

**JO-CARROLL ENERGY
COMMUNITY SOLAR AGREEMENT**

This **Community Solar Agreement** (this "Agreement") is made and entered into as of _____, 20__, by and between **Jo-Carroll Energy, Inc. (NFP) ("JCE")**, whose mailing address is **PO Box 390 739 U.S. Route 20 West Elizabeth, IL 61028-0390**, its successors and assigns, and the member identified as follows ("Member"), their heirs, successors, and assigns (hereinafter, JCE and Member collectively referred to as "the Parties"):

Member Name: _____

Service Address: _____

City: _____

State: _____

Zip Code: _____

1. Community Solar Participation.

1.1. Eligible Participants. The program is open to all JCE electric members in good standing as defined by JCE's policies and bylaws.

1.2. Amount Purchased.

of panels _____ x 275 watts (DC) = _____ watts

Member hereby purchases and JCE hereby agrees to provide to Member on its bills for the Service Address noted above (the "Service Address"), Production Credits allocated (as provided in Section 4 below) to a portion of the 126. 5kW (DC) of the capacity ("Member's Allocated Capacity") of the **South View Solar Farm** located at JCE headquarters in Elizabeth, IL (the "Solar Farm"). The Solar Facility is owned by JCE's affiliate, Four County Renewable Energy, LLC ("Solar Farm Owner").

The number of panels purchased must be approved by JCE. (The annual average output of each panel is expected to produce approximately 375 kilowatt hours per year)

1.3. Environmental Attributes.

Member acknowledges and agrees that JCE will acquire from Solar Farm Owner under a power purchase agreement all electric energy generated by the Solar Farm and all Environmental Attributes associated with the Solar Farm. Member acknowledges that all Environmental Attributes associated with the Solar Farm shall remain the property of JCE and Member agrees not to make any statement contrary to such ownership by JCE.

“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 Farm 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 **JCE**, 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 Farm, including without limitation any renewable energy credits or similar rights arising under Illinois, any federal or 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 (SO_x), nitrogen oxides (NO_x), 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 has paid to **JCE** the sum as indicated in Exhibit C per 275 watts of Member’s Allocated Capacity, upon execution of this Agreement (the "Allocated Capacity Fee").
3. **Term.** This Agreement shall be effective on January 1, 2015, or date of this signed agreement, whichever is later, and will continue until December 31, 2034 (the "Term"), subject to early termination as provided in this Agreement.
4. **Solar Energy Credit.** During the Term, Member will receive a Production Credit (calculated as provided below) for Member’s Allocated Capacity as a credit on the monthly invoices for electric service provided by **JCE** to the Service Address.

4.1 The Production Credit (PC) for Member’s Allocated Capacity (MAC) applied to each monthly invoice will be determined by calculating the product of the Member’s Allocated Capacity divided by the total nameplate capacity (NPC) of the Solar Farm, then multiplied by the total kWh of electric energy delivered (kWh_d) by the Solar Farm in the prior calendar month and then multiplied by \$0.12.

$$PC = (MAC/NPC) \times kWh_d \times \$0.12$$

4.2 The maximum amount of Production Credits that will be applied to each monthly invoice is the amount of the invoice prior to application of the Production Credits. Any excess Production Credits will be rolled over and applied first to the next monthly invoice, provided that the maximum amount of Production Credits that will be applied to the last monthly invoice during the Term is the amount of the invoice prior to application of the Production Credits.

4.3 Member agrees that JCE's sole obligation with respect to payments to Member shall be to apply Production Credits as a credit on Member's invoice for electric service provided by JCE to the Service Address, according to the conditions of this Agreement. JCE shall not have an obligation to pay cash or other consideration for accumulated, unused Production Credits except as otherwise provided herein.

4.4 Production Credits will expire if not used in the twelve month period from April 1 to March 30 during the term of this Agreement beginning after the first full year of production.

5. Repurchase or Resale.

5.1. **JCE Repurchase.** In JCE's sole discretion, JCE may, at any time and from time to time, elect to repurchase all or any portion of Member's Allocated Capacity and the associated rights to receive Production Credits, and Member is obligated to sell such Allocated Capacity and associated rights to JCE pursuant to the terms of this Section 5. Such repurchase will occur as follows:

A. JCE will notify Member of JCE's election to exercise its repurchase right and the kW amount of Member's Allocated Capacity and associated rights to receive Production Credits being repurchased (the "Repurchase Notice").

B. The repurchase price for the Member's Allocated Capacity associated with each Production Unit will be equal to the amount set forth in Exhibit A hereto.

C. JCE will repurchase the kW amount of Member's Allocated Capacity identified in the Repurchase Notice within 30 days after sending such Repurchase Notice by sending payment to Member in an amount equal to the sum of (a) the repurchase price as calculated in clause (B), plus (b) any earned Production Credits with respect to the amount of kW of Member's Allocated Capacity being repurchased not yet credited to the invoice for the Service Address. On receipt by Member of the payment provided in this Section 5 C., (i) Member's right to receive Production Credits with respect to the amount of kW of Member's Allocated Capacity so repurchased will terminate, and (ii) JCE will have no further obligation to Member with regard to such Production Credits.

D. JCE reserves the right to repurchase a portion or all of the Member's allocated capacity if at any time during this Agreement the Member does not meet the requirements of Section 1.1 of this Agreement. The amount paid to the Member by JCE in the event of repurchase shall be equal to the amount set forth in Exhibit B attached hereto, which corresponds to the year during this Agreement when JCE elects to repurchase, minus any outstanding balance on the Member's electric account with JCE to which credits were applied under this Agreement before repurchase.

5.2. **Resale.** In Member's sole discretion, Member may, at any time and from time to time, elect to re-sell all of Member's Allocated Capacity and the associated rights to receive Production Credits to JCE, and JCE is obligated to purchase such Allocated Capacity and associated rights from Member pursuant to the terms of this Section. Such re-sale will occur as follows:

(i) Member will notify JCE of Member's election to exercise its re-sale right and the kW amount of Member's Allocated Capacity and associated rights to receive Production Credits being re-sold (the "Resale Notice").

(ii). The re-sale price for the Member's Allocated Capacity associated with each Production Unit will be equal to the amount set forth on Exhibit B hereto.

(iii). JCE will repurchase the Member's Allocated Capacity associated with the Production Units identified in the Resale Notice within 30 days after receiving such Resale Notice by sending payment to Member in an amount equal to the sum of (x) the re-sale price as calculated in clause (ii), plus (y) any earned Production Credits with respect to the amount of Production Units being repurchased not yet credited to the invoice for the Service Address. On receipt by Member of the payment provided in this Section 5(b)(iii), Member's right to receive Production Credits with respect to the Production Units so re-sold will terminate, and JCE will have no further obligation to Member with regard to such Production Credits.

This Agreement will terminate upon repurchase by **JCE** of all of Member's Allocated Capacity and associated rights to receive Production Credits pursuant to 5.1 or 5.2 above.

6. Transfer/Assignment. Member may request that **JCE**: (a) permit Member to change the Service Address for which the Production Credits will apply to another Service Address within **JCE's** electric service territory for which Member is obligated to pay **JCE** for electric service and meets all requirements in 1.1, or (b) permit Member to assign this Agreement to another individual or entity provided such assignee's Service Address is located within **JCE's** electric service territory and meets all requirements in 1.1. Member must notify **JCE** of such proposed change or assignment in writing at least 30 days prior to the proposed effective date of such change or assignment, which notice must include:

1. Member's name and mailing address;
2. The current Service Address;
3. The new Service Address (if applicable);
4. The name of the individual or entity to whom Member is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Member for such assignment; and
5. The proposed effective date of such proposed change or assignment.

JCE may, in connection with its consideration of such a request, elect, in its sole discretion, to repurchase all or any portion of Member's Allocated Capacity and associated rights to receive Production Credits as provided in Section 5.

The value of any consideration to be provided to Member for assignment of this Agreement may not exceed the purchase price that would apply if **JCE** were repurchasing Member's Allocated Capacity and related rights to receive Production Credits as determined under Section 4.

JCE's determination as to whether to repurchase all or any portion of Member's Allocated Capacity and associated rights to receive Solar Energy Production credits or consent to any proposed change of Service Address or assignment of this Agreement shall be made in accordance with the then current South View Solar Farm policies as established by JCE's board of directors from time to time.

Upon any assignment of this Agreement pursuant to this Section 5, the Member will surrender all right, title and interest in and to this Agreement. No assignment will extend beyond the Term of this Agreement.

Except as provided above in this Section 6, Member may not assign, gift, bequeath or otherwise transfer any of its rights or obligations under this Agreement to any other individual or entity for any purpose, including without limitation as security for any debt or obligation. Any attempted assignment in violation of this Section 6 shall be null and void.

7. **Additional Agreements.** The parties further acknowledge and agree that:

7.1. Member will not have access to the Solar Farm for any purpose. Member will have no ownership, possession right or control of the Solar Farm, and will have no rights or obligations with respect to the maintenance or operation of the Solar Farm. 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 Farm.

7.2. ALL WARRANTIES RELATING TO THE SOUTH VIEW SOLAR FARM, ITS EQUIPMENT, PERFORMANCE, AND OUTPUT OF CAPACITY OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

7.3. Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by JCE to Member or to modify in any way Member's rights and obligations as a member of JCE. All of JCE's rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law, as well as JCE policies and bylaws, at any time.

7.4. **Force Majeure.** Because the Member is purchasing capacity credits based on actual electric energy production from the South View Solar Farm, interruptions due to a Force Majeure that affect the actual electric energy production of the South View Solar Farm is not a breach of JCE's duty under this Agreement if performance as agreed herein has been made impracticable by a Force Majeure. "Force Majeure" shall mean any act, event, or circumstance that is not reasonably within the control of JCE that prevents or delays in whole or in part JCE'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 a Force Majeure, JCE 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 production from the South View Solar Farm, until such time as the

detrimental effects upon the South View Solar Farm caused by the Force Majeure event can be repaired or remedied by JCE.

8. **Notices.** All notices, requests, consents, 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 to a reputable overnight courier service.

9. **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, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

10. **Governing Law/Jurisdiction/Venue.** This Agreement shall be deemed to have been made in, and shall be construed under, the laws of the State of Illinois, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Jo Daviess County, Illinois shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

11. **Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

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

Jo-Carroll Energy, Inc. (NFP):

MEMBER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Office Use Only	
# Panels _____	see Exhibit = _____
	C
CK # _____	Membersep: _____

EXHIBIT A

JCE Repurchase Price

Contract Year Price Per Production Unit

Year 1	\$930.00
Year 2	\$930.00
Year 3	\$930.00
Year 4	\$930.00
Year 5	\$930.00
Year 6	\$868.00
Year 7	\$806.00
Year 8	\$744.00
Year 9	\$682.00
Year 10	\$620.00
Year 11	\$558.00
Year 12	\$496.00
Year 13	\$434.00
Year 14	\$372.00
Year 15	\$310.00
Year 16	\$248.00
Year 17	\$186.00
Year 18	\$124.00
Year 19	\$62.00
Year 20	\$0.00

EXHIBIT B

Member Re-Sale Price

Contract Year Price Per Production Unit

Year 1	\$349.00
Year 2	\$349.00
Year 3	\$349.00
Year 4	\$349.00
Year 5	\$349.00
Year 6	\$326.00
Year 7	\$302.00
Year 8	\$279.00
Year 9	\$256.00
Year 10	\$233.00
Year 11	\$209.00
Year 12	\$186.00
Year 13	\$163.00
Year 14	\$140.00
Year 15	\$116.00
Year 16	\$93.00
Year 17	\$70.00
Year 18	\$47.00
Year 19	\$23.00
Year 20	\$0.00

EXHIBIT C

Purchase Price

Contract Year Price Per Production Unit

2015	\$890.00
2016	\$846.00
2017	\$801.00
2018	\$757.00
2019	\$712.00
2020	\$668.00
2021	\$623.00
2022	\$579.00
2023	\$534.00
2024	\$490.00
2025	\$445.00
2026	\$401.00
2027	\$356.00
2028	\$312.00
2029	\$267.00
2030	\$223.00
2031	\$178.00
2032	\$134.00
2033	\$89.00
2034	\$45.00

Price Per Production Unit is valid for the entire calendar year in which output is subscribed, regardless of the date on which the subscription is effective.