

CUSTOMER PARTICIPATION LIMITS

1. At all times during the term of this Agreement, Customers participating in this Agreement must have an electric service account in good standing with IPL that receives metered electric service from IPL and is served by IPL's electric distribution system. Good Standing is defined as no more than two late payments in a twelve month period.
2. The minimum allowable Solar Allocation is one-kilowatt (1 kW) and Allocations will only be granted on the basis of whole kilowatts.
3. Customers are limited to Solar Allocations up to 40% of customer's average monthly energy usage as determined at the sole discretion of IPL.
4. As a group, Commercial and Industrial customers are limited to 85% of the Phase I Facility's Capacity (2,550 kW), reserving 15% of the Phase I Facility's Capacity for Residential customers (450 kW).
5. Individual Commercial and Industrial accounts are limited to 33% of the solar capacity (990 kW: approximately 1.7 million kilowatt-hours per year or 142,000 kilowatt-hours per month)
6. IPL, in its sole discretion, may adjust these limits at any time based on observed customer participation rates.

TERMS AND CONDITIONS

1. **Solar Energy Service.** IPL agrees to furnish and Customer agrees to accept and purchase, at the single electric service point and Service Address listed above, the solar energy generated by the number of kW Units indicated on Page 1 of this Agreement.
2. **Solar Energy.** Customer acknowledges that once solar energy is transmitted onto IPL's electric distribution system, it is physically impossible to distinguish solar energy from energy produced by other means. Customer agrees that participation in the Community Solar Program helps support the use of solar energy in the IPL service territory, but energy actually delivered to Customer's electric service address will be supplied from a mix of energy technologies.
3. **Price and Billing for Solar Energy.** Each one-Kilowatt (kW) unit of participation noted on Page 1 of this Agreement is projected to provide, on average, 144 kilowatt-hours (kWh) of solar energy per month (1,726 kWh per year).

Customers participating in the Community Solar Program will pay a fixed Additional Fee of \$2.37 per monthly billing cycle for each one-kW of participation. This price is equivalent to paying an Additional Fee of 1.65 cents per kWh for the "Projected" first-year annual energy produced by each one-kW of installed solar generating capacity. The charge of 1.65 cents per kWh of solar energy will remain fixed for the duration of Customer's participation in the Community Solar Program.

- a. **Future Billing.** IPL may, at its sole discretion, modify Billing to move from "projected" average monthly solar energy production to "actual" monthly solar energy production. This change will continue the price of 1.65 cents per kWh for solar energy and will not increase customer's annual cost for participating in the Community Solar Program. Customer acknowledges that IPL's current billing system cannot accommodate billing based on actual solar energy production and a new billing system may be implemented to allow this change in Billing.

4. **Future Rate Changes (Protection from Rate Increases)**

Through the Term of this Agreement or until the Agreement is terminated by IPL or the Customer:

- a. If IPL's "Effective Energy Rates" (as determined by combining the "Fuel Cost Adjustment [FCA]" and the Energy Rates and other charges published in IPL's current Schedule of Rates) are increased through action by the Independence City Council, Customer's participating in the Community Solar Program will not be subject to the increase in Effective Energy Rates FOR THE AMOUNT OF SOLAR ENERGY CUSTOMER RECEIVES UNDER THIS AGREEMENT. This rate "freeze" will remain in effect only for the length of time customer has been continuously participating in the Community Solar Program at the time rates are increased (For example, If you've been in the program for the prior 60 continuous months, energy rates for the amount of solar energy received will remain frozen for 60 months). Customers will continue to pay the Effective Energy Rates in place at the time they began participation in the Community Solar Program plus the Additional Fee of 1.65 cents per kWh FOR THE AMOUNT OF SOLAR ENERGY CUSTOMER RECEIVES UNDER THIS AGREEMENT. In addition, Customers will pay the new (increased) Effective Energy Rates for monthly energy used in excess of the solar energy.

- b. This rate "Freeze" does not include any Economic Development Riders or other discounts that may be in effect for the customer from time to time. of the solar energy provided under this Agreement.
 - c. If IPL's Effective Energy Rates (as determined by combining the "Fuel Cost Adjustment [FCA]" and the Energy Rates and other charges published in IPL's current Schedule of Rates) are decreased through action by the Independence City Council, Customers under the CSP-1 Rate will be billed at the lower Effective Energy Rates published in the new IPL Schedule of Rates plus the cost adder for solar energy.
 - d. All other terms and conditions of IPL's Schedule of Rates will remain in effect.
5. **Solar Renewable Energy Credits (SRECs).** The Solar Farm will be registered with the North American Renewables Registry (NAR). Issuance of SRECs will be in accordance with regulations of NAR in existence at the time of SREC issuance. Customer shall not have any right, title, or interest in SRECs produced by the Solar Farm except as stated herein.
 - a. Customer shall not have right, title or interest in The Solar Farm.
 - b. Under current NAR regulations, SRECs are only issued in one Megawatt-hour (MWh) blocks for actual energy production from The Solar Farm. IPL will not be issued and cannot process, allocate, sell or retire SRECs until a whole MWh block has been generated and allocated to IPL. Customer's allocation of their Proportionate Share of SRECs will initially be based on the amount of SRECs awarded by NAR calculated from the "Projected" 144 kWh of solar energy produced per one kW-unit per month rounded down to the nearest whole MWh, but may – at IPL's sole discretion – be awarded based on Customer's "Actual" Proportionate Share of SRECs awarded by NAR rounded down to the nearest whole MWh.
 - c. As stated and indicated on Page 1 of this Agreement, Customers have two options for their Proportionate Share of SRECs issued by NAR:
 - i. Allow IPL to retain and sell Customer's Proportionate Share of SERs to other parties to help support solar energy use in IPL's territory and to help maintain low overall electric rates, or
 - ii. Customer may choose to have IPL retire Customer's Proportionate Share of SRECs.
6. **Transfer of Agreement to New Address.** If Customer relocates to another address within the City Limits of Independence, Missouri and served by IPL's electric distribution system, then Customer may transfer this Agreement to the service point of the new address, provided that Customer begins IPL electric service at their new address within 6 months of the date the Customer discontinues solar energy service at the Service Address listed on Page 1 of this Agreement and maintains good standing with IPL.
7. **Discontinuance of Electric Service.** If Customer's electric service with IPL is discontinued for any reason other than a transfer under item 6, above, then this Agreement shall terminate on the date electric service is discontinued.
8. **Term.** This Agreement shall begin on the date it is signed by IPL and will continue in effect for a minimum of 60 months (5 years) with annual, automatic one-year renewals thereafter until December 31, 2026, unless terminated earlier by either party or extended beyond December 31, 2026 by IPL at their sole discretion. Either party may terminate this Agreement at any time by giving written notice to the other party. Termination will be effective as of the beginning of the monthly billing period after IPL sends or receives written notice. Notices of termination shall be given in writing by US Mail-postage prepaid, Fax, or email to the address(es) listed above. If IPL terminates this Agreement without cause, Customer shall be entitled to receive all solar energy allocated to Customer's account prior to termination and will be refunded the Customer's Deposit. On expiration or termination of this Agreement for any reason (except for termination by IPL without cause), Customer shall not be entitled to any solar energy or SRECs credited, allocated, or accrued to Customer's account after the expiration or termination of this Agreement. If Customer has NOT remained in good standing and maintained participation in the Community Solar Program for a minimum of twenty four months (2 years) for Residential Customers and 60 months (5 years) for Commercial and Industrial Customers, the Customer's Deposit will NOT be refunded.
9. **Refundable Deposits.** After customer has continuously participated in this Agreement for the required length of time noted on Page one of this Agreement, Deposits will be refunded either by issuing a Check or by providing Billing Credits.
10. **Force Majeure.** Neither party shall be in default for failure to perform any obligation under this Agreement due to a cause beyond Customer's or IPL's reasonable control, including, without limitation, but not limited to, failure or delay by NAR to allocate, transfer or retire SRECs or changes in laws or regulations relating to SRECs. In the event of a change in laws or

regulations relating to SRECs that (i) makes it more difficult, expensive, or impractical to perform this Agreement or (ii) reduces the economic or environmental benefits to either party, then either party may terminate this Agreement by giving written notice to the other party. If termination is driven by a change in law, Customer's Deposit will be refunded.

11. **Disclaimers.** IPL MAKES NO REPRESENTATIONS REGARDING THE AVAILABILITY OF ENERGY FROM THE SOLAR FARM AND SHALL HAVE NO LIABILITY FOR THE FAILURE OF THE SOLAR FARM TO PRODUCE SOLAR ENERGY FOR ANY REASON OR REASONS. IPL DISCLAIMS ALL WARRANTIES REGARDING THE AVAILABILITY OF ENERGY FROM THE SOLAR FARM, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL NOT HAVE ANY RIGHT, TITLE, OR INTEREST IN THE SOLAR FARM.
12. **Waivers.** Any waiver by either party of any rights with respect to default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.
13. **Governing Law and Venue.** This Agreement shall be governed by MISSOURI law and federal laws applicable to SRECs. The venue for all actions arising out of this Agreement shall be the Circuit Court of JACKSON COUNTY, MISSOURI.
14. **Assignment.** Customer shall not assign this Agreement, except to an affiliate that controls, is under common control with, or is controlled by Customer. This Agreement shall be binding on all permitted assignees. IPL may assign this Agreement in its sole discretion.
15. **Entire Agreement.** The entire Agreement shall consist of this application and all applicable rates, policies, rules, and regulations of IPL in effect at the time of provision of electric service. In the event of a conflict, the rates, policies, rules, and regulations of IPL shall prevail. Advertising and informational brochures published by IPL shall not be part of this Agreement.