

BOONE REMC

CO-OP SOLAR PROGRAM GENERAL TERMS AND CONDITIONS

- 1.1. **Solar Projects.** Boone REMC (“COOPERATIVE”) purchases Solar Electricity from its Generation & Transmission Cooperative, Wabash Valley Power Association, Inc. (“Wabash Valley”). The Solar Electricity is generated by certain solar electric generating facilities “Solar Projects.” The Boone REMC member (“MEMBER”) acknowledges and agrees that the list of Solar Projects is subject to change.
- 1.2. **CO-OP Solar Shares.** Each “Co-op Solar Share” represents 300 watts of solar energy capacity from the Solar Projects. MEMBER may select up to 100% of MEMBER’S expected electric usage as determined by COOPERATIVE or 83 Co-op Solar Shares (“Maximum Allowed Co-op Shares”), provided however that COOPERATIVE reserves the right to increase or decrease the Maximum Allowed Co-op Shares on a prospective basis. The number of Co-op Solar Shares selected by MEMBER (“MEMBER Co-op Solar Shares”) is identified on the Co-op Solar Enrollment Form, and may not be altered or amended except upon written notice by MEMBER and/or COOPERATIVE.
- 1.3. **Eligible Participants.** The program is available on a voluntary basis to COOPERATIVE MEMBERS in all territory served by the COOPERATIVE, subject to the COOPERATIVE’s Service Rules and Regulations.
- 1.4. **Renewable Energy Credits.** MEMBER acknowledges and agrees that all Renewable Attributes and Renewable Energy Credits (“RECs”) associated with the Solar Electricity generated by MEMBER Co-op Solar Shares shall be retired by COOPERATIVE or Wabash Valley on behalf of MEMBER.

“Renewable Energy Credits”, “REC(s)” shall mean tradable, contractual instruments that represent all Renewable Attributes associated with the renewable energy generated at the Facilities.

“Renewable Attribute” means an aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by a renewable energy facility, other than the electric energy produced, including all of the following identified with a particular megawatt hour of generation by a renewable energy facility: (i) the renewable energy facility’s use of a particular renewable energy source; (ii) avoided NO_x, SO_x, CO₂ or any other greenhouse gas emissions; and (iii) avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of applicable law in order to site and develop the renewable energy facility itself). Renewable Attributes specifically exclude tradable emission allowances under a mandatory cap and trade program or other entitlements to produce emissions, which have or may be issued by a governmental authority and allocated to a renewable energy facility. Renewable Attributes do not include production tax credits or other direct third-party subsidies for generation of electricity by any specified renewable energy facility.

- 1.5. **Non-Assignability.** MEMBER may not assign, gift, bequeath, sell, or otherwise transfer any of its rights or obligations under this Agreement to any other individual or entity for any purpose.
- 1.6. **Member Access.** MEMBER will not have access to the Solar Projects for any purpose. MEMBER will have no ownership, possession rights, or control of the Solar Projects and will have no rights or obligations with respect to the maintenance or operation of the Solar Projects. This Agreement does not convey to MEMBER 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 Solar Projects, including but not limited to any solar panels.
- 1.7. **Disclaimer of Warranty.** MEMBER is not relying on any representation, warranty, or promise with respect to the Solar Projects made by or on behalf of COOPERATIVE, except to the extent specifically stated in this Agreement.

MEMBER ACKNOWLEDGES AND AGREES THAT THE SOLAR PROJECTS ARE BEING USED AS IS, WHERE IS, AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

MEMBER ACKNOWLEDGES AND AGREES THAT COOPERATIVE DOES NOT GUARANTEE ANY SPECIFIC AMOUNT OF ELECTRIC ENERGY WILL BE GENERATED FROM THE SOLAR PROJECTS OR BE ATTRIBUTABLE TO THE CO-OP SOLAR SHARE(S) SELECTED BY MEMBER.

- 1.8. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COOPERATIVE's liability for failure to perform any obligation under this agreement or for COOPERATIVE's breach of this agreement is limited to the amount paid by MEMBER for the Co-op Solar Share(s) selected by MEMBER. COOPERATIVE SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, (WHETHER BASED ON CONTRACT, TORT, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM COOPERATIVE'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT).
- 1.9. **Force Majeure.** As used in this Agreement, "Force Majeure" means any delay or hindrance in, or prevention from, the performance of any act(s) required of either party caused by strikes, lockouts, terrorism, emergency governmental orders or decrees, riots, insurrection, war, "acts of God" (including without limitation floods, earthquakes, storm, lightning, fire or other weather disturbances or conditions), or other direct cause(s) not reasonably within such party's direct control. Neither party shall be considered to be in default in respect to any obligation hereunder (other than to pay amounts due for Services already completed pursuant to this Agreement) to the extent and for the expected duration that such failure of performance shall be due to an event of Force Majeure. The party affected by an event of Force Majeure shall give prompt written notice to the other party

stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.

- 1.10. **Notices.** All notices, requests, consents, and other communications to a party under this Agreement must be in writing delivered to the mailing address for such party stated above and will be deemed delivered upon the earlier of (a) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, (b) the following business day after being delivered to a reputable overnight courier service or hand-delivered to a COOPERATIVE business office.
- 1.11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or 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 each of the parties.
- 1.12. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Indiana, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Boone County, Indiana shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.
- 1.13 **Price/Premium.** In addition to all other rates and charges applicable to MEMBER, the following Co-op Solar Program charge shall also apply:
- A Monthly Premium of \$0.44 multiplied by the number of Co-op Solar Share(s) selected by MEMBER on enrollment form.
- The additional charge for participating in the Co-op Solar program will appear as a line item on your regular monthly billing statement. This additional charge will be added to your regular COOPERATIVE rates and charges and applicable taxes will apply.
- 1.14 **Acknowledgement that Fixed Monthly Premium may vary at option of Cooperative.** COOPERATIVE reserves the right to change the Fixed Monthly Premium for the Co-op Solar Program upon 60 days prior notice to MEMBER. NOTICE of a change in the Fixed Monthly Premium will be provided to MEMBER as identified in Section 1.10. MEMBER may elect to end participation during the month the new Fixed Monthly Premium becomes effective by providing written notice to COOPERATIVE or by calling 800-897-7362.
- 1.15 **No Capacity and No Credit for kWh.** MEMBER acknowledges that participation in the Co-op Solar Program does not entitle MEMBER to any credit for the Solar Electric Energy generated by or attributable the number of Co-op Solar Share(s) selected by MEMBER nor does MEMBER acquire any rights to the capacity attributable to the number of Co-op Solar Share(s) selected by MEMBER.