

## CUSTOMER DEVELOPER AGREEMENT

Company: RB Inyokern Solar WDAT 1203 LLC

Project Manager: PowerMarket | Phone: 661-443-0452 | Email: [dimension@powermarket.io](mailto:dimension@powermarket.io)

Price, Terms & Conditions	
<b>Company:</b>	RB Inyokern Solar WDAT 1203 LLC (the "Company")
<b>Enrollment Levels:</b>	<p>Under the Community Renewables Program, you may sign up for a subscription of Bill Credits through this Customer Developer Agreement with the Company.</p> <p>Southern California Edison ("SCE") has signed a contract with RB Inyokern Solar WDAT 1203 LLC to purchase the energy generated by the facility. Attributes (such as Renewable Energy Credits) associated with your subscription will be retired by SCE on your behalf.</p> <p>The number of Bill Credits applied to your account will be based on an approximation of your energy usage (up to 120% of your historical usage) and on the solar energy generated by the facility. As required by the Community Renewables Program, your subscription amount will not be less than 25% of your annual usage. The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013]</p>
<b>Whom should I contact for more information?</b>	<p>If you have any questions about your rights regarding this Agreement, please contact our billing and customer service management partner, PowerMarket, at:</p> <p>Email: <a href="mailto:dimension@powermarket.io">dimension@powermarket.io</a> Phone: (661) 443-0452</p>
<b>How will I be billed?</b>	<p>You will receive a monthly bill from our billing and customer service management partner, PowerMarket, for your portion of the Bill Credits. You will also continue to receive a monthly bill from SCE, which will include a credit for the number of Bill Credits applied to your account based on your subscription in the facility.</p> <p>The total amount you will pay on an annual basis is guaranteed by the Company to be lower because of your subscription in the facility. See example below.</p>
<b>How will my bill be calculated?</b>	<p>For every bill credit applied to your SCE bill, you will pay us 90% of the value of that bill credit. For example, if a \$100 Bill Credit was applied to your \$200 SCE bill based on your subscription in the facility, you would pay the Company \$90 for that \$100 Bill Credit, thereby saving \$10.</p> <p>You are guaranteed savings by the Company on an annual basis for as long as the facility produces energy.</p> <p>You must also pay all applicable federal, state, and local taxes and charges to the Company.</p>
<b>How much will enrolling in the program cost?</b>	\$0. There is no fee to enroll in the program.
<b>Will my rate change over time?</b>	<p>Your 10% discount rate will remain the same for as long as you are subscribed to the facility.</p> <p>The rates used by SCE to calculate the value of your Bill Credits will also change over time. 20-year projections and details are available from SCE at <a href="https://www.sce.com/residential/rates/standard-residential-rate-plan/green-rates">https://www.sce.com/residential/rates/standard-residential-rate-plan/green-rates</a>. The utility rates are subject to CPUC approval.</p>

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<b>What is the process for terminating the contract and what is the early termination fee?</b>	<p>You may terminate this contract at any time by providing at least sixty (60) days' written notice in the form of the Notice of Cancellation or in the form of an email request to PowerMarket at <a href="mailto:dimension@powermarket.io">dimension@powermarket.io</a>. There is no early termination fee.</p> <p>PowerMarket processes cancellation requests within 24 business hours of receiving them. Termination timelines vary based on the operational status of the site:</p> <ul style="list-style-type: none"><li>• If the solar facility is not live (operational) and you have not yet been allocated Bill Credits, the cancellation is in effect immediately and you will never receive Bill Credits.</li><li>• If the solar facility is live (operational) and you are receiving Bill Credits, then PowerMarket will notify SCE to remove you from the program. Because allocations can only be updated with the utility once a month, notifying SCE may take 1-30 days after the cancellation request is received.</li><li>• It typically takes 1-2 billing cycles to remove a customer from the site after an updated allocation request is received.</li><li>• Since PowerMarket bills you after Bill Credits appear on your bill, you may receive invoices from PowerMarket after you've submitted a cancellation request.</li><li>• You will only be responsible for payment for Bill Credits that have been allocated to you not otherwise paid for, including excess Bill Credits that roll-over from previous months.</li><li>• You will continue to be billed for your Bill Credits until the utility has removed you from the program and through your last set of Bill Credits applied to your SCE bill.</li></ul>
<b>What length of agreement/contract is required by the Company?</b>	<p>The contract term with the Company begins on the Commercial Operation Date of the facility and continues for one (1) year. The contract will automatically renew annually for one (1) year terms unless terminated by either party.</p>
<b>What other fees might I be charged by the Company?</b>	<p>For Monthly Subscription Payments which are due but not paid on time, the Company will charge a \$25 late fee.</p> <p>No other fees apply.</p>
<b>SCE's Community Renewables Program Details:</b>	<p>Visit SCE's website for more information at <a href="https://www.sce.com/residential/rates/standard-residential-rate-plan/Community-Renewables-Program">https://www.sce.com/residential/rates/standard-residential-rate-plan/Community-Renewables-Program</a></p>
<b>Program Details:</b>	<p>RB Inyokern Solar WDAT 1203 LLC is working with SCE to have its facility included in the Community Renewables Program. SCE's Renewables Program is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions.</p> <p>Under SCE's Community Renewables program, renewable energy project developers take on the responsibility for marketing subscriptions in community renewable facilities directly to customers, who would normally receive information about this type of product from their utility. Green-e Energy provides third-party verification that the end customer receives accurate and sufficient disclosures. Green-e Energy also requires that product disclosures, such as the price that will be billed per unit (kWh or kW) of power and the developer's customer service contact information, be provided to purchasers within 60 days of sign-up in the form of a Welcome Packet. Customers will also receive an annual mailing that includes product information.</p>

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	<p>You will remain a SCE customer, as such your electricity services continue to be provided by SCE. No equipment or solar panels will be installed on your home. The solar project is being constructed on our site in Kern County, California.</p> <p>SCE is not a party to this Customer Developer Agreement and has no responsibility for it.</p>
<p>RB Inyokern Solar WDAT 1203 LLC currently has a Renewable Power Purchase Agreement with Southern California Edison Company for an approximate 20 MW solar photovoltaic generating facility that is under construction and currently is scheduled to achieve commercial operation in July 2024.</p>	

Signature of Authorized Company Official or Representative:

Date: \_\_\_\_\_

Signature of Customer:

Date: \_\_\_\_\_

## 2024 PRODUCT CONTENT LABEL

Bill Credits are calculated based on your Percentage Allocation of Project Capacity, which is set to approximate your energy usage.

In 2024, SCE's Community Renewables Program will be made up of 100% Solar Energy. This community solar project is located in Ridgecrest, CA.

For comparison, the current average mix of resources supplying SCE includes: Coal (0%), Nuclear (8.3%), Biomass & Waste (0.1%), Geothermal (5.7%), Solar (17.0%), Wind (9.8%), Natural Gas (24.7%), Eligible hydroelectric (0.5%), Large Hydroelectric (3.4%), and Unspecified Sources (30.3%). This resource mix was prepared in accordance with the SCE 2022 Power Content Label.

The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013]

For specific information about this electricity product, please contact our billing and customer service management partner, PowerMarket at (661) 443-0452 or [dimension@powermarket.io](mailto:dimension@powermarket.io).

For more information about *SCE's Community Renewables Program*, please visit [www.sce.com/residential/rates/standard-residential-rate-plan/Community-Renewables-Program](http://www.sce.com/residential/rates/standard-residential-rate-plan/Community-Renewables-Program) or contact SCE at 1-866-701-7867.

Learn more about Green-e Energy's requirements for California utilities under Senate Bill 43 (SB43) at [www.green-e.org/greentarriff](http://www.green-e.org/greentarriff). Learn more about Green-e Energy at [www.green-e.org](http://www.green-e.org).

## GENERAL TERMS AND CONDITIONS

1. PARTIES. This Community Solar Subscription Agreement ("Agreement") is entered into as of the "Effective Date" stated on the Disclosure Statement by and between RB Inyokern Solar WDAT 1203 LLC and its agents, successors, and assigns (the "Subscriber Organization") and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). Subscriber Organization will operate and maintain a Project in the same Electric Utility's service territory as Subscriber's Service Address. Authorized Designee (defined below) will assist Subscriber Organization with administering this subscription. By signing the Disclosure Statement, Subscriber agrees to the terms and conditions below.

2. DEFINITIONS.

a. "Agreement" means this Community Solar Subscriber Agreement, together with all Exhibits and Appendices hereto, the Cover Page, and all disclosure documents;

b. "Authorized Designee of the Subscriber Organization" or "Authorized Designee" means Project Economics, Inc. dba PowerMarket or any other agent the Subscriber Organization may designate.

c. "Banked Credits" means Bill Credits generated during a Bill Period that exceed the number of kWh or nominal dollars billed by the Electric Utility to Subscriber, if such credits will be applied to Subscriber's account in subsequent Bill Periods.

d. "Bill Credits" means the monetary credits applied to the Subscriber's Electric Utility bill. Bill Credits are calculated by taking the Subscriber's Percentage Allocation, multiplying it by the Solar Generation of the Project, and then multiplying that by the applicable Community Solar Credit Rate determined on a per month basis for the Service Classification applicable to Subscriber;

e. "Bill Period" means the period during which the Electric Utility calculates the Bill Credits generated from the project to be applied to Subscriber's Electric Utility bill; The initial Bill Period may be less than one (1) calendar month;

f. "Commercial Operation Date" or "COD" means the date upon which the Project is authorized by the Electric Utility to generate and deliver electrical energy to the electric grid;

g. "Community Solar Credit Rate" is the monetary rate that your Electric Utility attributes to each kWh generated from the Project.

h. "Community Solar Program" means the Enhanced Community Renewables Program authorized by Senate Bill 43 and governed by Part 2 of Division 1, Chapter 7.6 of the California Public Utilities Code, as amended;

i. "Effective Date" means the date this Agreement was executed;

j. "Electric Utility" means Southern California Edison Company, the utility that provides Subscriber with electricity service;

k. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project of any kind.

l. "Force Majeure" means any event or circumstance beyond the reasonable control of Subscriber Organization or the Authorized Designee and not resulting from Subscriber Organization's or the Authorized Designee's negligence.

m. "Kilowatt Allocation" means the number of kW of the Project Capacity allocated to Subscriber;

n. "kW(s)" means one-thousand (1,000) watts of electrical power;

o. "kWh(s)" means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;

p. "Monthly Subscription Payment" is defined in Section 5(a). The Monthly Subscription Payment is calculated by finding the product of (i) the number of kWhs generated by the Project in a given Bill Period, (ii) the Percentage Allocation, and (iii) the Subscription Rate.

q. "Percentage Allocation" means, the percentage of the Project Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project Capacity;

r. "Project" means the community solar project from which Subscriber receives the Percentage Allocation;

s. "Project Capacity" means the nameplate capacity in kW of the Project;

t. "Renewal Term" is defined in Section 3;

u. "Service Address" means the metered service address identified on the Disclosure Statement, as may change from time to time;

v. "Solar Generation" means the number of kWhs generated by the Project and supplied by the Subscriber Organization to the Electric Utility during a given Bill Period;

w. "Subscriber" means the person or persons identified on the Disclosure Statement as purchasing the Bill Credits calculated based on the Percentage Allocation, and which is an electric service customer of the Electric Utility;

x. "Subscriber Data" is defined in Section 4(e);

y. "Subscriber Eligibility Criteria" is defined in Section 4(c);

z. "Subscriber Organization" means a non-residential customer of the Electric Utility that owns and operates the Project;

aa. "Subscriber Organization's PPA" means (i) that certain Renewable Power Purchase Agreement by and between Electric Utility and Subscriber Organization, dated as of June 3, 2022, as may be amended from time to time, and (ii) that certain Green Tariff Shared Renewables (GTSR) Community Renewables Program Project Development Rider and Amendment to Renewable Power Purchase Agreement between Electric Utility and Subscriber Organization, dated concurrently therewith.

bb. "Subscription Rate" means the price per kWh charged by the Subscriber Organization to the Subscriber, which shall reflect a 10% discount to Subscriber. The Subscription Rate for a given Bill Period shall equal the Community Solar Credit Rate applied to Subscriber's Electric Utility Bill multiplied by ninety percent (90%), plus any applicable taxes assessed on the Bill Credit.

cc. "Tariff" means the Green Tariff Shared Renewables Community Renewables (GTSR-CR), as amended or superseded from time to time;

dd. "Term" is defined in Section 3;

3. TERM. The Agreement shall commence on the Commercial Operation Date and continue for one (1) year (the "Term"). Thereafter, this Agreement shall automatically renew for one (1) year terms (the "Renewal Term") until either Party provides a written notice of termination no less than sixty (60) days prior to the end of such Term or the Agreement is terminated by either Party in accordance with the terms of the Agreement.

4. PURCHASE OF ALLOCATION; ELIGIBILITY.

a. Bill Credits. Subscriber Organization agrees to sell to Subscriber and Subscriber agrees to purchase from Subscriber Organization, the Bill Credits applicable to Subscriber's Percentage Allocation for the entire Term and any Renewal Term.

b. Energy Attributes. Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute. Energy Attributes associated with your subscription will be retired by Electric Utility on your behalf.

c. Subscriber Eligibility. Subscriber's eligibility to purchase the Percentage Allocation and receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility

Criteria”): (i) Subscriber takes bundled service from SCE with a Service Address in the Electric Utility’s service territory (with the Subscriber being the named or one of the named account holders); (ii) the sum of all kWhs distributed to Subscriber’s Electric Utility bill will amount to at least one hundred (100) kWhs per month on average, calculated on an annual basis or 25% of Subscriber’s load; and (iii) Subscriber must enroll with Electric Utility’s Tariff.

d. Subscriber Authorization. Subscriber authorizes the Subscriber Organization, Authorized Designee or Electric Utility to obtain Subscriber’s historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the Subscriber Organization in connection with the Subscriber’s historical kWh consumption data will be accurate, and Subscriber understands that this information must be updated upon request if Subscriber’s conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by Subscriber Organization, the Electric Utility, or a governmental authority having jurisdiction over the Community Solar Program.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the Subscriber Organization to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber’s name, Subscriber’s account number, Subscriber’s mailing address, and the Service Address (collectively “Subscriber Data”).

5. SUBSCRIPTION PAYMENT.

a. Monthly Subscription Payment. For the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber’s Electric Utility bill for a given Bill Period, Subscriber shall pay to the Subscriber Organization the “Monthly Subscription Payment” for the entire Term and any Renewal Term.

b. Invoicing. Commencing no more than fifteen (15) days after the first Bill Period, the Subscriber Organization shall invoice Subscriber for the calculated Monthly Subscription Payment. If Subscriber agrees to make its Monthly Subscription Payments through an “automatic transfer of funds” prior to the invoice due date using the bank account, credit or debit card information Subscriber previously provided to the Subscriber Organization, then such amounts shall be automatically debited from Subscriber’s accounts. Subscriber Organization may accept other forms of payment in which case Subscriber will be responsible for making the Monthly Subscription Payment. In the event Subscriber’s Monthly Subscription Payment is refused or returned by its bank, credit, or debit card company, a late fee of twenty-five (\$25) dollars, but no more than the maximum permitted by law, shall be assessed in each instance.

c. Subscriber Organization Adjustments. Subscriber hereby consents to the Subscriber Organization modifying the Percentage Allocation at its sole discretion, provided such modifications comply, in all respects, with applicable law. The Subscriber Organization does not guarantee, and Subscriber acknowledges, that the Subscriber Organization does not guarantee the amount of electrical energy the Project will produce or the monetary value of the Bill Credits.

6. TAXES.

a. Federal Tax Matters. Subscriber and Subscriber Organization agree that (i) the sale of the Percentage Allocation shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties’ execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e)(3) does not apply to Subscriber’s relationship to the Subscriber Organization and/or Project.

b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the Project, or the Subscriber Organization if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization;

ii. The Party has full legal capacity to enter into and perform this Agreement;

iii. To the best of the Party’s knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;

iv. The execution and delivery of this Agreement and the performance by the Party of its obligations hereunder does not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Party is a party or by which it is bound or to which its properties are subject;

v. This Agreement constitutes a legally valid and binding obligation enforceable against the Party in accordance with its terms; and

b. Subscriber Organization. The Subscriber Organization represents, warrants, and covenants to Subscriber:

i. Subscriber Organization is authorized to (A) enter into this Agreement with Subscriber, and (B) participate in the Community Renewables Program;

ii. The Subscriber Organization has, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Project;

iii. The Subscriber Organization will notify Subscriber as soon as commercially reasonable if the Project is out of service for a material period of time, and for any other changes that could materially impact the Subscriber;

iv. The Subscriber Organization will perform its obligations under this Agreement and otherwise comply with all provisions of the Community Renewables Program and the Tariff in good faith and in accordance with industry standards.

c. Subscriber. Subscriber represents, warrants, and covenants to the Subscriber Organization:

i. Subscriber is able to pay the Monthly Subscription Payment;

ii. Subscriber’s Account Number, Subscriber’s Service Address, and Subscriber’s contact information contained in the Disclosure Statement of this Agreement are true, accurate, and complete;

iii. Subscriber agrees not to install or procure any other on-site generation resource(s) during the Term or any Renewal Term of this Agreement that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

iv. Subscriber has provided its consent for the Subscriber Organization to access and provide to the Electric Utility Subscriber Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the Subscriber Organization will be true, accurate, and complete;

v. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;

vi. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 9.

vii. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation are not intended to be a security under the Securities Act of 1933

viii. Subscriber acknowledges and agrees that the Subscriber Organization does not guarantee the Project’s production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims

against the Subscriber Organization for failure of the Project to produce energy, Energy Attributes, or to generate Bill Credits;

ix. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;

x. Subscriber acknowledges and agrees that Subscriber has been given the opportunity to ask questions and receive answers from the Subscriber Organization and/or its Authorized Designee regarding the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including (1) the Percentage Allocation and/or Monthly Subscription Payment

xi. Subscriber acknowledges and agrees it is not relying on statements made by the Authorized Designee, Subscriber Organization or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of the Subscriber Organization in connection with this Agreement constitutes legal, tax, or financial advice;

xii. Subscriber acknowledges and agrees it will promptly notify the Subscriber Organization of any changes in Subscriber Data; and

xiii. To the extent Subscriber has provided such information for the purpose of making the Monthly Subscription Payment, Subscriber's "automatic transfer of funds information" or debit, or credit card information provided to the Subscriber Organization is true, accurate, and complete to enable Subscriber to automatically pay the Monthly Subscription Payment;

8. TERMINATION.

a. Termination For Convenience. Subscriber may terminate this Agreement at any time by providing no less than sixty (60) days' written notice to the Subscriber Organization. There will be no termination fee to exercise this right.

b. Termination Due to Ceasing as an Electric Utility Customer. If at any time Subscriber ceases to be an Electric Utility customer eligible to purchase the Percentage Allocation and receive the Bill Credits from the Project for any reason, Subscriber may terminate this Agreement by providing no less than sixty (60) days' written notice to the Subscriber Organization of Subscriber's intent to terminate. Upon Subscriber's notice of termination with the above mentioned sixty (60) days, and following Subscriber's execution of any documents necessary to reflect such termination, including the assignment of Subscriber's Percentage Allocation to the Subscriber Organization, the Subscriber Organization shall terminate this Agreement and release Subscriber from any further obligations.

c. Termination; Other. Subscriber may also terminate this Agreement under the following circumstances:

i. Upon the expiration of the Term or any Renewal Term by providing the Subscriber Organization with no less than sixty (60) days prior written notice thereof.

ii. If the Subscriber is a natural person and the Subscriber is the sole Electric Utility account holder, then in the event of Subscriber's death.

iii. If the Subscriber submits to the Subscriber Organization a written Notice of Cancellation in the form attached hereto as Exhibit A-1 prior to midnight on the fifth (5<sup>th</sup>) business day after the Effective Date of the Agreement.

iv. If Subscriber Organization's PPA with the Electric Utility expires or is terminated for any reason, this Agreement shall automatically terminate.

d. Effect of Termination. Upon termination of this Agreement the Subscriber Organization shall notify the Electric Utility to un-enroll from Electric Utility's Tariff and stop any future Bill Credits from being allocated to the Subscriber. Notwithstanding, it may take the Electric Utility several months to implement Subscriber's termination and removal from the Project. Subscriber shall be responsible for the payment for any Bill Credits the Subscriber received or applied to its

Electric Utility account, including any Banked Credits, but unpaid prior to the effectiveness of termination.

9. TRANSFER; ASSIGNMENT. Subscriber may not assign or transfer this Agreement. Subscriber Organization may assign this Agreement without consent of Subscriber, including to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights following assignment, including assignment of Subscriber to another Project. Subscriber Organization must provide notice to Subscriber of any such assignment or transfer. Upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.

10. DEFAULT.

a. Events of Default. The following shall constitute an "Event of Default":

i. A Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days;

ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;

iii. A Party has provided false or misleading financial or other information to enter into this Agreement;

iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or

v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Remedies. Upon the occurrence of an Event of Default, the Subscriber Organization may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's Community Renewables Program account. The Subscriber Organization agrees that it shall not request that the Electric Utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. The Subscriber Organization may terminate the agreement and replace a defaulting Subscriber, which will not waive payments owed or default fees.

11. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, the Subscriber Organization is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, the Subscriber Organization shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the Subscriber Organization gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.

b. Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SUBSCRIBER ORGANIZATION'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED SUBSCRIBER'S ANNUAL SUBSCRIPTION PAYMENT.

c. Indemnification.

i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE SUBSCRIBER ORGANIZATION, THE AUTHORIZED DESIGNEE, AND THEIR SUCCESSORS AND ASSIGNS, EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING

REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

ii. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER ORGANIZATION AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE SUBSCRIBER FROM THIRD PARTY CLAIMS ARISING FROM OR RELATED TO SUBSCRIBER ORGANIZATION'S CONSTRUCTION, OPERATION OR FINANCING OF THE PROJECT, INCLUDING LIENS OF ANY TYPE, MORTGAGES, STOP WORK NOTICES, AND CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE OR DESTRUCTION.

d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIBER ORGANIZATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT OR ITS OBLIGATIONS HEREUNDER. THE SUBSCRIBER ORGANIZATION DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUBSCRIBER ORGANIZATION DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY GENERATED BY THE PROJECT, PERCENTAGE ALLOCATION, OR BILL CREDITS.

e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision, or (ii) affect the validity of this Agreement.

f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the Subscriber Organization arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the Subscriber Organization [or Authorized Designee] in writing at the contact information provided in the Disclosure Statement. The Subscriber Organization agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within two (2) business days and a response to such inquiry within fourteen (14) business days. If the Parties are unable to resolve the dispute, disagreement or claim through good faith discussions, then either Party may file a claim in civil court located in the State of California (as described further in Section 12(h) of this Agreement).

h. No Class Action. EACH OF THE PARTIES, BY SIGNING THIS AGREEMENT, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## 12. MISCELLANEOUS.

a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing and shall be deemed delivered upon receipt thereof.

i. Subscriber Organization shall provide prompt notice to Subscriber upon the occurrence of any of the following circumstances:

(1) If at any time during the term of this Agreement, Subscriber Organization's PPA with the Electric Utility is terminated for any reason;

(2) In the event of any bankruptcy or insolvency of Subscriber Organization or if foreclosure proceedings are initiated on the Project; or

(3) If Subscriber Organization has any proposed modifications to the Project such that Subscriber has adequate time to cancel Subscriber's subscription to the Project due to any such proposed modification.

b. Subscriber Organization Customer Service. Should any questions or concerns arise regarding this Agreement, Subscriber can contact Subscriber Organization's customer service representative at:

Email: [dimension@powermarket.io](mailto:dimension@powermarket.io)

Phone: (661) 443-0452

The customer service representative shall respond to all inquiries within two (2) business days after receipt of Subscriber's request.

c. Entire Agreement. This Agreement, and all Exhibits and documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

d. No Joint Venture or Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto.

e. Amendments. This Agreement may not be amended except under the following circumstances:

i. The Subscriber Organization may amend Subscriber's Percentage Allocation without the prior written consent of Subscriber at any time as provided in Section 5(c).

ii. Unless otherwise provided in this Agreement, this Agreement may only be amended in writing and signed by both Parties hereto.

f. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.

g. Survival. All billing and payment provisions and the provisions of Section 11 and 12(g) and (h) of this Agreement shall survive the expiration or earlier termination of this Agreement.

h. Governing Law. The Agreement is made in the state of California and will be governed by California law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the county of the Project, and Subscriber agrees to submit to the personal jurisdiction of the California state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

i. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through an Adobe Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

j. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

k. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing this Agreement, Subscriber acknowledges that it has read and understands this Agreement in its entirety and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving oral notice of its right to cancel this contract within three (3) business days of the Effective Date in addition to the written notice of that right to cancel this Agreement.

l. Communication. By executing this Agreement, the Subscriber consents to the Subscriber Organization, the Authorized Designee, and any person or entity acting on the Subscriber Organization's behalf to communicate with the Subscriber, in connection



with the Project, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. The Subscriber Organization, the Authorized Designee, and any person or entity acting on the Subscriber Organization's behalf may communicate with the Subscriber using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or pre-recorded voice messages, SMS or text messages, telephone or email. Subscriber Organization and Authorized Designee may use such means of communication even if Subscriber will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

## Appendix A

### Required Provisions

Pursuant to the Enhanced Community Renewables Program rules, there are certain provisions that must be included in this Agreement. Because these are standard, required provisions, some of them may not accurately reflect the terms of this Agreement. Those provisions are as follows:

- (a) SCE is not a party to, or third party beneficiary of, this Agreement or the transactions between you and Subscriber Organization, other than as a conduit for Bill Credits pursuant to Subscriber Data provided to SCE.
- (b) Subscriber acknowledges and agrees that there may be risks associated with participating in wholesale energy markets and Subscriber should not have any expectation of profits in deciding to enter into this Agreement;
- (c) Subscriber acknowledges and agrees that Subscriber will only receive Bill Credits to the extent the Project actually has Solar Generation and Subscriber provides the correct Subscriber Data to Subscriber Organization, which Subscriber Organization shall, in turn, provide to Electric Utility. Subscriber should not expect to receive Bill Credits in excess of the amount of consideration it provides to Subscriber Organization under this Agreement.
- (d) This CSA will automatically terminate upon termination or expiration of this Agreement;
- (e) Subscriber acknowledges that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;
- (f) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the Agreement;
- (g) Subscriber must enroll with the Tariff as a condition to being eligible to receive Bill Credits;
- (h) Subscriber must un-enroll from the Tariff if Subscriber no longer wishes to subscribe to the Project;
- (i) Subscriber cannot transfer its Subscription to other parties;
- (j) Subscriber may not subscribe for more than 120% of its forecasted annual load, as reasonably determined by Electric Utility based on historical usage data;
- (k) Subscription payments to Subscriber Organization, if any, are refundable until the Project's Commercial Operation Date has been achieved, and Subscriber's subscriptions are portable within Electric Utility's territory upon the Effective Date;
- (l) Subscriber Organization shall notify Subscriber in the event of Subscriber Organization's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;
- (m) Subscriber acknowledges that (1) Electric Utility is not an issuer or underwriter under California or federal securities laws with respect to the Project and that Electric Utility is not making an offer to sell or selling any securities whatsoever, and (2) Subscriber's subscription may be considered a "security" issued by Subscriber Organization under federal or state law.
- (n) Subscriber is not guaranteed any energy production from the Project;
- (o) The Community Renewables Program is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Green-e Energy provides third-party verification that the end customer receives accurate and sufficient disclosures. Green-e Energy also requires that product disclosures, such as the price that will be billed per unit (kWh or kW) of power and the developer's customer service contact information, be provided to purchasers within 60 days of sign-up in the form of a Welcome Packet. Customers will also receive an annual mailing that includes product information.
- (p) Subscriber acknowledges and agrees that Subscriber will not have access to the Project;
- (q) Subscriber Organization and Electric Utility shall share Subscriber information amongst themselves for purposes of billing and credits, program eligibility and verifying Participation, and that Buyer and Seller shall maintain the confidentiality of Customer information;
- (r) Subscriber Organization's customer service department must respond to Subscriber inquiries within two (2) business days;
- (s) Subscriber Organization shall indemnify Subscriber for claims arising from or related to Subscriber Organization's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

- (t) Subscriber Organization will provide Electric Utility with Subscription Information and Bill Credit Instructions related to the Subscribed capacity, and Subscriber Organization shall indemnify Electric Utility for all related claims and billing disputes between Subscriber and Subscriber Organization. All Bill credits to Subscriber shall be subject to set-off and counterclaim by Electric Utility under Subscriber Organization's PPA with Electric Utility;
- (u) A Subscriber Organization's transfer or sale of the Project to another entity will be subject to Electric Utility's consent, and the transferee must (i) accept all of Subscriber Organization's obligations under the Subscriber Organization's PPA between Electric Utility and Subscriber Organization, including all duties, liabilities and indemnities, and (ii) either enter into new Agreements containing the same terms and conditions as the original Agreements with existing Subscribers, or accept assignment of the existing Agreements with existing Subscribers. In addition, Subscriber Organization shall provide Subscriber with notice of any such transfer or sale of the Project;
- (v) Subscriber Organization shall notify Subscriber of any proposed modifications to the Project and provide Subscriber adequate time to withdraw its Subscription to the Project due to any such proposed modifications;
- (w) A Subscriber's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load, or as otherwise required by Green-e® Energy;
- (x) Within sixty (60) days after the Commercial Operation Date, Subscriber Organization must provide completed Disclosure Documents and a statement that Subscriber Organization is required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;
- (y) Any electricity stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the Subscriber Organization's PPA between Electric Utility and Subscriber Organization, power delivered may cease to be renewable;
- (z) Subscriber Organization covenants not to claim the Renewable Energy Credits associated with any Metered Amounts;
- (aa) Subscriber Organization shall provide Subscriber notice of any direct change of control of Subscriber Organization (whether voluntary or by operation of law);
- (bb) Subscriber Organization will not pursue Full Capacity Deliverability Status for the Project, resulting in a lower bill credit value than if FCDS were pursued. This will not impact the value of the bill credit discount, which in all cases will be 10%.
- (cc) Subscriber acknowledges and agrees that the rates offered under this Agreement may not ultimately be cheaper than those offered by the Electric Utility and the only aspect of service from Subscriber Organization that can be kept constant for the term of this Agreement is the generation rate component of Subscriber's monthly invoice.

EXHIBIT A-1

**(Subscriber Organization Copy)**

**NOTICE OF CANCELLATION**

Date of Transaction: \_\_\_\_\_ (this is the date You signed the Contract).

You may cancel this transaction, without any penalty or obligation, within FIVE 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 DAYS following receipt by seller (Provider) of your cancellation notice.

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

If You make the goods available to Provider and Provider 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 Provider, or if You agree to return the goods to Provider 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 RB Inyokern Solar WDAT 1203 LLC at [dimension@powermarket.io](mailto:dimension@powermarket.io) or to 335 Madison Avenue, 4<sup>th</sup> Floor, New York, NY 10017 Attn: PowerMarket no later than midnight of the date that is FIVE BUSINESS DAYS after date of transaction.

I, \_\_\_\_\_ HEREBY CANCEL THIS TRANSACTION. \_\_\_\_\_.

(date)

\_\_\_\_\_  
(Buyer's Signature)

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Date of Transaction: \_\_\_\_\_ (this is the date You signed the Contract).

You may cancel this transaction, without any penalty or obligation, within FIVE 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 DAYS following receipt by seller (Provider) of your cancellation notice.

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

If You make the goods available to Provider and Provider 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 Provider, or if You agree to return the goods to Provider 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 RB Inyokern Solar WDAT 1203 LLC at [dimension@powermarket.io](mailto:dimension@powermarket.io) or to 335 Madison Avenue, 4<sup>th</sup> Floor, New York, NY 10017 Attn: PowerMarket no later than midnight of the date that is FIVE BUSINESS DAYS after date of transaction.

I, \_\_\_\_\_ HEREBY CANCEL THIS TRANSACTION. \_\_\_\_\_.

(date)

\_\_\_\_\_

(Buyer's Signature)



**GREEN TARIFF SHARED RENEWABLES (GTSR)  
COMMUNITY RENEWABLES (CR) PROGRAM CUSTOMER  
ENROLLMENT FORM**

(T)

**I. Overview and Instructions**

This form, to be signed by the SCE Customer and the Developer of the Community Renewables (CR) Facility for which the Customer has entered into a Customer Developer Agreement (CDA),<sup>1</sup> has the following purposes:

- (1) *For the Customer.* Authorize the Developer to act on the Customer’s behalf as the Customer’s Agent consistent with the authority described below;
- (2) *For the Developer.* Enroll the Customer’s service account listed below on Schedule GTSR-CR and provide the necessary subscription information required herein to enable SCE to bill the Customer pursuant to the terms and provisions of Schedule GTSR-CR. The developer is required to submit this form along with a list of all GTSR-CR subscribers on a separate Enrollment Template at a minimum 60 days prior to Commercial Operation Date (COD). Any enrollment changes should be submitted to SCE on a monthly basis by the 10<sup>th</sup> of each month.

(D)

(T)

(T)

**Upon Completion:** Please submit a signed copy of this form to SCE pursuant to the instructions included on SCE’s GTSR Program website.

**Programs Affected:** This form is to be used in connection with Customer enrollment in SCE’s Green Tariff Shared Renewables (GTSR) CR Program only, which is herein referred to as the “CR Program” or “Schedule GTSR-CR.”

SCE does not guarantee that submission of this form will result in the Customer’s service account being enrolled on Schedule GTSR-CR. All enrollment requests are subject to eligibility verification, which may include SCE’s verification of this information with the Customer. Provided the eligibility requirements are met, enrollment will be effective pursuant to the provisions of Schedule GTSR-CR. If a customer is determined not to meet the eligibility requirements and/or is not enrolled in the CR Program, the authorizations granted in this form will be automatically revoked regardless of whether the Customer submits Appendix A (“Revocation of Authorization to Act on Customer’s Behalf”) of this form.

**II. Information, Acts and Functions Authorized by Customer**

By signing this form for the service account listed below,

- (1) I, the Customer, authorize my Agent (the Developer) to act on my behalf to enroll my service account on Schedule GTSR-CR based on the enrollment information provided below and regularly provide all subscription information to SCE that is necessary for SCE to bill my service account pursuant to the terms and provisions of Schedule GTSR-CR.

(T)

(D)

**III. Release of Customer Account Information**

I, Customer, declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I hereby release, hold harmless, and indemnify SCE for any liability, claims, demands, causes of action, damages, or expenses resulting from:

(T)

<sup>1</sup> SCE is not a party to the CDA.

- (1) the unauthorized use of this information by my Agent (the Developer); and,  
 (2) any actions taken by my Agent pursuant to this Authorization, including enrollment in the CR Program.

To authorize SCE to release Customer data and energy usage with Customer’s Agent, the Customer and Agent should register with Green Button – Third Party Connection using the links provided below.

SCE Customer - [sce.com/partners/partnerships/access-energy-usage-data](https://sce.com/partners/partnerships/access-energy-usage-data)

Agent - [sce.com/partners/partnerships/thirdpartylandingpage](https://sce.com/partners/partnerships/thirdpartylandingpage)

(D)  
(T)  
(T)  
(N)  
|  
(N)

#### IV. Revocation

Customer may cancel this Authorization at any time by completing Appendix A (“Revocation of Authorization to Act on Customer’s Behalf”) of this form and returning it to SCE. Consent is not required from the Developer for a Customer to cancel this Authorization. To the extent that the Customer’s enrollment on the CR Program terminates for any of the reasons outlined in Schedule GTSR-CR, the authorizations granted in this form will automatically be revoked regardless of whether the Customer submits Appendix A.

#### V. Required Information

Customer Information	
Name of Customer of Record:	
Name of Authorized Representative:	
Title of Authorized Representative: (e.g., homeowner, CFO, city manager)	
Mailing Address : (street, city, state, zip code)	
Phone Number:	
Email Address:	

Developer Information	
Developer Name:	Dimension Renewable Energy
Name of Authorized Representative:	PowerMarket
Title of Authorized Representative:	Subscription Partner
Mailing Address: (street, city, state, zip code)	335 Madison Avenue, 4th Floor, NY, NY 10017
Phone Number:	(661) 443-0452
Email Address:	dimension@powermarket.io

CR Facility Information	
Location: (street, city, state, zip code)	US-395 & W. Inyokern Road, Ridgecrest, CA 93555
County:	Kern County
Estimated Commercial Operation Date:	July 2024
CR Program Enrollment Information	
SCE Service Account Number:	8
SCE Service Account Address: (street, city, state, zip)	
CR Facility Subscription Percentage: <sup>3</sup>	To be determined
CDA Effective Date:	
CDA End Date:	Valid for length of CDA and any additional term.

(T)

## VI. Signatures

This form must be signed by someone who has authority to financially bind the Customer (for example, the specific account holder for residential accounts, or the CFO of a company or the city manager of a municipality).

Customer Signature	
Signature	
Printed Name	
Title	
Executed this Date of (month, day, year):	
Executed at (city, state):	

<sup>3</sup> This is the percentage of the output from the CR Facility that will be applied each billing period to the Customer's service account, unless otherwise directed by the Developer. For example, if 15% is listed as the "CR Facility Subscription Percentage," and the output of the CR Facility for a particular billing period is 1,000 kWh, 150 kWh will be applied to the Customer's service account and billed pursuant to the terms and provisions of Schedule GTSR-CR.





I, Agent, hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, causes of action, damages, or expenses resulting from the Customer's enrollment in the CR Program.

(T)

<b>Agent Signature</b>	
Signature	
Printed Name	Sam Youneszadeh
Executed this Date of (month, day, year):	
Executed at (city, state):	New York, NY

####

## **APPENDIX A**

### **Revocation of Authorization to Act on Customer's Behalf for Program Enrollment**

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**Customers:** If you signed the “*GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM CUSTOMER ENROLLMENT FORM*” (Form 14-962), you may revoke the authorizations you made in that form by signing this Appendix A and returning it to SCE. (T)

I, Customer, declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the bottom of this Appendix A and that I have authority to financially bind the Customer of Record. I hereby revoke my authorization to allow the below-designated Agent (the Developer) to receive the information that I previously authorized, as indicated by checking the box below: (T)

- Revoke authorization to allow my Agent (the Developer) to act on my behalf to enroll my service account on Schedule GTSR-CR and regularly provide all subscription information to SCE that is necessary for SCE to bill my service account pursuant to the terms and provisions of Schedule GTSR-CR. This revocation hereby terminates my enrollment in the CR Program for the service account specified below, pursuant to the terms and provisions of Schedule GTSR-CR. (D)

I hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, causes of action, damages or expenses resulting from:

- (1) any negligent conduct relating to this revocation; (D)
- (2) for any conduct by my previously designated agent in connection with this revocation.

(T)

<b>Customer Information</b>	
SCE Service Account Number:	8
Name of Customer of Record:	
Name of Authorized Representative:	
Title of Authorized Representative: (e.g., homeowner, CFO, city manager)	
Mailing Address: (street, city, state, zip code)	
Phone Number:	
Email Address:	
<b>Signature of Authorized Representative:</b>	
Executed this Date of ( <i>month, day, year</i> ):	
Executed at ( <i>city, state</i> ):	

<b>Developer Information</b>	
Developer Name:	
Name of Authorized Representative:	
Title of Authorized Representative:	
Mailing Address : (street, city, state, zip code)	
Phone Number:	
Email Address:	

(T)

Please submit a signed copy of this Appendix A to SCE.

Upon receipt and verification of the information contained herein by SCE, SCE will (1) no longer allow the Developer to act on behalf of the Customer (i.e., revoke the authorizations previously granted), and (2) as provided above, if necessary, remove the service account listed above from the CR Program, consistent with the terms and provisions of Schedule GTSR-CR.

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