

ECOEC Community Solar Program Agreement

East Central Oklahoma Electric Cooperative

Agreement Number _____

This Agreement is made and entered into this ____ day of _____, 20__ by and between East Central Oklahoma Electric Cooperative, Inc., (ECOEC), with its principal place of business at 2001 S. Wood Dr., Okmulgee, Oklahoma 74447, and its mailing address at P.O. Box 1178, Okmulgee, OK 74447, and the Member, identified as follows:

Member Name: _____

Account Number: _____

Street Address: _____

Service Address: _____

If different than street address

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

SHARE OWNERSHIP:

Subject to the terms and conditions set forth, ECOEC hereby grants to the above mentioned Member _____ number of shares of the total production of ECOEC Community Solar Facility (Solar Facility) Unit #1. These shares shall be credited to the Member's account based on 0.1053% per share of the total production of Solar Facility Unit #1 on a per-month basis in accordance with the Community Solar Program Tariff. The member will receive the share production credits allocated during the designated term for share numbers _____.

In the event the applicable account associated with this Agreement is removed and/or not in service, ECOEC will make every attempt to contact the member to determine where share credits can be transferred. During this time, the electricity produced by these panels will be provided to the utility grid system and utilized by the entire membership of ECOEC. If after 60 days the member listed in this Agreement cannot be located to determine where share credits should be applied, share credit values will become the sole ownership of ECOEC.

TERMINATION PROVISIONS:

In the event that the participating member discontinues electric service for any reason or elects to discontinue participation in the program, the Member's shares may be assigned to another active qualified ECOEC account or reacquired by the Cooperative. It is the member's responsibility to notify ECOEC of such change in writing at least 30 days prior to the effective date of change. Share credits may not exceed total consumption of the account to which they are transferred. Notification will include the following information:

1. Member's name, mailing address and account number;
2. Agreement number, number of shares to be transferred and share identification numbers;
3. Current billed address;
4. New billed address;
5. The name of the individual or entity to whom member is assigning this Agreement; and
6. The effective date of such change or assignment.

The reacquisition rate for member shares by ECOEC shall be equal to the then effective fixed subscription amount per share for the current calendar year as reflected in the Community Solar Program Tariff.

ECOEC OBLIGATIONS:

ECOEC agrees to:

- Provide all maintenance for the Solar Facility and shall be responsible for ensuring that the Solar Facility meets all applicable codes, standards and regulatory requirements at the time of installation and throughout the term of this Agreement. In the event of equipment failure, ECOEC will bring the equipment back to working order as quickly as possible. In the event damaged equipment may be disconnected from the grid or is otherwise not generating electric energy, the Member will not receive any output for production until the Solar Facility is reconnected to the electrical grid.
- Acquire and maintain, at its sole cost, insurance for the Solar Facility will be listed as the sole loss payee for such insurance. In the event part or the whole of the Solar Facility is damaged beyond repair, ECOEC may elect, at its sole discretion, to replace such parts or the whole solar array if deemed necessary.

Governing Law/Jurisdiction/Venue:

This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Oklahoma, without regard to the principles of conflicts of laws thereof.

WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Member Name (please print)

Member Signature

Date

ECOEC ELECTRIC COOPERATIVE REPRESENTATIVE

Name: _____

Title: _____

ENERGY RATE CREDIT FACTOR FORMULA

$$\text{ERCF } (\$/\text{kWh}) = \text{PRC} * (1 + (\text{AWC} * \text{PCP}))$$

Where:

PRC = Prior year energy rate credit in \$/kWh

AWC = Average Wholesale Cost Compound Growth Rate. The compound rate of growth in the Average Wholesale Cost per kWh for the previous five years calculated using data from the Cooperative's annual Form 7 report.

PCP = Wholesale Power Cost as a percent of Operating Revenue. The sum of the previous five years wholesale power cost divided by the sum of the previous five year's operating revenue calculated using data from the Cooperative's Form 7.