



Community Solar Program Agreement Unit #1

This Agreement is made and entered into this _____ day of _____, 20____ by and between Tri-County Electric Cooperative, Inc., (TCEC), with its principal place of business at 995 Mile 46 Road, Hooker, Oklahoma 73945, and its mailing address at P.O. Box 880, Hooker, Oklahoma 73945-0880, and the Member, identified as follows:

Member Name: _____

Account Number: _____

Mailing Address: _____

Service Address: _____
(If different than mailing address)

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIPTION OWNERSHIP

Subject to the terms and conditions set forth, TCEC hereby grants to the above mentioned Member _____ subscription(s) of the total production of Community Solar Array Unit #1. These subscription(s) shall be credited to the Member's account based on 0.026% per share of the total production of Community Solar Array Unit #1 on a per-month basis.

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

For more details, please refer to the Community Solar Program – Rate 110 section of the TCEC Rules and Regulations of Service found at www.tcec.coop.

TERMINATION PROVISIONS

In the event that the participating Member discontinues electric service or elects to discontinue participation in the program, the Member's subscription(s) may be assigned to another active qualified TCEC account or repurchased by the Cooperative at the value established for that operating year. It is the Member's responsibility to notify TCEC of such change in writing at least 30 days prior to the effective date of change. Subscription credits may not exceed 80% of the 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. Contract number and number of subscriptions to be transferred;
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 repurchase rate for Member subscriptions by TCEC shall be equal to the then effective fixed subscription amount per share for the current operating year.

TCEC OBLIGATIONS

TCEC agrees to:

- Provide all maintenance for Community Solar Array Unit #1 and shall be responsible for ensuring that Community Solar Array Unit #1 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, TCEC 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 Community Solar Array Unit #1 is reconnected to the electrical grid.
- Acquire and maintain, at its sole cost, insurance for Community Solar Array Unit #1 and it will be listed as the sole loss payee for such insurance. In the event part or the whole of Community Solar Array Unit #1 is damaged beyond repair, TCEC 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 laws of the State of Oklahoma.

For more details, please refer to the Community Solar Program – Rate 110 section of the TCEC Rules and Regulations of Service found at www.tcec.coop.

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

Member Name (please print)

Member Signature

Date: _____

TCEC REPRESENTATIVE

Name: _____ Title: _____

Return this agreement with payment to:

**TCEC, P.O. Box 880, Hooker, Oklahoma 73945
Phone: 580-652-2418, Email: info@tcec.coop, Fax: 580-652-3151**

<i>Office Use Only</i>	
<i>Date Received:</i> _____	<i>Received by:</i> _____