

Member Agreement for Tipmont Community Solar

This **Community Solar Agreement** (this "Agreement") is made and entered into as of _____, 20_____, by and between **Tipmont Rural Electric Membership Corporation ("Cooperative")**, whose mailing address is 403 S Main Street, Linden, Indiana 47955, and the member of the Cooperative identified as follows ("Member"):

Member Name(s): _____

Account Number: _____

Mailing Address: _____

Service Address (if different): _____

City: _____ State: _____ Zip: _____

Allocated Capacity Requested (# of panels): _____

Payment Choice: ☐ One time payment of \$1,250 per panel
☐ 1 year Easy Pay - \$107.01 per panel / month
☐ 2 year Easy Pay - \$54.84 per panel / month
☐ 3 year Easy Pay - \$37.46 per panel / month

1. COMMUNITY SOLAR PARTICIPATION

1.1 Amount Purchased. Member hereby purchases and Cooperative hereby agrees to provide to Member on its bills for the Service Address noted above (the "Service Address"), Production Credits (as provided in Section 4 below) equal to 1/240 (for each 410-watt solar panel allocated to Member) of the total capacity ("Member's Allocated Capacity") of the Tipmont Community Solar facility located at 403 S. Main Street, Linden, IN 47955 (the "Solar Array").

The Solar Array is owned jointly by Cooperative and its affiliate, Federated Rural Insurance Exchange ("Federated").

1.2 Environmental Attributes. Member acknowledges and agrees that Cooperative will acquire from Federated under a power purchase agreement all electric energy generated by the Solar Array and all Environmental Attributes associated with the Solar Array. Member's pro rata share of all Environmental Attributes acquired by Cooperative from Federated shall be transferred by Cooperative to Member. Member's pro rata share of all Environmental Attributes will be determined by Member's Allocated Capacity of the Solar Array. Member may not sell or otherwise transfer any Environmental Attributes transferred to Member under this Agreement.

"Environmental Attributes" means any and all rights, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the environmental or renewable characteristics or attributes of the Solar Array or the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water, which are deemed of value by Cooperative, in each case now or hereafter created or recognized by any governmental authority or independent certification association or entity generally recognized in the electric power generation industry and generated by or associated with the Solar Array, including without limitation any renewable energy credits or similar rights arising under any federal or state renewable portfolio standard, the Center for Resource Solutions' Green-e program and any credits, offsets or similar rights arising under any federal or state carbon legislation or regulation or any voluntary or government-mandated carbon trading program. Environmental Attributes also include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to

contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

2. CONSIDERATION.

As consideration for Member's right to receive Production Credits pursuant to this Agreement, Member shall pay to Cooperative the sum of One Thousand Two Hundred Fifty Dollars (\$1,250) per each 410-watt solar panel allocated to Member (the "Allocated Capacity Fee"). Member may pay the Allocated Capacity Fee in equal monthly installments ("Easy Pay") over a period of one, two or three years, as agreed by Member and Cooperative in writing, at a simple interest rate of five percent (5%) per annum.

Term	1 year	2 years	3 years
Monthly payment	\$107.01	\$54.84	\$37.46
Total Cost	\$1,284.12	\$1,316.16	\$1,348.56

If Member fails to make any payment of the Allocated Capacity Fee more than 30 days past the due date (the "Default Date"), Cooperative may, in its sole discretion, terminate this Agreement and Member's rights to receive any future Production Credits hereunder. In the case of such default, the Member will be treated as a Member offering to sell to Cooperative all of the Member's Allocated Capacity, and Cooperative, in its sole discretion, may repurchase the Member's Allocated Capacity under the terms and conditions specified in Section 7(a) hereof. A Member shall further be prohibited from re-enrolling in Cooperative's solar program using the Easy Pay option.

3. TERM

This Agreement shall be effective [**beginning on the date of this Agreement**], and will continue for a period of twenty-five (25) years (the "Term"), subject to early termination as provided in this Agreement.

4. SOLAR ENERGY CREDIT

During the Term, Member will receive a Production Credit (calculated as provided below) for Member's Allocated Capacity as a credit on the monthly invoices for electric service provided by Cooperative to the Service Address.

The Production Credit for Member's Allocated Capacity applied to each monthly invoice will be determined as follows: (i) the Solar Facility's total kWh output for the prior calendar month, (ii) divided by 240 (i.e., the total number of 410-watt solar panels at the Solar Array); (iii) multiplied by the number of 410-watt solar panels at the Solar Array allocated to Member hereunder; (iv) multiplied by rate schedule 1¹ during the month of consumption.

The amount of Production Credits available to Member shall not exceed one-half (1/2) of the annual energy usage provided by Cooperative to Member at the Service Address. In no event shall more than ten (10) 410-watt solar panels at the Solar Array be allocated to Member.

¹ Rate schedules can be found at tipmont.org/about-us/rates.

During the first 6 months (180 days) of the solar array offering covered by this Agreement, the amount of Production Credits available for allocation to Member shall be as follows:

- First two (2) months: no more than two (2) 410-watt solar panels.
- Next four (4) months: no more than four (4) 410-watt solar panels.
- After six (6) months: no more than ten (10) 410-watt solar panels.

The maximum amount of Production Credits that will be applied to each monthly invoice is the amount of the invoice prior to application of the Production Credits. Any excess Production Credits will be rolled over and applied first to the next monthly invoice, provided that the maximum amount of Production Credits that will be applied to the last monthly invoice during the Term is the amount of the invoice prior to application of the Production Credits.

5. ADDITIONAL AGREEMENTS

The parties further acknowledge and agree that:

- 5.1 Member will not have access to the Solar Array for any purpose. Member will have no ownership, possession right or control of the Solar Array, and will have no rights or obligations with respect to the maintenance or operation of the Solar Array. 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 Array, including but not limited to any solar panels.

5.2 Member is not relying on any representation, warranty or promise with respect to the Solar Array made by or on behalf of Cooperative, except to the extent specifically stated in this Agreement. MEMBER ACKNOWLEDGES AND AGREES THAT THE SOLAR ARRAY IS BEING USED 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 OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.3 Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by Cooperative to Member or to modify in any way Member's rights and obligations as a member of Cooperative. All of Cooperative's rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law at any time.

6. TRANSFER/ASSIGNMENT BY MEMBER

Member may request that Cooperative: (a) permit Member to change the Service Address for which the Production Credits will apply to another Service Address within Cooperative's service territory for which Member is obligated to pay Cooperative for electric service, or (b) permit Member to assign this Agreement Member's Production Credits to another individual or entity provided such assignee's Service Address is located within Cooperative's service territory. Member must notify Cooperative of such proposed change or assignment in writing at least 30 days prior to the proposed effective date of such change or assignment, which notice must include:

1. Member's name and mailing address;

2. The current Service Address;
3. The new Service Address (if applicable);
4. The name of the individual or entity to whom Member is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Member for such assignment; and
5. The proposed effective date of such proposed change or assignment.

Upon any assignment of this Agreement pursuant to this Section 6, the Member will surrender all right, title and interest in and to this Agreement. No assignment will extend the Term of this Agreement.

Except as provided above in this Section 6, Member may not assign, gift, bequeath or otherwise transfer any of its rights or obligations under this Agreement to any other individual or entity for any purpose, including without limitation as security for any debt or obligation. Any attempted assignment in violation of this Section 6 shall be null and void.

7. SELL AND REPURCHASE

7.1 Member's Right to Sell to Cooperative. At any time during the Term of this Agreement, Member may choose to sell to Cooperative all or some of Member's Allocated Capacity (on a per 410-watt solar panel basis). Such sale will occur as follows:

- A. Member shall deliver written notice ("Member's Sale Notice") to Cooperative of Member's desire to sell Member's Allocated Capacity, and, if Member is selling Member's entire Allocated Capacity, this Agreement shall terminate.

B. Cooperative shall purchase the amount of Member's Allocated Capacity offered for sale within 30 days after receiving Member's Sale Notice, and the amount of the purchase price shall be calculated as follows: the original value of \$1,250 will be reduced by \$50 for each year that the member has had ownership of the panel output (partial years will be calculated using a factor of \$4.17 a month).

C. A \$250 administrative fee will be charged to the member.

D. If a member owes outstanding payments on a finance option, the member will be required to pay the remaining balance up to \$1,250 (no interest will be charged on the remaining balance).

E. If Tipmont owes the member payment after the calculation is made, a bill credit will be issued to the member's account. If the member does not have an active account, a check will be issued.

7.2 Cooperative Repurchase. At the Cooperative's sole discretion, and only in extreme and very limited circumstances, the Cooperative may elect to repurchase all or any portion of Member's Allocated Capacity and the associated rights to receive Production Credits, and Member is obligated to sell such Allocated Capacity and associated rights to Cooperative pursuant to the terms of this Section 7.2. Such repurchase will occur as follows:

A. Cooperative will notify Member of Cooperative's election to exercise its repurchase right and the number of panels allocated to Member and the associated rights to receive Production Credits being repurchased by Cooperative (the "Repurchase Notice").

B. The purchase price for Member's Allocated Capacity will be equal to the calculation listed in Section 7.1, but which shall not include subtraction of the administrative fee.

C. Cooperative will repurchase the number of panels allocated to Member identified in the Repurchase Notice within 30 days after sending such Repurchase Notice. On receipt by Member of the payment provided in this Section 7.2.B, (i) Member's right to receive Production Credits with respect to the number of panels of Member's Allocated Capacity so repurchased will terminate, and (ii) Cooperative will have no further obligation to Member with regard to such Production Credits.

This Agreement will terminate upon repurchase by Cooperative of all of Member's Allocated Capacity and associated rights to receive Production Credits.

8. 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, or (b) the following business day after being delivered to a reputable overnight courier service.

9. 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.

10. GOVERNING LAW/JURISDICTION/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 Montgomery County, Indiana shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TIPMONT REMC MEMBER

Signature: _____

Printed Name: _____

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TIPMONT RURAL ELECTRIC MEMBERSHIP CORPORATION

Signature: _____

Printed Name: _____

Title: _____
