



Delivering water and power®

**PARTICIPATION AGREEMENT
SRP SOLAR CHOICE SELECT**

By signing below, the undersigned customer ("**Customer**") agrees to participate in the SRP Solar Choice Select program (the "**Program**") for the Term, under the terms of this Participation Agreement (this "**Agreement**").

Customer ID:	
Committed Energy:	kWh
Expected COD:	December 30, 2025

AGREEMENT

1. Terms and Conditions. The Program and Customer's participation in the Program are governed by the Program Terms and Conditions, a copy of which is attached hereto as Exhibit "A" and incorporated by reference into this Agreement. Capitalized terms used but not defined in this Agreement have the meanings given those terms in the Terms and Conditions.

2. Contingency. The effectiveness of this Agreement is conditioned upon the occurrence of the Solar Facility COD. If the Solar Facility COD has not occurred on or before the Expected COD, then SRP may terminate the Program and this Agreement, effective upon delivery of a written notice to Customer.

3. Miscellaneous. Customer may not assign this Agreement without SRP's prior written consent, in its sole discretion. Any purported assignment in violation of this Agreement will be void. This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Any action, suit, or proceeding arising out of, or in any way connected with, this Agreement shall be initiated and prosecuted exclusively in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and Customer irrevocably submits to the jurisdiction and venue of such court.

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____



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SOLAR CHOICE SELECT TERMS AND CONDITIONS

The SRP Solar Choice Select program (the “**Program**”) allows eligible customers to support the development of renewable energy facilities, and to offset a portion of their energy use with renewable energy, by payment of a per-kWh premium on their electrical bill. The Program is governed by these Terms and Conditions.

1. **Definitions.** Capitalized terms used in these Terms and Conditions are defined as follows:

Baseline Account(s): All SRP account(s) under the Customer ID identified in the Participation Agreement that are served under an Eligible Price Plan as of the Solar Facility COD.

Billed Energy: The amount of metered energy for which SRP has billed Customer, excluding any energy that is billed or provided, or to which a premium is applied, under any special contract with SRP or another SRP program or offering (including, without limitation, SRP’s Sustainable Energy Offering or Buy-Through Program).

Committed Energy: An amount equal to 20% of Customer’s 12-month aggregate Billed Energy for all Baseline Accounts in the period of May 1, 2022 – April 30, 2023, as specified in the Participation Agreement.

Customer: The SRP customer named in the Participation Agreement.

Eligible Price Plan: Price Plan E-32, E-36, E-47, E-48, E-61, E-63, E-65, E-66, or E-67.

Maximum Load: In each Program Year, the lesser of the Committed Energy or 41,400,000 kWh (appropriately prorated for any partial Program Year).

Month: An SRP monthly billing cycle occurring during the Term.

Monthly Fee: For each Month, an amount equal to the Premium multiplied by the Offset Energy in that Month.

Offset Energy: 20% of the Billed Energy for a Program Account.

Participation Agreement: The written agreement under which Customer agrees to participate in the Program.

PPA: The power purchase agreement, as may be amended, entered into between SRP and the owner of the Solar Facility.

Premium: \$0.005 per kWh.

Price Plan: SRP Standard Electric Price Plan.

Program Account(s): All Baseline Accounts, if and for so long as they are served under an Eligible Price Plan.

Program Energy: Energy (kWh) on which the Program Premium has been applied and paid for by Customer.

Program Expiration Date: April 30, 2028, unless extended by SRP.

Program Year: Each 12-Month period of May 1 to April 30 during the Term, with the first Program Year, which may be less than 12 months, commencing on the Solar Facility COD and ending the first April 30 thereafter.

REC: A renewable energy certificate created by WREGIS that certifies the environmental attributes of the renewable energy generated by a solar photovoltaic (PV) generating facility.

Solar Facility: A solar PV generating facility selected by SRP, in its sole discretion, the capacity of which is dedicated by SRP, in whole or in part, exclusively for purposes of the Program.

Solar Facility COD: The date on which the Solar Facility has been constructed, commissioned, and tested, and is deemed commercially operational and able to provide electricity on a reliable basis, according to the requirements of the PPA.

Term: A period commencing on the Solar Facility COD and continuing until the sooner of (a) the termination date of Customer’s Participation Agreement, or (b) the Program Expiration Date.

WREGIS: The Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

2. **General.** Availability of the Program is limited to the capacity of the Solar Facility. Program participation requires execution of a Participation Agreement on or before May 1, 2026. Except with respect to the Monthly Fee, Customer’s participation in the Program does not change the terms under which SRP delivers to Customer, or Customer receives, energy under any Price Plan or rider, or other SRP program or offering, in which Customer participates.
3. **Maximum Load.** Neither the Committed Energy nor Maximum Load will be adjusted if there is any increase or decrease in actual or expected Billed Energy for a Program Account, or if any Baseline Account ceases to be served under an Eligible Price Plan.



4. Solar Facility. The Solar Facility will be a solar PV generating facility that will be newly constructed and made operational after October 30, 2025. However, after the Term commences, SRP will have sole discretion to designate any solar PV generating facility as the Solar Facility.
5. REC Retirement. SRP, using WREGIS, will retire RECs on behalf, and in the name, of the Program, in accordance with this Paragraph 5 and WREGIS operating rules. For each Program Year, SRP will endeavor to retire on behalf of the Program one REC for each MWh of Program Energy for all Customers. The RECs retired on behalf of the Program will be associated with the Solar Facility output unless, for any reason, SRP receives an insufficient number of such RECs, in which event the retired RECs may be associated with one or more alternate or additional solar PV generating facilities selected by SRP, in its discretion. For purposes of clarification, SRP will not transfer any RECs to Customer under the Program. Customer will not take title, or have any direct right, to any of the energy produced by the Solar Facility. Subject to the retirement of RECs, SRP will retain all energy, capacity, and other attributes and benefits associated with the Solar Facility and provided to SRP. Customer recognizes and agrees that SRP will consider the Solar Facility as part of its integrated generation portfolio to meet its carbon reduction goals. SRP will deliver to Customer an annual summary report outlining the RECs retired on behalf of the Program.
6. Monthly Fee. SRP will apply the Monthly Fee, as a separate line item, to each monthly electric bill for the Program Account(s), until the Offset Energy for all Program Accounts in a Program Year totals the Maximum Load. Customer will pay the Monthly Fee under the same terms governing the monthly electric bill. The Monthly Fee does not replace or reduce the charges incurred by Customer under any Price Plan or rider, or other SRP program or offering, in which Customer may participate. If, for any reason, SRP determines that, for any Program Year, it cannot retire one REC for each MWh of Program Energy for all Customers, then after the end of such Program Year, SRP will provide Customer with a bill credit for any overpayment of the Monthly Fee. Except for its obligation to provide the foregoing bill credit, SRP shall have no liability to Customer for SRP's failure or inability to retire RECs as contemplated under these Terms and Conditions.
7. No Guaranteed Production. Operation and curtailment of the Solar Facility will be governed by the PPA. Customer acknowledges that the Solar Facility's production will vary based on, among other factors, equipment degradation, weather, availability of sunlight, operational constraints, curtailments, and maintenance and other outages. SRP does not guarantee a minimum amount of energy or REC production by the Solar Facility. SRP will have no liability to Customer for or in connection with any disruption, reduction, or curtailment of Solar Facility output, any failure or inability to deliver Solar Facility output, any interruption in, or cessation of, Solar Facility operation, or any action or inaction of the owner of the Solar Facility.
8. Program Termination, Modification, and Extension. SRP may terminate the Program if the PPA is terminated for any reason, or if there occurs an event or circumstance that, in SRP's judgment, will materially reduce actual or expected Solar Facility output. SRP will have no obligation to replace the Solar Facility if the PPA terminates, or to acquire, or attempt to acquire, any generation resource or the output thereof, or to otherwise enter into any transaction with a third party. Termination of the Program will automatically terminate the Participation Agreement. SRP will notify Customer of any extension of the Program Expiration Date. SRP may, at any time, modify these Terms and Conditions, effective as of the first day of any Program Year, by delivering at least 30 days' prior written notice to Customer.
9. Termination.
 - (a) Customer may terminate its Participation Agreement by delivering notice by email to Customer's account manager named on Customer's electric bill. Any such termination by Customer will be effective as of the last day of the Program Year in which SRP receives the notice. If Customer terminates its Participation Agreement under this Paragraph 9(a), Customer will not be precluded from future participation in the Program, but such participation will be subject to Program availability and may be under terms different than those of the terminated Participation Agreement.
 - (b) SRP may, in addition to exercising any rights and remedies available under SRP's Rules and Regulations, immediately terminate Customer's Participation Agreement if Customer fails to make payments when due or otherwise violates SRP's Rules and Regulations. If SRP terminates Customer's Participation Agreement under this Paragraph 9(b), SRP may, in its sole discretion, prohibit Customer from thereafter participating in the Program.
 - (c) If Customer's Participation Agreement is terminated for any reason, Customer will remain liable for payment of any amounts due to SRP that accrued during the Term and that remain unpaid as of the date on which the Participation Agreement terminates.
10. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SRP SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM OR THE PARTICIPATION AGREEMENT, WHETHER CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT.