



## Monolith Solar Associates LLC Community Solar Subscription Agreement

This Community Solar Subscription Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Monolith Solar Associates LLC ("Provider") located at 16 Corporate Woods Boulevard, Suite 1, Albany, New York 12211 and the Subscriber(s) identified in the space below ("Subscriber"). In this Agreement, the additional terms "we," "our," and "us" refer to Provider and the terms "you" and "your" refer to Subscriber.

Subscriber Name(s): \_\_\_\_\_

Service Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Utility: \_\_\_\_\_ Account: \_\_\_\_\_

### 1. Community Solar Subscription.

A. **Solar Facility and Solar Credits.** Provider is generating or will generate electricity from the solar photovoltaic system (the "Solar Facility") identified in **Exhibit E** and is delivering or will deliver the electricity to your local electric utility (the "Utility"). In exchange, the Utility will issue monetary credits to your Utility account for the kilowatt hours generated by the Solar Facility ("Solar Credits").

We are offering to sell you a portion of the Solar Credits based on your Allocation (as defined in Section 2(A) below) of the kilowatt hours generated by the Solar Facility during the Utility's regular billing cycle (the "Period"). Solar Credits are a monetary value applied to your utility bill based on the Value Stack methodology established by the New York State Public Service Commission (For more information visit <http://mncommunitysolar.com/faq>). You are agreeing to

pay us the periodic fee set forth in this Agreement (the “Fee”) in exchange for receiving the Solar Credits on your Utility bill.

B. Your Utility Bill. You acknowledge that you are not buying the actual energy output of the Solar Facility. Rather, you are paying the Fee to us in exchange for receiving Solar Credits on your Utility bill. You remain fully responsible for paying the Utility bill and for complying with the Utility’s regulations.

C. Eligible Subscribers. The program is open to subscribers who have a Service Address in the same local utility service area as the Solar Facility and who meet our credit requirements. You confirm that as of the date of this Agreement you are not currently in arrears in payment of your Utility bills.

D. Subscriber Disclosure. For a summary of the terms contained in this Agreement, please see the Subscriber Disclosure Statement in Exhibit A.

## **2. Length of Agreement and Renewal.**

A. Term. This Agreement takes effect as of the date when it has been signed by both parties (the “Effective Date”). The Initial Term of this Agreement shall be one (1) year from the Effective Date. Unless this Agreement is terminated as provided in Section 2(B), this Agreement will automatically renew for an additional one (1) year Renewal Term and will continue to renew for one (1) year Renewal Term(s). The Initial Term and all Renewal Term(s) are collectively referred to in this Agreement as the “Term”

If Commercial Operation (defined below) occurs **after** the Effective Date, you will be placed on a waiting list. We will notify you in writing when the Solar Facility has achieved Commercial Operation and you will begin accruing Solar Credits in the then-current Period.

If Commercial Operation occurs **before** the Effective Date of the Agreement, you will begin accruing Solar Credits after the end of the next full Period.

“Commercial Operation” means that the Solar Facility is mechanically complete and is providing electricity to the interconnection point with the Utility.

### **B. Termination.**

1. Rescinding Agreement Without Penalty. You have the unrestricted right to rescind this Agreement without penalty or further obligation by calling the toll-free number provided in Article 8 within the (3) business days of receipt of the Agreement.

2. Termination for Convenience. Either party shall have the right to terminate this Agreement for its convenience at any time after the one (1) year anniversary of the Effective Date. The terminating party will give the other party at least sixty (60) days advance written notice of such termination for convenience. At the second full Period following a termination notice, you will stop accruing Solar Credits and we will stop billing you for the Fee. All payment

obligations incurred up to and including the final day of the termination notice period will be due and owing in accordance with the Agreement.

3. Termination of Development Activities. If Commercial Operation has not occurred within two (2) years of the Contract Effective Date, Provider will have the right to cease development of the Solar Facility, for any reason, in our sole discretion. If we notify you of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the parties to each other, provided that the parties shall not be released from any payment or other obligations due and owing under this Agreement prior to the delivery of the notice.

4. Termination for Default.

a. Provider Default. Provider shall be in default of this Agreement if the following (“Provider Events of Default”) shall occur: (i) Provider fails to perform any material obligation hereunder, such failure is material, such failure is not excused by Force Majeure or other provisions of the Agreement, and Provider fails to commence a cure of the default within a commercially reasonable period of time and diligently proceed with such cure until completion. Upon an Event of Default by Provider, you may pursue remedies available at law or in equity.

b. Subscriber Default. You shall be in default of this Agreement if any of the following (“Subscriber Events of Default”) shall occur: (i) you fail to make any payment due under the terms of this Agreement and fail to make such payment within thirty (30) days after receipt of notice thereof from Provider or (ii) you fail to perform any material obligation hereunder, such failure is material, such failure is not excused by Force Majeure or other provisions of the Agreement, and such failure is not cured within thirty (30) days, if the failure involves an obligation other than payment, after receipt of notice from Installer identifying the failure. Upon an Event of Default by you, in addition to remedies available at law or equity, you shall pay Provider the estimated Fee(s) which you would have paid to Provider for the remainder of the Term. Such payment shall be made by you within thirty (30) days of your receipt of notice from Provider of the estimated Fee due.

### **3. Subscription Fee, Taxes and Payment.**

A. Fees. You agree to pay the Fee associated with the Solar Credits which is calculated from per cent of the Solar Facility’s generation (your “Allocation”). The Fee will be 10% less than your Solar Credits for the Period. For example, if the Solar Credit is \$100 for a Period, the Fee would be \$90.

If unallocated kilowatt hours of the Solar Facility are available and Provider approves, you may increase your Allocation.

Your Allocation may not exceed 100% of your annual kilowatt hour usage.

If you notify us in writing that you wish to reduce your Allocation, the reduction will take effect after the end of the next full Period after we receive your notice.

If any Solar Credits associated with the Solar Facility are banked and unsubscribed, we will divide and distribute them proportionally among all subscribers to the Solar Facility annually on the anniversary of the Solar Facility's Commercial Operation Date provided you are eligible.

B. Monthly Invoices. You agree to pay us the Fee for each Period in arrears. We will invoice you monthly in writing by hand delivery, regular or electronic mail. Our monthly invoices will show (i) the number of kilowatt hours generated by the Solar Facility during the Period, (ii) the number of kilowatt hours and Solar Credits in your Allocation for the Period, and (iii) the Fee and any other charges incurred by you under this Agreement during the Period. You may make payment by automatic debit from checking or savings account (ACH) or by check payable to Monolith Solar Associates, LLC, unless we instruct you in writing to direct payment elsewhere. Payments by check will require a \$8.00 administration fee. Returned checks will require a \$35.00 returned check fee.

C. Taxes. You agree to either pay or reimburse us for any and all taxes assessed on the generation, sale, delivery or consumption of electricity produced by the Solar Facility or the interconnection of the Solar Facility to the Utility's electric distribution system ("Taxes"). You will not be required to pay or reimburse us for any taxes during periods when the Solar Facility fails to generate electricity and deliver corresponding Solar Credits to you for reasons other than Force Majeure or as a result of your acts or omissions. For purposes of this Section, Taxes means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges. "Taxes" does not include any income or similar taxes imposed on our revenues earned from the sale of Solar Credits under this Agreement, which will be our responsibility.

D. New Subscriber Discount. If you remain in compliance with this Agreement, we will not charge you Fees for the month of January immediately following the first full calendar year of this Agreement. For example, if the Effective Date of your Agreement is November 1, 2018 and you comply fully with the Agreement at all times, we will not charge you Fees for the Period of January 2020. This discount is only available one time per Utility account.

E. Tax Credits, Environmental Attributes, and Environmental Incentives. Your payment of the Fee does not entitle you to environmental attributes, incentives, or tax credits or any other attributes of ownership and operation of the System ("Environmental Incentives") except for the Solar Credits you receive from the Utility as described in Article 1. We will own and receive the benefit of any and all Environmental Incentives associated with the Solar Facility. You agree to cooperate with us in obtaining, securing and transferring to us all Environmental Incentives. Environmental Incentives include any and all renewable energy credits, benefits, offsets, and allowances and any and all rebates, credits, subsidies, and payments provided by a governmental authority, such as the New York State Energy and Research Development Authority.

F. Payment Terms. You agree to pay all amounts due under this Agreement within thirty (30) days from the date you receive our invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum interest rate allowable by law.

E. Utility Rate Forecast. For an estimate of savings based on forecasted utility rates, please see **Exhibit B**.

#### **4. Data Sharing and Privacy Policy.**

A. In order for us to sell the Solar Credits to you, you and/or the Utility must provide us your electrical consumption history and other information, including, but not limited to, the following:

1. Your service address;
2. Your electric Utility account number;
3. Sales tax district used by the distribution Utility and whether the Utility identifies you as tax exempt;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric load profile reference category or code, if not based on service class, whether your account is settled with the NYISO utilizing an actual 'hourly' or a 'class shape' methodology, or Installed Capacity (ICAP) tag, which indicates your peak electricity demand;
6. Your number of meters and meter numbers;
7. Whether you receive any special delivery or commodity "first through the meter" incentives, or incentives from the New York Power Authority;
8. Your Standard Industrial Classification (SIC) code (if applicable);
9. Your usage type (e.g., kWh), reporting period, and type of consumption (actual, estimated, or billed);
10. Whether your commodity service is currently provided by the utility;
11. Twelve (12) months, or the life of the account, whichever is less, of your data and, upon separate request by us, an additional twelve (12) months, or the life of the account, whichever is less, of your data, and, where applicable, demand information; if you have more than one meter associated with an account, the utility shall provide the applicable information, if available, for each meter; and

12. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs), and if requested in detail, an acceptable alternative format.

B. Privacy Policy. We have privacy and security policies and processes in effect that are designed to keep your data confidential and secure. A summary of those policies and processes is attached as **Exhibit C**.

C. Authorization to Release Utility Data. A form for authorizing us to receive your utility consumption and other data listed in Section 4(A) above is attached as **Exhibit D**.

## **5. Guarantees.**

This Agreement does not contain any guarantees of: (a) a minimum level of performance or production of energy or (b) savings.

## **6. Additional Terms and Conditions of Subscription.**

A. Service Contract. This Agreement is a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. You agree that you will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of solar electricity credits from the Solar Facility.

B. Forward Contract. The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

C. Permits and Approvals. With your reasonable cooperation, we will use commercially reasonable efforts to obtain, at our sole cost and expense any zoning, land use and building permits required to construct, install and operate the Solar Facility, and any agreements and approvals from the local electric utility necessary in order to interconnect the Solar Facility to the Utility’s electric distribution system. You agree to provide reasonable assistance to us in obtaining such agreements, permits and approvals.

D. Location of Panels & Solar Facility Size. The Solar Facility is further described in **Exhibits A and E**, which may be updated from time to time prior to Commercial Operation.

E. Service Disruptions. You will receive electronic or written notice of any disruption to service or loss of production at the Solar Facility lasting longer than two (2) weeks, which will include an estimated time of restoration.

F. Standard System Repair and Maintenance. During the Term, we or our agents, contractors, or assigns, will own, operate, and perform all routine and emergency repairs to, and maintenance of, the Solar Facility at our sole cost and expense. You will not have access to the Solar Facility.

G. Limitation of Liability; Warranty Disclaimer.

1. To the maximum extent permitted by law, Monolith Solar's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the Agreement or from the performance or breach thereof shall in no case exceed the amount you have paid to us under this Agreement.
2. To the maximum extent permitted by law, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either party, their employees and contractors be liable for special, incidental, exemplary or consequential damages, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, or downtime costs.
3. PROVIDER IS NOT THE MANUFACTURER OF THE EQUIPMENT OR THE UTILITY. PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE PROJECT, THE ACTS, THE TAX CREDITS, THE INCENTIVES, THE PROGRAM AND/OR THE UTILITY CREDIT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SUBSCRIBER UNDERSTANDS AND AGREES THAT NO WARRANTY IS TO BE IMPLIED WITH RESPECT TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR THE PROJECT FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO REPRESENTATION OR WARRANTY AS TO ANY OF THE TAX CREDITS, THE INCENTIVES, THE PROGRAM OR THE UTILITY CREDITS, SUBSCRIBER'S QUALIFICATION FOR OR UNDER THE UTILITY CREDITS, OR THE OVERALL EFFICIENCY OR OPERATION OF THE PROJECT. PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING SUBSCRIBER'S TAX OR ACCOUNTING TREATMENT UNDER THIS AGREEMENT.

H. Goodwill and Publicity. You agree that you will not use any name, trade name, service mark or trademark of ours in any promotional or advertising material without our prior written consent. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, you will submit to us for approval any press releases regarding your use of solar or renewable energy and will not submit for publication any such releases without our prior written approval, not to be unreasonably withheld. We may publish any publicity materials, press releases or other public statements regarding this Agreement and the Solar Facility. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party.

**8. Dispute Resolution.**

Either Party may contact the New York Public Service Commission (“PSC”) at any time regarding any disputes relating to this Agreement. A complaint or question may be filed with the PSC by telephone, letter, electronically, or in person at the PSC’s offices in New York City, Albany or Buffalo.

If either to party this Agreement provides the other party written notice of a dispute that has arisen relating to this Agreement, then the parties agree to negotiate in good faith and attempt to resolve such dispute within 30 days after the date such notice is delivered. If the dispute remains unresolved thirty (30) days after the written notice is delivered, the parties may mutually agree to arbitration in Albany County, New York. Such arbitration shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect on the date that a Party gives notice of its demand for arbitration, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs. If the parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

<p>QUESTIONS ABOUT BILLINGS OR OTHER INQUIRIES? <b>CALL (518-444-2044 LOCAL OR 1-855-MONOSUN TOLL FREE)</b> OUR SUBSCRIBER SERVICE CENTER IS OPEN MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS (8 AM – 5PM)</p>
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**9. Your Rights Under the New York Home Energy Fair Practices Act (HEFPA).**

You are hereby notified that as a residential Subscriber you may have certain rights under the New York Home Energy Fair Practices Act (HEFPA).

**10. Representations and Warranties.**

A. Each party represents and warrants, as applicable, to the other party that such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors’ rights generally).

B. Each party further warrants, as applicable, to the other party that such party has obtained or shall obtain all licenses, authorizations, consents and approvals required by any governmental

authority or other third party and necessary for such party to own its assets, carry on its business and to execute and deliver this Agreement and such party is in compliance with all laws that relate to this Agreement in all material respects.

## **11. Force Majeure.**

A. **Force Majeure Event.** If either party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that party will be excused from performing such obligations for the duration of the time that such party remains affected by the Force Majeure Event; provided, that such party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The party affected by the Force Majeure Event shall notify the other party as soon as reasonably practical after the affected party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the Solar Facility to deliver electricity, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.

B. **Extended Force Majeure.** If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred eighty (180) days or more within a twelve (12) month period, then either Party may terminate this Agreement without either Party having further liability under this Agreement except liabilities accrued prior to termination. Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the Solar Facility or other actions by Company and, prior to expiration of the initial one hundred eighty (180)-day period, Company provides written evidence to you that it is diligently pursuing such actions, then you will not have the right to terminate this Agreement so long as we continue to diligently pursue such actions.

C. **“Force Majeure Event”** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Company, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Company’s reasonable control or due to a Force Majeure Event.

D. **Extension of Time.** If we are delayed in achieving the Commercial Operation Date due to a Force Majeure Event, the time for achievement of Commercial Operation Date (if any), will be automatically extended to account for the impact of the delay.

## **12. Transfer; Assignment.**

A. **By Subscriber:**

If you move to a Service Address within the same Utility service area and load zone, you may sign a transfer agreement maintaining all of your rights and obligations under this Agreement. Such transfer will result in a continuation of the previous Term for purposes of the New Subscriber Discount. The utility account associated with the new Service Address will begin accruing Solar Credits after the first full Period following the date of your transfer agreement. Except as provided above, you may not assign, gift, bequeath or otherwise transfer any of your rights or obligations under this Agreement to any other individual or entity for any purpose, including without limitation as security for any debt or obligation. Any attempted assignment in violation of this paragraph shall be null and void.

**B. By Company:**

We may assign, sell or transfer the Solar Facility and this Agreement, or any part of this Agreement or the exhibits, without your consent. Such an assignment will not change our obligations or your rights and obligations under this Agreement.

**C. Moving or Selling Home:**

If You move or sell your property located at the Service Address and you do not move to or have another Service Address within the same utility service area, then you must provide written notice of termination as required in Section 2(B) of this Agreement.

**13. Notices.**

All notices and other communications to a party under this Agreement must be in writing, delivered to the mailing address for such party stated above, and will be deemed delivered upon the earlier of: (a) three (3) business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, (b) the following business day after being delivered by a commercial overnight courier service, or (c) if sent via regular mail, on the date of actual delivery.

**14. Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, and all other communications between the parties. Except as otherwise provided herein, this Agreement shall not be amended, assigned or terminated except by an instrument in writing signed by each party.

**15. Governing Law/Jurisdiction/Venue.**

This Agreement shall be interpreted and construed according to the laws of the State of New York, without regard to the principles of conflicts of laws thereof. The Parties acknowledge and agree that a court of competent jurisdiction located in Albany County, New York shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**MONOLITH SOLAR ASSOCIATES LLC**

**SUBSCRIBER(S):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

**COMMUNITY DG SUBSCRIPTION  
DISCLOSURE FORM**

Exhibit B

**Solar Facility kWh Generation Forecast and Potential Savings:**

The forecasted annual generation in kWh of the Solar Facility and the projected savings associated with your Allocation.\*

Year	Solar Facility Predicted Annual Generation (in kWh)	Estimated Utility Credit per kWh	Your Estimated Annual savings
201Z+1			
201Z+2			
201Z+3			

\* Assumes 3% annual increase in utility rates per year and a 1% annual degradation of the Solar Facility's generating capacity

Exhibit C  
**Monolith Solar Associates LLC Data Privacy**

Monolith Solar has the following security policies:

1. Security Awareness Policy. This policy outlines how the company will periodically update and train staff on security.
2. Computer and Internet Usage Policy. This addresses employee Acceptable Use provisions.
3. Remote Access Policy. This policy addresses hardware and software used to connect to the company network remotely via VPN.
4. Firewall Policy.
5. Patch Management Policy.
6. IT Access Control Policy. This policy deals with how employees are granted access to resources (shared directories, applications, etc.), how access is maintained and revoked.
7. Physical Security Policy. This policy addresses security in the physical environment (doors, sensitive paperwork, etc.),
8. Incident Response Plan. This policy addresses what to do when the company has experienced a security breach.

Exhibit D  
**Subscriber Authorization Form for Release of Utility Data**

I, \_\_\_\_\_, having account # \_\_\_\_\_, hereby grant unlimited authority to **Monolith Solar Associates LLC** to act as my Agent with regards to actions and correspondence related to the Utility. I further authorize you to release to **Monolith Solar Associates LLC** any account information requested as well as act as an agent for my satellite accounts. **Monolith Solar Associates LLC** is granted full power to act on my behalf in the same manner as if I were personally present.

In order for Monolith Solar to sell the Solar Credits to you, you and/or the Utility must provide us your electrical consumption history and other information, including, but not limited to, the following:

1. Your service address;
2. Your electric Utility account number;
3. Sales tax district used by the distribution Utility and whether the Utility identifies you as tax exempt;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric load profile reference category or code, if not based on service class, whether your account is settled with the NYISO utilizing an actual 'hourly' or a 'class shape' methodology, or Installed Capacity (ICAP) tag, which indicates your peak electricity demand;
6. Your number of meters and meter numbers;
7. Whether you receive any special delivery or commodity "first through the meter" incentives, or incentives from the New York Power Authority;
8. Your Standard Industrial Classification (SIC) code (if applicable);
9. Your usage type (e.g., kWh), reporting period, and type of consumption (actual, estimated, or billed);
10. Whether your commodity service is currently provided by the utility;
11. Twelve (12) months, or the life of the account, whichever is less, of your data and, upon separate request by us, an additional twelve (12) months, or the life of the account, whichever is less, of your data, and, where applicable, demand information; if you have more than one meter associated with an account, the utility shall provide the applicable information, if available, for each meter; and
12. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs), and if requested in detail, an acceptable alternative format.

All information obtained will be kept private and confidential and used by Monolith Solar only for utility and billing purposes.

Monolith Solar has privacy and security policies and processes that are designed to keep your data confidential and secure.

This authorization will be valid for the Term of the Agreement.

Exhibit E  
**Solar Facility Information**

**System Location:** \_\_\_\_\_

**System Size:** \_\_\_\_\_