



**Poudre Valley Rural Electric Association, Inc.
Two Rivers Community Solar
Program Participation
Agreement General Terms and
Conditions Amended March
2026**

The following General Terms and Conditions are incorporated as a part of the Two Rivers Community Solar Program (“Program”) General Application and Subscription Agreement signed by the Member:

Availability

This voluntary Program is available to all active Poudre Valley Rural Electric Association, Inc. (“PVREA”) members (“Member”)

Eligibility Requirements

Member must continually meet all the following participation and eligibility requirements:

- a) Member shall be in good standing, which means that the Member shall be a current member of PVREA, shall not be in violation of PVREA Bylaws or any Tariffs, Rules or Regulations of PVREA.
- b) Member shall comply with any and all Program rules and guidelines;
- c) Member shall comply with all terms and conditions of the Program Participation Agreement with PVREA.
- d) Member must have an account and electric service connection that meets PVREA’s electrical metering specifications.
- e) Member must be current in payment on Member’s account at the time of enrollment and during the term of the Agreement.

A Member who meets all of the participation and eligibility requirements for the Program is an “Eligible Member.”

Participation

Participation in the Program is available on a first-come, first-served basis to all Eligible Members who complete a Participant General Application and Agreement and exercise a Payment Option for the Subscription Fee for this Program (each a “Participant”). Participant or the Participant’s authorized agent must have full power and authority to execute the General Application and Participant Agreement. Participant must be the Member of record for the service to which the Subscription (defined below) applies. If there is more than one Member of record for a service, then either one Member of record may make decisions and sign documents regarding the Subscription. Should an Eligible Member have more than one service agreement, Member must designate to which service location and account the Subscription will apply. Such designation may not be changed.

Subscription Fee

A “Subscription” is a Participant’s applicable portion of the electricity output generated by the Community Solar Array developed in connection with the Program (the “Community Solar Array”). Subscriptions are billed monthly at the Agreement fee rate which is set from time to time by PVREA (“Subscription Fee”). Once a Member enrolls in the Program, the Subscription

Fee will not increase over the term of the Agreement. Future pricing for new Program Participants will be set from time to time by PVREA.

No Refund of Subscription Fee

PVREA has no obligation to, and it will not refund all or any portion of the Subscription Fee at any time or for any reason.

Subscription Size

The maximum Subscription per account shall not exceed 25kW. Any request in excess of 25 kW, will be considered on a case-by-case basis to determine eligibility. This maximum limit includes existing net metered solar and existing community solar. The sum of the total annual solar energy, in kilowatt-hours (“kWh”), provided under all of the Subscriptions in the aggregate may not exceed 120% of such account’s usage for the prior 12-month period (on a kWh basis) under its service agreement. If usage data for the prior 12-month period is not available, a prospective Participant may estimate its annual usage, using a method that includes, but is not limited to, usage by similarly sized properties or a builder or architect estimate. All estimates are subject to review and approval or disapproval by PVREA in its sole and absolute discretion.

Term

The Program term will commence on the date of the first production of solar energy on a non-test basis (“Operation Date”) and continue for 20 years after the Operation Date.

Service to the Community Solar Array Subscription will commence on the first billing cycle following the later of (i) the approval of the Eligible Member’s Participant Agreement by PVREA, and (ii) the Operation Date (“Enrollment”). Each Subscription shall continue until terminated by the Participant or PVREA pursuant to the terms of this Participation Agreement.

Calculation of Solar Energy Credit

The monthly “Solar Energy Credit” on the Participant’s monthly bill will be equal to the product of (a) the energy rate set forth in the tariff rate schedule specified for the account set by PVREA from time to time and (b) the Participant’s proportional share of the monthly generation from the Community Solar Array, minus up to 20% for that month (as determined by the number of Subscriptions and monthly generation). The month to which the Solar Energy Credit is applicable may not match the billing period for the retail electric service to which the Solar Energy Credit is applied. Any monthly excess electric energy delivered to PVREA shall be carried forward as an electric energy credit for the following month. However, in no event shall the Member’s monthly electric bill be less than the greater of the Member’s monthly minimum or the monthly Facilities and demand Charge under the rate tariff applicable to the Member’s electric service. Within sixty days after the end of each annual period, defined as April 1 through March 31, or within sixty days after the Member terminates retail service, PVREA shall pay the Member for any remaining unused energy credit balance accumulated. The rate for payment shall be the rate established by PVREA for purchase of such excess under a tariff applicable to such energy purchased, or PVREA’s most recent avoided cost of power, whichever amount is greater. The avoided cost of power shall be calculated annually for the twelve-month period ending December 31. The current avoided cost is published on PVREA’s website. PVREA makes no representations or warranties regarding the amount of energy output from the Community Solar Array under the Program.

Cancellation

A Participant may terminate a Subscription at any time for convenience upon sixty days' advance written notice to PVREA. Any and all amounts due and outstanding by the Participant to PVREA shall be paid upon termination. Participant is not eligible to receive a refund of any portion of the Subscription Fee upon cancellation or termination of a Subscription. The Subscription and all benefits of the Subscription will revert to PVREA upon termination.

Subscription and Transfers

Transfers to Other Accounts. A Participant may elect to transfer an existing Subscription to a new service agreement or service location within PVREA's electric service territory, provided that Participant continues to meet the eligibility requirements set forth herein. A transfer of a Subscription under this Participation Agreement is not subject to additional fees, but is subject to the existing rights, duties and obligations of such Subscription as of the effective date of the transfer.

Transfers to Other Members. A Participant may transfer any existing Subscription to another member who resides at the exact same service location. A Participant receiving the transferred Subscription must continue to pay the same Subscription Fee as the previous Participant.

Transfer Notice. Each Participant must notify PVREA in writing of the Participant's intent to transfer any Subscription prior to the transfer date.

Participant may NOT pledge a Subscription as security for any loan or otherwise collaterally assign any interest in the Subscription. Participant may not assign, gift, bequeath, or otherwise transfer any Subscription to any other individual or entity, aside from the stated exception. Any attempted transfer or assignment not in accordance with this Participation Agreement shall be null and void and deemed a material violation of this Participation Agreement and will constitute cause for termination of the Subscription by PVREA. Upon the death of the Participant this Agreement shall continue for the service location for a period of six months after the date of death of the Participant and shall be terminated at the end of such period unless the successor in interest to the load at the service location applies for transfer of the Subscription and PVREA approves such transfer. Any Solar Energy Credit existing on the date of death of the Participant shall be paid to the successor in interest to the load at the service location. The Agreement and the General Terms and Conditions shall bind and inure to the benefit of Participant and PVREA and to the permitted successors and assigns of Participant and Member.

Tariffs, Rules and Regulations

This Agreement shall, at all times, be subject to PVREA's Tariffs, Rules and Regulations, as amended from time to time.

No Third Party Beneficiaries

The Participant Agreement (including these Terms and Conditions) is solely for the benefit of Participant and PVREA. Nothing in this Participant Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or business entity not a party to this Program as a third-party beneficiary.

Ownership of Facility

PVREA has sole ownership, possession, and control of the Community Solar Array and PVREA has the exclusive right to maintain and operate the Community Solar Array and the Program. Enrollment in the Program does not convey any right, title, or interest in or to any portion of any property (including without limitation, tangible or non-tangible, real improvements, equipment,

assets or ownership interest) of or in PVREA or its affiliates.

Access to Community Solar Array

Participant will not have access to the solar electricity generation, interconnection, metering, data acquisition, or other related Community Solar Array facilities for any purpose, unless otherwise agreed to in writing in advance by PVREA. Such access may be withheld or granted in PVREA's sole and absolute discretion.

Ownership of Environmental Attributes

To ensure that Renewable Energy Certificates ("RECs") associated with the generation output of the Community Solar Array are appropriately recorded and tracked, PVREA will retain ownership of the RECs and all other environmental attributes generated by the Community Solar Array, including but not limited to, carbon emission reduction credits.

No Effect on Electric Rates and Tariffs~Payment of Taxes

Nothing in this Agreement shall be deemed to alter or modify any rate, charge, or condition of service (including any policies, fees, charges or assessments) established from time to time by PVREA for electric service. All such rates and charges shall remain subject to change at any time. Participant acknowledges and agrees that the electric bill to which the Solar Energy Credit is associated with the Participant's Subscription(s), shall reflect those rates and charges established or changed from time to time by PVREA. Participation in the Program shall not give Participant any increased or augmented right to contest or otherwise affect the determination of any rates or charges by PVREA for electric services.

Participant shall pay all sales and use or other taxes and franchise fees owed to the State of Colorado or any political subdivision or taxing authority in the State of Colorado that accrue prior to or as a result of consummating the transactions set forth in this Agreement, if any, as and when due. Participant shall not permit any lien in favor of the State of Colorado or any political subdivision or taxing authority in the State of Colorado to attach to the PVREA electric system, and shall satisfy or otherwise discharge any such lien that does attach to the PVREA electric system, as a result of consummating the transaction set forth in this Agreement.

Notice

All written communications or notices under this Agreement shall be directed to the Member at the current billing address on the account and to PVREA at its business office.

No Waiver

PVREA's failure to enforce any right or obligation with respect to any matter arising in connection with this Program shall not constitute a waiver as to that matter or any other matter. If PVREA at any time waives its rights with respect to a default under these Terms and Conditions or any other matters arising in connection with this Program, the waiver shall not be effective unless it is set forth in a written notice signed by PVREA. A waiver with respect to one default or matter shall not be a waiver of any other default or matter.

Disclaimer of Warranties

PVREA MAKES NO WARRANTIES, WHETHER IMPLIED OR EXPRESSED, AND WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE GOODS AND SERVICES PROVIDED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure

PVREA shall not be liable for any delay or failure to fulfill any obligation under this Participant Agreement due to circumstances beyond PVREA's reasonable control which circumstances may include, but are not limited to, fire, flood, earthquake, elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to this Participant Agreement or the Program, or any other cause beyond the reasonable control of PVREA.

Amendments

PVREA has the right, at its sole discretion, to unilaterally amend the terms of this Agreement and to unilaterally amend its Tariffs, Rules and Regulations. PVREA will notify Member in writing of any amendment to this Agreement, and any such amendment to the Agreement will become effective as of the effective date stated in the notice. PVREA may amend its Tariffs, Rules and Regulations in accordance with the law at any time. If Member objects to the amendment to the Agreement, then the only recourse of the Member is to terminate this Agreement by giving written notice to PVREA within thirty days after the effective date of the Amendment. If no notice is received by PVREA of termination by the Member of the Agreement, then the Agreement will continue to be effective, as amended.

Entire Agreement

This Agreement, including the General Terms and Conditions and including the Articles of Incorporation, Bylaws, Tariffs, Rules and Regulations of PVREA, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, and all other communications between PVREA and Participant. Any dispute about the Agreement shall be resolved under the complaint procedures stated in the Rules and Regulation of PVREA. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Participation Agreement or to affect the construction thereof.