

## TERMS OF SERVICE (“AGREEMENT”)

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation Form for an explanation of this right.

THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN A MINNESOTA COMMUNITY SOLAR FARM. THIS AGREEMENT, AND YOUR PAYMENT HEREUNDER, ENTITLES YOU SOLELY TO SOLAR BILL CREDITS ON YOUR UTILITY BILL, WHICH MAY ONLY BE USED TO OFFSET YOUR OWN ELECTRIC UTILITY USAGE, AND YOU WILL NOT RECEIVE ANY OWNERSHIP INTEREST IN THE SYSTEM OR OTHER ATTRIBUTES OR COMMODITIES ASSOCIATED WITH THE COMMUNITY SOLAR FARM, NOR ANY PROFIT (THROUGH ANY TAX CREDITS, REBATES, EARNINGS, CAPITAL APPRECIATION OR OTHERWISE) RELATED TO EITHER THE COMMUNITY SOLAR FARM OR ENTERING INTO THIS AGREEMENT.

### Description of Community Solar Farm

The Clearway Community Solar farm facility (the “Community Solar Farm”) will be a solar photovoltaic system located in the service territory of Northern States Power Company, doing business as Xcel Energy (“NSP”) (the “Service Territory”). You must be a retail customer of NSP, and live in the same Minnesota county or in a Minnesota county adjacent to the county in which the Community Solar Farm is located, in order to become a subscriber of the Community Solar Farm (“Subscriber”). For each kilowatt-hour of electricity generated by the Community Solar Farm in a monthly billing period and delivered to NSP, NSP will provide a bill credit (“Solar Bill Credit”) to you to compensate for your beneficial share of the solar photovoltaic electricity produced by the Community Solar Farm. The Solar Bill Credit dollar value is calculated pursuant to the approved Solar\*Rewards Community Program tariff of NSP’s published rate book approved by the Minnesota Public Utilities Commission (the “Tariff”) and the Standard Contract for Solar\*Rewards Community (the “PPA”) to be entered into by and between Clearway Community Solar and NSP in accordance with the Tariff whereby NSP will agree to purchase all of the photovoltaic energy produced by the Community Solar Farm and to pay for such energy by providing Solar Bill Credits to subscribers to the Community Solar Farm. For this agreement (together with the Exhibits hereto, the “Agreement”), the Solar Bill Credit will be determined using the “Enhanced Bill Credit” (defined in the PPA). The Solar Bill Credit rate includes (i) a component based on the applicable retail rate (“ARR”) set forth in the Tariff and PPA and calculated by taking the full retail rate (including energy, demand, and customer charges and applicable riders) for the applicable customer class, and (ii) an additional fixed price for the transfer of all renewable energy credits (“RECs”) to NSP. The Solar Bill Credit rate will change during the Term based on changes in the ARR, but the REC portion of the Solar Bill Credit will remain fixed throughout the Term. Subject to the terms and conditions of this Agreement, you will be allocated Solar Bill Credits based on your allocated portion (percentage) of the total nameplate capacity of the Community Solar Farm (the “Allocation Amount”). Your Allocation Amount must be sized to represent at least two hundred (200) watts, but can be no more than 40% of the total nameplate capacity of the Community Solar Farm, and, combined with other distributed generation resources serving the address at which you are a retail customer of NSP, can be no more than 120 percent of your average annual consumption of electricity over the last twenty-four (24) months at the address at which you are a retail customer of NSP. The Solar Bill Credits allocated to you will appear on your monthly invoice for retail electric service from NSP and will offset charges that appear on that invoice. If the Solar Bill Credits exceed the amount you owe in any billing period, the excess portion of the Solar Bill Credit will be carried forward to the next billing period. Solar Bill Credits will be carried forward for at least a twelve-month cycle, after which NSP shall purchase all Solar Bill Credits with the billing statement that covers the period including the last day in February and restart the credit cycle on the following period with a zero credit balance.

This Agreement is between “you” or “customer” (which includes the property owner and any co-owner listed above, together with any estates, heirs, successors and permitted assigns), and Clearway Community Solar LLC, a Delaware limited liability company located at 100 California Street, Suite 400, San Francisco, CA 94111 (together with its successors and assigns, “Clearway Community Solar”, “Owner”, “we” or “us”). The two parties are collectively the “Parties” and each a “Party” to this Agreement.

### 1. Contents of Agreement:

Pursuant to this Agreement, in consideration for your payments, you will be entitled to receive a portion of the Solar Bill Credits generated by the Community Solar Farm equal to your Allocation Amount. We may update your Allocation

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Amount from time to time to reflect your historical electricity consumption data.

Your Allocation Amount does not represent an ownership or other interest in the Community Solar Farm, or in any solar panel or other equipment or the real estate on which the Community Solar Farm is located, nor does it entitle you to receive any portion of the actual electricity generated by the Community Solar Farm or of any attributes (including, without limitation, RECs) or commodities associated with the Community Solar Farm or such electricity other than the Solar Bill Credits. You acknowledge that this is a service contract and Clearway Community Solar is not a utility. This Agreement is comprised of the body of the Agreement and the following attached exhibits (the "Exhibits"):

**Exhibit 1** is the Solar\*Rewards Community Subscriber Agency Agreement and Consent Form ("Agency Agreement") that is required by NSP to assign you, the Subscriber, to a Community Solar Farm. When you sign this Agreement, you agree to the terms of the Agency Agreement and will execute the Agency Agreement at the same time that you execute this Agreement. Once we've identified the Community Solar Farm you will be assigned to, we will provide you a completed copy of the Agency Agreement. You hereby authorize Clearway to designate the Community Solar Farm to which you will be assigned, and to change your designated Community Solar Farm as Clearway reasonably deems necessary in its sole discretion. We may, from time to time during the Term, request that you execute a new Agency Agreement to facilitate application of your Allocation Amount to a different Community Solar Farm, in which case we will provide you with an updated document for your records. You agree to so execute a new Agency Agreement within seven (7) days of Clearway's request.

**Exhibit 2** is the Notice of Cancellation to be used if you decide to exercise your right to cancel this Agreement.

## 2. Term:

- a) The term of this Agreement (the "Term") begins after it is signed by you, unless terminated earlier pursuant to the terms hereof, will end on the twenty-fifth (25th) anniversary of the first day of the first full month upon which commercial operation of the Community Solar Farm is achieved ("Production Start Date") following completion of all requirements and processes required under the interconnection agreement with NSP ("Interconnection Agreement").
- b) We will advise you of the Production Start Date.
- c) WE MAY REJECT THIS YOUR ENROLLMENT FOR ANY REASON BEFORE THE PRODUCTION START DATE SHOULD YOU NOT MEET UNDERWRITING REQUIREMENTS OR FAIL TO PROVIDE ANY REQUIRED DOCUMENTATION, SUCH AS PAST UTILITY BILLS. WE SHALL HAVE NO OBLIGATIONS UNDER THIS AGREEMENT UNTIL WE INFORM YOU IN WRITING THAT YOUR ENROLLMENT IS COMPLETED AND YOU ARE ELIGIBLE TO RECEIVE SOLAR BILL CREDITS.
- d) We may deliver a copy of the Agreement to you by electronic means (e.g., via email or download).

## 3. Early Termination:

- a) **Rescission.** You may rescind this transaction, without any penalty or obligation, by submitting the Notice of Cancellation to us at any time prior to midnight of the third (3rd) business day ("Rescission Period") after the signing of this Agreement. See Exhibit 2, the attached Notice of Cancellation form for an explanation of this right.
- b) **Cancel During Early Cancellation Period.** In addition to your ability to cancel this Agreement as described in Sections 3(a), 3(c), 3(d), and 3(e), you may elect to cancel this Agreement, without any Cancellation Fee, by providing written notice to us until the earlier-occurring of either: (i) thirty (30) calendar days before the Production Start Date, or (ii) ninety (90) calendar days following the date on which you execute this Agreement ("Early Cancellation Period"). Cancelling during the Early Cancellation Period may take up to one hundred twenty (120) calendar days to process if the Production Start Date occurs during the processing time. You will be responsible for all Monthly Payments (including, as applicable, estimated payments) due under this Agreement through the date of termination if the Production Start Date occurs during the processing of your cancellation.
- c) **Cancel Any Other Time.** You may cancel this Agreement any time after the Rescission Period through the end of the Term by providing us at least one hundred twenty (120) calendar days' written notice and paying a **\$0 cancellation fee ("Cancellation Fee")**. You agree that the Cancellation Fee is intended to reflect the damages that we would incur to cover the cost of replacing you as a customer and is not intended as a penalty. You will

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be responsible for all Monthly Payments and accrued fees due through the date of termination, and will continue to receive Solar Bill Credits through the date of termination unless the account number on file at the time of cancellation is no longer valid. The Cancellation Fee will be waived upon receipt by Clearway Community Solar of documentation reasonably evidencing Customer's death prior to the end of the Term.

- d) **Cancel with Replacement Customer.** To avoid paying the Cancellation Fee you may cancel this Agreement by (i) providing one hundred twenty (120) calendar days' advance written notice to us and (ii) referring an Eligible Replacement Customer that executes a Terms of Service with us for your Allocation Amount. An "Eligible Replacement Customer" is an individual that satisfies our customer qualification requirements, as they exist at the time of the Eligible Replacement Customer's enrollment, that successfully executes this Agreement (including all required permissions and disclosures), and is accepted for enrollment under the applicable Tariff by the NSP. Customer qualification requirements are subject to change and may include, but are not limited to, credit requirements, electricity usage appropriate for your Allocation Amount, and maintaining an active NSP account. While you may find an Eligible Replacement Customer, you may not "sell" your right to your Allocation Amount to any other person. You will be responsible for all Monthly Payments and accrued fees due through the date of termination.
- e) **Moving.** If you move to a new residence you are obligated to provide us written notice of your new residence address at least one hundred twenty (120) calendar days prior to your move. We reserve the right to require that you provide additional evidence documenting your move. If you move to a new residence and continue to be a customer in the same county as the Community Solar Farm or in a county adjacent to the county in which the Community Solar Farm is located, this Agreement will continue, but you must provide us one hundred twenty (120) calendar days' advance written notice of your new residence address and new NSP account information. In the likely event that you open a new NSP account at your new address within the Service Territory, your new account may be subject to NSP review and approval for enrollment under its Tariff. We are not responsible for any actions or inactions by NSP. You will be responsible for all Monthly Payments due under this Agreement regardless of when any such changes take effect. If you move to a new residence and, provide us with one hundred twenty (120) calendar days' notice with acceptable proof that you moved outside of the service territory, no Cancellation Fee will be charged. You will be responsible for all payments (including, as applicable, estimated payments) due under this Agreement through the last full billing cycle and the partial billing cycle (if applicable) in the one hundred twenty (120) calendar days after you provide notice. Clearway Community Solar will continue to direct NSP to place Solar Bill Credits on your NSP bill until the earlier of: (1) the billing cycle during which the one hundred twenty (120) calendar days' advance notice period expires, and (2) the date your NSP account is closed. Upon presenting acceptable proof of your move outside of the Service Territory, we will confirm in writing that you owe no cancellation fees other than payments required under this paragraph (or, if we have invoiced and you have paid a Cancellation Fee, we will refund that payment above the payments required in this paragraph).
- f) **Cancellation by Clearway.** Clearway Community Solar may terminate this Agreement upon written notice to you (i) at any time prior to the Production Start Date, (ii) at any time after the Production Start Date due to a change in law or regulation or interpretation thereof, or (iii) at our discretion. If we terminate this Agreement, we will not have any liability to you. We may terminate due to a change in law, regulation, interpretation thereof, decision, determination, or order related to the Community Solar Farm ("Change in Law") if: (i) as a result of the Change in Law you are no longer entitled to receive Solar Bill Credits on your bill, or (ii) the Change in Law, a change in utility rate structure, a change in the relationship of the Solar Bill Credit, or is reasonably expected to have, a material adverse effect on us or the applicable Community Solar Farm. You will be obligated to make payments to us for any Solar Bill Credits or estimated payments generated through the date of termination.

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g)

MOVE TERMS	TIME TO PROCESS YOUR REQUEST	FEE
<b>Moving Inside Service Territory &amp; Taking Service with You</b>	120 days	\$0
<b>Moving Outside Service Territory with Proof of Move</b>	120 days	\$0
CANCELLATION TERMS		
<b>Cancel During Early Cancellation Period*</b>	120 days	\$0
<b>Cancel with a Replacement Customer</b>	120 days	\$0
<b>Cancel Any Time for Any Reason</b>	120 days	\$0

*\*Eligible until the earlier of: (1) 30 days before the Production Start Date or (2) 90 days after you execute this Agreement.*

**4. Payments:**

- a) Following the Production Start Date, you are responsible for paying the amount shown on monthly invoices sent by us to you. You shall make the payments set forth on each monthly invoice on or before the due date set forth on such invoice. Xcel Energy Enhanced Bill Credit **\$0.1586** per kWh (“EBC”) as of 4/1/2021. EBC is subject to change annually and Solar Bill Credits may not be immediately available. For each monthly billing period, the amount you will owe for the right to receive a share of Solar Bill Credits will be equal to the product of (i) the amount of energy generated by the Community Solar Farm and delivered to NSP for the relevant month, multiplied by (ii) your percentage equivalent Allocation Amount of the Community Solar Farm, multiplied by (iii) the Subscription Rate **\$0.1416** per kWh (subject to 2% annual escalation rate) (the “Monthly Payment”). The amount of the Monthly Payment may be adjusted pursuant to other terms and conditions of this Agreement, the PPA and the Tariff.
- b) Payments may be made by your choice of check, money order, credit card, or debit card, or by authorizing us to charge amounts automatically to your credit or debit card or deduct amounts automatically from your checking or savings account. To authorize such automatic payments, you may enroll by logging into your customer portal account at [www.my-clearway.com](http://www.my-clearway.com) or by calling us at 855-712-7508. **If you authorize automatic payments, then after the first three consecutive months of such payments, you will receive a credit of forty dollars (\$40) to your account on the following month’s invoice.** If you elect to make payments by check or money order, then you are responsible for mailing your payment to the following address:  
  
**Clearway Community Solar**  
**Attention: Remittance Processing**  
**P.O. Box 4387**  
**Portland, OR 97208**
- c) You agree to pay interest on payments more than thirty (30) days past due of 1% per month, but not more than the maximum interest rate permitted by law. You also agree to pay a return check fee or payment denial fee of twenty-five dollars (\$25), but not more than the maximum permitted by law, each time your bank refuses or returns your check or electronic debit payment (as applicable).
- d) Estimated Taxes: The Monthly Payments do not include applicable taxes. We will be responsible for all income, gross receipts, ad valorem, personal property, or real property or other similar taxes and any franchise fees or similar fees assessed against us for our interests in the Community Solar Farm. We will not be responsible for any taxes assessed against you based on or related to your overall income or revenues. If applicable, you agree to pay, in addition to the specified Monthly Payment, any applicable federal, state or local sales and use taxes, and

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any other governmental charges on or related to this Agreement, as invoiced by us or imposed directly by your local jurisdiction, unless prohibited by law.

- e) Billing Adjustments: NSP will determine the amount of electricity generated by the Community Solar Farm based on a metering device at the location of the Community Solar Farm. In the event that we become aware of an error on an invoice for a prior billing period, we will endeavor to provide a billing adjustment on your next invoice. If NSP makes a billing adjustment and reduces the amount of electricity delivered from the Community Solar Farm, resulting in a decrease in the Solar Bill Credits allocated to you, we will reimburse you in the form of a credit on your next invoice for the amount of Monthly Payment you paid that was in excess of the Monthly Payment you should have paid based on the reduced electricity generated/Solar Bill Credit you received. If NSP makes a billing adjustment and increases the amount of electricity delivered from the Community Solar Farm, resulting in an increase in the Solar Bill Credits allocated to you for a period, we will invoice you on your next invoice for the additional amount of Monthly Payment you should have paid based on the increased electricity generated/Solar Bill Credit you received compared to the Monthly Payment you actually paid.

## **5. Customer Acknowledgments, Rights and Obligations:**

- a) Except as expressly set forth in the Agreement, you will not have any rights or obligations with respect to the development, financing, construction ownership, operation or maintenance of the Community Solar Farm.
- b) You have no ownership or other interest in the Community Solar Farm or the actual electric generation of the Community Solar Farm and other than your allocated portion of the Solar Bill Credits, no right with respect to any attribute (including, without limitation, RECs) or commodity associated with the Community Solar Farm or such electric generation, nor shall you have any right to access the Community Solar Farm.
- c) You agree that you will cooperate with us as reasonably necessary to facilitate the compliance of this Agreement and the Community Solar Farm with (i) any regulatory requirements affecting this Agreement and in effect from time to time, (ii) the PPA, and (iii) the Tariff. You further agree to execute, and to assist us in obtaining, all documentation related to the implementation of this Agreement and your receipt of Solar Bill Credits hereunder, including, without limitation, the execution of the Agency Agreement. You also acknowledge that Clearway may apply your Allocation Amount to a different Community Solar Farm at any time during the term. You agree to cooperate with us as reasonably necessary to facilitate any such application of your Allocation Amount to a different Community Solar Farm, including, without limitation, execution of a new Agency Agreement within seven (7) days of Clearway's request.
- d) You acknowledge that you are solely responsible for maintaining your customer account with your NSP and you understand that the Solar Bill Credits you are allocated under this Agreement may only cover a portion of the usage appearing on your NSP invoices and any charges not covered by the Solar Bill Credits are your responsibility.
- e) You agree that we may obtain your NSP account information, historical electricity consumption data, current and historical electricity rate data, historical billing data, and other utility-related data from your NSP and/or an authorized third party. You further authorize us to share this data with our affiliates, financiers, lawyers, accountants, and agents, subject to the requirements of applicable law and only to the extent reasonably required to facilitate service to you under this Agreement. The authorizations in this Section 5(e) shall be valid during the Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement.
- f) If the NSP account number at your current residence changes, then you are obligated to provide us with written notice of your new NSP account number. We will coordinate with the NSP to have Solar Bill Credits reassigned to your new account. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.
- g) You agree that, as between you and us, we are the owner of, and have the sole right to claim and receive any and all tax, environmental or other attributes or credits, grants, subsidies, renewable energy attributes or credits (including, without limitation any and all RECs), carbon offset credits, rebates, capacity payments or other benefits related to the

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Community Solar Farm and/or the electricity generated by the Community Solar Farm (collectively, "Incentives"), and any other benefits of ownership of the Community Solar Farm, both presently and in the future. You acknowledge that the Solar Bill Credits you receive from the Community Solar Farm are not considered renewable energy or solar power for the purposes of federal, state, and local policy incentive purposes, and you further agree not to make any claims or representations to the contrary (including claiming to have received clean energy or solar energy), or take any actions (including attempting to sell RECs from the Community Solar Farm), which would conflict with our rights to any Incentives, including any environmental or renewable energy attributes.

- h) By signing this Agreement, you agree that, as allowed by applicable law, we may periodically: (a) access your consumer credit report(s) and credit score(s) with all or any of the following entities: Experian, TransUnion, Equifax, FICO, or any other entity that provides consumer financial information; (b) furnish information related to your account to credit reporting agencies; and (c) disclose information obtained to our affiliates and our actual or prospective financing partners, investors, insurers, and acquirers of all or a portion of our business or assets for the purpose of evaluating your creditworthiness. We may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll- free, 1-888-5-OPTOUT (1-888-567-8688).

## **6. Clearway Community Solar's Rights and Obligations:**

- a) We will provide to you a public annual report regarding the Community Solar Farm as of the end of the calendar year or other fiscal year.
- b) We will claim and receive any and all Incentives, and any other benefits of ownership of the Community Solar Farm, both presently and in the future.
- c) We shall be responsible for answering all questions from you regarding your participation in the Community Solar Farm. We are solely responsible for resolving disputes with NSP or you regarding the accuracy of your Allocation Amount, and the energy delivered to NSP that is allocated to you in connection therewith. Upon your request, we will work with you in good faith to resolve billing disputes with NSP regarding the Community Solar Farm. Notwithstanding the foregoing, you acknowledge that NSP is responsible for resolving disputes with you regarding the applicable rate used to determine the Solar Bill Credit.

## **7. Customer Representation:**

By signing this Agreement, you represent that you (i) are an individual at least eighteen (18) years of age, and (ii) have authority to make decisions pertaining to the NSP account shown on the Disclosure Form.

## **8. Assignment:**

We may assign, sell, pledge or transfer this Agreement without your consent and without prior notice to you. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. You may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without our prior written consent, which we may withhold in our sole discretion.

## **9. Insurance Risk of Loss:**

We will insure the Community Solar Farm and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Community Solar Farm during the Term.

## **10. EVENTS OF DEFAULT; REMEDIES:**

- a) YOU WILL BE IN DEFAULT OF THIS AGREEMENT IF YOU SELL, PLEDGE, ASSIGN, OR TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. Additionally, you will be in default if:
- (i) you do not make a payment within ten (10) days after the date the payment is due;
  - (ii) you violate any other obligation under this Agreement and such violation continues for fifteen (15) days after you receive written notice;

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- (iii) you provide false or misleading information to us; or
  - (iv) you voluntarily commence bankruptcy, insolvency, reorganization, stay, or similar debtor-relief proceedings, or if any of the foregoing proceedings are brought involuntarily against you, or if you become insolvent or generally do not pay debts as they become due, or admit in writing your inability to pay debts, or make an assignment for the benefit of creditors.
- b) To the fullest extent permitted by applicable law (and after waiting any period and providing you with any notice required by applicable law), if you are in default under this Agreement, we have the right to take one or more of the following actions and any other action available to us under this Agreement or at law or in equity:
- (i) take action to prevent loss, correct your default, or otherwise enforce performance of this Agreement, by court action or otherwise;
  - (ii) terminate this Agreement and your interest in the Solar Bill Credits;
  - (iii) in the case of a default caused by your failure to make timely payments under this Agreement, collect the late payment charge described in Section 4(c); and
  - (iv) in the case of a default caused by anything other than your failure to make timely payments under this Agreement, seek damages calculated to reflect the cost to us of covering for your default, based on:
    - (1) all accrued and unpaid payments under the Agreement, taxes, fees, penalties, interest and all other amounts then accrued or due and owing under this Agreement;
    - (2) the net present value of payments you would have paid under this Agreement for the remainder of the Term;
    - (3) all compensation (on a net after tax basis assuming a tax rate of 35%) for the loss or recapture of any Incentives or their benefits to the extent attributable to your breach. Additionally, you agree to pay us for all reasonable costs and expenses we incur due to your default, including costs and expenses to prevent loss, correct your default, or take other action permitted under this Agreement. If we choose to exercise a remedy, we are not restricted from exercising other remedies. If we choose not to exercise a remedy, we are not restricted from exercising that remedy in the future.
- c) If we choose to exercise a remedy, we are not restricted from exercising other remedies (to the fullest extent permitted by applicable law). If we choose not to exercise a remedy, we are not restricted from exercising that remedy in the future. If any of the remedies set out herein are not permitted under applicable law (including in the case of any remedy that is considered an accelerated payment and prohibited by law), we reserve the right to pursue any and all other remedies set out in this Agreement and those remedies available at law and in equity, in each case to the fullest extent permitted by applicable law.

## 11. Force Majeure:

We shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; a Governmental Authority's actions or failure to act; a utility's actions or failure to act, including any curtailment of the Community Solar Farm; any event of force majeure under the PPA or Interconnection Agreement, or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent. We shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) days or more. If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments up to the start of such Force Majeure event.

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## 12. Governing Law:

This Agreement is governed by the internal laws of the State of Minnesota without regard to principles of conflict of law, together with any applicable federal law.

## 13. Notices; Contact:

- a) All notices, requests, statements and other communications under this Agreement must be made in writing or to the email address provided by you and will be considered to have been properly given and received:
  - (i) If by hand delivery or email, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement;
  - (ii) if sent by mail, on the third (3) business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or
  - (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.
- b) Contact information: Clearway Community Solar P.O. Box 3528, Houston, TX 77253-3528 1-855-712-7508  
[customersupport@clearwayenergy.com](mailto:customersupport@clearwayenergy.com)

## 14. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER:

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT; AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THIS AMOUNT OF LIABILITY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY.
- b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR OBLIGATIONS OR THE COMMUNITY SOLAR FARM. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTY THE AMOUNT OF ELECTRICITY OR SOLAR BILL CREDITS TO BE GENERATED BY THE COMMUNITY SOLAR FARM.

**15. INDEMNIFICATION:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR SUCCESSORS AND ASSIGNEES, AND OUR AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## 16. Arbitration of Claims; Waiver of Jury Trial:

Any dispute, disagreement or claim between you and Clearway arising out of or in connection with this Agreement, which cannot be amicably resolved by the Parties shall be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association, if applicable (the "AAA Consumer Rules"). In the event of a conflict between the provisions of the AAA Consumer Rules and the provisions of this Agreement, the provisions of this Agreement shall govern. Any in-person arbitration proceedings shall be conducted at a location that is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination shall be made by the AAA. This agreement to arbitrate is governed by

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the Federal Arbitration Act.

While a dispute, disagreement or claim is being resolved under this Section 16, both Parties shall continue to perform their obligations under this Agreement. Any arbitration shall be conducted by one arbitrator appointed in accordance with the AAA Consumer Rules.

- a) YOU AND CLEARWAY COMMUNITY SOLAR AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS ARBITRATION CLAUSE REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND CLEARWAY COMMUNITY SOLAR AS TO WHETHER CLASS OR COLLECTIVE ARBITRATION IS AVAILABLE UNDER THIS AGREEMENT, EITHER PARTY MUST SUBMIT SUCH DISPUTE TO A COURT HAVING JURISDICTION, AND DOING SO WILL NOT WAIVE THE RIGHT TO ARBITRATE ANY OTHER DISPUTE UNDER THIS AGREEMENT. OTHER RIGHTS THAT YOU OR CLEARWAY COMMUNITY SOLAR WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- b) The award of the arbitrator (the "Arbitration Award"): (i) shall be conclusive, final, and binding upon the Parties; and (ii) shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims presented to the arbitrator. Judgment on the Arbitration Award may be entered in any court having jurisdiction.
- c) If you initiate the arbitration, you will be required to pay the first \$200 of any filing fee. If we initiate the arbitration, we will pay the initial filing fee. All other filing fees, administrative fees charged by the AAA, any AAA expenses, and arbitrator compensation and expenses of the arbitrator, including required travel and other expenses, as well as any costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Costs of Arbitration section of the AAA Consumer Rules. We will each bear all of our own attorneys' fees and costs.

**17. Entire Agreement; Modifications in Writing; Survival:**

This Agreement, including its Exhibits, contains the entire agreement between the Parties regarding the Community Solar Farm and supersedes and replaces any previously executed Community Solar Terms of Service between the Parties for the NSP account number. There are no other agreements between the Parties regarding the Community Solar Farm for the NSP account provided, either written or oral. Any amendment or other change to this Agreement must be in writing and signed by both Parties. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any portion of this Agreement cannot be enforced, the unaffected portions will remain in effect. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any rights to which you are entitled by any statute or regulation.

**18. Third Party Beneficiaries; Miscellaneous:**

No person that is not a party to this Agreement has any right to enforce any term of this Agreement. All rights, powers and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law or otherwise. The terms of this Agreement that expressly or by their nature survive termination shall continue after the termination until fully performed. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.

**19. NOTICE TO CUSTOMER:**

**DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

**THE DATE OF THIS AGREEMENT AND THIS TRANSACTION IS: \*SEE CERTIFICATE OF COMPLETION\***

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD)**

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**BUSINESS DAY FOLLOWING EXECUTION OF THIS AGREEMENT. SEE SECTION 3(A) ABOVE ALONG WITH THE NOTICE OF CANCELLATION FOR FURTHER EXPLANATION OF THIS RIGHT.**

BY SIGNING ELECTRONICALLY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS EXHIBITS IN THEIR ENTIRETY, AND THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT. IF WE REJECT YOUR ENROLLMENT FOR ANY REASON, WE WILL INFORM YOU VIA EMAIL OF OUR DECISION.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE AGREEMENT TO DISPUTE RESOLUTION AS DESCRIBED IN SECTION 16 TO THIS AGREEMENT, WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

**To the extent applicable, any acceptance of this Agreement by affirmation using an electronic signature shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.**

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# EXHIBIT 1

**Reserved:**

**See Solar\*Rewards Community Subscriber Agency Agreement  
and Consent Form**

# EXHIBIT 2

## NOTICE OF CANCELLATION

(Your copy)

Signed Date: \*SEE CERTIFICATE OF COMPLETION\*

### SUMMARY OF YOUR RIGHTS TO CANCEL:

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE, OR BY THE DATE SPECIFIED IN PARAGRAPH 4 BELOW, WHICHEVER IS LONGER.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR AND CLEARWAY COMMUNITY SOLAR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR, OR IF YOU AGREE TO RETURN THE GOODS TO CLEARWAY COMMUNITY SOLAR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.**

**IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.**

**IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE CANCELLATION FEE, IF APPLICABLE.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION**

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**NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.**

**I HEREBY CANCEL THIS TRANSACTION.**

<b>Signed:</b>	<input type="text"/>
<b>Customer's Printed:</b>	<input type="text"/>
<b>Date:</b>	<input type="text"/>
<b>Utility Account No.:</b>	<input type="text"/>
<b>Meter Address:</b>	<input type="text"/>

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# EXHIBIT 2

## NOTICE OF CANCELLATION

(Clearway Community Solar copy)

Signed Date: \*SEE CERTIFICATE OF COMPLETION\*

### SUMMARY OF YOUR RIGHTS TO CANCEL:

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR AND CLEARWAY COMMUNITY SOLAR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO CLEARWAY COMMUNITY SOLAR, OR IF YOU AGREE TO RETURN THE GOODS TO CLEARWAY COMMUNITY SOLAR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.**

**IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.**

**IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE CANCELLATION FEE, IF APPLICABLE.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR**

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AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.

I HEREBY CANCEL THIS TRANSACTION.

<b>Signed:</b>	<input type="text"/>
<b>Customer's Printed:</b>	<input type="text"/>
<b>Date:</b>	<input type="text"/>
<b>Utility Account No.:</b>	<input type="text"/>
<b>Meter Address:</b>	<input type="text"/>

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