

Evergy, Inc.

Solar Subscription Participation Agreement for Evergy Missouri Metro and Evergy MO West Customers

The Solar Subscription Participation Agreement (the "Agreement") is entered into on this date submitted online between Evergy (the "Company") and the Customer for electric energy to be purchased from a solar energy resource (the "Resource") under the Company's Solar Subscription Pilot Rider Tariff (the "SSP Tariff") as approved by, and as may be changed from time to time by, the Missouri Public Service Commission (the "MPSC").

The Customer and the Company agree to the following Terms and Conditions:

A. Terms and Conditions

1. Electric Energy Pricing, Billing and Subscription Level Sizing

- a. The monthly electric energy production of the Resource will be measured and apportioned to the Customer in Solar Blocks based on the Customer's Subscription Level (the "SL"). The Company will bill the Customer for the Customer's SL kWh generated by the Customer's kW share each month, otherwise known as the Monthly Purchase Quantity (the "PQ"). All electric energy delivered above the amount billed from the subscribed capacity shall be billed in accordance with the Company's standard rate schedule(s) under which the Customer takes service. Energy production will be applied to the monthly billing sixty (60) days after it occurs.
- b. The Solar Block Subscription Charge for energy sold through this Program is estimated to be \$0.1284 per kWh, made up of two costs: 1. The Solar Block cost of \$0.0884; and 2. The Services and Access charge of \$0.040 per kWh.

- c. The Customer understands that the following sizing calculation will be utilized by the Company in determining the number of Solar Blocks that the Customer will be enrolled in. The Customer must have sufficient annual energy usage to support subscription of at least one Solar Block. The resulting value will be rounded down and is based on the Customer's desired subscription percentage (in 10% increments, up to 50%) and their Annual Energy Usage:

$$\frac{\# \text{ of Solar Blocks} = \text{Annual Energy Usage (kWh/Yr.)} \times \text{subscription percentage}}{720 \text{ kWh/Yr.}}$$

$$\text{Subscription Level (SL)} = \# \text{ of Solar Blocks} \times 0.500 \text{ kW/Solar Block}$$

2. Initiation and Termination

- a. This Agreement becomes effective when it has been signed by the Customer and it has been received by the Company. The term of this Agreement shall be no less than 12 months, as measured from the first bill received under the SSP Tariff, and no more than 25 years; provided however, that if a non-residential Customer subscribes to 25% or more of the available Solar Blocks, the term of this Agreement shall be no less than 5 years and no more than 25 years.
- b. The term of this Agreement shall begin on the commercial operation date (the "COD") of the Resource or the date of this Agreement, whichever is later, and shall remain in effect unless terminated under any of the following conditions:
 - i. At the end of the term of this Agreement (not to exceed 25 years); or

- ii. For Customers subscribing to less than 25% of the available Solar Blocks, by the Customer, following one year of service after the beginning of the term. The Company will terminate participation at the completion of the billing cycle in which the Customer requests to terminate participation. The Customer must wait 12 months after the first billing cycle without a subscription to resume taking service under the SSP Tariff. The SL can be changed by the Customer no more frequently than once per each 12-month period; or
- iii. For Customers subscribing to less than 25% of the available Solar Blocks, by the Customer, upon no longer receiving service from the Company; or
- iv. By mutual agreement of the Customer and the Company; or
- v. By order of the MPSC.

3. Customer Relocation

- a. The Customer may maintain service under the SSP Tariff when relocating facilities or services within the Company's Missouri Metro or Missouri West service territory. Service under the tariff cannot be maintained if the Customer moves outside of the Company's Missouri Metro or Missouri West territory.
 - i. Upon cancellation of the Customer's service, Solar Blocks may be transferred to the service agreement of another eligible customer, which may include non-profits, with the consent of the customer to whom the transfer is to be made, for a \$25 fee per transfer.

4. Dispute Resolution

- a. Disputes between the Customer and Company that cannot be resolved by the parties by other means may be brought to the MPSC by either party through complaint procedures as provided in section 386.390 RSMO and MPSC rules.

5. Additional Terms and Conditions

- a. Service hereunder is subject to the Company's General Terms and Conditions as approved by, and as may be changed from time to time by, the MPSC.
- b. All provisions of the SSP Tariff, upon which this Agreement relies, are subject to changes approved by the MPSC.
- c. The Customer understands that if the minimum program enrollment level is not met, as outlined in the SSP Tariff, then the Resource will not be built, and this Agreement will be void.
- d. The Customer shall have the option to terminate this Agreement should the final Solar Block Subscription Charge be higher than stated in Section 1.b. by providing written notice within 90 days of being notified of the finalized Solar Block Subscription Charge.
- e. All rights to the Renewable Energy Credits (RECs) associated with the generation output of the Resource will be retired by the Company on behalf of the Customer.
- f. The Company will not be held responsible for unforeseen or force majeure events that impact the Resource's electric energy generation.
- g. The Customer being served or having been served under this Agreement understands and acknowledges that participation in this Agreement is a voluntary choice by the Customer and waives all rights to any billing adjustments arising from a claim that Customer's service would be or would have been at a lower cost had they not participated in the Agreement.

B. Application Approval

Company Representative/Title: Kim Winslow, Senior Director, Energy Solutions