

COMMUNITY SOLAR PROGRAM SUBSCRIBER CONSENT FORM

Public Service Company of New Mexico is providing this Community Solar Program Subscriber Data Consent Form. Your name and signature below mean you are the Subscriber who agrees to the terms of the Consent Form. By signing this Consent Form, you agree to all of the following:

1. Subscription. You qualify as a “Subscriber” under the New Mexico Community Solar Act (the “Act”) as that term is defined in the Act and summarized in the list of terms below.

2. Renewable Energy Credits, Energy and Capacity. As part of your Subscription, all energy, capacity, and renewable energy credits produced or associated with your Subscription are owned by Public Service Company of New Mexico (“PNM”).

3. Information Sharing. During the term of your Subscription, PNM and the Subscriber Organization may share with each other your non-public personal information as necessary for the requirements of the Act, including calculation and application of the “Community Solar Bill Credits,” which is defined in the Act and summarized in the list of terms below. Non-public personal information includes: (i) your name, PNM account number, address, telephone number, email address, meter number, meter read dates, billing periods, utility invoice dates, base rate bill amount for energy used, other charges, including base rate and non-base rate adjustments, taxes, and invoice totals, (ii) your Community Solar Bill Credit amount; (iii) the total value of the Community Solar Bill Credits generated by the Community Solar Facility; (iv) your Subscription’s solar energy generation; (v) your Subscription’s share of generating capacity of the Community Solar Facility; (vi) information on your participation in other distributed generation serving your account; (vii) data collected from your meter(s); (viii) any change in your information listed in this paragraph. PNM will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number, to the Subscriber Organization.

4. Aggregated Information. You agree that your Subscription production information may be combined with other Subscribers’ information. You also agree that the combined information of the Community Solar Facility may be publicly disclosed to support regulatory oversight of the “Community Solar Program,” as that term is defined in the Act and summarized in the list of terms below. This includes annual reports related to specific Community Solar Facilities and reporting on complaints, resolution of those complaints, and Community Solar Bill Credits earned and paid. Combined information will not identify you or provide your specific account information, your specific energy usage data, or your specific Community Solar Bill Credits unless you provide written informed consent. Depending on the nature of the combined information, however, it may still be possible to infer the amount of production attributed to your Subscription.

The policies of PNM related to sharing combined information are in the attached **Exhibit 1** and are provided to the Subscriber along with this form.

5. Information Request from the New Mexico Public Regulation Commission. You agree that the Subscriber Organization and PNM are authorized to provide any information they have related to you or your participation in the Community Solar Program to the New Mexico Public Regulation Commission. This information is needed to allow proper regulatory oversight of PNM, the Subscriber Organization, and the Community Solar Program.

6. Disputes. You agree that the Community Solar Bill Credits applied to your account by PNM will be calculated and applied based only on the information provided by the Subscriber Organization. As a result, if you have any dispute with the Community Solar Bill Credits, you must bring those concerns or issues first to the Subscriber Organization and not PNM. PNM will work with the Subscriber Organization as necessary to address any dispute.

7. Liability Release. You release PNM from any and all claims, damages, or losses arising out of the Subscriber's Organization's use, misuse, or failure to maintain the confidentiality of your non-public personal information.

8. Tax Implications. PNM makes no representations concerning the tax consequences to you as a Subscriber with respect to Community Solar Bill Credits or your participation in the Community Solar Program.

9. Duration of Consent. Your agreement to the information sharing described in this Consent Form will apply for the duration of the agreement between the Subscriber Organization and PNM, or until you no longer have a Subscription with the Subscriber Organization and the Subscriber Organization notifies PNM of that.

10. Successor or Assigns. This Subscriber Consent Form shall apply to all successors or assigns of PNM and the Subscriber Organization without the need for your additional consent.

11. Contacts. If you have any concerns about this form or improper actions that may have occurred related to your customer information, you may reach out to the Subscriber Organization or, if that is unsuccessful, the New Mexico Public Regulation Commission's Consumer Relations Division at 1-888-427-5772, the New Mexico Attorney General's Office at 1-844-255-9210, or the Community Solar Program Administrator at 1-877-794-0109.

List of Terms

1. Community Solar Act. The law creating the Community Solar Program. *See* NMSA

1978, §§ 62-16B-1 to -8.

2. Community Solar Bill Credits. The credit value of the electricity generated by the Community Solar Facility and allocated to you, the Subscriber.
3. Community Solar Facility. A facility that generates electricity from solar panels and Subscribers receive a bill credit for a portion of that electricity.
4. Community Solar Program: New Mexico’s program that allows customers to subscribe to a solar facility and receive a bill credit for a portion of the electricity generated by that facility.
5. Subscriber: A retail customer of a New Mexico qualifying utility that owns a Subscription to a Community Solar Facility.
6. Subscription: A contract between a Subscriber and a Subscriber Organization to receive a share of a Community Solar Facility.
7. Subscriber Organization: An entity that owns or operates a Community Solar Facility.

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| <p>If Individual:</p> <p>_____</p> <p>Your Name</p> <p>_____</p> <p>Your Signature</p> <p>Date: _____</p> | <p>If Entity or Governmental Unit:</p> <p>_____</p> <p>Subscriber Name</p> <p>By: _____</p> <p>Title:</p> <p>_____</p> <p>Date: _____</p> |
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Please complete the following Subscriber Information

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| Name of Subscriber | |
| PNM Account Number of Subscriber | |
| Service Address of Subscriber | |
| Phone Number of Subscriber | |

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|--|--|
| Email of Subscriber | |
| Subscriber Organization Name | |
| | |
| Contact Name at Subscriber Organization (if available) | |
| Address of Subscriber Organization | |
| Telephone Number of Subscriber Organization | |