

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the “Agreement”) is entered into as of the date signed by Seller (the “Effective Date”), by and between you the “Subscriber” named in the digital record of your esignature accepting the terms of this Agreement (the “Contract Acceptance”), and the owner of a solar photovoltaic system participating in the Illinois Community Renewable Generation program (“Seller” or “we” or “us”) (each a “Party” and collectively the “Parties”), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by such solar photovoltaic system (the “System”). Refer to Exhibit A for your potential Sellers under this agreement; you will be provided notice of your specific Seller prior to the counter-execution of this Agreement by such Seller. Refer to Exhibit B for additional information about the System.

1. Community Solar Credits. This Agreement is between “you” or the “Subscriber,” and Seller, for your subscription to a percentage of the electric energy generated by the System (the “Subscription”), which will generate kWh or monetary bill credits associated with such percentage allocation (“Community Solar Credits” or “Credits”) that reduce your utility bill from your electric Utility (Commonwealth Edison or Ameren Illinois Company) (your “Utility Bill”). For all Credits received on your Utility Bill, you will pay Seller a “Subscription Payment” equal to the monetary value of such Credits minus the value of the Credits multiplied by the “Guaranteed Savings” rate.

This contract will result in savings to you of 20% off of the monetary value of the Credits you receive on the Utility Bill. This contract does not guarantee that you will pay more or less in total utility-related charges in any particular month. This contract also does not

guarantee the value of Bill Credits you receive, which is calculated by your Utility. This contract does not guarantee a minimum level of system performance or production of energy.

For an estimate of the subscription price expressed on a per-kilowatt-hour basis, refer to Exhibit C. The estimated initial price for Credits is calculated as the applicable electricity supply rate published by your utility reduced by the Guaranteed Savings Rate. The price will change over the course of the term as utility rates change, but we will always provide you the discounted rate for Community Solar Credits such that you are always saving on the community solar portion of your bill. You will save 20% off of the value of the Credits received on your Utility Bill each month (the “Guaranteed Savings Rate”).

There is a delay of at least one (1) to two (2) months while we and your Utility processes your Community Solar Subscription request. Credits you receive will appear on your Utility Bill and you will be provided with a monthly statement with the amounts owed. Credits appear up to thirty (30) days on your online account before charged to you at the discounted rate (20%). Seller does not make representations or warranties concerning the tax implications of any Credits.

2. Subscription Term; Allocation Date; Renewal; Cancellation or Transfer by Subscriber. The Subscription Term (the “Term”) will commence as of the Effective Date and continue for fifteen (15) years, with an annual automatic renewal for one (1) year on the annual anniversary for the Effective Date until terminated or cancelled by either Party in accordance with this Agreement. We will send a notice of contract renewal separate

from your bill at least thirty (30) days but no more than sixty (60) days prior to the end of each contract year. You may cancel this Agreement at any time and for any reason with no fee or penalty by notifying Seller in accordance with Section 12 below. Following your notice to cancel, we will promptly direct the electric utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. If you relocate or change your utility service address within the same electric utility service area, you may retain your Subscription provided you timely notify Seller and maintain the required Subscription size as described in Section 3. You may also transfer this Agreement to another utility account within the same electric utility service area provided that we determine that such account complies with the required Subscription size and is eligible to receive Credits from the System, and the owner of such account accepts the terms of this Agreement. Until we notify you in writing that your cancellation or transfer has been processed by the utility, you are required to continue paying for the Subscription Payment for up to 90 days, in accordance with the terms of this Agreement. You will continue to receive the Guaranteed Savings Rate for as long as you are receiving Credits and paying the Subscription Payment.

### 3. Subscription Size; Reallocation;

Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity supply cost. We may adjust your Subscription size at any time without notice, provided that we will (i) never set a Subscription size that would generate Credits greater than your estimated annual electricity supply cost; and (ii) keep your Subscription size at 200 watts or greater but

less than 25 kilowatts (or 40% of the total size of the system to which your Subscription is associated, whichever is lesser). We may reallocate your Subscription to a different solar photovoltaic system participating in the Community Renewable Generation program at any time, by providing notice to you, in which case such system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time and for any reason by providing written notice to you. In such a termination event, Seller will not be liable for any early termination fee or penalty. Until we notify you in writing that the termination has been processed by the utility, you are required to continue paying the Subscription Payment for up to 90 days, in accordance with the terms of this Agreement. You will continue to receive the Guaranteed Savings rate for as long as you are receiving Credits and paying the Subscription Payment.

4. Billing Procedure. The initial Billing Service Provider for this Agreement is Solstice. For so long as Solstice is the Billing Service Provider, Seller is entitled to process and collect on invoices subject to the disclosure set forth in Exhibit D hereto. Seller may change the Billing Service Provider at any time by notifying you in writing. For each Billing Period (e.g., monthly) until the end of this agreement, Solstice shall provide to you an invoice ("Seller Invoice") via email. Included in the invoice will be a line item identifying the payment due from you, which will be equal to (1) 80% of the value of the Community Solar Credits allocated to your Utility Bill, plus (2) any and all applicable federal, state, municipal, or other governmental duties, fees, levies, ad valorem, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes ("Taxes"). Your payments to Solstice shall be due and payment shall be

made by ACH (“Automated Clearing House”) or Credit Card within thirty (30) days after Solstice provides Subscriber with Seller’s Invoice.

#### 5. Commonwealth Edison (“ComEd”) Peak Time Savings

Customers. This Section 5 applies if you are enrolled in ComEd’s Peak Time Savings (PTS) program. You understand that you are not permitted to be enrolled in community solar and the PTS program simultaneously, because ComEd’s Rider POGCS, pursuant to which you will take service through this Subscription, provides that you are “not allowed to simultaneously take service hereunder and under Rider PTR – Peak time Rebate.” To qualify you to become a Subscriber hereunder, you hereby authorize Seller and/or the Billing Service Provider to opt out of participation in the PTS program on your behalf and to communicate your decision to ComEd or any third party. You understand that if you cancel this Subscription, you may re-enroll in the PTS program at any time, but ComEd may place you on a waitlist if the PTS program is at capacity.

6. Outages. If the System is out of service for more than three consecutive business days (an “Outage”), the Billing Service Provider will inform you of such Outage either via email, or another reasonably accessible communications method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to the Outage. Under no circumstances will any Outage affect the electricity service to your home.

7. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance of the Subscription Payment for Credits previously received or received for up to 90 days after termination but will not be liable to us for any other amounts.

8. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. “Solar Incentives” means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. “Environmental Attributes” means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

9. Assignment. Seller may assign or transfer its rights and obligations under this Agreement to any third party.

10. Limitation of Liability. In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

11. Governing Law & Dispute Resolution. Any disputes, claims or controversies arising from or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of laws principles.

Arbitration. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS' STREAMLINED RULES (see

<https://www.jamsadr.com/rules-streamlinedarbitration/> for more details).

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the JAMS or other accredited arbitration office located closest in mileage to your permanent place of residence before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be

entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(i) We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration as set forth in this Section 10, above. Either Party may initiate the arbitration process by filing the necessary forms with JAMS (see [www.jamsadr.com](http://www.jamsadr.com) for more details).

(ii) The arbitration will be administered by JAMS by a single neutral arbitrator agreed on by the Parties within 30 days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the third arbitrator shall be appointed by JAMS in accordance with its rules.

(iii) In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(iv) ONLY DISPUTES INVOLVING YOU AND PROVIDER OR PROVIDER'S SERVICE PROVIDER MAY BE

ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NONREPRESENTATIVE) BASIS.

- (v) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any

dispute shall apply to any arbitration between the Parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

- (vi) OPT-OUT PROCESS. You may choose to opt out of this arbitration provision (the "Arbitration Provision") but only by following the process set forth herein. If you do not wish to be subject to this arbitration provision, then you must send us an opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 12. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-

out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this

Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S

DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES HERETO WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any provision to the contrary in this Agreement, in lieu of arbitration, you have the right to file a complaint or dispute with the Illinois Commerce Commission as set forth in Section 13.

Further, if Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber may do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 12, below.

12. Notices. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery. Notices to Seller shall be sent to the address set forth below or such other address as Seller may subsequently specify in writing.

ENGIE 2019 ProjectCo-IL3 LLC  
c/o Solstice Power Technologies  
186 Alewife Brook Pkwy #1048  
Cambridge, MA 02138  
Email: support@solstice.us Phone:  
(866) 826-1997

13. Illinois Commerce Commission;

Illinois Power Agency. In the event of any concern or complaint, we encourage you to contact Seller's customer experience team and we will be happy to assist you at the email address and phone number provided in Section 12. 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 312814-8106, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

14. Not a "Security". The Parties intend that neither this Agreement nor the Subscription is a "security" and therefore is not subject to federal or state securities laws, including the Securities Act of 1933. Among other reasons, the benefits to the Subscriber do not depend on the participation of other electric utility consumers, and Subscriber's payments are not being pooled together with others to make an investment. In addition, by entering into this Agreement the Subscriber is seeking to help the environment and reduce Subscriber's overall costs of electricity, and not to make a profit.

15. Entire Agreement; Electronic Execution. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. This Agreement may be

executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and have the same effect as an original signature.

Acknowledged and agreed:

SUBSCRIBER

Signed:

Date:

ENGIE 2019 ProjectCo-IL3 LLC

DS DocuSigned by:  
Eric Luesebrink  
4044AD0555425140A5E0004F

Signed: Eric R. Luesebrink  
its Vice President and Assistant Secretary  
Date: 5/5/2021

**Exhibit A**

Seller	Contact Information
ENGIE 2019 ProjectCo-IL3 LLC	ENGIE 2019 ProjectCo-IL3 LLC 225 W. Hubbard St., STE 200 Chicago, IL 60654 Phone: 877-762-6731

**Exhibit B**

System Information		
System name	Round Grove 1	
Location	12213 Yorktown Rd, Lyndon, IL 61261	
Seller name	ENGIE 2019 ProjectCo-IL3 LLC	
Seller contact information for complaints or inquiries	Please contact: support@solstice.us or (866) 826-1997 to reach the Solstice customer experience team.	
First year production estimate	4,272,000 kWh for entire system, to be scaled based on subscribed allocation	
15-year production estimate	60,477,000 kWh for entire system, to be scaled based on subscribed allocation	
Method used to estimate production	PVSyst V6.81	
Seller's data privacy policy	<a href="https://solstice.us/privacy-policy">https://solstice.us/privacy-policy</a>	
Billing Service Provider's privacy policy	<a href="https://solstice.us/privacy-policy">https://solstice.us/privacy-policy</a>	
Seller's evidence of insurance	FM Global insurance policy providing coverage for physical damage to insured property and business interruption resulting from physical damage.	



Seller's long-term maintenance plan	Maintenance Services Agreement between ENGIE Generation North America LLC and Project Company FinCo Phase V LLC, dated as of December 1, 2020.
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## EXHIBIT C

Utility	Instructions for obtaining a good-faith estimate of the subscription price expressed on a per-kilowatt-hour basis
Commonwealth Edison	<p>Based on our best estimate at the time of preparing this document, the approximate subscription price on a per-kilowatt-hour basis is \$0.042824/kWh. This rate may increase or decrease over time, such that your Guaranteed Savings rate is always 20% of the value of the Community Solar Credits, as described in Section 1 of this Agreement. For comparison, ComEd's price for electricity supply as of the time of preparing this document is \$0.0535/kWh.</p> <p>For an up to date estimate:</p> <ol style="list-style-type: none"> <li>1. Visit: <a href="http://www.pluginillinois.org/FixedRateBreakdownComEd.aspx">http://www.pluginillinois.org/FixedRateBreakdownComEd.aspx</a></li> <li>2. Identify the current "Price to Compare"</li> <li>3. Subtract the "Transmission Service Charge"</li> <li>4. Add or subtract the "Purchased Energy Adjustment"</li> <li>5. Multiply the resulting rate by 80%</li> </ol> <p>You may also contact us using the information provided in Section 12 of this Agreement for an up to date estimate.</p>

**Exhibit D: Authorization Agreement for Recurring Online Billing and Payment & Credit Card Payments/Debits**

**A. Instructions**

I, This form is required to authorize Seller and/or its affiliates, agents, successors and/or assignees to:

- Establish a Designated Payment Account for payment of recurring monthly Community Solar Subscription Payment ("Community Solar Credits")
- Change the banking or financial institution information on an existing Designated Payment Account.

0, Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of this form and incorporated into this form. Contact your financial services representative with any questions.

1, Retain a copy of this form.

2, Complete all required fields on the secure online customer portal.

Buyer Name\*

Address1\* \_\_\_\_\_

Address 2\* \_\_\_\_\_

City\* \_\_\_\_\_

State\* \_\_\_\_\_

Zip Code\*

**Signature Section.** By signing below, you acknowledge that you have received, read, and agree to the incorporated "Terms and Conditions" in Section B and confirm the accuracy of the information provided above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Authorization Agreement for Recurring Online Billing and Payment & Credit Card Payments/Debits (Continued)**

**B. Terms and Conditions**

1. I (We) do hereby authorize the Seller (either directly or through an affiliate or agent) to initiate monthly recurring ACH Direct-Debit Payments from my(our) account(s) indicated at the financial institution(s) above. I further authorize the Seller (either directly or through an affiliate or agent) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the **Community Solar Subscription Agreement** with the Seller (the "Agreement").

2. This authorization is to remain in full force and effect until the termination of the Agreement.

3. Notifications of changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
4. Recurring ACH Direct-Debit or Credit/Debit Card Payments shall be drafted monthly and the Seller shall be required to give email notifications and/or online access to the amount(s) and due date(s).
5. No payments due to the Seller will be considered "paid" until the Seller receives the funds in full.
6. The Seller will incur no liability as a result of a withdrawal being dishonored by your bank and/or credit card company.

**Confidentiality/Security.** All information provided on this form is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All online transactions are processed with point-to-point encryption to protect your sensitive payment information.

**To terminate your authorization or report alleged unauthorized transfers, please contact:**

Solstice Power Technologies, Inc.

Phone: 1-866-826-1997

Email: [support@solstice.us](mailto:support@solstice.us)