

RIDER VCS  
VIRGINIA COMMUNITY SOLAR PILOT PROGRAM

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I. APPLICABILITY

- A. This Rider is applicable on a voluntary basis as a companion to any Customer who (a) elects to receive Electricity Supply Service and Electric Delivery Service from the Company, (b) qualifies for Electric Service in accordance with Schedule 1, 1G, 1P, 1S, 1T, DP-R, 1EV, 5, 5C, 5P, 6, 6TS, 10, 24, 25, 27, 28, 29, GS-1, DP-1, GS-2, GS-2T, DP-2, GS-3, GS-4, MBR, SCR, or Special Contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2, (“Principal Tariff”), as of the Customer’s effective date for billing under this Rider at the Customer’s service location, and (c) elects to purchase the Net Electrical Output, including Environmental Attributes (as defined in Paragraph II.F, below), from new solar generating facilities located in communities throughout the Company’s Virginia service territory in accordance with Paragraphs II and V below.
- B. This Rider is not applicable to Customers receiving temporary service.
- C. Unless renewed or made permanent by appropriate legislation, service under this Rider shall terminate three (3) years from the effective date of this Rider which shall be the “Closure Date”. However, the Company must receive the Customer’s request for service under this Rider at the Customer’s service location at least twelve (12) months prior to the Closure Date.

II. AVAILABILITY

- A. In this Rider, the terms below shall have the following definitions:
  - 1. “Small Non-residential Customer” – shall mean a commercial or industrial customer whose peak measured demand is less than 500 kW within the current or previous 11 billing months at the Customer’s service location.
  - 2. “Large Non-residential Customer” – shall mean a commercial or industrial customer whose peak measured demand has reached or exceeded 500 kW within the current or previous 11 billing months at the Customer’s service location.

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II. AVAILABILITY (Continued)

- B. This Rider is available to a minimum of one (1) block of Net Electrical Output from the community-based solar facilities per Customer, per billing month, where one (1) block equals 100 kWh (“VCS Block”).
1. A residential Customer’s VCS Block purchase is limited to the Customer’s choice of one of the following:
    - a. At least one (1) and no more than five (5) whole (undivided) VCS Blocks per billing month; or
    - b. To match 100% of the Customer’s monthly usage.
  2. A non-residential Customer’s VCS Block purchase is limited to the following:
    - a. A Small Non-residential Customer’s VCS Block purchase shall be limited to the Small Non-residential Customer’s choice of one of the following:
      - 1) At least one (1) and no more than ten (10) whole (undivided) VCS Blocks per billing month; or
      - 2) To match 100% of the Small Non-residential Customer’s monthly usage.
    - b. A Large Non-Residential Customer’s VCS Block purchase shall be limited so as not to exceed ten (10) whole (undivided) VCS Blocks per billing month.
  3. The Company will bill the Customer for the Customer’s choice of purchased VCS Blocks or 100% of the Customer’s usage (“VCS 100% Option”) each billing month.
- C. If in any billing month, a Customer’s billed usage is less than the amount of kWh the Customer purchased through VCS Blocks, as described in Paragraph II.B, above, the Company will bill the Customer to match the Customer’s actual monthly billed usage.

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II. AVAILABILITY (Continued)

D. This Rider shall be available until the earlier of the following:

1. All VCS Blocks or the energy to support the VCS Blocks is subscribed fully; or
2. Twelve (12) months prior to the Closure Date.

E. If necessary, the Company will maintain a Rider VCS Subscription List (“Subscription List”) of eligible residential and non-residential Customers who desire to take Electric Service from the Company in accordance with this Rider on a first-come, first-served basis. If a participating Customer terminates service under this Rider in accordance with Paragraph VI, and a Subscription List is in place, the available VCS Blocks will be subscribed by eligible Customers on the Company’s Subscription List.

F. Net Electrical Output includes capacity, energy, ancillary services and Environmental Attributes (including but not limited to renewable energy credits) delivered from a specific new photo-voltaic solar facility. As used herein, “Environmental Attributes” shall mean other than the electric energy, ancillary services or capacity benefit produced by the renewable generation facility, an aspect, claim, characteristic, or benefit, howsoever entitled, associated with the generation of a quantity of electric energy by a renewable generation facility, other than the electric energy produced, and that is capable of being measured, verified or calculated. Environmental Attributes include Renewable Energy Certificates, but do not include federal, state, and local tax credits or other incentives. As used herein, “Renewable Energy Certificates” or “RECs” shall mean the certificates or other transferable indicia created under the applicable program associated with one (1) megawatt-hour (“MWh”) of electric energy generated by the applicable renewable generation facility. In accordance with Va. Code § 56-585.1:3 B 7, the Company shall retire the RECs and other Environmental Attributes associated with Rider VCS on behalf of the participating Customer.

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III. CHANGES TO CUSTOMER'S SUBSCRIPTION LEVEL

- A. In accordance with Paragraph II.B, above, the Customer shall purchase the Customer's choice of an applicable number of VCS Blocks or VCS 100% Option ("Subscription Level"). At any time but no more than once per calendar year while taking service under this Rider, the Customer may request to change the Subscription Level, subject to then-current availability.
- B. The Company will endeavor to make the Customer's requested change to the Subscription Level effective with the Customer's current billing month, if the date of the Customer's notice to the Company to change the number of VCS Blocks or to switch to the purchase of the VCS 100% Option is received more than fifteen (15) calendar days prior to the end of the Customer's current billing month. Otherwise, the Customer's requested change to the Subscription Level will become effective with the Customer's next billing month. However, if the Customer requests to increase the Subscription Level and the applicable of the incremental number of VCS Block(s) or the kWh to support the VCS 100% Option is not available, the Company will place the Customer's name at the end of the Subscription List until the requested number of incremental VCS Block(s) or the kWh to support the VCS 100% Option is available.
- C. Once available, the Company will endeavor to make the Customer's increased number of VCS Blocks or kWh to support the VCS 100% Option effective with the Customer's current billing month, if the availability date occurs at least fifteen (15) days prior to the end of the Customer's current billing month. Otherwise, the Customer's increased number of VCS Blocks or kWh to support the VCS 100% Option will become effective with the Customer's next billing month.
- D. A Customer's service under Rider VCS shall be deemed to be continuous notwithstanding a change in the Company-assigned electric service account number ("Account") or service location under which the Customer receives service, if notice of such change is provided to the Company prior to or within ninety (90) days following the change.

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IV. BILLING UNDER THE PRINCIPAL TARIFF

Billing and payment for each Customer Account taking service under this Rider shall continue to be in accordance with the applicable Principal Tariff. In addition, the Company shall bill the Customer's Account for the monthly charges and credits under this Rider, in accordance with Paragraph V, below, and pursuant to the Customer's selected purchase in Paragraph II.B, above, subject to the condition set forth in Paragraph II.C, above.

V. MONTHLY RATE

The VCS Net Rate equals 2.013¢ per kWh for the quantity of kWh included in the Customer's total number of VCS Blocks or the VCS 100% Option purchased, which shall be billed in addition to the Customer's total charges under the Customer's Principal Tariff. The VCS Net Rate shall be the sum of the VCS Charge and the VCS Adjustment, as defined below.

- A. The VCS Charge shall equal a charge of 6.416¢ per kWh. The VCS Charge shall be based on the Company's purchased power costs for the Net Electrical Output of the portfolio of community-based solar facilities supporting this Rider.
- B. The VCS Adjustment shall equal a credit of 4.403¢ per kWh. The VCS Adjustment shall be based upon the energy and capacity market value of power delivered to the electrical grid equal to the Net Electrical Output of the portfolio of community-based solar facilities supporting this Rider.

VI. TERM OF CONTRACT

The initial term of contract under this Rider shall be for not less than one (1) year. After the initial term, the Customer may terminate service under this Rider by giving the Company at least thirty (30) days' prior notice. After receiving the Customer's notice, the Company will terminate service to the Customer under this Rider effective with, or prior to, the Customer's next meter reading date which occurs no less than 30 days following the termination notice.