

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.

Project Owner: 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”, “Owner”, “Project Developer”, “we”, or “us”).

Customer may be referred to as “you”, “your”, “Subscriber”, or “Customer”. The two parties above are collectively the “Parties” and each a “Party” to this Agreement.

THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN AN ILLINOIS COMMUNITY SOLAR SYSTEM. THIS AGREEMENT, AND YOUR PAYMENT HEREUNDER, ENTITLES YOU SOLELY TO NET METERING CREDITS PURSUANT TO YOUR ELECTRIC UTILITY’S NET METERING TARIFF, WHICH MAY ONLY BE USED TO: (1) OFFSET YOUR OWN ELECTRIC UTILITY SUPPLY CHARGES FOR CUSTOMERS WITH AMEREN OR (2) OFFSET YOUR OWN ELECTRIC UTILITY SUPPLY CHARGES OR CASH OUT VIRTUAL NET METERING CREDITS WITH COMED. YOU WILL NOT RECEIVE ANY OWNERSHIP INTEREST IN THE COMMUNITY SOLAR SYSTEM OR ATTRIBUTES, INCENTIVE PAYMENTS, SECURITIES OR COMMODITIES THAT MAY BE ASSOCIATED WITH THE COMMUNITY SOLAR SYSTEM, NOR ANY PROFIT (THROUGH ANY TAX CREDITS, REBATES, EARNINGS, CAPITAL APPRECIATION OR OTHERWISE) RELATED TO EITHER THE COMMUNITY SOLAR SYSTEM OR ENTERING INTO THIS AGREEMENT. THE COMMUNITY SOLAR SYSTEM IS LOCATED IN TERRITORIES SERVICED BY COMED OR AMEREN IN ILLINOIS. THE EXPECTED LIFE OF THE COMMUNITY SOLAR SYSTEM IS 20 YEARS WITH AN EXPECTED DEGRADATION OF 9.1% OVER THE LIFE (0.5% PER YEAR). FIRST-YEAR PRODUCTION IS ANTICIPATED TO BE 4,812,900 KWH BASED ON INDUSTRY STANDARD METHODOLOGIES. ACTUAL PRODUCTION WILL BE BASED ON SEVERAL FACTORS; WE ARE NOT GUARANTEEING MINIMUM OR MAXIMUM PRODUCTION DURING ANY TIME PERIOD.

You will continue to receive a bill from your Electric Utility on your current schedule. The only change to your Electric Utility bill will be additional information about the volume of net metering credits from the Community Solar System and the value of those net metering credits. Your Electric Utility bill payment obligations will remain the same. Separately, Clearway will endeavor to send you an invoice monthly, which will include your Community Solar System Allocation Amount (size of subscription), the volume of net metering credits, the value of net metering credits, and a charge of 80% of the value of your net metering credits on the Default Supply Service Rate. In the event that net crediting becomes available from your Electric Utility, upon notice from Clearway, you agree to complete and submit any and all authorizations or other forms as may be required within ten (10) calendar days upon request from Clearway. To the extent that your Electric Utility offers more than one net crediting option, you agree to elect (or, if Clearway makes the election, that Clearway may elect) the option identified by Clearway in its sole discretion. The Community Solar System will transfer to Clearway or its affiliate prior to the Production Start Date and will be operated by Clearway. Clearway is authorized to enroll your subscription and be your point of contact for all Community Solar System or Agreement inquiries. The Disclosure Form provides an estimated date for energization of the Community Solar System when net metering credits will begin. Energization of the Community Solar System may be earlier or later; the actual energization date and your Electric Utility will determine when first net metering credits begin.

1. Contents of Agreement:

Pursuant to this Agreement, in consideration for your payments, we will take steps to ensure your Electric Utility places net metering credits based on your Community Solar System Allocation Amount from the Community Solar System on your utility bill. Your estimated “Allocation Amount”, as specified on the Disclosure Form, shall be equal to an amount determined by us based on your historical monthly electricity consumption, as calculated by your Electric Utility. We may update your Allocation Amount from time to time as allowed under the Illinois Shines program to reflect changes to your historical electricity consumption data. Your Allocation Amount does not represent an ownership or other interest in the Community Solar System, or in any solar panel or other equipment or the real estate on which the Community Solar System is located, nor does it entitle you to receive any portion of the actual electricity generated by the Community Solar System or of any attributes, other incentive payments (including your Electric Utility’s Smart Inverter Rebate program), or commodities associated with the Community Solar System or such electricity other than the net metering credits. You acknowledge that this is a service contract and Clearway is not a utility, alternative retail electric supplier, or

agent, broker or consultant. This Agreement is comprised of the body of the Agreement and the following attached exhibits:

Exhibit 1 is the Notice of Cancellation to be used if you decide to exercise your right to cancel this Agreement.

Exhibit 2 is the required Standard Disclosure Form (executed by you prior to executing these Terms of Service) describing your community solar subscription details.

Exhibit 3 is the Authorization Form that allows us to obtain Electric Utility account information on your behalf.

2. Term:

The term of this Agreement ("Term") begins after it is signed by you, unless terminated earlier pursuant to the terms hereof, will end on the twentieth (20th) anniversary of the first day of the first full month of commercial operation of the Community Solar System ("Production Start Date"). We will advise you in writing of the Production Start Date. We may reject your enrollment for any reason before the Production Start Date should you not meet underwriting requirements, fail to provide any required documentation, such as past utility bills, or the enrollment of your subscription is rejected by your Electric Utility. We shall have no obligations under this Agreement until we inform you in writing that your enrollment is complete, and you are eligible to receive net metering credits. 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 1**, the attached Notice of Cancellation form for an explanation of this right.
- b) **Cancel Any Time.** You may cancel this Agreement any time after the Rescission Period through the end of the Term by providing us ninety (90) calendar days' written notice and paying a **\$0 cancellation fee ("Cancellation Fee")**. Your subscription will be fully terminated not later than one (1) to two (2) utility billing cycles after the expiration of the 90 calendar day notice period ("Termination Date"). You will be responsible for all Monthly Payments and accrued fees due through the Termination Date, and will continue to receive net metering credits unless the account number on file at the time of cancellation is no longer active with the Electric Utility. The Cancellation Fee will be waived upon receipt by Clearway of documentation reasonably evidencing Customer's death prior to the end of the Term.
- c) **Cancel during Early Cancellation Period.** In addition to your ability to cancel this Agreement as described in Sections 3(a), 3(b), 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 (1) to two (2) utility billing cycles after the expiration of the 90 calendar day notice period 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 Termination Date if the Production Start Date occurs during the processing of your Early Cancellation Period cancellation.
- d) **Cancel with Replacement Customer.** To avoid paying the Cancellation Fee you may cancel this Agreement by (i) providing ninety (90) calendar days' advance written notice to us and (ii) referring an Eligible Replacement Customer that executes a Community Solar 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 net metering tariff (Rider POGCS or its successor in ComEd, Rider NM or its successor in Ameren) by the Electric Utility. 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 electric utility account. While you may find an Eligible Replacement Customer, you may not "sell" your right to your Allocation Amount to any other person. Your Termination Date may not occur until one (1) to two (2) billing cycles after Clearway disenrolls your subscription with your Electric Utility. You will be responsible for all Monthly Payments and accrued fees due through the Termination Date.

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- e) **Moving.** If you move to a new residence you are obligated to provide us written notice of your new residence address at least ninety (90) calendar days prior to the date your Electric Utility account is closed. We reserve the right to require that you provide additional evidence documenting your move. You will be responsible for all Monthly Payments and accrued fees due through the Termination Date.

If you move to a new residence and continue to be a customer of the same Electric Utility and we successfully enroll your new account under the Electric Utility’s net metering tariff, you agree to take this Agreement with you. You agree to work with us and your Electric Utility to enroll your subscription at your new address. This Agreement will continue, but you must provide us ninety (90) calendar days’ advance written notice of your new residence address and new retail electric service account information. In the likely event that you open a new Electric Utility account at your new address, your new account may be subject to utility review and approval for enrollment under its net metering tariff. We are not responsible for any actions or inactions by your Electric Utility. 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 ninety (90) calendar days’ notice with acceptable proof that you moved outside of our service territory, no Cancellation Fee will be charged. Your Termination Date may not occur until one (1) to two (2) billing cycles after Clearway disenrolls your subscription with your Electric Utility. You will be responsible for all Monthly Payments and accrued fees due through the Termination Date. Upon presenting acceptable proof of your move, 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 an early cancellation fee, we will refund that payment above the payments required in this paragraph).

- f) **Cancellation by Clearway.** Clearway 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 System (“Change in Law”) if: (i) as a result of the Change in Law you are no longer entitled to receive net metering credits on your bill, or (ii) the Change in Law, a change in utility rate structure, a change in the relationship between your Default Supply Service Rate and the net metering credit has, or is reasonably expected to have, a material adverse effect on us or the applicable Community Solar System. You will be obligated to make payments to us for any net metering credits or estimated payments generated through the Termination Date.

g)

MOVE TERMS	TIME TO PROCESS YOUR REQUEST	FEE
Moving Inside Service Territory & Taking Service with You	90 days	\$0
Moving Outside Service Territory with Proof of Move	90 days	\$0
CANCELLATION TERMS		
Cancel During Early Cancellation Period*	90 days	\$0
Cancel with a Replacement Customer	90 days	\$0
Cancel Any Time for Any Reason	90 days	\$0

**Eligible until the earlier of: (1) 30 days before the Production Start Date or (2) ninety (90) calendar days.*

4. Payments:

You will receive net metering credits on your Electric Utility bill. **If you remain on the Default Supply Service Rate, we will invoice you for 80% of the value of your net metering credits as further described in this Section.** If you are on a supply option other than the Default Supply Service Rate, we will invoice you for 80% of the value that we calculate net metering credits would have been if you were served on the Default Supply Service Rate. **You will retain the remaining 20% of the value of your net metering credits.** You will pay \$0 upfront and \$0 before the Production Start Date. Following the Production Start Date, you are responsible for paying the amount shown on monthly invoices sent by us to you. You will make the payments set forth on each monthly invoice on or before the due date set forth on that invoice. For each monthly billing period you will be billed as if you are on the Default Supply Service Rate by using one or more of the following: (i) a report from the Electric Utility with the dollar amount of net metering credits generated by the Community Solar System; (ii) an estimate of your net metering credits generated by the Community Solar System as if you are on the Default Service Supply Rate; and/or (iii) we may ask you for your most recent utility bill and you must provide a legible copy or image within five (5) business days. We will use the information on your utility bill or estimated utility bill to calculate the amount you owe us based on system production and your Allocation Amount. The Monthly Payment will vary from month to month based on the actual monthly production of the solar farm and based on any changes in the energy supply rate (your payment to Clearway will be based on the Default Supply Service Rate even if that is not your energy supply rate). Clearway will not provide you with advance notice of any such variances. You acknowledge that the appearance of net metering credits will generally appear in the Electric Utility bill (if you are on the Default Supply Service Rate) issued the month after the electricity is generated by the Community Solar Facility and may be subject to further Electric Utility delay. While we may in our discretion assist in cases where you have a dispute with your Electric Utility, we reserve the right to issue you bills based on the Electric Utility's actual bills. Clearway reserves the right to elect a consolidated bill, if permitted by the applicable utility tariff.

- a) **Making Payments.** 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 automatic payments, you may enroll by logging into your customer portal account at www.my-clearway.com or by calling us at 855-712-7508. **If you authorize automatic payments, then after the first three (3) 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:

Clearway Community Solar
Attention: Remittance Processing
P.O. Box 4387
Portland, OR 97208

- b) **Late and Returned Check Fees.** You agree to pay interest on payments more than thirty (30) calendar days past due of 1% per month, but not more than the maximum interest rate permitted by law, together with any reasonable collection costs, attorneys' fees, court costs, and post-judgment collection fees. 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).
- c) **Estimated Taxes.** The Monthly Payments do not include applicable taxes. If applicable, you agree to pay, in addition to the specified Monthly Payment, any applicable federal, state or local sales and use taxes, and 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. Clearway does not make representations of warranties concerning the tax implications of any net metering credits provided to you.
- d) **Billing Adjustments.** We will determine the amount of your net metering credit based upon information provided to us by the Electric Utility, which in turn will be based on the Electric Utility's metering device at the location of the Community Solar System. In the event that we become aware of an error on an invoice for a prior billing period arising from an Electric Utility error or malfunctioning metering device, we will endeavor to promptly resolve the discrepancy with the Electric Utility and, to the extent that the Electric Utility corrects that amount of net metering credits, we will provide a billing adjustment on your next invoice from us. We may, but are not obligated to,

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provide a billing adjustment in the event the Electric Utility does not provide a correction on your bill.

5. Customer Acknowledgments, Rights and Obligations:

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 System. You agree that you will cooperate with us as reasonably necessary to facilitate the compliance of this Agreement and the Community Solar System with any regulatory requirements affecting this Agreement and in effect from time to time, including executing an Authorization Form for us to obtain Electric Utility account information on your behalf. You further agree to execute, and to assist us in obtaining, all documentation related to the implementation of this Agreement and your receipt of net metering credits hereunder by taking the default supply service rate from your Electric Utility, specifically (i) Rate BES (basic electric service) or its successor if your Electric Utility is ComEd or (ii) Rate BGS (basic generation service) or its successor if your Electric Utility is Ameren ("Default Supply Service Rate"), and not taking service under any other supply rate offered by your Electric Utility or an alternative retail electric supplier. You agree that in the event you are not on the Default Supply Service Rate, you will continue to be charged by us based on estimated net metering credits as if you had remained on Default Supply Service Rate even though you are likely to receive net metering credits of a lesser value than you otherwise would have been eligible to receive on the Default Supply Service Rate. **You specifically acknowledge and agree that, at our request, you will promptly provide us with information about your Electric Utility billing history and you agree to promptly review and countersign any updated Disclosure Form that we send you from time to time.** You acknowledge that you are solely responsible for obtaining and maintaining supply service on your Electric Utility's Default Supply Service Rate and you understand that the net metering credits you receive may only cover a portion of the charges appearing on your Electric Utility invoices and any charges not covered by the net metering credits remain your responsibility. You agree that your Community Solar System Allocation Amount will be established based on your historical annual usage and utility- related data from your Electric Utility and/or an authorized third party, and may be adjusted throughout the Term should your usage change. You acknowledge that there may be a lag of 1-2 billing cycles before net metering credits appear on your Electric Utility bill (if you are taking service under the Default Supply Service Rate), your Electric Utility may experience delays from time to time when applying your net metering credits. If the Electric Utility account number at your current residence changes, then you are obligated to provide us with written notice of your new Electric Utility account number. If we are unable to sign your new account up under your Electric Utility's applicable net metering tariff, without regard to fault we will continue to invoice you monthly using our estimate of your net metering credits until either (1) your account is successfully enrolled under your Electric Utility's net metering tariff, or (2) you or we terminate this Agreement.

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 Obligation:

We will use reasonable efforts to maintain a web-based online monitoring platform, accessible by you and other customers, so you and each other customer can view the Community Solar System's periodic energy production. We will claim and receive any and all Incentives, and any other benefits of ownership of the Community Solar System, both presently and in the future. Clearway intends to sell the Renewable Energy Credits ("RECs") generated by the Community Solar System. Clearway will notify you in writing if the Community Solar System is out of service for more than three (3) business days which will include an estimate of the duration of the outage and an estimate of the production that will be lost due to the outage. You will not be charged during an outage, and no compensation will be paid for outages of any length. Clearway's privacy policy is posted on <https://www.clearwaycommunitysolar.com/privacy-policy/>. You agree that Clearway, including its affiliates, or its designee may share your account information with the Illinois Power Agency or its designee and use your account information to enroll you in your Electric Utility's applicable net metering program.

7. Customer Representation:

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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 Electric Utility 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 for any reason.

9. Insurance Risk of Loss; Maintenance; System Production:

We will insure the Community Solar System at full replacement cost and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Community Solar System during the Term. Evidence of insurance will be in place before the Community Solar System's commercial operation date and is subject to change during the Term of this Agreement. Clearway will enter into an agreement with an affiliated third-party contractor for operations and maintenance before the commercial operation date of the Community Solar System for the Term of this Agreement. Clearway reserves the right to assign the operations and maintenance of the Community Solar System. Clearway will utilize industry standard methodologies and software to model production estimates for the Community Solar System.

10. EVENTS OF DEFAULT; REMEDIES:

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) calendar days after the date the payment is due;
- (ii) you violate any other obligation under this Agreement and such violation continues for fifteen (15) calendar days after you receive written notice;
- (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.

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 inform your Electric Utility that your account is no longer a subscriber to the Community Solar System; or
- (iii) seek damages for your default, as reasonably calculated by us, including:
 - (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) penalties, fees, or losses imposed on Clearway due to the voiding or premature termination of your agreement, including any penalties or losses imposed under the Adjustable Block program REC Contract for failure to meet subscription percentage or small subscriber percentage targets;
 - (3) the present value of payments you would have paid under this Agreement for the remainder of the Term; and
 - (4) reasonable compensation (on a net after tax basis assuming a tax rate of 21%) 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.

If any of the remedies set out herein are considered an accelerated payment under this Agreement and if such payment is 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.

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; an Electric Utility's actions or failure to act, including any curtailment of the Community Solar System; 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) calendar 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 for net metering credits you receive based on generation of the Community Solar System up to the termination date.

12. Governing Law:

This Agreement is governed by the internal laws of the state of Illinois without regard to principles of conflicts of law, together with any applicable federal law.

13. Notices; Contact:

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.

Single Point of Contact for Inquiries and/or Information:

Clearway Community Solar
P.O. Box 3528
Houston, TX 77253 1-855-712-7508
customersupport@clearwayenergy.com

14. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER:

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, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR OBLIGATIONS OR THE COMMUNITY SOLAR SYSTEM. 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 NET METERING CREDITS TO BE GENERATED BY THE COMMUNITY SOLAR SYSTEM.

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 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. The arbitration shall be conducted by one arbitrator appointed in accordance with the AAA Consumer Rules.

YOU AND CLEARWAY 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 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 WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

The award of the arbitrator (the "Arbitration Award"): shall be conclusive, final, and binding upon the Parties; and 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. 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.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION PROVISION TO NEUTRAL ARBITRATION, WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

17. Entire Agreement; Modifications in Writing; Survival:

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This Agreement, including its Exhibits, contains the entire agreement between the Parties regarding the Community Solar System and supersedes and replaces any previously executed Community Solar Terms of Service between the Parties for the same utility account number. There are no other agreements between the Parties regarding the Community Solar System for the utility account number on the cover page, 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 unless the waiver is in writing and identifies the contractual right waived, 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. Additional Contact Information:

Illinois Power Agency

(312) 793-0263; <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>

Illinois Commerce Commission

(800) 524-0795; www.icc.illinois.gov

20. 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*

THIS AGREEMENT REPLACES ANY PREVIOUS AGREEMENTS FOR THE SAME UTILITY ACCOUNT SHOWN ON THE DISCLOSURE FORM.

YOU, THE SUBSCRIBER, HAVE A STATUTORY RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN 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.**

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.

EXHIBIT 1 NOTICE OF CANCELLATION

(Your copy)

Signed Date: *SEE CERTIFICATE OF COMPLETION*

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller 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 the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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 at P.O. Box 3528, Houston, TX 77253-3528 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.

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

EXHIBIT 1 NOTICE OF CANCELLATION

(Clearway Community Solar copy)

Signed Date: *SEE CERTIFICATE OF COMPLETION*

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

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I HEREBY CANCEL THIS TRANSACTION.

Signed:

Customer's Printed:

Date:

Utility Account No.:

Meter Address:



EXHIBIT 2

Reserved:

See Illinois Shines Customer Disclosure Form

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EXHIBIT 3
Reserved:
See Customer Authorization to
Clearway Community Solar LLC

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