

**PIEDMONT ELECTRIC MEMBERSHIP CORPORATION  
COMMUNITY SOLAR PARTICIPANT PROGRAM AGREEMENT**

This Community Solar Participant Program Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Piedmont Electric Membership Corporation ("Piedmont Electric"), and the member identified as follows ("Member"):

Member Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Member Account Number: \_\_\_\_\_

**1. Community Solar Participation**

1.1. Eligible Participants. The program is open to all Piedmont Electric members in good standing as defined by Piedmont Electric's Service Rules and Regulations.

1.2. Member Allocated Multiplier

# of panels \_\_\_\_ divided by 1854 total panels = \_\_\_\_\_ Member Allocated Capacity Multiplier

1.3. Piedmont Electric agrees to provide to Member on its bill for the Service Address and Member Account Number noted above the monthly Solar Energy Credits as provided in Section 4 for the Member's Allocated Capacity of Piedmont Electric Solar Farms located at the Piedmont office in Person County and Caswell County. The Solar Facilities are owned by Member EMC Solar Two, LLC ("Solar Farm Owner").

1.4. Members may subscribe to the solar energy output for up to fifteen (15) panels.

1.5. Environmental Attributes. Member acknowledges and agrees that Piedmont Electric will acquire from Solar Farm Owner under a power purchase agreement all electric energy generated by the Solar Farm and Environmental Attributes associated with the Solar Farm. Member acknowledges that all Environmental Attributes associated with Solar Farm shall remain the property of Piedmont Electric and Member agrees not to make any statement contrary to such ownership by Piedmont Electric.

"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 Farm 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 Piedmont Electric, 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 Farm, including without limitation any renewable energy credits or similar rights arising under North Carolina's Renewable Portfolio Standard, any federal or other state renewable portfolio standard, the Center for Resource Solutions' Green-e program and any credits, offsets or similar 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 (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), 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 Solar Energy Credits pursuant to this Agreement, the Member will pay to Piedmont Electric the sum of \$2.50 per panel, as identified in Section 1.2., per month. The Monthly Allocated Capacity Charge will be added to the member's monthly bill statement.
3. **Term.** This Agreement shall be effective on the first full month following the date of this agreement and shall continue until the program is either 1) discontinued; or 2) the Member notifies Piedmont Electric that they wish to discontinue participation in the program; or 3) electric service is discontinued.
4. **Solar Energy Credit.** During the Term, Member will receive a Solar Energy Credit, calculated as provided below, for Member's Allocated Capacity on the monthly bill for electric service provided by Piedmont Electric to the Member's Account Number.
  - 4.1. The Solar Energy Credit for Member's Allocated Capacity applied to each monthly bill will be determined as follows:

Member's Allocated Capacity Percentage from Section 1.2 multiplied by the total kWh solar energy production of the Piedmont Electric Solar Farms for the previous month multiplied by the current energy credit in Piedmont Electric's Small Qualifying Facilities Purchased Power (SQF) Rate Schedule.
  - 4.2. Member agrees that Piedmont Electric's sole obligation with respect to payments to Member shall be to apply Solar Energy Credits on the Member's monthly electric bill provided to the Member Account Number.
  - 4.3. Member acknowledges that they are not entitled to claim any Federal or State investment tax credits as a result of participation in this program.
5. **Additional Agreements.** The parties further acknowledge and agree that:
  - 5.1. Member will not have access to the Piedmont Electric Solar Farms for any purpose. Member will have no ownership, possession right or control of the Piedmont Electric Solar Farms, and will have no rights or obligations with respect to the maintenance or operation of the

Piedmont Electric Solar Farms. 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 Piedmont Electric Solar Farms.

- 5.2. All warranties relating to the Piedmont Electric Solar Farms, its equipment, performance, and output of capacity of any kind whatsoever, express, implied and statutory, are hereby disclaimed. All implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed.
- 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 Piedmont Electric to the Member or to modify in any way the Member's rights and obligations as a member of Piedmont Electric. All of Piedmont Electric's rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law, as well as Piedmont Electric's policies and bylaws at any time.
- 5.4. Force Majeure. Because the Member is purchasing capacity credits based on actual solar energy production from the Piedmont Electric Solar Farms, interruptions due to a Force Majeure that affect the actual solar energy production of the Piedmont Electric Solar Farms is not a breach of Piedmont Electric's duty under this Agreement of performance as agreed herein has been made impractical by a Force Majeure. "Force Majeure" shall mean any act, event, or circumstance that is not reasonably within the control of Piedmont Electric that prevents or delays in whole or in part Piedmont Electric's performance of any one or more of its obligations under this Agreement, including, but not limited to any fire, flood, storm, hurricane, tornado, earthquake or other natural disaster or weather event; acts of war (declared or undeclared), sabotage, terrorism or threat thereof, civil disturbances, or strike. In the event of Force Majeure, Piedmont Electric is under no obligation to continue paying the Member Capacity Credits and/or secure an alternative source of solar electric generation to offset the lost solar energy production from Piedmont Electric Solar Farms, until such time as the detrimental effects upon the Piedmont Electric Solar Farms caused by the Force Majeure event can be repaired or remedied by Piedmont Electric.

The parties have executed this Agreement as of the date first written above.

**Piedmont Electric Membership Corporation**

**Member**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_