

## Subscription Application

**Instructions (All capitalized terms are defined in the Terms and Conditions):**

1. Complete all fields in the Solar Share Business Subscription Application and submit to Santee Cooper as indicated on page 3. All fields must be completed in order for this Application to be reviewed.
2. Upon reviewing your application, Santee Cooper will send an Approval Letter stating the final number of Blocks approved and the Discounted Subscription Fee required to initiate the subscription.
3. Discounted Subscription Fee is due within 90 days of the date on the Approval Letter.
4. A Santee Cooper Customer Service representative will contact you to install an upgraded meter. After installation of the meter, your subscription will begin.

### Step 1 Customer Information

Customer Name (as it appears on Santee Cooper bill)		Federal Tax ID or Last 4 Digits of Social Security Number	
Service Address	City	State	Zip
Electric Account Billing Address (if different from Service Address)	City	State	Zip
Santee Cooper Account Number associated with the Service Address (located on Santee Cooper bill)			
Contact Name	Contact Phone Number	Email	

### Step 2 Solar Share Subscription Agreement

Upon signature by the Customer, this Application, together with the Terms and Conditions set forth below constitutes the entire agreement between Santee Cooper with respect to the Solar Share Subscription Program. All capitalized terms are defined in the Terms and Conditions.

#### Solar Share Subscription Fees

Customer hereby applies for a Solar Share Subscription of \_\_\_\_\_ Block(s) from the Solar Farm. The Discounted Subscription Fee is calculated as described in Table 1.

**Table 1. Discounted Subscription Fee Calculation**

Solar Share Subscription (in Blocks; 1 Block = 1kW)	Subscription Fee (\$1,820 per Block)  A	Santee Cooper Rebate (\$1,400 per Block, up to a maximum of \$8,400)  B	Discounted Subscription Fee*  (A-B)

\* Amount due to Santee Cooper to initiate Solar Share subscription

**Note:** The approved number of Blocks and the Discounted Subscription Fee will be finalized in the Approval Letter.

#### Solar Share Subscription Benefits

For each hour during the Customer's monthly billing cycle, the Customer will receive a Panel Production Credit (or Credit as it will be called on the monthly bill), which is a credit for the Customer's Solar Share Generation applied to the Customer's Energy Consumption. In addition, if the Customer has Excess Project Generation, which means its Solar Share Generation was greater than its Energy Consumption, then the Customer will receive a credit (called the DG Credit on the monthly bill) equal to the Distributed Generation Rate multiplied by the Excess Project Generation.

## Step 3

### Terms and Conditions

South Carolina Public Service Authority ("Santee Cooper") is implementing a Solar Share Business Program ("Program") to provide qualifying Customers with rebates to facilitate the subscription to solar power generated through a Community Solar model. These Terms and Conditions set forth the participation requirements for Customers applying for rebates through the Program. By signing below, the Customer named in the Program Application ("Customer") is agreeing to comply with and be bound by these terms:

#### Definitions.

**Approval Letter:** Letter sent from Santee Cooper to Customer approving Customer's purchase of a Block and associated Program Rebates.

**Block:** 1 kilowatt (kW) AC output rated generation capacity from the Solar Farm.

**DG Rate:** The rate in \$/kilowatt hour (kWh) set forth in the Energy Credit section of the most current Santee Cooper Distributed Generation Rider.

**DG Credit:** The DG Rate multiplied by the Excess Project Generation.

**Discounted Subscription Fee:** The Subscription Fee minus the Program Rebate.

**Energy Consumption:** The amount of kWh used by the Customer in a specified time period as measured on an hourly basis by the customer's electric meter. A summary of the Energy Consumption is presented in the monthly electric bill.

**Excess Project Generation:** The Solar Share Generation minus the Energy Consumption.

**Metering Fee:** For each Customer participating in the Program, regardless of the number of Blocks subscribed, a set monthly fee as set forth in the Metering Charge section of the most current Santee Cooper Distributed Generation Rider.

**Panel Production Credit:** A credit for the Customer's Solar Share Generation applied to the Customer's Energy Consumption on an hourly basis, which will be referred to as "Credit" on the Customer's monthly invoice.

**Program:** Santee Cooper Solar Share Business Program.

**Program Administrator:** Santee Cooper has contracted and authorized Nexant, Inc. to administer this Program including such activities, but not limited to reviewing, processing, and approving of Customer applications; facilitating project information requests from Customers; and performing measurement and verification activities.

**Program Manual:** the Santee Cooper Business Solar Manual, a separate document provided with this Application Agreement which is incorporated herein by reference.

**Program Rebate:** One-time payment of \$1,400/kW, which is capped at \$8,400 per Customer Service Address. Rebate payments will be in the form of a discount applied to the Subscription Fee.

**Rebate Application:** Steps 1 and 2 of this Agreement.

**Solar Farm:** Colleton Solar Farm, in Colleton County, South Carolina, called the Solar Farm, with total rated installed capacity of 3 MW. The Solar Farm is not owned by Santee Cooper but operated pursuant to a purchase power agreement.

**Solar Share Generation:** Actual solar energy generated by the Solar Farm in terms of kW/hour as measured by a meter at the Solar Farm multiplied by the percentage of the Customer's subscription in the total installed capacity of the Solar Farm. Solar Share Generation is Solar Panel and weather dependent.

**Solar Share Subscription:** The participation rights granted to Customer in this Program after receipt of Subscription Fee by Santee Cooper.

**Start Date Notice:** A written notice from Santee Cooper, which will be sent upon receipt of the Discounted Subscription Fee, notifying a Customer of the month that their Solar Share Subscription will commence.

**Service Address:** The address at which a Customer receives retail electric services from Santee Cooper. A Customer may have more than one Service Address.

**Subscription Fee:** The fee charged to the Customer to purchase a Block in the Solar Farm.

**Solar Panels:** The solar arrays that are currently installed for generating electric power and in service at the Solar Farm.

**Stand-By Fee:** The rate per each kW of installed capacity that will be charged for each Block as set forth in the Stand-By Charge section of the most current Santee Cooper Distributed Generation Rider.

**Program Funding.** The 2017 Program term is from December 1, 2016 to November 30, 2017. Program funds are limited and rebates are subject to funding availability. Applications are accepted on a first-come, first-serve basis until the conclusion of the Program term, or until Program funds are no longer available, whichever comes first. Customers requesting rebates after all available Rebate Program funding for the Program Period is committed, will be offered the option to be placed on a waiting list, in the order that the applications are received by Santee Cooper for consideration in the subsequent Program period.

**Customer Eligibility.** To be eligible for the Program, applicants must comply with the eligibility requirements as set forth in the Program Manual. Application and required

documentation must be submitted to Santee Cooper within 90 days following the date on the Approval Letter, in order to be eligible to receive rebates. The Program participation process is outlined in more detail in the Program Manual. Customers qualified to participate in the Solar Share Business program are not eligible to participate in the Solar Business program.

**Program Participation Process.** To be considered for rebates offered by the Program, Customer must:

1. Complete and submit a Rebate Application and sign this Agreement.
2. Receive an Approval Letter from Santee Cooper which will consist of the approved Blocks and either a deadline by when the Discounted Subscription Fee payment must be received by Santee Cooper, or a Payment Plan schedule;
3. If paying upfront, make the required payment in full as required by Santee Cooper; and
4. Receive a Start Date Notice that states the monthly bill in which the credits from Program participation will begin.

Customer understands that submission of a Rebate Application, even if correct and complete, does not guarantee participation in the Program.

Customer subscription must be a minimum of 1kW and must not exceed the lesser of 20 kW or the Customer's annual peak electrical demand recorded over the past 12-month period from the date on which the Solar Share Business Rebate Application was signed.

Applications for increasing the amount of Blocks purchased by a Customer for a Service Address will be subject to the applicable Santee Cooper Solar Share Business criteria in place at the time of a subsequent application. Santee Cooper reserves the right to make final determination of Customer eligibility and final rebate amounts.

**Solar Share Subscription Benefits.** In addition to the Program Rebate, Solar Share Business Customers will receive the Panel Production Credit and the DC Credit applied to each monthly bill. The Customer will also be charged a monthly Metering Fee and Stand-By Fee. Santee Cooper reserves the right to make final determination of Customer applicable credit calculations and application.

**Subscription Term.** Each Solar Share Subscription shall be effective beginning on the date on which the Discounted Subscription Fee is received by Santee Cooper and end on December 20, 2033 or if a Solar Share Subscription Buyout (as defined below) is initiated.

**Termination.** In the event Customer fails to make the Discounted Subscription Fee Payment within 90 days from the date on the Approval letter, the Subscription Application Agreement will be terminated.

**Energy Benefits.** In exchange for the Program Rebates provided by Santee Cooper, Customer agrees to transfer to Santee Cooper all environmental attributes, as defined below, associated with the program. Environmental attributes means any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by Santee Cooper generating facilities through reduced generation of energy or other savings or offsets on account of the program. Customer will not claim ownership of any environmental attributes.

**Solar Share Subscription Buyout.** Customer agrees that at any time, and in Santee Cooper's sole discretion, Santee Cooper may elect to repurchase the Solar Share Subscription for one or more Blocks and Customer will sell it to Santee Cooper pursuant to the terms in this section. Santee Cooper may initiate a Subscription Buyout process in the event of any of the following conditions:

1. Change in the Customer's Service Address to an address outside of the Santee Cooper service territory.
2. Customer's account reported to be no longer in service, for any reason.

Subscription Buyout will be implemented as follows:

1. Santee Cooper will notify Customer of Santee Cooper's election to exercise its repurchase right (the "Repurchase Notice"). The Repurchase Notice will include a Repurchase Price ("Repurchase Price") and the basis for such calculation, which will be the price at which Santee Cooper will repurchase the Customer's remaining Solar Share Subscription (if any).
2. Once the Repurchase Price payment is issued, any credits available through the program shall cease.

A Customer shall not request Santee Cooper to repurchase its subscription under any conditions other than a change in the Customer's Service Address to outside of the Santee Cooper service territory.

**Transfer of Solar Share Subscription.** Customer may not assign, gift, bequeath or otherwise transfer any portion of the subscription to any other individual, address or entity; provided, however, that if a Customer dies during the term of this Agreement, a surviving spouse may request transfer of this Agreement along with a standard request to Santee Cooper for an account name change.

**Ownership and Access to Solar Panels.** Customer acknowledges and agrees that Customer will not own or retain possession and control of the Solar Panels, and will not have the right to maintain or operate the Solar Panels. Customer will not have access to the Solar Panels, for any purpose, unless otherwise agreed to in advance by Santee Cooper. Customer also acknowledges that the Solar Panels may be replaced with any make, model, brand or type of solar panel with or without notice to Customer of said changes.

**Inspections.** As part of the Rebate Application review process, Santee Cooper may request additional documentation and conduct any site inspection activities necessary to confirm eligibility. Failure to provide or complete any of the requested information or program requirements may result in the return of the Rebate Application and denial of rebates through the Program. Customer agrees to cooperate and provide Santee Cooper or its designated agents access to the facility that is subscribing to the Solar Share program. Customer will provide any requested information relating to the Customer site as requested by Santee Cooper or Program Administrator to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy consumption.

**Tax Liability.** Customer acknowledges that receipt of any rebate pursuant to the Terms and Conditions may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to the Terms and Conditions. Nothing in these Terms and Conditions is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

**Customer Information.** By signing the Solar Share Business Subscription Application and Terms and Conditions, Customer authorizes and acknowledges that Santee Cooper may duplicate, disseminate, release and disclose Customer's information relating to a Customer Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information and billing data, energy usage, and tax identification numbers to Program Administrator, as applicable, and any other third party utilized by Santee Cooper for the purposes of processing the Customer Application, to verify or audit Program records, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, Santee Cooper and its subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure. Santee Cooper reserves the right to publicize Customer's participation in this Program. Customer may opt out of such publication in writing provided to Santee Cooper.

**Fraud.** Customer represents and warrants that it is eligible and authorized to participate in the Program, and that Customer's participation in the Program will not result in the violation or breach by Customer of law, Customer's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Santee Cooper. Any Customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

**No Warranties.** Santee Cooper and Program Administrator do not make any, and both Santee Cooper and Program Administrator expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of the Solar Farm, Solar Panels, and/or services rendered

by any person or entity in connection with the Program. SANTEE COOPER AND PROGRAM ADMINISTRATOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Indemnification.** Customer shall defend, protect, indemnify and hold harmless Santee Cooper, Program Administrator and their respective directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of Customer's act or omission; provided however, that Customer shall not indemnify and hold harmless any Indemnified Party against Claims for any matter that Santee Cooper and Program Administrator have indemnified Customer. Notwithstanding the foregoing, this indemnification is in addition to any other indemnity and/or insurance obligations between the participant and the Indemnified Parties.

**Limitation of Liability.** To the fullest extent allowed by law, Santee Cooper and Program Administrator's total liability, regardless of the number of claims, is limited to the amount of the rebate payment approved in accordance with the Program Terms and Conditions, and Santee Cooper, Program Administrator and its affiliates and their respective directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations.

Notwithstanding anything in these Terms and Conditions to the contrary, Santee Cooper, Program Administrator, and their respective directors, officers, employees and/or agents shall not be liable hereunder for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

**Compliance with Law.** Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws, rules and codes concerning the Program, including without limitation, the installation and maintenance of eligible equipment.

**Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, and effect of these Terms and Conditions, the parties' performance thereunder, and all matters incident thereto. Any legal action associated with the Program must be initiated with any court of competent jurisdiction within the State of South Carolina. By submitting this Application, Customer acknowledges that Customer is obligated to comply with Santee Cooper's rules and regulations governing electric service.

**Program Changes.** Santee Cooper reserves the right to change or cancel the Program or its Terms and Conditions at any time without notice. Preapproved applications, for which the Customer has completed the required Program requirements, will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Santee Cooper. The Terms and Conditions may be terminated by Santee Cooper, at any time without cause.

**Entire Agreement.** The terms set forth herein, including all attachments and incorporated references, constitute a complete statement of the Terms and Conditions applicable to the Program and supersede all prior representations or understandings, whether written or oral. Santee Cooper and Program Administrator shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. To the extent there is any conflict between the language of the Program Manual and these Terms and Conditions, these Terms and Conditions shall prevail.

## Acceptance of Terms and Conditions

By signing below, I certify that:

1. I have the authority to bind the Customer to the Terms and Conditions;
2. I understand and agree to be bound by and comply with the terms set forth, herein and such other terms as set forth in the Program Manual;
3. The information provided to Santee Cooper or Program Administrator in and as part of the Solar Share Business Subscription Application is accurate and complete, and I will notify Santee Cooper immediately of any changes to the information.

Authorized by (please print)

Signature of Authorized

Date

**Send Completed Applications to:**  
Santee Cooper Energy Support Services  
305A Gardner Lacy Rd  
Myrtle Beach, SC 29579  
Email: [Solar@santecooper.com](mailto:Solar@santecooper.com)  
Fax: (843) 347-8781