company may agree to enroll some or all of the Customer Accounts in Utility Consolidated Billing at a future date. If the Parties agree to Utility Consolidated Billing, then Company will update Appendix A accordingly. If a Customer Account is enrolled in Utility Consolidated Billing, Customer will receive a monthly credit from the Utility on Customer's monthly Utility bill(s) in an amount which, net of the Subscription Fee, is equal to ten percent (10%) of the total Bill Credits allocated to Customer by the Utility for such month ("**Utility Consolidated Billing**"). Company acknowledges and agrees that under Utility Consolidated Billing: (i) Customer is not responsible for any direct payment to Company for Bill Credits, (ii) Company will not issue a monthly invoice to Customer and instead all amounts owed to Company under the Program will be paid to Company directly by the Utility; (iii) Utility may assess a service fee on Subscriber's Utility bill. For example, if the value of Subscriber's Bill Credits in a given month is One Hundred Dollars (\$100), Customer's Utility bill for such month will reflect a net credit of ten dollars (\$10), and the Utility will be responsible for payment directly to the Company of the Subscription Fee of ninety dollars (\$90) instead of Customer receiving one hundred dollars (\$100) in Bill Credits on its Utility bill, and Customer receiving a separate invoice from Company for the Subscription Fee of ninety dollars (\$90) to be paid by Customer directly to Company.
- d. Annual Report. For each Customer Account listed on Appendix A, following a Facility's Commercial Operations Date, Company shall provide Customer with an annual report detailing the total Bill Credits and total net savings Customer received on Customer's electricity costs for the prior year. Such annual report will be provided to Customer prior to March 31st for the prior year.

8. Customer Information.

Within ten (10) days of any request by the Utility or Company, Customer will provide to the Utility or Company all applications, documentation and information required by the Utility to evaluate Customer's qualification and eligibility for participation in the Community Solar Program. Customer further agrees to execute the Consent to Disclose Utility Customer Data set forth in Appendix D. For more details on Company's and Subscription Manager's use of Customer Information, please refer to the Privacy Policy here: <https://ampion.net/privacy-policy>, which may be updated from time to time as provided in the Privacy Policy or upon notice from Company. Customer also agrees to provide financial statements and other relevant information to the extent Company requests this information in connection with its financing of the Facility.

Company may use Customer's information provided in Appendix A for reporting purposes to governmental entities and as outlined in Appendix D. To help Company carry out the terms of this Agreement and interact with the Utility in regard to requirements of the Program, Customer agrees that Company has permission to submit to the Utility and/or obtain from the Utility Customer's information listed in Appendix A as well as Customer's usage and Utility billing information.

9. Subscription Transfers.

- a. Change in Location.
 - i. Advance Notice. Customer agrees to provide Company with one hundred eighty (180) days advance notice if Customer is moving, intends to close any Customer Accounts, or of any other change which may cause Customer to not be the Utility's customer at a Utility Service Location listed in Appendix A.
 - ii. Replacement Eligible Service Location within same Utility Service Territory. Customer may substitute a new Utility Service Location(s) for an existing Utility Service Location listed in Appendix A if: (i) the billing meter at the new premise(s) is within the same service territory as the Utility serving the associated Facility, (ii) Customer is established as the customer of record for electric service with the Utility at the new premises, (iii) the Utility account(s) at the new location qualifies as the same customer type under the applicable Community Solar Program rules, and (iv) the new Utility Service Location(s) has or is

expected to have annual electricity usage comparable to the Utility Service Location being replaced. Customer shall take all steps and provide all information required by the Utility under the Community Solar Program to substitute the new service location as a Utility Service Location under this Agreement, and this Agreement shall continue in effect. After the Utility has verified eligibility and accepted the Customer Accounts, Customer will receive Bill Credits with respect to the Customer Account at the new Utility Service Location in accordance with the terms of this Agreement, and Company will update Appendix A accordingly. Customer acknowledges that Utility may take several months to process the transfer, and Customer shall pay the Subscription Fee for any Bill Credits allocated to the former Utility Service Location until the Utility has processed the transfer of the Utility Service Location.

- iii. Subscription Termination for Termination of Utility Service. Provided that Customer has provided Company the required notice pursuant to Section 9(a)(i), if Customer ceases to be a Utility customer for electric service at a Utility Service Location and (i) no new Utility Service Location is eligible under the conditions outlined in Section 9(a)(ii) above, and (ii) no transfer to a replacement customer has occurred pursuant to Section 9(b), then Customer may terminate this Agreement pursuant to Section 12 with respect to the Customer Accounts at that Utility Service Location.
- b. Transfer to a Replacement Customer. Customer may transfer all or part of its Subscription with respect to specific Customer Accounts to a replacement customer as long as (i) such transfer is made in compliance with all terms and conditions of the applicable Community Solar Program; (ii) the replacement customer is eligible under the applicable Community Solar Program; (iii) Customer has no outstanding obligations in connection with its Customer Account or payments due under this Agreement; (iv) such replacement customer qualifies as the same customer type under the Community Solar Program rules, (v) such replacement customer has or is expected to have annual electricity usage comparable to the to the Customer Account being replaced transferred; and (v) Customer obtains Company's prior written consent, which consent may be withheld in Company's sole discretion. As a condition of any such transfer, Customer and the proposed transferee shall provide Company with all requested documentation and information related to the transfer, and confirmation of qualification by the Utility to participate in the Program. Upon Company's execution of a new agreement with the replacement customer (including a new Disclosure Form, if applicable), this Agreement will terminate with respect to any Customer Accounts whose capacity has been transferred; provided, however, that Customer acknowledges that Utility may take several months to process the transfer, and Customer shall pay the Subscription Fee for any Bill Credits allocated to the Customer Accounts until the Utility has processed the transfer.

10. Customer's General Agreements.

In connection with this Agreement Customer represents, covenants, and agrees that:

- a. The Customer Information provided in Appendix A is accurate and Customer is eligible to participate in the Program.
- b. Customer has the full right and authority to enter into, execute, and perform its obligations under this Agreement.
- c. Customer agrees to make no claim against Company or its affiliates or assigns for amounts which may be payable to Company from the Utility under the Community Solar Program or in connection with this Agreement.
- d. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Bill Credits, and Customer will not do so during the Term of this Agreement.
- e. Customer has not and will not enroll any of the Customer Accounts with any other community solar facility other than a facility owned by Company or an Affiliate.
- f. This Agreement, the Subscription, and the Bill Credits are not, and are not intended to be, a security under federal or state securities laws.

11. Termination.

- a. Termination of Community Solar Program. In the event the Utility ceases to offer the applicable Community Solar Program or a comparable substitute, or in the event that there is a change in the Community Solar Program such that Customer is no longer eligible to participate in the Community Solar Program, then Company may terminate this Agreement with respect to affected Customer Accounts after Customer ceases to receive Bill Credits. If there are no remaining eligible Customer Accounts following such terminations, then either Party may terminate this Agreement without liability.
- b. Termination Based on Company Default.
 - i. Customer may terminate this Agreement with respect to affected Customer Accounts if Company fails to perform any of its material obligations with respect to those Accounts pursuant to this Agreement and such failure continues for more than sixty (60) days after written notice from Customer of such failure.
 - ii. Customer may terminate this Agreement with respect to all Customer Accounts if (A) any of the representations made by Company in this Agreement shall be or become inaccurate in any material respect; (B) Company fails to perform a material obligation with respect to all of the Customer Accounts pursuant to this Agreement and such failure continues for more than sixty (60) days after written notice from Customer of such failure; or (C) Company becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of Company's creditors, or an involuntary bankruptcy petition is filed against Company and is not dismissed within sixty (60) days.
 - iii. To terminate this Agreement in accordance with this Section 11(b), Customer may not have any uncured material default at the time of such termination. For purposes of clarity, a Utility failure to properly allocate Bill Credits shall not be deemed a failure of Company.
 - iv. Customer acknowledges that any estoppel or consent executed by Customer with Company's lender may contain additional terms and conditions that may affect Customer's right to terminate this Agreement.
- c. Termination Based on Customer's Default. Customer will be in material default of this Agreement, and Company may terminate this Agreement for Customer's default if any of the following events occur:
 - i. Customer fails to make any payment when due under this Agreement and such failure continues for a period of thirty (30) days after written notice from Company;
 - ii. Any of the representations made by Customer in this Agreement shall be or become inaccurate in any material respect, or Customer fails to fulfill any of Customer's other material obligations pursuant to this Agreement, and such failure continues for more than thirty (30) days after written notice to Customer of such failure;
 - iii. Customer's Utility Account is closed without providing Company notice as set forth in Section 9(a)(i) of this Agreement, or Customer assigns or transfers this Agreement in violation of the terms of this Agreement;
 - iv. Customer becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of Customer's creditors, or an involuntary bankruptcy petition is filed against Customer and is not dismissed within sixty (60) days.
- d. Termination Prior to Operation. If Company has not achieved the Commercial Operations Date for the Facility within twenty four (24) months after the Effective Date and if Company has not reassigned the Customer Accounts to another Facility pursuant to Section 4(c), either Party may terminate this Agreement without penalty prior to the Commercial Operations Date. Such twenty four (24) month period shall be extended on a day-to-day basis for any Force Majeure or action or any inaction on the part of the Customer.
- e. Force Majeure. "**Force Majeure**" means any event or circumstance not within the reasonable control of the affected Party which precludes such Party from carrying out, in whole or in part, its obligations under this Agreement. If a Force Majeure event occurs, the affected Party shall not be deemed to be in default during

the Force Majeure event, provided that: (i) the affected Party gives the other Party written notice within thirty (30) days describing the occurrence and the anticipated period of delay, and (ii) the affected Party uses commercially reasonable efforts to remedy the Force Majeure. No obligations of the Party which were to be performed prior to the Force Majeure shall be excused. If any Force Majeure lasts longer 180 days, and the affected Party determines in good faith that such Force Majeure substantially prevents, hinders or delays the Company's performance of any of its obligations with respect to specific Customer Accounts and if Company has not reassigned the affected Customer Account to another facility pursuant to Section 4(c), then either Party may upon written notice terminate the Agreement with respect to those Customer Accounts without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure.

- f. **Effect of Termination.** Upon termination of this Agreement for any reason with respect to any or all Customer Accounts, (i) Company shall notify the Utility to remove the affected Customer Accounts from the Community Solar Program on the next update to the Utility, and (ii) Company shall have no further obligation to deliver, and Customer shall have no further obligation to subscribe to, any Bill Credits from Company for the affected Customer Accounts, provided, however, Customer shall pay Company the Subscription Fee with respect to any Bill Credits that have or may continue to be allocated to Customer by the Utility until the Utility processes the removal of the Customer Accounts. In connection with the foregoing sentence, both Parties agree to promptly execute any documents as may be reasonably required by the Utility. Following any termination of individual Customer Accounts where the Agreement is not terminated, the Company shall provide Customer with an updated Appendix A. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

12. Early Termination by Customer.

Following COD, Customer may elect to terminate this Agreement in whole, or in part with respect to certain Customer Accounts, for any reason upon one hundred eighty (180) days notice to Company. In the event this Agreement is terminated by Customer, and the capacity being terminated is not transferred to a replacement location or to a replacement customer in accordance with Section 9, then Company shall use commercially reasonable efforts to find one or more new customers, who meet all of the qualifications of in Section 9(b), to subscribe to a comparable amount of Bill Credits subscribed to the Customer Accounts being terminated. Upon the termination becoming effective, if Company has been unable to find a new replacement customer or customers for the terminated Customer Accounts, then Customer shall pay a termination fee of \$[0.03/kWh] based on the Subscription Size of the terminated Customer Accounts ("**Termination Fee**").¹

13. Dispute Resolution.

- a. **Complaints.** For any concerns or complaints regarding performance of this Agreement, please contact Company's Subscription Manager at (800) 277-3631. To notify Company of a breach or default under this Agreement, notice should be provided to Company as provided in Section 14. Company or Company's Subscription Manager shall endeavor to acknowledge such complaint within two (2) days of receipt and respond within fourteen (14) days thereof whether in writing or by phone call. Company shall keep a record of all customer concerns or complaints.
- b. **Dispute Resolution.** Each Party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement ("**Dispute**") will be resolved according to the following procedures:
- i. Unless otherwise agreed in writing, the Parties will continue to perform each of their respective obligations under this Agreement during the course of the resolution of the Dispute;
 - ii. Each Party will first try to informally resolve any Dispute through management discussions. Accordingly,

¹ NOTE: The Termination Fee will be updated based on whether the Facility is located in ComEd or Ameren service territories and reflect the current credit rates.

neither Party will start a formal proceeding for at least thirty (30) days after notifying the other in writing of the Dispute. Each Party agrees to send its notice of Dispute to the address set forth in Section 14 below; and

iii. If the dispute resolution process set forth in subsection (ii) above does not result in a resolution of the dispute, the Parties shall be free to seek any available relief in federal or state courts located in the State of Illinois, and, to the fullest extent permitted by applicable law, the Parties hereby unequivocally waive the right to a jury trial in any matter related to this Agreement.

c. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.

14. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier, or be sent electronically to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Company:

[Dimension Project Co.]
c/o Dimension Energy
3050 Peachtree Rd. NE, Suite 350
Atlanta, GA 30305
Attn: General Counsel
Email:legal@dimension-energy.com
With a copy to: bbentrott@dimension-energy.com

To Customer:

Subscription Manager's contact information
is:

15. Additional Agreements.

a. Confidentiality. Except to the extent required by applicable law, such as the Freedom of Information Act, or the Community Solar Program, each Party agrees to keep the terms of this Agreement confidential and to not disclose the terms hereof to any other entity or person (other than a Party's members, employees, directors, managers, officers, affiliates, lenders or potential financing sources, tax equity partners, or the Subscription Manager) or use, disseminate, or otherwise distribute any such information for the Party's benefit or for the benefit of another, except for the limited purpose of facilitating the business relationship of the Parties and the transactions contemplated herein.

b. DISCLAIMERS OF WARRANTIES: COMPANY DOES NOT WARRANT OR GUARANTEE ANY MINIMUM FACILITY SOLAR OUTPUT, OR AMOUNT OR VALUE OF BILL CREDITS. DURING THE TERM, CUSTOMER'S ALLOCATION OF BILL CREDITS MAY VARY DUE TO WEATHER CONDITIONS, OUTAGES AT THE FACILITY OR ON THE UTILITY GRID, OR FOR OTHER REASONS. COMPANY DOES NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO CUSTOMER UNDER THIS AGREEMENT. COMPANY DOES NOT PROVIDE CUSTOMER WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, ENVIRONMENTAL ATTRIBUTES,

OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY COMPANY AND USED BY COMPANY AS COMPANY MAY DETERMINE FROM TIME TO TIME. COMPANY DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE FACILITY OR ANY PART THEREOF. COMPANY DOES NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE APPLICABLE UTILITY TARIFF OR THE COMMUNITY SOLAR PROGRAM OR THAT THE UTILITY WILL MAKE OR NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE APPLICABLE UTILITY TARIFF OR THE COMMUNITY SOLAR PROGRAM WILL NOT ADVERSELY AFFECT CUSTOMER OR WILL NOT CAUSE CUSTOMER TO BE INELIGIBLE FOR THE COMMUNITY SOLAR PROGRAM. COMPANY DOES NOT REPRESENT OR WARRANT ANY TAX IMPLICATIONS OF THE BILL CREDITS PROVIDED PURSUANT TO THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ITS THIRD-PARTY REPRESENTATIVE SHALL CREATE A WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY WARRANTY OR GUARANTEE TO CUSTOMER, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HERewith, AND CUSTOMER HEREBY DISCLAIMS, WAIVES, AND RELEASES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

- c. LIMITATION ON DAMAGES: Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, neither Party's liability to the other will in any event exceed the amount of the Termination Fee set forth in Section 12 of this Agreement that would be applicable if all Customer Accounts were terminated.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

- d. Assignment. Customer may not assign this Agreement nor assign or transfer the Bill Credits except as provided in Section 9. Upon written notice to Customer, Company may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, to an affiliate which owns a Facility and is able to perform Company's obligations under this Agreement, whether by contract, change of control, operation of law, collateral assignment or otherwise,. Additionally, Company may in its sole discretion, from time to time, transfer Customer or Customer Accounts to another Facility, as described in Section 4 of this Agreement. Company shall provide Customer with written notice of such transfer or assignment, and the Parties will execute a new Agreement in substantially this same form and a Disclosure Form, if required pursuant to the terms of the Community Solar Program.
- e. Survival. In the event of expiration or early termination of this Agreement, all payment obligations and the following sections shall survive: Sections 5, 6(c), 7, 11, 12, 13, 14, and 15.
- f. Entire Agreement. This Agreement, together with its Appendices and any applicable Disclosure Form, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- g. Severability. Should any terms of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

- h. No Partnership. Nothing contained in this Agreement will constitute either Party to this Agreement as a joint venturer, employee, or partner of the other, or render either Party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation Customer's obligations to the Utility for electric service.
- i. Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successors in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver.
- j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
- k. Further Assurances. From time to time each Party shall execute, acknowledge, and deliver such documents and assurances reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Customer acknowledges and agrees that Company's or its affiliates' lenders or financing parties may require execution of an estoppel or consent form that contains additional terms and conditions. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

16. Right to Cancel.

Customer may cancel this transaction at any time prior to **midnight of the third business day** after the Effective Date. See the attached notice of cancellation form (attached hereto as Appendix C) for an explanation of this right.

[Signatures on Following Page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

[The Company]

By:

Name:

Title:

[Customer]

By:

Name:

Title:

List of Appendices to Agreement

Appendix A: Customer and Facility Information

Appendix B: Incentive Program Requirements

Appendix C: Right to Cancel

Appendix D: Consent to Disclose Utility Customer Data

Appendix E: Incentive Program Disclosure Form

Appendix A

Customer and Facility Information

(This Appendix will be completed by Company and an updated copy of this Appendix will be provided upon the later of (i) the Commercial Operations Date and (ii) thirty (30) days after the Effective Date of this Agreement to the extent any of the information contained herein has materially changed.)

Facility Characteristics

Facility Name	
Facility Address	
Utility	
Community Solar Program	
Capacity of Facility	
Estimated Annual Production Year 1	
Estimated Commercial Operation Date	

Customer Utility Accounts with Subscription Capacity

Utility Account #	Utility Service Location	Annual Usage	Subscription Size	Estimated Subscription Fee	Dual Billing or Utility Consolidated Billing?

² This is applicable to Customer Accounts in the Incentive Program and is an estimate only. Actual amounts will vary month to month.

Appendix B

Incentive Program Requirements.

1. ***This Appendix B applies to Customer Accounts noted as participating in the Incentive Program on Appendix A. This Appendix outlines various additional requirements under the Illinois Adjustable Block Program, which is also referred to as the Illinois Shines Program. Program Requirements.***
 - a. Incentive Program. The Facility is participating in the Adjustable Block Program. The Adjustable Block Program is defined by Section 1-75(c)(1)(K) and (L) of the Illinois Power Agency Act, the Long-Term Renewable Energy Resources Procurement Plan currently in effect, the REC Contract entered into by the Company or its third party representative such as an Equity Eligible Contractor (as defined by the Incentive Program), and various guidance and other informal documentation from the Illinois Power Agency or its program administrator. (collectively, the “**Incentive Program**”)
 - b. Disclosure Requirements. Company must deliver a Disclosure Form, in a form consistent with the Incentive Program’s requirements, to the Subscriber before this Agreement may be signed or new Customer Accounts are allocated to the Incentive Program. The Disclosure Form in effect as of the Effective Date is attached at Appendix E and may be updated from time to time consistent with law and Incentive Program requirements. Customer must sign the Disclosure Form prior to signing this Agreement or the Customer Accounts being allocated to the Incentive Program in a manner that complies with the Incentive Program’s requirements. If Customer requests that it or its Customer Accounts be switched to another Facility, Customer may be moved to a different Facility without executing a new Disclosure Form. All other assignments of this Agreement require Customer to execute a new Disclosure Form.
 - c. Assignment to Facility that Participates in the Incentive Program. After the Effective Date, if either the Company assigns Customer or specific Customer Accounts to a Facility or reassigns Customer or specific Customer Accounts to a different Facility, Company will be required to send a follow-up communication (by email or hard-copy mail, at Customer’s choice) with all project details, no later than two (2) weeks after Customer is subscribed to the Facility. For purposes of the follow-up communication, “project details” means: Facility’s location, including the county(ies) in which the Facility is located; the Facility’s name; the Facility’s identification number; size (in kW AC); “Approved Vendor” name; Company Name; and Facility’s status, including completed and producing energy; completed and awaiting final approval to operate; under construction; or construction not yet commenced. In the event that Customer is not assigned to a specific Facility within six months of the execution of this Agreement, the Company shall at that point (and every six months thereafter until Customer is assigned to a project) provide Customer with an update on the status of Customer’s subscription.
 - d. Adjustment in Capacity. Company shall have the right to make minor adjustments, up or down, to Customer’s Subscription Size with respect to specific accounts in future Billing Periods without notice to Customer, provided, however, that notice is required if the AC size of a subscription differs by more than the greater of two (2) kW or ten percent (10%) from the Subscription Size noted in Customer’s initial Disclosure Form. To the extent that notice is required, Company shall provide a new Disclosure Form to be executed by Customer before such Subscription Size change becomes effective, unless approval is obtained under the requirements of the Community Solar Program for Customer to execute the new Disclosure Form within thirty (30) days after the Subscription Size change. Subscriber’s Subscription Size shall not otherwise exceed the limit set by the Incentive Program.
 - e. Estimate of Subscription Fee. Given the information provided in Appendix A, the monthly Subscription Fee for the Customer Accounts that are in the Incentive Program as of the Effective Date of the Agreement is estimated to be: [\$XXX.XX]. As noted in the Agreement, this amount may

vary month to month and as the Customer Accounts on Appendix A change, but the Subscription Fee discount will remain fixed throughout the Term of the Agreement. The intent of the Agreement is to result in an overall reduction in Customer's annualized electricity costs for the Customer Accounts. As Appendix A is updated, the estimate of the Subscription Fee will be updated in Appendix A.

- f. Security Deposit. A Security Deposit is not required under this Agreement.
- g. Outages. Should an outage occur at the Facility for more than three Business Days, Company shall provide electronic notice to customer detailing the estimated duration of the outage and estimate productions that will be lost due to the outage.
- h. Regulatory Contact Information: The Illinois Commerce Commission may be contacted at: (800) 524-0795 or <https://www.icc.illinois.gov/about/contact-Company>. The Illinois Power Agency may be contacted at: 877-783-1820 or admin@illinoisshines.com.

Appendix C
Cancellation Right

(Copy 1)

Right to Cancel. As set forth in Section 16 of the Community Solar Subscription Agreement (the "Agreement"), Customer may cancel the Agreement, without penalty or obligation, by sending Company a written cancellation notice within three (3) business days of the date Customer signed the Agreement. To cancel the Agreement, deliver a signed and dated copy of the below Notice of Cancellation (or any other written cancellation notice identifying Customer and the Agreement) to Company at: [Customer Service Contact Info] postmarked no later than midnight of the date that is three business days from the date Customer signed the Agreement. If Customer do not provide Company a written cancellation notice within that three-day period, Customer will no longer have a right to cancel the Agreement and Customer will remain liable for performance of all Customer's obligations under the Agreement.

Note: The following form is made available for the purpose of cancelling the Agreement pursuant to Section 14 of the Agreement within the three-day cancellation period described above. If Customer are not choosing to cancel the Agreement within the three-day period described above, Customer should not sign this form.

Two copies of this form are included so that if Customer do choose to cancel the Agreement by delivering this form to Company within that time, Customer will still have a copy of this form.

Notice of Cancellation

Date of Transaction:

Customer may cancel this transaction, without any penalty or obligation, within three business days from the above date. If Customer cancel, any property traded in, any payments made by Customer under the Agreement and any negotiable instrument executed by Customer will be returned within 10 days following receipt by Company (Project) of Customer's Notice of Cancellation. If Customer cancel, Customer must make available to Company at our address, in substantially as good condition as when received, any items of value delivered to Customer under the Agreement.

I, _____ hereby sign this Notice of Cancellation on _____, 20____, and have caused it to be delivered to Project on or before midnight of the date that is three business days from the date I signed the Agreement.

Customer's Signature: _____

Appendix D
Consent to Disclose Utility Customer Data
Utility: [Utility]

Please provide the following information. All requested information must be provided for the consent to be valid.

Authorized Recipient of Data: [Service Provider]

Physical Address: [Address]

Phone: [Phone Number] Email: [\[Customer Service E-mail\]](#)

Data to be Released:

Utility, denoted above, will provide to Company and/or its affiliates, via an (electronic) data exchange processes or otherwise, initial and ongoing account information. This information exchange will include, but is not limited to: account number, address, contact information, kWh consumption history, revenue billing period, present meter reading, present meter reading date, account status (active / inactive), disconnect date of account, total monthly electric bill amounts, total monthly bill credits, billing rate code and other information as necessary (“Customer Data”).

As a customer of Company and subscriber in a Community Solar Program, I further understand that the data furnished will only be used by Company, its affiliates, or Company’s third-party provider to adequately manage Customer’s Subscription, perform Company’s obligations under the Community Solar Subscription Agreement (the “Agreement”), and maintain compliance with the Community Solar Program.

Company, its affiliates, and Company’s third-party provider, may not use any of my identified information for any other purpose and will keep my information confidential in accordance with the terms of the Agreement.

Disclosure dates: Up to one month prior to the date this document was executed, as evidenced below, and the continual release and export of Customer Data until such consent is terminated as provided herein.

To be Completed by Utility Customer:

I agree that I am the Utility customer of record for my utility account. I understand that Utility has a policy regarding disclosure of my Customer Data and I accept that policy. Furthermore, I understand that disclosure of my Customer Data by Utility may also be required by law or if I authorize its disclosure.

I agree to allow Utility to release to Project and its affiliate, Customer Data described above for the purposes described above. I understand and agree that such data may reveal information about the way I use energy at my premises.

I understand that once my Customer Data has been provided to Project, the Utility will have no control over and no responsibility for Project’s use of the data.

This consent shall terminate upon termination of the customer agreement between Project and Customer.

By my signature, I affirm that I am customer of record and that everything in this document is true and correct. The undersigned and Project agree that Project may make agreements with me by electronic means. I agree that this consent, whether in paper or electronic form, has the same legal effect and is authentic and valid. Furthermore, I agree to receiving information and other communications relating to my consent in electronic form. By applying a signature below, I agree to the above terms and conditions governing my consent.

Electronic Signature of Utility Customer of Record:

By way of electronic signature below, I am agreeing to all terms of this request. I have read, understand, accept and agree to the terms herein above associated with this Consent to Disclose Utility Customer Data.

Utility Account Numbers

Signature of Utility Customer:

Date:

Appendix E

Incentive Program Disclosure Form

[To be executed for any Customer Accounts being placed on ABP projects prior to execution of the Subscription Agreement]