

**HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.
COMMUNITY SOLAR PROJECT
MEMBER PARTICIPATION AGREEMENT**

This Agreement, made this _____ day of _____, 2016, by and between Hancock-Wood Electric Cooperative, Inc. (the "Cooperative") and the Cooperative's Member (the "Member");

RECITALS

WHEREAS, the Board of Trustees of Buckeye Power, Inc. ("Buckeye") has approved the development by Buckeye of an approximately 2.1 megawatt community solar project; and

WHEREAS, the Cooperative has elected to locate a portion of the Buckeye-directed community solar project within its service territory; and

WHEREAS, the Member desires to purchase a portion of the output of the community solar project on the terms and conditions set forth in this Agreement;

AGREEMENT

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

1. Number of Panels:

The Cooperative shall sell, and the Member shall purchase, the output of _____ 335 watt panels of the community solar project.

2. Length/Term:

The Cooperative shall sell, and the Member shall purchase, the output of the community solar project for a term of _____ years. Only 5, 10 or 20 years agreements are available, commencing on the date that the community solar project first commences service.

3. Rate:

The Cooperative shall sell, and the Member shall purchase, the output of the community solar project at a rate of \$0.0944 per kilowatt hour (kWh).

4. Additional Terms and Conditions:

The parties hereby agree to items 1 through 10 of the additional terms and conditions, which are attached hereto as exhibit A and incorporated herein by reference.

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

Print Name: _____

Signature: _____

Title: ___Residential Member_____

Date: _____

HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

ADDITIONAL TERMS AND CONDITIONS

1. Sale of Power from Community Solar Project.

The actual kilowatt hours (kWhs) used by the Member each month shall not be reduced by the amount of kilowatt hours (kWhs) produced and allocated to the Member under the terms of the following community solar project agreement.

2. Cost of Power from Community Solar Project.

The charge for the Member's allocated portion of the output of the community solar project under this agreement shall replace the corresponding portion of the Member's actual Generation and Transmission Charge (G&T Charge), which will be displayed on the Member's monthly electric bill. All other charges in the Member's rate shall remain in place, including any fixed monthly charges, demand charges, and distribution service charges. The Cooperative shall provide the Member with a sample bill showing how the community solar project charges will be reflected in the Member's monthly bill.

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

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

The community solar project shall consist of approximately 2.1 MW of solar photovoltaic panels to be located in various areas throughout the State of Ohio, including in the Cooperative's service territory. The portion of the community solar project to be located in the Cooperative's service territory shall be approximately 100 kilowatts (kW) and shall consist of _____ 335 watt solar panels. Buckeye or its affiliate will own or lease the community solar project and be responsible for operating and maintaining it. Accordingly, neither the Cooperative nor the Member shall have any ownership or lease interest in the community solar project, nor have any responsibility for constructing, operating or maintaining it.

4. Location of Community Solar Project.

The Cooperative has elected to designate a location in its service territory for the community solar project. The location is at the intersection of US Route 224 and Marion Township Road 215 in Findlay, Ohio.

No portion of the community solar project will be located on the Member's property.

5. Output of Community Solar Project.

The Cooperative estimates that each 335 watt panel will produce approximately 410 kWh per year; however, neither Buckeye, its affiliate National Power Cooperative, Inc. ("National"), nor the Cooperative guarantees that the community solar project will produce any particular amount of electricity in any given year. The output of the community solar project may be

affected by numerous factors beyond the reasonable control of the Cooperative and its affiliates, Buckeye and National, including cloud and snow cover, damage to the panels by weather or other events, and equipment failure and degradation, among other things.

6. Interconnection of Community Solar Project with Cooperative Distribution System; Metering.

The output of the community solar project sold by the Cooperative and purchased by the Member shall be determined on a monthly basis by multiplying the metered output of the community solar project located in the Cooperative's service territory by a fraction the numerator of which is the kW capacity of the panels allocated to the Member under this Agreement, and the denominator of which is the kW capacity of the community solar project located in the Cooperative's service territory.

The community solar project shall not be directly interconnected with the Member's property, home or facilities.

7. Retirement of SRECs.

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

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

8. Early Termination.

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

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

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

(d) If the Member desires to voluntarily terminate this Agreement for any reason other than those described in Sections 8(b) and (c) above, the Member shall pay a termination fee of \$50 per 335 watt panel, not to exceed \$200 total, unless the Member is able to assign this Agreement to another member of the Cooperative in accordance with Section 9 of these Terms and Conditions below, in which case no termination fee shall be due. Payment of the \$50 per panel termination fee shall relieve the Member of all further obligations under this Agreement, except for energy produced by the community solar project prior to the date of termination.

9. Assignment.

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

10. Miscellaneous.

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