

**BRUNSWICK ELECTRIC MEMBERSHIP CORPORATION
VOLUNTARY COMMUNITY SOLAR AGREEMENT - MONTHLY**

This Community Solar Agreement (this "Agreement") is made and entered into as of _____, 20__, by and between Brunswick Electric Membership Corporation ("BEMC"), whose mailing address is P.O. Box 826, Shallotte, NC 28459, and the Member identified as follows ("Member"):

Member Name: _____

Member Account Number: _____

Service Address: _____

City, State & Zip Code: _____

E-Mail Address: _____

1. Community Solar Participation.

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

1.2. Member Allocated Multiplier.

of panels _____ divided by 738 panels= _____ Member Allocated Capacity Multiplier

1.3. BEMC agrees to provide to Member on its bill for the Service Address and Member Account Number noted above the monthly Community Solar Credits as provided in Section 4 for the Member's Allocated Capacity of Brunswick Electric Membership Corporation Community Solar Farms owned by Member EMC Solar Three, LLC ("Solar Farm Owner"), located in Brunswick Electric Membership Corporation territory.

1.4. Environmental Attributes. Member acknowledges and agrees that BEMC will acquire from Solar Farm Owner under a power purchase agreement all electric energy generated by the Solar Farms and all Environmental Attributes associated with the Solar Farms. Member acknowledges that all Environmental Attributes associated with the Solar Farms shall be retained by BEMC and Member agrees not to assert a position contrary to BEMC's ownership.

"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 Farms 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 BEMC, 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 Farms, including without limitation any renewable energy

*Rate capacity with actual capacity determined by BEMC in accordance with Section 4.

credits or similar rights arising under the North Carolina Renewable Energy Portfolio Standards, any federal or other state renewable portfolio standard, the Center for Resource Solutions' Green-e program 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. 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 (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), 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 Production Credits pursuant to this Agreement, the Member will pay to BEMC the sum of \$3.50 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 BEMC that they wish to discontinue participation in the program; 3) electric service is discontinued; or 4) BEMC elects to terminate this agreement with at least 90 days notice to the member.
4. **Solar Energy Credit.** During the Term, Member will receive a Community Solar Credit (calculated as provided below) for Member's Allocated Capacity as a credit on the monthly bill for electric service provided by BEMC to the Service Address.
 - 4.1 The Community Solar Credit for Member's Allocated Capacity applied to each monthly bill will be calculated as follows:

Member's Allocated Capacity Percentage from Section 1.2 multiplied by the total kWh solar energy production of the Brunswick Electric Membership Corporation's Solar Farms for the previous month multiplied by the current energy credit in BEMC's Rider RNM, Rate 30.
 - 4.2 Member agrees that BEMC's sole obligation with respect to payments to Member shall be to apply Community Solar 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 the program.
5. **Additional Agreements.** The parties further acknowledge and agree that:
 - 5.1. Member will not have access to the Solar Farms for any purpose. Member will have no ownership, possession right or control of the Solar Farms, and will have no rights or

obligations with respect to the maintenance or operation of the 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 Solar Farms.

- 5.2. Member is not relying on any representation, warranty or promise with respect to the BEMC Solar Farms or the Solar Farms made by or on behalf of BEMC, except to the extent specifically stated in this Agreement. MEMBER ACKNOWLEDGES AND AGREES THAT THE SOLAR FARM IS BEING USED IN THE Brunswick Electric Membership Corporation Community Solar Farms 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.
- 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 BEMC to Member or to modify in any way Member's rights and obligations as a member of BEMC. All of BEMC's rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law at any time.

6. Miscellaneous.

- (a) Failure of either party to insist on performance of any provision within this Agreement shall not be construed as a waiver of that provision.
- (b) Force Majeure. Because the Member is purchasing capacity credits based on actual solar energy production from the BEMC Solar Farms, interruptions due to a Force Majeure that affect the actual solar energy production of the BEMC Solar Farms is not a breach of BEMC's duty under this Agreement of performance as agreed herein has been made impractical by a Force Majeure. "Force Majeure" shall mean any act, even or circumstance that is not reasonable within the control of BEMC that prevents or delays in whole or in part BEMC'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, BEMC 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 BEMC Solar Farms, until such time as the detrimental effects upon the BEMC Solar Farms caused by the Force Majeure event can be repaired or remedied by BEMC.

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

**BRUNSWICK ELECTRIC
MEMBERSHIP CORPORATION:**

MEMBER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____