



## US Solar Floating Commercial Subscription Agreement

This Floating Commercial Subscription<sup>SM</sup> Agreement (this “**Agreement**”) is entered into by and between Garden (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

<b>Project Subscriber:</b>		<b>US Solar<sup>SM</sup>:</b>	
<b>Name and Address</b>	Example 123, City, IL 11111, USA Attn: Name	<b>Name and Address</b>	Garden 323 Washington Ave N, Suite 350 Minneapolis, MN 55401 Attention: IL CS Notices
<b>Phone</b>	(111) 111-1111	<b>Phone</b>	(612) 260-2230
<b>E-mail</b>	<a href="#">xxx</a>	<b>E-mail</b>	<a href="mailto:info@us-solar.com">info@us-solar.com</a>
<b>Utility &amp; Project</b>	ComEd, Garden	<b>Approved Vendor:</b>	Equity Solar Illinois, LLC
<b>Eligible Address and Account Numbers</b>	See Exhibit G		
<b>Community Solar Allocation</b>	An amount of solar generating capacity (kW) expected to produce approximately up to 1,000 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100 % of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 1,000 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** (“**Project**”) and installed at the project site described in **Exhibit B** (“**Project Site**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

**Exhibit A** Definitions

**Exhibit B** Project, Project Site

**Exhibit C** (Reserved)

**Exhibit D** Production Estimate

**Exhibit E** Utility Bill Credit Tariff

**Exhibit F** Standard Disclosure Form for Project

**Exhibit G** Project Subscriber Data

## ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 Sunscription<sup>SM</sup> Rate and Payments.

- (a) Your Sunscription<sup>SM</sup> Rate for each Production Month will be equal to 90.00% of the Bill Credit Rate. In other words, the Sunscription Rate<sup>SM</sup> is 10% less than the Bill Credit Rate.
- (b) The monthly payment amount you owe to US Solar (each, a **"Sunscription<sup>SM</sup> Payment"**) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your Sunscription<sup>SM</sup> Rate.
- (c) Sunscription<sup>SM</sup> Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly Sunscription<sup>SM</sup> Payment within thirty (30) calendar days of receiving our invoice.
- (d) You hereby give us permission to enroll you, and agree that we can enroll the Project, into Utility Combined Billing when available. This will be at no additional cost to you. You agree to take any additional steps needed with the Utility to complete this enrollment if directed by us. Once enrolled and during your enrollment, you will not receive an invoice directly from US Solar; instead all charges associated with this Subscription will be shown on and paid through your Utility bill.
- (e) Interest shall accrue on overdue Sunscription<sup>SM</sup> Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per

annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The Subscription<sup>SM</sup> Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

## ARTICLE 2 PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines’ standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;

- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and
- (d) US Solar ensuring the Project's compliance with Illinois Shines' Program Rules and our Subscription Eligibility Requirements per Section 3, below.

### ARTICLE 3 ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
  - i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
  - ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.
  - iii. You are not enrolled in the billing and payment Single Bill Option, offered by any ARES you may be affiliated with. Or if you are currently enrolled in the Single Bill Option, you will take whatever steps necessary to update your ARES billing and payment option before Project COD, or you are placed in the Project. Failure to comply with this requirement will result in Default under this contract.
- (b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.
- (c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree

to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents (“**Required Documentation**”) upon our request, including:

- i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project’s Standard Disclosure Form; and
- ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii), total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable “**Community Solar Garden Tariff**” as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.

**Please note:** if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your



obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

## **ARTICLE 4**

### **US SOLAR RESPONSIBILITIES**

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Subscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

## **ARTICLE 5**

### **FURTHER INFORMATION**

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.



- (a) Upon your request we will provide the following when and as available:
  - i. Certificate(s) of insurance; and
  - ii. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your Sunsubscription<sup>SM</sup> Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

## **ARTICLE 6 TRANSFERABILITY**

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the Sunsubscription<sup>SM</sup> Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or

entity who, at the time of the sale or transfer [(x) meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;
- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;
- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and
- (f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
  - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
  - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunscription Eligibility Requirements.
- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
  - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
  - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.
- (c) You are obligated to maintain compliance with the Sunscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Sunscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such

revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

## **ARTICLE 7**

### **ASSIGNMENTS; FINANCING**

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to

or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

## ARTICLE 8

### PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, “**Project Subscriber Data**”) to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar’s data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar’s business may be designated by US Solar as confidential and proprietary information (collectively, “**US Solar Data**”). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber’s accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as “US Solar Data” in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber’s participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any

aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

## **ARTICLE 9 DISPUTE RESOLUTION**

### **9.1 Program Disputes.**

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect. You acknowledge that your obligation to make your Sunscription<sup>SM</sup> Payments is independent of the amount of your Bill Credits.
- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at [admin@illinoisshines.com](mailto:admin@illinoisshines.com) or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at: [www.icc.illinois.gov](http://www.icc.illinois.gov). You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

### **9.2 Disputes between Parties.**

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to



reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.

- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.
- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

## **ARTICLE 10**

### **CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES**

#### **10.1 Cancellation Events.**

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
  - i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
  - ii. Prior to the fifth (5<sup>th</sup>) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
  - iii. From and after the fifth (5<sup>th</sup>) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or



transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Sunscription Eligibility Requirements.

- iv. You elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such Sunscription<sup>SM</sup> Payments as would have been payable by you had no cancellation occurred.

- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
  - i. You fail to meet the Sunscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
  - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
  - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
  - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
  - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such Sunscription<sup>SM</sup> Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any Sunscription<sup>SM</sup> Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), or (iv) or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your Sunscription<sup>SM</sup> Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee Sunscription<sup>SM</sup> Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you

written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining Sunscription<sup>SM</sup> Payments will reflect your appropriately reduced CS Allocation.
- (e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
  - i. We may terminate this Agreement immediately by notifying you in writing.
  - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
  - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
    - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your Sunscription<sup>SM</sup> Rate. If we are successful, your Cover Cost Amount will be zero.
    - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee Sunscription<sup>SM</sup> Rate for purposes of determining the Cover Cost Amount.
  - iv. You will owe an amount equal to the Sunscription<sup>SM</sup> Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
  - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
  - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
  - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
  - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address,

such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

## **ARTICLE 11 MISCELLANEOUS**

### **11.1 Notices.**

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.
- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

**11.2 Force Majeure.** If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

**11.3 No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in

any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project

Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.10 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)



**Example**

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Garden**

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Subscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Alternative Retail Electric Supplier (ARES).** An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.
5. **Ameren.** Ameren Illinois Company, or any successor thereto.
6. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
7. **Bill Credit Rate.** A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.
8. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
9. **ComEd.** Commonwealth Edison Company, or any successor thereto.
10. **Community Solar Garden Tariff.** The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.
11. **Cover Cost Amount.**

- a. With respect to an Event of Default by you, the positive difference, if any, of:
  - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
  - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
  - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
  - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).

**12. Eligible Address.** A subscriber's Utility service address that receives electrical service from the Utility.

**13. Eligible Transferee.** A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

**14. Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.

**15. Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project,

or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.

16. **Illinois Commerce Commission (ICC).** The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or [www.icc.illinois.gov/about/contact-us](http://www.icc.illinois.gov/about/contact-us).
17. **Illinois Power Agency (IPA).** The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, [admin@illinoisshines.com](mailto:admin@illinoisshines.com) or <https://illinoisshines.com/consumer-complaint-center/>.
18. **Illinois Shines (aka Adjustable Block Program).** A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.
19. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
20. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
21. **Program Administrator.** The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.
22. **Program Agreements.** The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.
23. **Program Rules.** The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.
24. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.
25. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
26. **Project COD.** The Project's initial date of commercial operation.

27. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
28. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
29. **Single Bill Option.** An ARES run billing and payment option that consolidates onto the monthly ARES bill both the Utility charges and all charges associated with a customer's electricity supply. As this ARES-provided billing and payment option eliminates the delivery of a monthly Utility bill to the customer, it is not compatible with Utility Combined Billing under this Agreement.
30. **Small Subscriber.** A commercial customer with a subscription sized below 25 kW<sub>ac</sub>.
31. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
32. **Sunsubscription<sup>SM</sup> Dashboard.** A web-based portal showing the production and other relevant information for your project.
33. **Sunsubscription<sup>SM</sup> Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's Sunsubscription<sup>SM</sup> Payments.
34. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
35. **Total Price to Compare.** The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.
36. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.
37. **Utility.** The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

38. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.
39. **Utility Combined Billing.** Is a Utility run program that consolidates all charges and Bill Credits under this Agreement onto your monthly utility bill, meaning you will pay these charges to the Utility rather than US Solar. The Utility then forwards payment to US Solar on your behalf.
40. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf> Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.ameren.com>

EXHIBIT B  
PROJECT SITE

Project Name	Project Location	Utility
Garden	City, IL	ComEd



EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for Garden is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer's specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Production Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	1000000	1000
2	995000	995
3	990025	990
4	985075	985
5	980150	980
6	975249	975
7	970373	970
8	965521	966
9	960693	961
10	955890	956
11	951110	951
12	946355	946
13	941623	942
14	936915	937
15	932230	932
16	927569	928
17	922931	923
18	918316	918
19	913725	914
20	909156	909

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:

<https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf>

Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

<https://www.ameren.com/-/media/rates/files/illinois/aie130rdnmcs.ashx>

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA  
(as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A-Subscriptions less than 25kW AC

Table B- Subscriptions larger than or equal to 25kW AC

Table A				
Utility service address (Eligible Address)	Utility account number	Utility meter number	Average annual electrical consumption ("AAEC") (kWh)	Subscription Size (kWh)
Total:				

Table B				
Utility service address (Eligible Address)	Utility account number	Utility meter number	Average annual electrical consumption ("AAEC") (kWh)	Subscription Size (kWh)
Total:				

