

BUTLER RURAL ELECTRIC COOPERATIVE, INC.
COMMUNITY SOLAR PROJECT
MEMBER PARTICIPATION AGREEMENT

This Agreement, made this _____ day of _____, 2026, by and between Butler Rural Electric Cooperative, Inc. (the “Cooperative”) and _____ (the “Member”);

RECITALS

WHEREAS, the Board of Trustees of Buckeye Power, Inc. (“Buckeye”) developed an approximately 2.1 megawatt community solar project, individual portions of which are located across the service territories of Ohio’s rural electric cooperatives, which began commercial operation in 2016 through 2018; and

WHEREAS, Buckeye developed an approximately 2.66 megawatt community solar project located in Hancock County, Ohio, which began commercial operation in 2022, the output of which is sold to Buckeye and the Cooperative; and

WHEREAS, together these community solar projects are referred to as the OurSolar¹ projects;

WHEREAS, Buckeye may approve development of additional community solar projects in the future as part of the OurSolar projects; and

WHEREAS, the Member desires to purchase a portion of the output of the OurSolar projects on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Number of Panels:

The Cooperative shall sell, and the Member shall purchase, the output of _____ (no more than 10) 335-watt panels of the OurSolar projects. This does not include any 335-watt panels of the OurSolar projects that the member is already currently subscribed to pursuant to separate subscription agreements or that the member may separately subscribe to in the future. There is a 10 panel aggregate limit per Member across all OurSolar projects.

¹ For marketing purposes, the OurSolar projects are named “Butler Rural Community Solar”.

2. Length/Term:

The Cooperative shall sell, and the Member shall purchase, the output of the community solar projects purchased under Section 1 above for a term of _____ (five, 10 or 20) years commencing on the later of the date of this Agreement or the date on which the OurSolar II project first commences service. At the end of the term, this Agreement shall automatically renew on a billing month-to-billing month basis until it is terminated by either party with thirty (30) days' prior written notice, subject to the attached terms and conditions. This term may be different from the term of purchase of any panels that the Member has separately subscribed to.

3. Rate:

The Cooperative shall sell, and the Member shall purchase, the output of the OurSolar projects purchased under Section 1 above at a rate determined by the Cooperative's Rate Schedule CS-36 in effect at the inception of this Agreement. All terms and conditions of Rate Schedule CS-36 are set forth in Exhibit A hereto and incorporated herein by reference.

4. Additional Terms and Conditions:

The parties hereby agree to the additional terms and conditions, which are attached hereto and incorporated herein by reference. This Agreement shall not supersede, amend, or replace any separate agreement(s) pursuant to which the Member has purchased additional panels from the OurSolar projects.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

MEMBER

Signature: _____

Name: _____

Date: _____

BUTLER RURAL ELECTRIC COOPERATIVE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

ADDITIONAL TERMS AND CONDITIONS

1. Sale of Power from the OurSolar Projects.

The load of the Member shall not be reduced by the amount of output of the OurSolar projects purchased hereunder.

2. Cost of Power from the OurSolar Projects.

The charge for the output of the OurSolar projects purchased hereunder shall replace the entire wholesale power charge component of the Member's rate. All other charges in the Member's rate shall remain in place, including any fixed monthly charges, demand charges, and distribution service charges. The Cooperative shall provide the Member with a sample bill showing how the OurSolar projects charges will be reflected in the Member's monthly bill (Exhibit B).

No upfront payment shall be due from the Member, and the Member's only obligation shall be for energy produced by the OurSolar projects (or termination charges in certain circumstances as described below).

3. Development, Construction, Ownership, Operation and Maintenance, Timing of Projects.

The community solar projects shall consist of approximately 2.1 MW of solar photovoltaic panels located in various areas throughout the State of Ohio, [including in the Cooperative's service territory] and 2.66 MW of solar photovoltaic panels located in Hancock County, Ohio. The portion of the community solar projects allocated to the Cooperative shall be approximately 202 kilowatts (kW) and shall consist of 604 panels. For the purposes of this Agreement, a "panel" is considered a 335-watt capacity allocation of the OurSolar projects regardless of the actual solar module size. Buckeye or its affiliate will own, lease, or purchase the power from the OurSolar projects. Accordingly, neither the Cooperative nor the Member shall have any ownership or lease interest in the OurSolar projects, nor have any responsibility for constructing, operating or maintaining it. Construction of the 2.1 MW community solar project and the 2.66 MW community solar project in Hancock County have been completed and are in operation. Buckeye may approve the development of additional community solar projects in the future as part of the OurSolar projects.

4. Location of the OurSolar Projects.

The 2.1 MW community solar project is located at various locations around the State of Ohio. A 75 kW portion is located in the Cooperative's service territory. The 2.66 MW community solar project is located in Marion Township, Hancock County, Ohio.

No portion of the OurSolar projects will be located on the Member's property.

5. Output of the OurSolar Projects.

The Cooperative estimates that each panel in the OurSolar projects will produce approximately 410 kWh per year; however, neither Buckeye, its affiliate National Power Cooperative, Inc. (“National”), nor the Cooperative guarantees that the OurSolar projects will produce any particular amount of electricity in any given year. The output of the OurSolar projects may be affected by numerous factors beyond the reasonable control of the Cooperative and its affiliates, Buckeye and National, including cloud and snow cover, damage to the panels by weather or other events, and equipment failure and degradation, among other things.

6. Interconnection and Metering.

The output of the OurSolar projects sold by the Cooperative and purchased by the Member hereunder shall be determined on a monthly basis by multiplying the total metered output of the OurSolar projects by a fraction the numerator of which is the number of panels the Member has subscribed to hereunder, and the denominator of which is the total number panels in the OurSolar projects.

The OurSolar projects shall not be directly interconnected with the Member’s property, home or facilities.

7. Retirement of SRECs.

Buckeye will own and retire the renewable attributes of the OurSolar projects as sales are made from the project to the Cooperative and its Member/consumers. Neither the Cooperative nor the Member shall own or have the right to separately market or sell the renewable attributes of the OurSolar projects to others; provided, however, that the Member may represent to others that the Member is purchasing and using solar renewable energy from the OurSolar projects in an amount equal to the kWh production from the projects that is allocated to Member for the term of the Member’s purchase obligation as shown on the Member’s monthly bill for electric service from the Cooperative.

All other credits, subsidies, rebates, incentives and benefits of the OurSolar projects shall be owned by the owner of the OurSolar projects, and neither the Cooperative nor the Member shall have any right to any such credits, subsidies, rebates, incentives or other benefits, except to the extent that the value of such is reflected in the retail rate charged to the Member for energy from the OurSolar projects purchased and sold under this Agreement.

8. Early Termination.

By Member:

(a) If the Member moves within the Cooperative’s service territory and remains a member of the Cooperative, the obligations of the Member and the Cooperative under this Agreement shall remain in place.

(b) If the Member moves out of the Cooperative's service territory, the Member may transfer and assign this Agreement to another Cooperative member, including but not limited to the purchaser of the Member's property/residence, in accordance with Section 9 of these Terms and Conditions below. If the Member does not transfer this Agreement to another member of the Cooperative in such circumstances, this Agreement shall terminate with no charge to the Member except for energy produced by the OurSolar projects prior to the date of termination.

(c) If the Member is deceased during the term of this Agreement, the representative of the Member's estate may transfer and assign this Agreement to another member of the Cooperative in accordance with Section 9 of these Terms and Conditions below. If the representative of the deceased Member's estate does not transfer this Agreement to another Cooperative member in such circumstances, this Agreement shall terminate with no charge to the Member except for energy produced by the OurSolar projects prior to the date of termination.

(d) If the Member desires to voluntarily terminate this Agreement for any reason other than those described in Sections 8(b) and (c) above, the Member shall pay a termination fee of \$50 per 335-watt panel, unless the Member is able to assign this Agreement to another member of the Cooperative in accordance with Section 9 of these Terms and Conditions below, in which case no termination fee shall be due. Payment of the \$50 per panel termination fee shall relieve the Member of all further obligations under this Agreement, except for energy produced by the OurSolar projects prior to the date of termination.

9. Assignment.

No party shall assign this Agreement or its rights hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, except that the Member may assign this Agreement to any other member of the Cooperative provided that such member agrees in writing to be bound by the terms of this Agreement, in which case the assigning Member shall be relieved of any further obligations under this Agreement except for energy produced by the OurSolar projects prior to the date of assignment.

10. Miscellaneous.

No change, amendment or modification hereof shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing and duly executed by the parties. This Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof, and supersedes any and all prior agreements or understandings, written or oral with respect to such subject matter. Each Party agrees to execute and deliver all further instruments and documents, and take any further action, that may be reasonably necessary to effectuate the purposes and intent hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Failure by any Party to enforce any of the provisions hereof or to require compliance with any of its terms at any time during the pendency hereof, shall in no way affect the validity hereof, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision. Any consent or approval given pursuant hereto shall be limited to its express terms and shall not otherwise increase the obligations of the party giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval. The invalidity of one or more phrases, sentences, clauses, or sections contained herein shall not affect the validity of the remaining portions hereof so long as the material purposes hereof can be determined and effectuated.

BUTLER RURAL ELECTRIC COOPERATIVE, INC.
SCHEDULE CS-36
COMMUNITY SOLAR

AVAILABILITY

Available to any Member with a metered residential account in good standing and having a service address within the Cooperative's service territory, which does not include service under commercial or industrial, non-metered or lighting, seasonal, net metering or net billing rate schedules. For the purposes of this Rate Schedule, a Member account in "good standing" is currently paid up and that has no significant history of delinquency, as determined in the Cooperative's sole and absolute discretion. Members participating in the Community Solar program must have electric usage at their service location which exceeds their allocated portion of the community solar arrays on an annual basis.

MONTHLY RATE

The rate for electric energy purchased from the Butler Rural Community Solar Array per the terms of an active Member Participation Agreement shall be as follows:

Energy Charge	All kWh @ \$11157 per kWh
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The charge for the Member's allocated portion of the output of the community solar array under the Member Participation Agreement shall replace the corresponding portion of the Member's Generation and Transmission Charge (G&T Charge) as calculated per the GTC clause for Schedule A-01, which will be displayed on the Member's monthly electric bill. All other charges in the Member's service rate shall remain in place, including any fixed monthly charges, demand charges, and distribution service charges.

Allocated solar generation which exceeds the member's usage in a given billing period will result in a surcharge or credit to the member's bill for the excess generation at rate equal to the difference in the energy charge listed above and the G&T Charge as calculated per the GTC clause for Schedule A-01.

METERING

The output of the community solar arrays sold by the Cooperative and purchased by the Member under this rate schedule shall be determined on a monthly basis by multiplying the aggregate metered output of the community solar arrays in the program by a fraction, the numerator of which is the kW capacity of the panels allocated to the Member under Member Participation Agreement, and the denominator of which is the aggregate kW capacity of all community solar arrays in the program.

TERMS OF PAYMENT

The above rates are net. Bills are due within 15 days after they are mailed. In the event the current month's bill is not paid by the due date, the gross rate shall apply. The gross rate is 7% higher than the net rate.

RATE REVIEW

The above rate schedule is reviewed annually to determine necessary adjustments, based upon current cost factors. This schedule is subject to more frequent review, should economic and/or environmental conditions dictate.

BILL SAMPLE

Bill Information

Previous Balance	\$260.19
Payments Received - Thank you!	-\$260.19
Balance Forward	\$0.00
Distribution Base Charge	\$42.00
Distribution Energy Charge 1,413 kWh x .056710	\$80.13
Generation & Transmission Charge 1,413 kWh x .093840	\$132.60
Community Solar Solar Charge: 10 panels x 34 kWh x .109260	\$37.15
Solar Credit: 10 panels x 34 kWh x -.093840	-\$31.91
AEC PAC	\$2.08
Credits	
Water Heater Control	-\$4.00
Dual Fuel Credit (311kWh) (YTD -\$16.56)	-\$6.22
Cool Returns A/C Control	-\$2.00
Amount Due ON 04/22/2024	\$249.83
Automatic Payment - DO NOT PAY	