



Guadalupe Valley Electric Cooperative Community Solar Subscription Terms of Service

I. Community Solar Subscription.

1.1 Community Solar Facility. The Cooperative is offering solar energy blocks (100 kWh) from our Nash Creek Community Solar Facility. The effective of this agreement is the date of signing by both parties.

1.2 Eligible Subscribers. The program is open to Cooperative members, not currently in collections, who take delivery of energy in a qualifying residential rate class.

1.3 Subscription Amount. Subscriber agrees to purchase the following number [] of solar energy blocks per month from the Solar Facility. A minimum purchase of one (1) block equaling 100 (kWh) of energy is required, but shall be no greater than 500 (kWh) or the member's lowest monthly historical energy consumption, which ever is lowest. The purchase of the solar energy blocks will be reflected on the GVEC electric bill as a separate line. The number of energy blocks purchased by the subscriber will be credited against energy usage every month. The Subscriber shall remain responsible for any Delivery Distribution charges. The subscriber has the ability to increase their subscription as long as energy blocks are available.

1.4 Environmental Attributes. GVEC acknowledges that currently there is no recognized value of "environmental attributes" associated with energy produced at this facility. "Environmental Attributes" means and includes all rights, credits, benefits, emissions reductions, offsets, and allowances resulting from the



environmental or renewable characteristics or attributes of the Solar Facility or the avoidance of the emission of any greenhouse gas, chemical, or pollutant to the air, soil or water, which may be deemed of value by the Cooperative. Subscriber acknowledges and agrees that if any Environmental Attributes associated with the Solar Facility are created or generated in the future that they shall remain the property of the Cooperative.

II. Subscription Price.

2.1 Purchase Price. As consideration for Subscriber's right to receive solar energy blocks from this facility, the Subscriber shall pay to the Cooperative a flat, fixed amount of \$5.90 for each 100 kWh energy block for the term of this agreement.

III. Terms.

The terms of this agreement will be considered accepted upon subscriber enrollment in the Nash Creek Community Solar project. The change will be reflected on the member's current billing cycle. The agreement to subscribe to the Nash Creek Solar Facility will continue until Subscriber notifies the Cooperative of intent to withdraw. The GVEC Board of Directors will only have the opportunity to change the Community Solar Rate once a year, at the Cooperative's Regular Board Meeting held in the month of October.

IV. Departure.

In the event that a subscriber is no longer a member or is no longer able to participate in the program, the Subscriber will surrender all right, title and interest in and to this Agreement.



V. Limitations.

5.1 Facility Access. Subscriber may be given limited access to tour the Solar Facility during scheduled touring dates.

5.2 Exclusive Rights of the Cooperative. Subscriber will have no ownership, possession rights or control of the Solar Facility, and will have no rights or obligations with respect to the maintenance or operation of the Solar Facility. This Agreement does not convey to Subscriber 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 Facility.

5.3 Disclaimer of Warranties. Except as expressly stated in this Agreement, Subscriber is not relying on any representation, warranty or promise with respect to the Solar Facility, including but not limited to availability or applicability of any federal, state or local tax credit or other incentive, made by or on behalf of the Cooperative.

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SOLAR FACILITY AND THE TERMS AND CONDITIONS OF PARTICIPATION IN GUADALUPE VALLEY ELECTRIC COOPERATIVE COMMUNITY SOLAR PROJECT ARE ACCEPTED 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.

5.4 No Modification. Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by the Cooperative to the Subscriber or modify in any way a Subscriber's rights and obligations as a member of the Cooperative. All rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law at any time and the action of the Cooperative's Board of Directors.

VI. Notices.

All notices and other communications to a party under this Agreement must be in writing, delivered to the mailing address for such party stated above, and will be deemed delivered upon the earlier of: (a) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, or (b) the following business day after being delivered by a commercial overnight courier service.

VII. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, and all other communications between the



parties. This Agreement shall not be amended or terminated except by an instrument in writing signed by each party.

VIII. Governing Law/Jurisdiction Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Texas, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction in Gonzales County, Texas shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.