



NEW WAVE | Ride the Wave
Energy Corporation | to our Energy Future

Sample Community Solar Subscription Agreement - For Residential and Commercial Subscribers

COMMUNITY DISTRIBUTED GENERATION POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM

This document describes the key terms of your Agreement to purchase power/electricity from a community solar electricity generation system (the “Disclosure Form”) associated with New Wave Energy Corp.. Read this document carefully so that you fully understand the Agreement. Under the Agreement, you will not own the system or any part of the system. You will purchase energy generated by the system during the term of the Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your Agreement, the terms in this statement are controlling. This Disclosure Form is part of your Agreement (together, the “Agreement”).

<u>CUSTOMER INFORMATION</u>	<u>PROVIDER INFORMATION</u>
Name: Mailing Address Email Address: _	Name: New Wave Energy Corp.- Renewable Division Address: 410 Main Street Buffalo, NY 14202 Telephone Number: 716-887-9700 Email Address: support@nwaveenergy.com Form Prepared By: _____
<p style="text-align: center;"><u>ELECTRICITY PRICE</u></p> <input type="checkbox"/> Price per kWh of electricity generated (select your option): \$___ Your payment each month will be this price multiplied by the amount of energy generated by the percentage of the System assigned to you] OR <input type="checkbox"/> [Fixed Monthly PPA Payment: \$___] OR <input type="checkbox"/> [Your Monthly Payment is _____ {explain factors that determine payment}.] [Your first Monthly Payment is due on ____] OR [Your first Monthly Payment is due on the ____ day of the first calendar month after the System is connected.] [Your {Monthly Payment} OR {Price per kWh} will remain fixed for the term of your Agreement.] OR <input type="checkbox"/> [Your {Monthly Payment} or {Price per kWh} will increase each _____ {year or other period} by __%. The first increase will occur on _____ {date or milestone}.]	<p style="text-align: center;"><u>UP-FRONT PAYMENTS</u></p> Amount Due at Agreement Signing: \$__ Amount Due at _____ [provide date or describe milestone]: \$___ [Add additional lines as necessary to identify each payment] [This section can be deleted if no up-front payments exist.]
<p style="text-align: center;"><u>TERM</u></p> The initial term of your Agreement is _____ years [and _____ months]. Total number of Monthly Payments	<p style="text-align: center;"><u>OTHER CHARGES</u></p> List of other charges[include late payment fees, returned check fees, fees for using a specific payment mechanism, and all other charges or fees that may apply]
<p style="text-align: center;"><u>INCENTIVES, CREDITS, AND REBATES</u></p> List of any credits, incentives, or rebates: [List credits, incentives, or rebates that customer will receive or will sign over to provider, and indicate whether Provider or customer is responsible for applying for each credit, incentive, or rebate and whether Provider or customer will receive each credit, incentive, or rebate]	
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INSTALLATION

System Location: Approximate Interconnection Date:

SYSTEM SIZE AND GENERATION

Estimated Size of System in kilowatts DC (kWdc): kWdc

Portion of the System assigned to you: % **OR** kWdc

Estimated gross annual electricity production in kilowatt-hours (kWh) from your portion of the System in the first year of your Agreement: kWh

Estimated annual electricity production decrease due to System aging (degradation): %

Estimated total electricity produced by your portion of the System during the term of the agreement: kWh

Estimated System Lifetime: years

Your local utility will provide you with kWh bill credits for the energy generated by your portion of the System.

OR

Your local utility will provide you with bill credits based on the value of the energy for the energy generated by your portion of the System pursuant to the Value Stack defined in the utility tariff.

SAVINGS ESTIMATE [FOR SYSTEMS PRODUCING KWH CREDITS:

FOR SYSTEMS PRODUCING KWH CREDITS: The System is estimated to provide kWh to you in the first year of operation. Your local utility’s 3-year historical average for per kWh rates to customers like you is \$.

OR

FOR SYSTEMS PRODUCING VALUE STACK DOLLAR VALUE CREDITS: The System is estimated to provide kWh to you in the first year of operation. Based on the Value Stack defined in the utility tariff, the estimated value of each kWh is \$.

Therefore, in the first year of operation you may save \$ off your utility bill based on the System’s generation. After PPA and/or subscription payments are taken into account, your net savings may be \$. [OPTIONAL: Over __ years, you may have net savings of \$____ off your utility bill based on the PPA payments, the System’s generation, based on the expected annual electricity production decrease, and {an assumption that utility rates increase by __% each year} OR {an assumption that utility rates do not increase}.] Actual savings may vary based on changes in utility rates and system production. Savings are not guaranteed except to the extent described below.

PRODUCTION GUARANTEE

[This Agreement guarantees a minimum level of system performance, as detailed in the Agreement.] OR [This Agreement does not guarantee a minimum level of system performance or production of energy.]

SAVINGS GUARANTEE

[This Agreement guarantees that you will save at least a specified amount off of your utility bill each year, as detailed in the Agreement.] OR [This Agreement does not guarantee savings.]

EARLY CANCELLATION

If you cancel your Agreement early, you will be charged a fee of _\$0.00 _____

RIGHT TO CANCEL WITHOUT PENALTY

If you are a residential Customer, You have the right to terminate the Agreement without any penalty or obligation within three (3) business days of signing your sales Agreement by notifying Provider.

DATA SHARING AND PRIVACY POLICY

[If applicable: You agree to permit provider to request data from your local utility regarding your account and electricity usage.] [If applicable: A privacy policy is included with your Agreement explaining how information related to your service will be protected and under what circumstances it will be shared.] [This section can be deleted if not applicable.]

CUSTOMER RIGHTS

If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

ENVIRONMENTAL ATTRIBUTE CLAIMS

The New York Generation Attribute Tracking System (“NYGATS”) creates certificates representing ownership of the attributes associated with the generation of energy, including environmental, social, and other nonpower qualities and tracks ownership of those certificates. For renewable generation, such certificates are often described as “Renewable Energy Certificates” or “RECs.” Certificates created by the New York Generation Attribute Tracking System may be eligible for use to meet voluntary or mandatory goals or compliance obligations related to renewable energy or clean power programs. Certificates associated with the electricity produced by the System will be owned by [utility name or owner name] and will not be transferrable. Only [utility name or owner name] will be entitled to make claims or statements in regard to the nonpower attributes of the electricity generated by the System.

Signature of Customer:
 Printed Name:
 Date:

Signature of Customer:
 Printed Name:
 Title:
 Date:

