



DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

**FILL OUT AND SUBMIT THIS FORM, ADDING LINES AND
ADDITIONAL NAME AND ADDRESS BLOCKS AS NEEDED,
AND FILE IN PDF FORM IN MATTER 17-02273, IN THE MATTER OF
REGISTRATION FOR DER SUPPLIERS³**

1. Business Information

Business Name: Renovus Energy, Inc.

Address: 1520 Trumansburg Rd.

City: Ithaca

State: New York Zip: 14850

Telephone: 607-277-1777

Fax: 607-277-1277

¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."

² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."

³ Instructions on registering and filing are available at <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70BABE01585257687006F3A57?OpenDocument>.

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here:

Type of Provider:

CDG Provider

Mass Market On-Site DG Provider

Both

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more in the registrant:

Business Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate ownership interest of 10 percent, or any energy affiliates listed above?

Yes

No

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions: N/A

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority: N/A

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities: N/A

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months: N/A

List and described of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances: N/A

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: Josh Kunkel, Vp of Business Development and Origination

Address: 1520 Trumansburg Rd.

City: Ithaca State: NY Zip: 14850

Telephone: 607-319-1472 Fax: 607-277-1277

Email Address: jkunkel@renovussolar.com

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: Kate Millar, VP of Project Development

Address: 1520 Trumansburg Rd.

City: Ithaca State: NY Zip: 14850

Telephone: 607-214-0612 Fax: 607-277-1277

Email Address: policy@renovussolar.com

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: Ryan McCune, Head of Marketing

Address: 1520 Trumansburg Rd.

City: Ithaca State: NY Zip: 14850

Telephone: 607-277-1777 Fax: 607-277-1277

Email Address: marketing@renovussolar.com


3. **Additional Requirements**

(Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contracts and sub-contractors, that market on behalf of your company;
- [NYS DPS Office of Consumer Services Service Provider Form.](#)

4. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature: 

Print Name: Tiffany Walker

Title: Human Resource Manager

Date: 06/29/2018

Company Name: Renovus Energy, Inc.



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 06/29/2018

Company Name Renovus Energy, Inc. d/b/a Renovus Solar

Service Type (Check all that apply): Gas Elec ESCO Cable TV
Water ILEC CLEC Toll Only Other Solar Provider

President Joe Sliker, CEO
Mailing Address 1520 Trumansburg Road
Ithaca, NY 14850
Email Address info@renovussolar.com
Phone Number 607-277-1777 Fax Number 607-277-1277

Vice President / Director of Customer Service Josh Kunkel, VP of Business Development & Origination
Mailing Address 1520 Trumansburg Road
Ithaca, NY 14850
Email Address jkunkel@renovussolar.com
Phone Number 607-319-1472 Fax Number 607-277-1277

Primary Regulatory Complaint Manager Kate Millar, VP of Project Development
Mailing Address 1520 Trumansburg Road
Ithaca, NY 14850
Email Address policy@renovussolar.com
Phone Number 607-214-0612 Fax Number 607-277-1277

Secondary Regulatory Complaint Manager Tiffany Walker, HR Manager
Mailing Address 1520 Trumansburg Road
Ithaca, NY 14850
Email Address hr@renovussolar.com
Phone Number 607-882-1424 Fax Number 607-277-1277

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: policy@renovussolar.com Fax: 607-277-1277

Certificate of Authority

Identification number

20-0254148

(Use this number on all returns and correspondence)



VALIDATED

10/13/2015

**Dept of Tax
and Finance**

RENOVUS ENERGY, INC.
1520 TRUMANSBURG RD
ITHACA NY 14850-9535

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

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DTF-17-A-R (11/14)

FILING RECEIPT

=====
ENTITY NAME : RENOVUS ENERGY, INC.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE
=====

FILER:

FILED: 09/10/2015
CASH#: 357592
FILM#: 20150910056

HARRIS BEACH PLLC
99 GARNSEY ROAD

PITTSFORD NY 14534

PRINCIPAL LOCATION

1520 TRUMANSBURG ROAD

ITHACA
NY 14850



COMMENT:

ASSUMED NAME

RENOVUS SOLAR

=====
SERVICE COMPANY : LIBERTY CORPORATE SERVICES, INC.

CODE: AL
BOX : 76

FEES 85.00

FILING : 25.00
COUNTY : 25.00
COPIES : 10.00
MISC : .00
HANDLE : 25.00

PAYMENTS: 85.00

CASH :
CHECK :
C CARD : 85.00

REFUND :

COMMUNITY DG PURCHASE DISCLOSURE FORM

This document describes the key terms of your contract to purchase a portion of a community solar generation system (the System). Read this document carefully so that you fully understand the contract. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling.

<p style="text-align: center;"><u>CUSTOMER INFORMATION</u></p> <p>Name: [REDACTED]</p> <p>Installation Address: [REDACTED]</p> <p>Mailing Address: [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Utility: [REDACTED]</p>	<p style="text-align: center;"><u>PROVIDER INFORMATION</u></p> <p>Name: Renovus Solar</p> <p>Address: 1520 Trumansburg Rd, Ithaca, NY 14850</p> <p>Telephone Number: (607) 379-9492, (607)277-1777</p> <p>Email Address: kliblick@renovusenergy.com</p> <p>Form Prepared By: Keith Liblick Sales</p>
<p style="text-align: center;"><u>COST OF SYSTEM</u></p> <p>Total Purchase Price: \$ [REDACTED]</p> <p>List of any credits, incentives, or rebates included in the above purchase price:</p> <ul style="list-style-type: none">• \$ [REDACTED] Federal tax credit (customer applies for)• \$ [REDACTED] NY State income tax credit (customer applies for)	<p style="text-align: center;"><u>SCHEDULE OF PAYMENTS</u></p> <p>Amount Due at Contract Signing: \$ [REDACTED]</p> <p>Amount Due at 30 Days: \$ [REDACTED]</p> <p>Annual O&M fee: \$ 180 per year</p>
<p style="text-align: center;"><u>INSTALLATION</u></p> <p>Approximate Interconnection Date: 8/30/2018</p>	

SYSTEM SIZE AND GENERATION

Estimated Size of System in kilowatts DC (kWdc): 200 kWdc

Portion of the System you are purchasing: 13.94 kWdc

Estimated gross annual electricity production in kilowatt-hours (kWh) from your portion of the System in the first year of operation: 17,216 kWh

Estimated annual electricity production decrease due to system aging (degradation): 0.5%

Estimated System Lifetime: 25 years

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.

MAINTENANCE AND REPAIRS

This contract includes System Maintenance, the upkeep and services required or recommended to keep the System operating as intended, for 25 years.

This contract includes System Repairs, actions needed to fix malfunctions, for 25 years.

The System Warranty is included with this contract.

SAVINGS ESTIMATE

System is estimated to provide 17,216 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 \$ [REDACTED]

Therefore, in the first year of operation you may save \$ [REDACTED] off your utility bill based on the System's generation.

Over 25 years, you may save \$ [REDACTED] off your utility bill based on the System's generation, based on the expected annual electricity production decrease, and {an assumption that utility rates increase by 3% each year

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 contract guarantees a minimum level of system performance, as detailed in the contract.

SAVINGS GUARANTEE

This contract does not guarantee savings.

RIGHT TO CANCEL WITHOUT PENALTY

You have the right to terminate the contract without penalty within three business days by notifying Provider. accounting@renovussolar.com, (800) 693-3525, (607) 277-1777

DATA SHARING AND PRIVACY POLICY

You agree to permit provider to request data from your local utility regarding your account and electricity usage.

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 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 NYSEG and will not be transferrable. Only NYSEG will be entitled to make claims or statements in regard to the nonpower attributes of the electricity generated by the System.

Signature of Provider Representative Keith Liblick:

Date:



June 27, 2018

Signature of Customer:

Date:



Keith Liblick
 Sales
 (607) 277-1777 Office
 [Redacted] Cell
 kliblick@renovusenergy.com



1520 Trumansburg Rd. Ithaca, NY

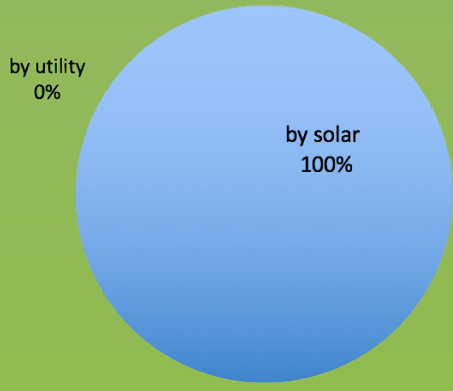
June 28, 2018

1 A Solar Solution for [Redacted]

- Solar Panels, 13.94 kW
- 25 Years on a Renovus Community Solar Farm
- Community distributed generation metering
- Perfect Site, perfect solar access



3 Annual solar production



4 Every Renovus installation is worry free

- 25-year Linear Power Production Guarantee
- 24/7 Web monitoring of system performance (not just a report)
- Operation, maintenance, and full insurance replacement for the life of the system
- Take your solar credits with you if you move anywhere in local utility territory
- Can sell, will, or donate system at any time

renOVUS

S O L A R

5 Choose a way to save

Choice A: Monthly payments*

\$ [redacted]
per month

* Estimated monthly payment based on \$ [redacted] down payment, [redacted] % interest, and [redacted] year term.

-or-

Choice B: Pay the purchase price

\$ [redacted] (Incl. \$ [redacted] tax)

\$ [redacted] Cost of system before tax credits

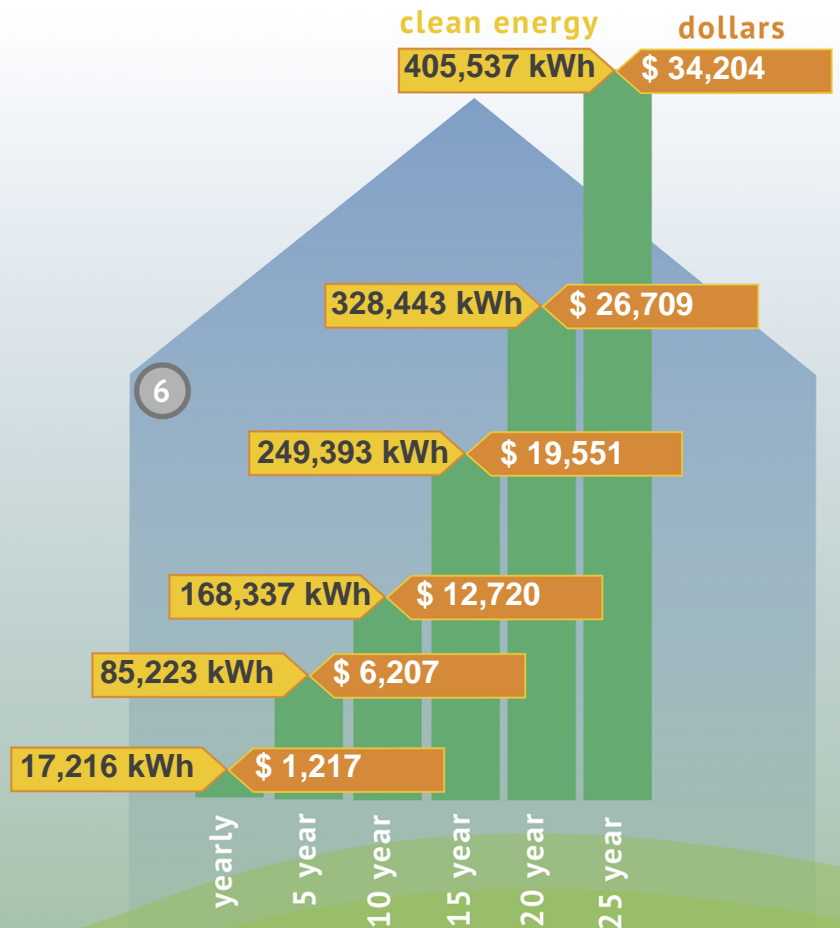
\$ [redacted] Federal tax credit
(30% credit on gross installed system cost after NYSERDA grant, see Form 5695)

\$ [redacted] NY State tax credit
(25% credit on gross installed residential system cost after NYSERDA grant, capped at \$5,000 maximum credit, see form IT-255)

\$ [redacted]
your cost after incentives

* Please consult your tax professional on all tax credits and state incentives to understand your eligibility. Tax credits are not guaranteed.

WHAT YOU MAKE



6

* Solar farm projects are subject to a \$180 annual solar farm fee. This covers ongoing utility reporting, operations + maintenance, and insurance

7

I have read the attached terms and conditions, and authorize this project

[redacted signature line]

Date _____



Renovus Community Solar Sale Agreement

1. **Introduction.**

This Renovus Community Solar Sale Agreement (this "Agreement") is the agreement between you (also referred to as "your" or "Customer") and Renovus Energy, Inc. together with its successors and assigns, "the Company" or "we" or "us" or "our") for your purchase of the Selected Solar Panels as described below, and the subsequent sale to your local utility of the Solar Output generated from those panels in return for credit on your utility bill ("Bill Credits"). The terms and conditions applicable to this transaction are described below in this Renovus Community Solar Sales Agreement. Your rights and obligations under this Agreement may also be affected by the terms and provisions of the Program, which is described in Section 6 below.

In connection with your purchase of the Selected Solar Panels under this Agreement, you will also have the right to apply for federal tax credits associated with such purchase under Section 25D of the Internal Revenue Code, subject to applicable federal tax rules.

This Renovus Community Solar Sale Agreement, with the Effective Date listed above, is a legally binding agreement with disclosures required by law, so please read everything carefully. If you have any questions regarding this Renovus Community Solar Sale Agreement, please ask your Renovus Sales Consultant.

2. **Solar Purchase.**

As detailed in Section 6 below, Renovus Energy, Inc. (the Project Sponsor) currently offers the Renovus Community Solar program whereby customers can sell generated electricity to the Utility.

You are purchasing specific solar photovoltaic panels (the "Selected Solar Panels") located in our Community Solar Array listed above (the "Array"). The nameplate capacity, serial number and other identifying information for each of the Selected Solar Panels is detailed in Appendix A below. You acknowledge that it is your intent for this purchase to qualify as the acquisition of a 25D facility as that term is defined in the Program, and that the interest you are purchasing is in the Selected Solar Panels, and not in the Array in general. The term of the program is 25 years. The term begins on the effective date (Interconnection Date).

The actual generated electricity produced by the Selected Solar Panels is referred to herein as the "Solar Output". For as long as this Agreement remains in effect and the Selected Solar Panels continue to be located in the Array, we will assist in selling your Solar Output to the Utility, and will provide the services described under this Agreement. Your rights to locate the Selected Solar Panels within the Array end upon the termination of this Agreement, as do our obligations in regard to such Selected Solar Panels. The Term and Termination of this Agreement are discussed in more detail in Sections 13 and 14 below.

3. **Purchase Criteria.**

To purchase the Selected Solar Panels under this Agreement, you must verify that the following are true:

- (a) that you are an individual taxpayer or business; and
- (b) that the generated electricity from your purchase will be used in respect to your residence or commercial location.

4. **Purchase Price.**

The Purchase Price for your Selected Solar Panels is \$ 29,134. This amount is payable as set forth below:

- (a) *Timing of Payment.* You agree to pay the entire Purchase Price within 30 days of contract signing.
- (b) *Deposit.* \$1,000 deposit is due at contract signing.
- (c) *Ownership of Selected Solar Panels.* Upon your payment of the purchase price to us in full, the Selected Solar Panels will become your separate personal property subject to the terms and conditions of this agreement. You agree and we acknowledge that no portion of the Selected Solar Panels will be considered to be affixed to, or a part of, the Array or the real property on which the Array is located.
- (e) *Ownership of Purchased-Panel Tax Attributes.* Your purchase of the Selected Solar Panels includes the right to apply for federal tax credits associated with such purchase under Section 25D of the Internal Revenue Code, subject to applicable federal tax rules. Your right under this Section 4(e) is referred to herein as the "Purchased-Panel Tax Attributes".
- (g) *Transfer of Selected Solar Panels.* You may sell, donate or make any other arrangement to transfer ownership of all of your Selected Solar Panels (the "Transfer") to any person or entity (the "Recipient"). You agree that we will not be bound to acknowledge any such Transfer until you provide us with notice of such Transfer (such as a fully executed bill of sale), and that upon the receipt of such notice this Agreement will terminate with no further obligation of either Party hereto (except as to such terms as expressly survive the termination of this Agreement). We agree that if the Recipient meets the same customer requirements as set forth in Sections 12(a)(i) and (a)(ii) of this Agreement, we will offer an agreement to the Recipient whereby the Recipient will be allowed to co-locate the Selected Solar Panels within the Array and to receive Energy Agency Services from us.

5. **Co-Location and Removal of Selected Solar Panels.**

- (a) *Co-Location.* As used in this Agreement, the term "Co-Locate" means our connection of your Selected Solar Panels to the Array. Following your purchase of the Selected Solar Panels, you will have the right to have us Co-Locate the Selected Solar Panels at the Array, at the location(s) we designate, until the end of the Term subject to the terms and conditions of this Agreement. In this regard, in consideration of our agreement to Co-Locate your Selected Solar Panels, you agree to accept the Array in its as-is condition, and without the need for any modifications or improvements. Likewise, you acknowledge and agree that you shall have no right to change, modify or add equipment to the Array. You may, however, subject to the terms and conditions of Section 5(b) hereof, make arrangement for the removal of your Selected Solar Panels from the Array.
- (b) *Removal.* Upon your request we will remove the Selected Solar Panels from the Array, provided that you give us at least thirty (30) days prior written notice of the requested removal. In such case, we will deliver the Selected Solar Panels to you at the Array on the date of removal or we will deliver the Selected Solar Panels to you at another mutually agreeable location, in each case in their as-in condition as of the date of removal. In connection with any request to remove made by you for removal of the Selected Solar Panels, you agree to pay the reasonable costs of the removal and delivery of the Selected Solar Panels as determined by us in our sole discretion including but not limited to any required modifications to the Array to accommodate such removal, in advance of our performing any such work. You agree that from the date the Selected Solar Panels are removed from the Array and delivered to you, our responsibilities in regard to such panels shall end, and you will be responsible for determining the fitness of such panels for the uses for which they are employed. For all panels that are removed from the array at your request, you agree that any disposal of the panels will be done by you in accordance with all applicable laws and regulations, and that you will indemnify us and the manufacturer(s) of such panels against any failure to do so.
- (c) *Liens and Encumbrances.* At all times during this Agreement, you will ensure that you will not directly or indirectly place a lien, security interest or other encumbrance against the Selected Solar Panels, the Array, any electrical energy produced from the Array, or any Environmental Attributes or Tax Attributes associated with the Selected Solar Panels, the Array or any other property relating to the Array.
- (d) *Loss and Insurance.* We will make reasonable efforts to secure the Site, but shall have no obligation to police the Site or to prevent damage or loss to the Selected Solar Panels or to the Array. At all times during the Co-Location of the Selected Solar Panels, we will keep a replacement-value property insurance policy in place with regard to the Array and

the Selected Solar Panels to insure against covered perils in accordance with the terms and conditions of such policy. We shall be entitled to reimbursement from the O&M Fund (defined below) of all costs of insurance. We will determine the acceptability of such policy in our sole discretion. In the event you elect to remove the Selected Solar Panels under Section 5(b) above, our responsibility to insure the Selected Solar Panels shall end upon the delivery of such panels to you, and you shall bear all risk of loss from the date of delivery.

6. **The Program.**

(a) *Description of Program.* The Program, as such term is used in this Agreement, is the power purchase agreement, tariff and/or other agreement(s) under which we may sell your Solar Output and/or the Environmental Attributes, together with all other agreements, laws and regulations defining your ability to participate in the Program and the Utility's ability to purchase your Solar Output and to post Bill Credits to your Utility account. You acknowledge and agree that your qualification for Bill Credits under this Agreement is subject to the requirements of the Utility and the Program.

(b) *Program Requirements.* To participate in the Program and to be eligible for the posting of Bill Credits by the Utility to your Utility account based upon their purchase of your Solar Output, you must (i) be and remain a customer of the Utility for electric service, (ii) assist in designating your Utility account to which the Utility can post Bill Credits (which shall be at the Utility Service Location shown above unless changed pursuant to Section 9 below), and (iii) be and remain in compliance with all requirements of this Agreement, the Program and the Utility throughout the Agreement Term. In addition, your ability to participate in the Program is subject to certain limitations as described in Section 6(c) below.

(c) *Maximum Capacity.* The electric generating capacity of your Selected Solar Panels cannot exceed the limitations set forth in 66 J of the public service law, Case number 15-E-0082, which limitations Purchaser acknowledges are derived from terms and conditions of the Program. In this regard, you agree that we are not obligated to request, and the Utility is not obligated to make, any Bill Credits or other payments in respect to your Solar Output to the extent that the electric generating capacity of your Selected Solar Panels exceeds the limitations in effect under the Program from time to time, and that this Agreement will be deemed automatically amended to reflect any revisions to such limitations or other terms of the Program. In such event, we will provide you with a description of such changes within the thirty (30) day period following any such change.

7. **Energy Agency Services.**

This Section describes the sale of your Solar Output and the authorizations you hereby grant to us to assist you with these sales. The services we provide under this Section 7 are referred to herein as the "Energy Agency Services".

(a) *Sale of Solar Output.* We agree to be, and you hereby appoint us as, your exclusive agent with full power and authority to deliver, assign, transfer, and sell all of your Solar Output to the Utility and/or third parties pursuant to the terms of the Program or other applicable agreement(s), and to apply for Bill Credits on your behalf. You agree that each sale we make of your Solar Output shall transfer all rights and interest in such Solar Output to the purchaser(s) thereof. For the purpose of this Agreement, you will be considered to own your Solar Output until the time that the credit from the sale thereof appears upon the utility bill for the Utility Service Location. You acknowledge and agree that our sole obligation regarding Bill Credits is to request and use commercially reasonable efforts to document and apply for such Bill Credits.

(b) *Excluded Items.* Under this Agreement you do not receive the right to any other Tax Attributes, or any Environmental Incentives or any Other Incentives (collectively, the "Excluded Items"), whether by means of the purchase of the Selected Solar Panels or otherwise, and thus we do not sell these items on your behalf. Accordingly, you hereby waive and relinquish right, claim and interest in the Excluded Items, and agree to execute each additional document needed by us to evidence, deliver, assign, transfer or sell the Excluded Items and to evidence their ownership by the Company, its Affiliates, the Utility, and/or one or more third parties or designees.

(c) *Bill Credits.* You will be eligible to receive Bill Credits on your Utility bills for the Utility Service Location based on your Solar Output and according to the terms and conditions of this Agreement and the Program. Bill Credits are calculated pursuant to the Program and are applied solely by the Utility. For informational purposes only, as of the Effective Date, the Utility provides a Bill Credit at the rate of \$0.095 under the Program for each kilowatt hour of solar electricity purchased. It is intended that Bill Credits conform to the limitations set forth in 66 J of the public service law, Case number 15-E-0082. You acknowledge that the duration, terms and conditions of the Program, including the amount of Bill Credits that may be applied, are subject to the changes made by the Utility in compliance with the terms

of the Program.

(d) Interaction with Utility. Customer Information which the Utility may request from us includes your name, home address, billing address, Utility Service Location, email address, fax number, Utility account number, your Solar Output, information regarding the Selected Solar Panels, and other such information. You hereby authorize us disclose your Customer Information to the Utility from time to time in connection with this Agreement and the Program. To help us carry out the terms of this Agreement and the Program, you hereby authorize the Utility to disclose to us and to our Affiliates your Customer Information. You agree to execute each document that either we or the Utility may request to permit the release of such information. This authorization does not restrict you from communicating with, instructing or directing the Utility with respect to other matters pertaining to electric service to your Location, or asking the Utility questions regarding your participation in the Program.

8. **Operations and Maintenance.**

(a) Operations and Maintenance Services. From the Interconnection Date through the end of the Term, we will be responsible for the operation and maintenance of the Array, as set forth in this Section 8. You acknowledge and grant to us exclusive authority to designate from time to time affiliates or third parties to help operate and maintain the Array including, but not limited to, the Selected Solar Panels. We or our designee will operate the Array, and provide maintenance services designed to help maintain the Array in good working condition. Maintenance services shall be performed by qualified personnel in accordance with industry standards upon terms and conditions we determine to be necessary. During an emergency, or to protect the safety of personnel or the operation of the Array or the Utility's system, and at periodic intervals for improvements, maintenance and repairs, the Solar Output of the Selected Solar Panels may be interrupted. You acknowledge and agree that no compensation is due you for any interruptions.

(b) O&M Funding. O&M payments will be placed into an account with a federally-insured lending institution (the "O&M Fund") The O&M fee will be a reoccurring annual charge of \$180 to be paid by the customer to Renovus Energy. This fee is subject to no more than a 2% annual inflation increase. The first O&M fee payment is due 30 days after final interconnection (effective date) of the Array. The funds placed into such account will be dedicated to payment of costs of operation and maintenance of the Array as provided in this Section 8, including without limitation costs of liability and casualty insurance for the Array, and costs of site acquisition and retention, including without limitation rents, as we determine in our discretion. The amounts to be deposited in the O&M Fund as set forth in this Section 8 are for the benefit of the entire Array, not just the portion that represents your Selected Solar Panels. Similarly, any proceeds of insurance payable based upon casualty damage to any portion of the Array (including the Selected Solar Panels, if applicable) will be applied towards the cost to repair such damage, and will not be available or disbursed to you. Failure to make payment of O&M fees will result in the suspension of your energy credit distribution by the Array sponsor. In the event that the entity Renovus Energy, Inc. no longer exists, the O&M fund will be managed by the company's law firm, and a new O&M provider and array manager will be hired.

9. **Change of Utility Service Location.**

(a) Advance Notice. You agree to provide us with thirty (30) days advance written notice of any change or event that may result in the termination of your Utility service at the Utility Service Location. You acknowledge that a change in the Utility Service Location may have tax consequences, including without limitation your ability to claim tax credits based upon your purchase of the Selected Solar Panels, and that you may wish to consult an independent tax advisor in the event of such a proposed change.

(b) New Location within Utility Service Territory. You agree that if your Utility Service Location changes to a new location within the service territory of the Utility, you will within thirty (30) days of such change take all necessary steps and provide all information and documentation required by Utility under the Program to substitute your new service location for the Utility Service Location identified in this Agreement, and this Agreement shall continue in effect. You acknowledge that if the Utility Service Location or any new service location exceeds the Program Limitations set forth in 66 J of the public service law, Case number 15-E-0082, or otherwise does not comply with the Utility's requirements, you will not be able to receive Bill Credits.

10. **Other Termination of Utility Service.** In the event your utility service at the Utility Service Location terminates for any reason including, but not limited to, abandonment of the Utility Service Location or non-payment of amounts due on your Utility Account, and you fail to comply with Section 9(b) within the time periods set forth therein, then as of the time of termination of Utility service at the Utility Service Location, you will cease to receive any Bill Credits or other benefits under this Agreement, and this Agreement shall terminate; provided however, that if you restore such Utility service at the Utility

Service Location within twelve (12) months of such termination of this Agreement, then, unless this Agreement would have been subject to termination on other grounds, this Agreement shall be reinstated effective as of the date you provide written notice to us of such restoration of Utility service.

11. Our General Agreements.

(a) We warrant that on the date of purchase, the Selected Solar Panels are “solar electric property” as defined under Section 25D of the Internal Revenue Service Code.

(b) In connection with this Agreement, we agree that we will at all times perform our obligations under the Utility Purchase Agreement and the Program, and that we will exercise commercially reasonable efforts to maintain the Utility Purchase Agreement in effect for the Term of this Agreement.

12. Your General Agreements.

(a) You warrant that:

i. You do not currently exceed any Program Limitations set forth in 66 J of the public service law, Case number 15-E-0082, hereto.

ii. The use of the solar electricity generated from the Selected Solar Panels will be for use in your residence located at the Utility Service Location, and that such residence is a Dwelling Unit to which the Utility provides electric service.

iii. You are the taxpayer who will claim the tax credit associated with the Purchased-Panel Tax Attributes, if applicable.

iv. You have not provided to any other person or entity any of the authority granted to us under this Agreement and you will not do so during the Term of this Agreement.

(b) In connection with this Agreement, you agree that within ten (10) days of any request therefor made from time to time, you will provide to the Utility all applications, documentation and information required by Utility to evaluate your qualification for participation in the Program.

(c) You understand that the Solar Output associated with the Array (including the Selected Solar Panels) may fluctuate from time to time based upon weather, seasonality, degradation and other conditions.

13. Interconnection Date and Term.

(a) *Interconnection Date.* The Interconnection Date is the date on which the Array has been interconnected with the Utility and is capable of delivering electricity to the Utility, as specified in Appendix A or in a written notification we provide to you. We will provide you with notice of the Interconnection Date if the Array has not been interconnected by the Effective Date of this Agreement.

(b) *Term.* The "Term" of this Agreement shall begin on the Effective Date, and terminate automatically on the twenty-fifth (25th) anniversary of the Interconnection Date, unless the Agreement is terminated earlier as provided in Section 14 below, in which case the Term shall expire on the effective date of such termination. Should such an event apply, we will provide you with written notice that the Agreement has been terminated.

(c) *Extension of Term.* In the event that the Program continues or is extended beyond the Term referenced in Section 13(b) above, then the term of this Agreement shall be extended during such Program continuance/extension, (i) for as long as (the balance of the O&M Fund is sufficient to pay all costs incurred by us associated during the extended term, whether in relation to our services or the Array in general, or (ii) until the Agreement is terminated earlier as provided in Section 14 below.

14. Termination.

(a) *Termination of Utility Purchase Agreement.* This Agreement will terminate without liability to either party upon the expiration or termination of the Program and/or the Utility Purchase Agreement. In the event the Utility ceases to offer the Program or a comparable substitute, then the Parties hereto shall use commercially reasonable efforts to explore and consider alternative means by which you may realize alternative value from the Selected Solar Panels. In such case, if the Parties hereto agree to a different arrangement, that arrangement will be documented in a new agreement. In either event, this Agreement will terminate on the date when the Utility ceases to offer Bill Credits or other payments with regard to the Selected Solar Panels, and neither party shall have liability to the other in respect to

such termination.

(b) Termination Based On Our Default. You may terminate this Agreement for our default if we materially fail to fulfill any of our obligations as expressed in this Agreement. (*Our General Agreements*) shall fail to be true, and either such failure continues for more than sixty (60) days after written notice from you of such failure.

(c) Termination Based On Your Default. We may terminate this Agreement for your default if you materially fail to fulfill any of your obligations as expressed in this Agreement, or if the warranties expressed in Section 12 (*Your General Agreements*) shall fail to be true, and either such failure continues for more than sixty (60) days after written notice from us of such failure.

(d) Termination Based On Removal of Selected Solar Panels. We may terminate this Agreement at such time as we receive a request from you for the removal of the Selected Solar Panels under Section 5(b) after delivery of the panels in accordance Section 5(b).

(f) Right To Remove Selected Solar Panels Following Termination. If this Agreement is terminated prior to the time you have requested removal of the Selected Solar Panels under Section 5(b), then upon any such termination of this Agreement, you will have an additional sixty (60) days following notice of termination to request the removal of the Selected Solar Panels pursuant to the terms and conditions of Section 5(b) above. If you fail to so request the removal of the Selected Solar Panels within such sixty (60) day period, the Selected Solar Panels shall be deemed abandoned and we may, without further notice to you, take possession of the Selected Solar Panels and dispose of them in the manner we choose in our sole discretion.

(g) Survival. In the event of expiration or early termination of this Agreement, the following sections shall survive: 5(b), 5(c), 7(d), 10, 12, 14(f), 14(g), 15, 16, 18, 19, 20, and 21.

15. **Dispute Resolution**.

(a) Credit or Payment Dispute. If you dispute the amount of any Bill Credits made in connection with this Agreement, you shall within ninety (90) days after the billing period upon which such dispute is based provide us written notice explaining the dispute, along with documentation sufficient to support your claim. We will consider your claim and respond in writing within forty-five (45) days of our receipt of your notice of dispute ("Dispute Period"). During this forty-five day period we will review and attempt to resolve such dispute, and we shall contact the Utility as we believe necessary during this period. You agree to provide us with information we may request in connection with the dispute, and agree that until the end of such our forty-five (45) day response period, you will open an additional ticket with the Utility or otherwise separately contact the Utility in regard to such matter. Following that forty-five (45) day response period, you may contact the Utility regarding any unresolved dispute of the amount of any Bill Credits.

(b) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of NY.

(c) Dispute Resolution. Any dispute between You and Us arising out of or relating to this Agreement (a "Dispute") shall in the first instance be addressed by taking the following steps: 1) by informal negotiations between you and us following an exchange of written notice of and response to said Dispute and for a period of time not to exceed 45 days unless extended by mutual agreement; and if not resolved by negotiations, then 2) such Dispute shall be finally settled through litigation in a United States District Court in New York, or if such court does not have jurisdiction over such Dispute, in the Supreme Court of the State of New York. For such purposes, each Party irrevocably submits to the jurisdiction of such courts (or, if such courts do not have or decline to exercise such jurisdiction, then any United States federal court of competent jurisdiction) and waives its right to any jurisdictional defense that such litigation is brought in an inconvenient forum.

EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION OR DOCUMENT RELATED TO THIS AGREEMENT.

16. **Indemnification and Limitations of Liability**.

(a) General. To the fullest extent permitted by law, you shall indemnify, and hold us and our directors, officers, managers, members, partners, employees, representatives, agents and Affiliates (together, "Related Parties") harmless from any and all claims, demands, actions, liabilities and expenses (including reasonable attorneys' fees) of any kind or nature arising out of or relating to your negligence or intentional acts or breach of this Agreement; provided, that nothing herein shall require you to indemnify us for our negligence or intentional acts or breach of this

Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement.

(b) *Other Agreements.* To the fullest extent permitted by law, you shall indemnify and hold us and our Related Parties harmless from any and all claims, demands, actions, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) credits and payments made (or to be made) by Utility to you or on your behalf pursuant to this Agreement, the Program, and/or the Utility Program Agreement; (b) amounts which you may owe to the Utility; (c) actions you authorize us to take, under this Agreement or otherwise, with respect to your Utility account; and (d) any actions taken or payments made (or required to be taken or made) by you or on your behalf under any agreement for the purchase or financing of your Selected Solar Panels.

17. Assignment.

(a) You may not assign this Agreement or any of your right, title or interest under this Agreement to any other person or entity. You may change the Utility Service Location pursuant to Section 9(b), but any such change or transfer shall not operate as an assignment of this Agreement.

(b) We may assign this Agreement, and/or any of our rights, duties, or obligations under this Agreement, to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without your prior written consent.

18. Reporting and Marketing.

You authorize us and our Affiliates to use your Customer Information for reporting purposes, such as official reporting to governmental authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that we or our Affiliates generate or distribute. We agree that following written notice from you to opt out of our marketing program, we will no longer identify you by name in our marketing materials. Under no circumstances, except as required by law and as otherwise provided in this Agreement, will we release or otherwise publish any information collected from you other than the Customer Information.

19. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Us: Renovus Energy, Inc.
1520 Trumansburg Rd. Ithaca, NY 14850
Attn: Manager
Fax No.: 607-277-1277

To You: As set forth in Appendix A.

20. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

21. Additional Agreements.

(a) *Modification and Waiver.* This Agreement may be modified, or any provision waived, only by a written instrument signed by both Parties.

(b) *Authority.* The Parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of the respective Party. You agree that we may delegate any of our obligations under this Agreement to any Affiliate or third party, provided that we remain ultimately responsible for the performance of our obligations under this Agreement. To the extent of any such delegation, the authorizations you provide us under this Agreement shall extend to any such Affiliate or third party.

(c) *Confidentiality.* You agree to keep the terms of this Agreement in strictest confidence and trust and to not disclose the terms hereof to any other entity or person or use, disseminate, or otherwise distribute any such information for

your benefit or for the benefit of another, except for the limited purpose of facilitating the business relationship with us and the transactions contemplated herein or as required by law.

(d) **DISCLAIMERS OF WARRANTIES:** The following disclaimers apply to all products and services provided under this Agreement:

(1) WE DO NOT REPRESENT OR WARRANT ANY MINIMUM SOLAR OUTPUT, BILL CREDIT AMOUNT, TAX CREDIT AMOUNT OR PURCHASED-PANEL TAX ATTRIBUTES AMOUNT, EXCEPT AS TO THE SELECTED SOLAR PANELS YOU PURCHASE UNDER THIS AGREEMENT, AND THE CORRESPONDING MANUFACTURER'S WARRANTY, AND EXCEPT AS TO THE PURCHASED PANEL TAX ATTRIBUTES ASSOCIATED WITH SELECTED SOLAR PANEL PURCHASE (AS DEFINED IN SECTION 4(e) AND SECTION 7(a) OF THIS AGREEMENT). WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, THE ARRAY OR ANY COMPONENT THEREOF, OR ANY UTILITY INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, OR OTHER INCENTIVES (INCLUDING WITHOUT LIMITATION RENEWABLE ENERGY CREDITS) UNDER THIS AGREEMENT.

(2) WE DO NOT REPRESENT OR WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE ARRAY OR ANY PART THEREOF INCLUDING THE SELECTED SOLAR PANELS. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE PROGRAM OR RATE OF BILL CREDITS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A REPRESENTATION OR WARRANTY. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

(e) **LIMITATION ON DAMAGES:** LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS AND EXCEPT AS EXPRESSLY SET FORTH HEREIN. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND SUBJECT TO THE PROVISIONS OF SECTION 16 (INDEMNIFICATION), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. SOME STATES DO ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO IF THE ABOVE LIMITATION DOES NOT APPLY TO YOU UNDER APPLICABLE STATE LAW, THIS AGREEMENT SHALL BE CONSIDERED TO NOT EXCLUDE OR LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(f) **Severability.** Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

(g) **No Partnership.** Nothing contained in this Agreement will constitute either party to this Agreement as a joint venturer, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to the Utility for electric service.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

22. **Right to Cancel.**

You may cancel this Agreement, without penalty or obligation, by sending us a written cancellation notice within three business days of the date you signed this Agreement. We have attached as Appendix C, a form which may be used for this purpose. If you do not provide us written cancellation notice within three days of the date you signed this Agreement, you will no longer have a right to cancel this Agreement, and you will remain responsible for performance of all your obligations under this Agreement.

Appendix B

Definitions

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

"Affiliate" means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

"Co-Locate" shall have the meaning set forth in Section 5(a) of this Agreement.

"Customer Information" shall have the meaning set forth in Section 7(d) of this Agreement.

"Customer Portion" means the fraction or percentage obtained by dividing (i) your Nameplate Capacity by (ii) the total nameplate generating capacity of all panels at the Array.

"Dwelling Unit" means real property improved with a house, apartment, condominium or similar improvement that provides basic living accommodations including sleeping space, bathroom and cooking facilities.

"Effective Date" means the date set forth on Appendix A.

"Environmental Attributes" means the full set of environmental, power source and emissions characteristics, whether in the form of credits (including Renewable Energy Credits), emissions reductions, offsets, allowances, financial incentives, benefits or by any other designation, attributable now or in the future to all or any portion of the Array, its electrical production, or its electrical capacity. Environmental Attributes, also referred to as Green Attributes, include but are not limited to (1) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change as of the effective date of this agreement, or otherwise under Law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere, (2) any avoided emissions of sulfur oxides (SO_x), nitrogen oxides (NO_x) and carbon monoxide (CO), and of any other pollutant of the air, soil or water (other than GHGs) that is now regulated under Law, including as part of any renewable portfolio standard, or tradable under any registration or trading program; and (3) the right of the Utility and/or another third party as the owner or prospective owner of Environmental Attributes to report the ownership of accumulated Environmental Attributes to any agency, authority or other party, including without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present domestic, international or foreign Law, renewable portfolio standard or registration or trading program. One (1) MWh of energy output is assumed to be the equivalent to one unit of Environmental Attributes, subject to applicable Law, standards, or trading program requirements. Environmental Attributes do not include any energy, capacity, reliability or other power attributes from the Array, or any Tax Attributes.

"Interconnection Point" means the point at which the Utility takes delivery of generated electrical output from the Array.

"Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended or issued after the Effective Date, and which becomes effective during the term of this Agreement; or any binding interpretation of the foregoing.

"Other Incentives" means any and all incentives, rebates, payments, credits or other financial benefits, of any kind and by any designation, whether provided by the Utility and/or another third party, and whether provided in connection with the Array, your Selected Solar Panels or otherwise, other than your Solar Output and the Bill Credits allocated to you by the Utility in accordance with this Agreement.

"Purchased-Panel Tax Attributes" means the right to apply for tax credits under Section 25D of the Internal Revenue Service Code, subject to applicable tax rules.

"Selected Solar Panels" means the solar panels described by serial number in Appendix A.

"Tax Attributes" means all tax credits, incentives, depreciation allowances and other financial benefits established under any federal or state law, other than Purchased-Panel Tax Attributes.

"Your Solar Output" or "Solar Output", for any given period, means the actual generated electrical output, measured in

kilowatt hours, that is delivered from the Selected Solar Panels to the Interconnection Point during that period. For this purpose, you agree that each panel in the Array shall be considered to have the same efficiency per Watt of Nameplate Capacity at any given time, and if that output from the Selected Solar Panels is not individually metered, then the Solar Output from the Selected Solar Panels for the period shall be equal to the actual generated electrical output, measured in kilowatt hours, that is delivered by the Array to the Interconnection Point during that period, multiplied by the Customer Portion. You acknowledge that the amount of electrical output delivered by the Array to the Interconnection Point shall be net of any energy consumed by the Array to support its operation.

**Appendix C
Cancellation Right**

Right to Cancel. As set forth in Section 22 of the Renovus Community Solar Sale Agreement (the "Agreement"), you may cancel the Agreement, without penalty or obligation, by sending us a written cancellation notice within three business days of the date you signed this Agreement. To cancel the Agreement, deliver a signed and dated copy of this cancellation notice (or any other written cancellation notice identifying you and this Agreement) to us at: Renovus Energy, 1520 Trumansburg Rd, Ithaca NY 14850 no later than midnight of the date that is three business days from the date you signed the Agreement. If you do not provide us written cancellation notice within that three day period, you will no longer have a right to cancel this Agreement and you will remain liable for performance of all your obligations under the Agreement.

Note: The following form is made available for the purpose of cancelling the Agreement pursuant to Section 22 of the Agreement within the three day cancellation period described above. If you are not choosing to cancel this Agreement within the three-day period described above, you should not sign this form.

Two copies of this form are included so that if you do choose to cancel this Agreement by delivering this form to us within that time, you will still have a copy of this form.

Notice of Cancellation

Date of Transaction: The date you signed the Renovus Community Solar Sale Agreement.

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by us (Renovus Energy) of your cancellation notice. If you cancel, you must make available to us at our address, in substantially as good condition as when received, any items of value delivered to you under this contract or sale.


I/We, _____ hereby sign this cancellation notice on _____, and have caused it to be delivered to Renovus Energy on our before midnight of the date that is three business days from the date I signed the Agreement.

Customer's Signature: _____

PSC:

Mailers:

Version 1

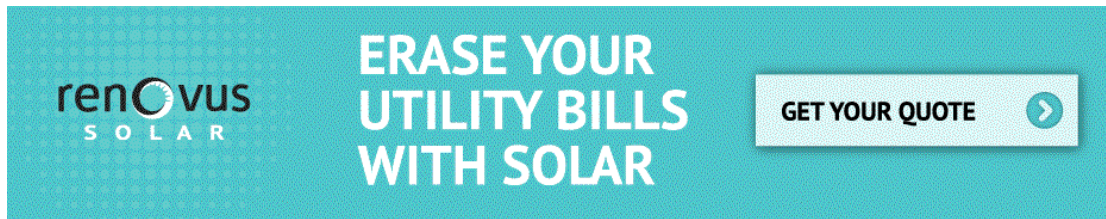
<p>YOUR NEIGHBOR DOESN'T PAY UTILITY BILLS.... WHY SHOULD YOU?</p> <p>PSRT STD ECPWSS U.S. POSTAGE PAID EDDM RETAIL</p> <p>Residential Customer</p> <p>renovus S O L A R</p> <p>Renovus Solar 1520 Trumansburg Rd Ithaca, NY 14850</p>	<p>THEY GET THEIR POWER FROM THE SUN.</p> <p>NOT NYSEG.</p> 	<p>RENOVUS COMMUNITY SOLAR MAKES SOLAR ACCESSIBLE</p> <p>With community solar, anyone can go solar. Shady property? Easy fix. No roof? No problem. Renting? We gotcha covered.</p> <p>Families in Tompkins County who have gone solar save on average \$600 a year. Starting year one.</p> <p>We're hosting a free night at the Heights Cafe for folks who want to learn more about Renovus Solar Projects. June 12th, 6:00pm - 7:30pm.</p> <p>Food and drinks will be served, and we'd love to chat with you about how solar can power your home.</p> <p>RSVP @ RenovusSolar.com/Event/Tompkins or by calling 607.277.1777 x 129</p>
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Version 2

<p>DON'T PUT SOLAR ON YOUR ROOF</p> <p>PSRT STD ECPWSS U.S. POSTAGE PAID EDDM RETAIL</p> <p>Residential Customer</p>  <p>renovus S O L A R</p> <p>Renovus Solar 1520 Trumansburg Rd Ithaca, NY 14850</p>	<p>PUT IT ON OUR SOLAR FARM</p> 	<p>RENOVUS COMMUNITY SOLAR MAKES SOLAR ACCESSIBLE</p> <p>Solar energy has long been a privilege of the few. Homes needed the perfect plot of land, the perfect roof, and all the right financing in place to make solar work.</p> <p>With community solar, anyone can go solar. Shady property? Easy fix. No roof? No problem. Renting? We gotcha covered.</p> <p>Want to learn more? You're in luck.</p> <p>Join us at the Heights Cafe soon!</p> <p>Join us for some food, beverages and a short presentation June 5th, 6:00pm - 7:30pm at the Heights Cafe in Cayuga Heights 903 Hanshaw Rd, Ithaca, NY 14850</p> <p>RSVP @ RenovusSolar.com/Ithaca or by calling 607.277.1777 x 129</p>
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Display Set #1



Display Set #2

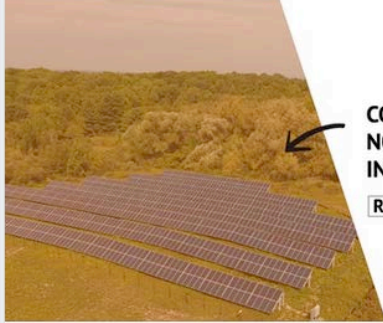


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A SPECIAL WEBINAR PRESENTATION
5/1/18 @ 12PM
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Buyers Guide to Solar

<p>A BUYER'S GUIDE TO SOLAR</p>  <p>Presented By: renOvus SOLAR</p>	 <p>IT'S TIME TO JOIN THE SOLAR REVOLUTION</p> <p>renOvus 2</p>
<p>BUT WHY NOW?</p> <ul style="list-style-type: none"> Systems are now cheaper and more reliable than any time in history Average panel efficiency has increased 20%+ since 2012, and has a guaranteed 25 year lifespan The solar industry is growing at a rapid rate A home goes solar in the United States every 84 seconds <p>renOvus BUYERS GUIDE 3</p>	<p>OKAY...SO?</p> <p>As a savvy solar consumer, you came here to learn from the best in the biz. This buyer's guide to solar will walk you through the following steps:</p> <ul style="list-style-type: none"> Benefits of Solar Systems Is Solar Right For You? Researching Solar Options Choosing a Solar Partner Planning Your Build Construction and Maintenance Saving Boatloads of Money <p>renOvus 4</p>
<p>SMART ENERGY SOLUTION</p>  <ul style="list-style-type: none"> LOWER COST UTILITY Solar's single greatest benefit is that it saves you money. Utility companies can increase electricity costs for any number of reasons and throw any family's budget out of whack. Solar guarantees long-term financial benefits for you and your family, no matter if your system is on- or off-site. SUSTAINABLE ENERGY Solar is the only infinite power source on earth. By investing in a solar array for your home, you are harnessing the ultimate power source. You'll reduce emissions of carbon dioxide, methane and other pollutants that decrease air quality and contribute to global warming, all while increasing the renewable energy capacity of the grid. SMART INVESTMENT Investing in a solar array comes with more than just financial and environmental benefits. Solar installations also significantly increase the property value of their site, making solar not only a smart choice for now, but also a smart investment for the future. <p>renOvus BUYERS GUIDE 5</p>	<p>WILL I SAVE MONEY?</p> <p>(The short answer is YES)</p> <ul style="list-style-type: none"> If you spend more than \$100 a month on electricity, it's very likely you will save money. Solar customers save up to 100% on their electricity bills. Depending on the size of your solar installation and the energy systems in your home, you can offset 100% of your total energy costs! <p>renOvus 6</p>

Buyers Guide to Solar - 2



IS MY HOME READY FOR SOLAR?



YOUR ROOF

People often express concerns about the effects solar arrays might have on their roof's lifespan. These concerns are valid, but roof systems are only a viable solution for sections of the population

A reputable solar company will send a team of engineers to determine if a roof system is the best option for you. Our goal is to ensure our system is safe and effective for years to come without compromising the structure of your home.

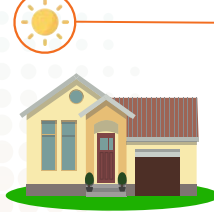
renOVUS
BUYERS GUIDE
7
renOVUS
BUYERS GUIDE
8



YOUR EQUITY

Solar is a great investment. Not only do you start saving on your electrical expenditures immediately, you and your family will enjoy benefits of your solar systems equity if you decide to sell your home.

A recent study shows that the average, effective solar system can add as much as \$3 per watt to a home's sale value. A nationwide average of around \$15,000. Talk about a win-win.




YOUR SUN EXPOSURE

Not all solar array positions will have equal outputs. Generally speaking, south-facing your installations are more effective.

East- and west-facing arrays are also effective when paired together in creative ways.

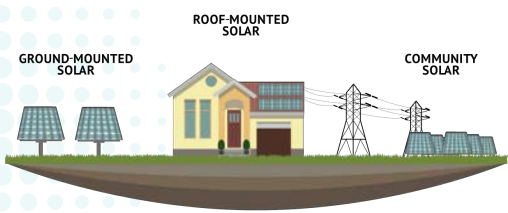
A professional solar company will explore all the options available to you, and create a package that meets your needs, no matter the sun circumstances.

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TYPES OF SOLAR SYSTEMS



THREE WAYS TO SAVE




GROUND-MOUNTED SOLAR
ROOF-MOUNTED SOLAR
COMMUNITY SOLAR

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 <p>ROOF-MOUNTED SYSTEM</p> <p>Roof systems are in many ways the most familiar way to install solar panels. Your home, garage or barn may all be suitable for a roof-mounted system.</p> <p>While roof-mounted systems are only the best option for about 20% of potential solar customers, their sleek and lightweight profile make them the perfect solution for those who can utilize them.</p>	 <p>GROUND-MOUNTED SYSTEM</p> <p>If your roof doesn't offer the greatest benefits, ground-mounted systems are the next most effective avenue for solar installations.</p> <p>These systems are not constrained by roof size, and their ability to be easily scaled can potentially offset all your energy costs.</p>
<p>renOvus BUYERS GUIDE 13</p>	<p>renOvus BUYERS GUIDE 14</p>
 <p>COMMUNITY SOLAR SYSTEM</p> <p>Some solar companies have gone above-and-beyond the current marketplace to offer new creative solutions to bring solar power to the masses.</p> <p>Community solar farms operate in remote regions and gather energy that is then pumped directly into the grid, offsetting whatever your home, apartment or business uses.</p> <p>Community solar is often the most efficient and flexible option when available, since it can move with you anywhere in the region!</p>	 <p>CHOOSING A SOLAR PROVIDER</p>
<p>renOvus BUYERS GUIDE 15</p>	<p>renOvus BUYERS GUIDE 16</p>
<p>MORE THAN A COMPANY</p> <p>Solar providers should help you navigate the sometimes confusing world of planning, financing and installing your solar system. Make sure the company you partner with is well rounded. They are your partners, and they should be partners you trust!</p> <ul style="list-style-type: none">  CUSTOMER REPUTATION  FINANCING & SUBSIDIES  BUILDING & PLANNING PROCESS 	<p>A TRUSTED PARTNER</p> <ul style="list-style-type: none"> PROVIDES REFERENCES Great installation companies never hide their customer experience from public view. If you're evaluating a company and they are unwilling to offer customer testimonials, it's time for you to look elsewhere. If possible, speak with people in your community to learn about their solar experiences. GUARANTEES MATTER Ask your providers about their installation process, guarantees and estimated project timeline to ensure there are no surprises. A reputable company guarantees every part of its product, from panels to maintenance. MAINTENANCE AND REPORTING Compared to other energy sources, solar is extremely low-maintenance. Even still, occasionally a system needs repair. Your solar provider should have up to date reporting capabilities, that identify problems and prescribe solutions within days.
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SPEND LESS, SAVE MORE.

FINANCING
Most reputable solar companies work with local, regional or national financial institutions to make sure you can get the lowest rates and best terms possible for your solar project. While you may be tempted to go it alone and work with your bank one-on-one, we highly recommend consulting your company first to understand all your options.

REBATES AND SUBSIDIES
Understanding the solar rebate and subsidy system can be extremely confusing. There are various types of state, national and local programs that can offer you a great deal off your installation. Your solar partner can walk you through every step to ensure your system is as affordable as possible.

EQUIPMENT
Equipment matters. Talk to your providers about the panels, inverters, and monitoring systems they will employ in your project. Inquire about product guarantees, and be sure to conduct some of your own parallel research online to ensure you're getting only the best equipment for your budget.

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BUILDING & PLANNING PROCESS

PLANNING YOUR BUILD
If the company hasn't already done so, you should schedule a comprehensive site visit soon after you choose your solar partner. Solar engineers will craft a solution that minimizes the impact on your roof or land and maximizes daily exposure to the sun for maximum output.

IDENTIFYING LOCAL AUTHORITIES
Before any project truly begins, your local municipality should be consulted to ensure the project meets all the codes and regulations in your area. Reputable companies often have close relationships with the appropriate contacts within your city, town or county administrative offices.

IDENTIFYING YOUR UTILITY COMPANY
Most homes that employ solar solutions are not completely off the grid. If your home is connected to the grid, your utility company needs to be kept in the loop throughout every step of your construction process. They might need to perform their own electrical inspection, install new meters, and approve the grid connection.

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THE INSTALLATION PROCESS


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- 1 Work with your solar partner to conduct your final site visit.
- 2 Shortly after your final visit, the solar team will deliver a full system plan and drawings to review.
- 3 Schedule your installation date, make sure to be aware of seasons, special events, or other circumstances your solar provider should be aware of!
- 4 Construction will begin, great companies arrive on time, and leave little impact on your home or land.
- 5 Verify the installation with the utility company and let them know your grid is set up and ready to rock!
- 6 Now is the fun part. Within a month you'll actually be excited to get your utility bill (or lack thereof).

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SAVE. BIG TIME.




YOU'RE THE BOSS
Solar is the easiest path to energy independence. No more bill anxiety when the heat or A/C ran too long. No more unexpected expenses passed down from your utility company. You run the show now.

TAKE A VACATION
Since you're going to save so much money, why not put it to good use? We heard Greece is nice this time of year. Or maybe you want to stash your savings for a later date? Solar customers can save as much as \$25,000 over the first 10 years of their investment, so go crazy.

TRY NOT TO BRAG TOO MUCH
It's going to be hard. We know.

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WANT TO GET STARTED?



renovus SOLAR

At Renovus we have installed thousands of solar arrays across Central and Southern New York. We have grown with our customers to become the largest and most reputable solar provider in Central NY.

Solar is simple and affordable. Let us Share that power with you.

Get started by reaching out to our team
@ 607.277.1777
Or by email
@ BMCune@RenovusSolar.com

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