

Taylor Electric Cooperative
SUBSCRIBER AGREEMENT FOR DONATION
OF SOLAR CREDITS

This Solar Subscription Agreement ("Agreement") is entered into as of the ___ day of _____, 2021, by and between Taylor Electric Cooperative ("Cooperative"), whose address is N1831 State Hwy 13, Medford, WI 54451, the below-named individual(s) or entity ("Subscriber," whether single or plural), and _____, a charitable organization selected from the list attached as Exhibit A ("Beneficiary").

Subscriber Name(s): _____

Address: _____

City: _____

State: _____ Zip: _____

RECITALS

WHEREAS Cooperative is offering for sale units of energy generating capacity ("Subscription Units") from a commercial solar array with a nameplate capacity of 100.86 kW, sited at the Cooperative's headquarters in the Town of Little Black, Taylor County, Wisconsin (the "Solar Facility"), and a total of 274 Subscription Units have been made available for purchase ("Available Capacity"); and

WHEREAS, in exchange for the purchase of Subscription Units, the Cooperative will issue monthly credits to an eligible electric service account ("Solar Credits") reflecting the proportional energy production in the prior month attributable to each Subscription Unit, as provided in this Agreement; and

WHEREAS Beneficiary is an organization currently receiving electric service from the Cooperative; and

WHEREAS Beneficiary warrants and represents that it is organized and operated exclusively for religious, charitable, literary, scientific or educational purposes, or to foster national amateur sports competition, or is otherwise recognized as a tax-exempt charitable organization under IRS Code § 501(c)(3) for purposes of accepting a donation of Solar Credits from Subscriber on the terms and conditions set forth herein; and

WHEREAS Subscriber desires to purchase Subscription Units under the terms and conditions of this Agreement for the purpose of contributing Solar Credits to Beneficiary to offset Beneficiary's electric service bill;

NOW, THEREFORE, in consideration of the foregoing covenants, the parties mutually agree as follows:

I. Community Solar Subscription.

1.1 Purchase of Subscription Units. Partial capacity from the Solar Facility is available for purchase in Subscription Units representing 350 watts of capacity. Subscriber agrees to purchase a minimum of one-half of a Subscription Unit (175 watts of capacity).

1.2 Environmental Attributes. Subscriber and Beneficiary acknowledge and agree that any and all Environmental Attributes associated with the Solar Facility shall remain the property of the Cooperative. Neither Subscriber nor Beneficiary shall make any statement contrary to such ownership by the Cooperative. "Environmental Attributes" means and includes all rights, credits, benefits, emissions reductions, offsets, and allowances resulting from the environmental or renewable characteristics or attributes of the Solar Facility or the avoidance of the emission of any greenhouse gas, chemical, or pollutant to the air, soil or water, which are deemed of value by the Cooperative, in each case now or hereafter created or recognized by any governmental authority or independent certification association and generated by or associated with the Solar Facility, including without limitation any renewable energy credits (RECs) or similar rights arising under the Wisconsin Renewable Portfolio Standard (RPS), any federal or state renewable portfolio standard, 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.

II. Subscription Price; Payment.

2.1 Purchase Price. As consideration for Beneficiary's receipt of Solar Credits pursuant to Article IV of this Agreement, the Subscriber shall pay to the Cooperative \$_____ per Subscription Unit (\$_____ per half Unit) of Subscriber Allocated Capacity as provided herein.

2.2 Deposit; Payment. Upon execution of this Agreement, Subscriber shall pay a \$300.00 deposit per Subscription Unit (\$150 per half Unit). The balance will be invoiced in equal monthly installments, with the last payment due no later than December 31, 2021. In the event payment in full is not made when due, this Agreement shall be cancelled and of no further effect, and Subscriber's deposit and any partial payment shall be refunded. Beneficiary acknowledges that upon cancellation of the Agreement under this paragraph, any Solar Credits previously accruing to Beneficiary's electric service account under the Agreement will be reversed.

2.3 Reserved Capacity. The Cooperative reserves the right, in its sole discretion, to withhold the energy production attributable to up to ten (10) percent of the total capacity of the Solar Facility per month to cover emergency and other unanticipated operation and maintenance expenses (the "Reserved Percentage").

III. Term.

This Agreement shall be effective on the date first set forth above and will continue for a single term ending on the 25th anniversary of the Facility in-service date of August 6, 2015 (the "Term"), subject to early termination if Subscriber elects to surrender Subscription Units as provided in Article V.

IV. Solar Credits.

4.1 Solar Credit to Beneficiary. During the Term, The Cooperative shall credit Beneficiary's electric service account with monthly Solar Credits based on the number of Subscription Units purchased by Subscriber multiplied by 350 watts ("Subscriber's Allocated Capacity"). Beneficiary will receive a bill credit in accordance with Cooperative Policy No. 2.50 – Distributed Generation, Section III, Part E (3)(c)(1-3) (as may be amended from time to time), for the share of energy production attributable to Subscriber's Allocated Capacity. The monthly energy production attributed to Subscriber's Allocated Capacity shall be determined by dividing the monthly kWh energy production attributable to Available Capacity in the prior month less the Reserved Percentage (if any) by the number of total Subscription Units. The resulting amount will be the credits in kWhs allocated per Subscription Unit.

4.2 Change in Beneficiary. In the event that Beneficiary (a) discontinues its existence; or (b) ceases to qualify as an eligible charitable organization; or (c) ceases to take electric service from the Cooperative, Subscriber may elect to designate an alternate beneficiary from the list maintained by Cooperative, or may request repurchase of Subscription Units by the Cooperative as provided in Article V herein. Subscriber's redesignation of beneficiary shall become effective the 30th day following receipt of a written request signed by Subscriber, unless the Cooperative provides written notice that the request fails to meet any of the requirements of this Agreement or is otherwise prohibited by the Cooperative's bylaws or Board policies. No redesignation of beneficiary will extend the Term of this Agreement.

V. Repurchase of Subscription Units.

Subscriber may sell all of his or her Subscription Units to the Cooperative at a surrender value to be determined according to the number of years elapsed from the in-service date to the time of repurchase. During Years 1-3 of the Term, the Cooperative shall repurchase Subscription Units based on the Purchase Price less 15% depreciation per year of the Term. Subscription Units surrendered in Years 4-20 of the Term shall be depreciated an additional 3.2% per year or partial year. Subscription Units surrendered in Years 21-25 shall have no surrender value.

For example, if the purchase price is \$710.00, a Subscription Unit surrendered during Year 2 of the Term shall be depreciated by 30%, or \$213.00, for a repurchase price of \$497.00. A

Subscription Unit surrendered during Year 10 of the Term shall be depreciated by 67.4% (3 years @ 15% plus 7 years @ 3.2%), or \$478.54, for a repurchase price of \$231.46.

Except as provided in this Agreement, Subscriber 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 paragraph shall be null and void.

VI. Additional Terms.

6.1 Facility Access. Subscriber and Beneficiary may access to the Solar Facility upon three (3) days' notice to the Cooperative's business office. The Cooperative reserves the right to restrict Subscriber access in its sole discretion.

6.2 Exclusive Rights of the Cooperative. Neither Subscriber nor Beneficiary shall have any ownership, possession rights or control of the Solar Facility, and will have no rights or obligations with respect to the maintenance or operation of the Solar Facility. This Agreement does not convey to Subscriber or Beneficiary 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 Facility.

6.3 Disclaimer of Warranties. Except as expressly stated in this Agreement, neither Subscriber nor Beneficiary is relying on any representation, warranty or promise with respect to the Solar Facility or this Agreement, including but not limited to the availability or applicability of any federal, state or local tax credit or other incentive, made by or on behalf of the Cooperative. THE COOPERATIVE MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE TAX-EXEMPT STATUS OF BENEFICIARY OR THE DEDUCTIBILITY OF SUBSCRIBER'S DONATION OF SOLAR CREDITS. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS DONATION AGREEMENT ARE ACCEPTED 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.

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

6.5 Recitals. The above Recitals are hereby incorporated into this Agreement.

VII. Notices and Information.

7.1. Notices. All notices to a party under this Agreement must be in writing, delivered to the mailing address for each party stated herein, 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 by a commercial overnight courier service.

7.2. Release of Account Information. Beneficiary agrees that Cooperative may release to Subscriber information concerning Solar Credits applied to Beneficiary's electric bill under this Agreement.

VIII. 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, and all other communications between the parties. This Agreement shall not be amended, assigned or terminated except by an instrument in writing signed by each party.

IX. Governing Law/Jurisdiction/Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Taylor County, Wisconsin shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

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

[SIGNATURES APPEAR ON NEXT PAGE]

TAYLOR ELECTRIC COOPERATIVE:

By: _____

Name: _____

Title: _____

SUBSCRIBER:

By: _____

Name (Print): _____

By: _____

Name (Print): _____

BENEFICIARY:

[Organization Name]

By: _____

Title: _____

Office Use Only:

Number of Subscription Units _____ **x \$** _____ **=** _____ **Total Due**

Amt of Deposit Paid = _____ **Date Paid:** _____

Cash _____ **Check** _____ **Money Order** _____

Remaining Balance due = _____

Time-of-Day _____ **Sub-Meter** _____