

New York Community Distributed Generation DISCLOSURE FORM

Provider Information	Name: Route 30 Solar IV, LLC, c/o Energy Subscription, LLC Address: 2189 Cook Road, Galway, NY 12074 Phone: 800-865-3625 Email: m.francis@activesolarusa.com
Customer Information	Name: _____ Email Address: _____ Service Address: _____ Mailing Address: _____ Electric Distribution Utility: <u>National Grid</u>
Overview	<p>This document describes the key terms of Your Community Solar Subscription Agreement. 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> <p>Read this document and the contract carefully so that you fully understand this agreement.</p>
Price, Fees and Charges	<p>Upfront payment: \$0</p> <p>The Solar System Project and this Contract will be billed through National Grid's consolidated billing net crediting method. As such, there is no payment due from the Customer for the Value of Distributed Energy Resource ("VDER") credits allocated to You from the System and received as a Monetary Credit on Your utility bill. The Monetary Credit during the Initial Term is a fixed ten percent (10%) of the VDER credits allocated to You. The VDER credit and resulting Monetary Credit will vary monthly based on the kilowatt hour production of the System and the VDER credit rate as established by Your Utility and the New York State Public Service Commission. Though the amount of the VDER credit will vary month to month, the Monetary Credit that will be allocated to You will always be 10% of the value of the VDER credit.</p>
Project Location and Customer Allocation	<p>System Location: 4487 State Highway 30, Amsterdam, New York</p> <p>Approximate Interconnection Date: N/A- already interconnected</p> <p>Estimated Size of System in kilowatts DC (kWdc): 1,296</p> <p>Initial Portion of the System Assigned to You: _____%</p>
Length of Agreement and Renewal	<p>The Term of Your contract is 25 years.</p> <p>Following the 25 year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elects to terminate the agreement.</p>
Early Termination	<p>You may terminate the Agreement with no penalty by providing (____) days written notice as set forth in Section 4 of this Agreement. Upon receipt of written notice of termination, we will coordinate with your Utility to stop your receipt of VDER Credits by your termination date.</p>

Estimated Benefits	<p>System Producing kWh and VDER credits: The System is estimated to provide _____ kWh to You in the first year of operation which are converted to VDER credits. The estimated amount of VDER credits allocated to You was sized to equal 95% of your previous year National Grid electric charges or, if the Customer's account rate is higher than the VDER rate, then the annual credits will not exceed the previous 12-month usage in kWh's.</p> <p>The VDER credits allocated to You will result in Monetary Credits on Your Utility bill for which will equal ten percent (10%) of the value of the VDER credits.</p>
Guarantees	<p>You will receive a Monetary credit guaranteed to equal ten percent (10%) of the value of the VDER credits allocated to You.</p> <p>This contract does not guarantee a minimum level of System performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>We may request data, such as your historical usage and bill amounts, from Your Utility in order to determine your subscription level. You agree to permit Us to request data from Your local utility regarding Your account's electricity usage and bill amounts. We will not release this information to any unaffiliated entity without Your consent.</p>
Right to Cancel Without Penalty	<p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Energy Subscription, LLC., 800-865-3625, m.francis@activesolarusa.com</p>
Customer Rights	<p>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.</p>
Preparer Name and Contact Information	<p>Michael Francis 800-865-3625 Subscription Agent</p>

Signature of Provider Representative:_____ **Date:**_____

Signature of Customer:_____ **Date:**_____

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Carefully read this Community Solar Subscription Agreement ("Agreement") for a portion of the Community Solar Project ("Installation" or "Project"), as it governs Your rights and responsibilities and supersedes all previous representations (oral and written). If any item is unclear to You, please ask for an explanation before signing this Agreement. In this Agreement, customer is referred to as "You", "Your", or "Customer" and Energy Subscription, LLC. is referred to as "We", "Our", or "Us".

Customer Information Schedule Customer Name: _____

Utility Company: National Grid

Utility Account Number(s): _____

MONETARY CREDIT: Your Monetary Credit for the Value of Distributed Energy Resources ("VDER") credits generated by Your Allocation of the Installation will be set as indicated on your Disclosure Form. Your Monetary Credit will be based upon and subject to Your commitment to be allocated the VDER credits allocated to You for the duration of the Agreement. The Monetary Credit will equal ten percent (10%) of the value of the VDER credits allocated to You. The Monetary Credit will be used as a reduction of Your monthly utility bill. See "Monetary Credit Amount for the Value of VDER Credits" below and Appendix A. See Appendix A for Installation location and size.

MEMBERSHIP PERCENTAGE OPTIONS: The following presents how much of the Installation You have chosen to be Allocated.

The plan objective is to provide You the approximate amount of VDER credits that equal approximately 95% of all of Your annual electricity charges on Your Utility bill, if Your account rate is higher than the VDER rate, then the annual credits will not exceed the previous 12-month usage in kWh's. Your percentage shall be based upon Your most recent 12-month historical usage and utility bill charge amounts, which will be provided to You upon Your request. If you have a future start date for Your contract, We may recalculate Your Allocation of the Installation using Your most recent 12-month historical usage data and provide you written notice of our recalculation no less than 30 days prior to the start date. We reserve the right, in Our reasonable discretion, to adjust Your Allocation upwards or downwards as necessary, for example in the event that Your energy consumption has reduced to the point where We cannot provide You with Your full Allocation or to ensure that the Installation's generation remains substantially subscribed, provided that any such increase in your Allocation will not result in Your Allocation exceeding Your historic average annual kWh consumption and electric charges from the Utility.

Your Initial Allocation is as indicated on your Disclosure Form.

TERM: The term of this Agreement will begin on the date designated in the following section, below, and will continue for: **25 years ("the Term")**.

START DATE: If You have a **future start date for Your contract, that date is anticipated to be on or before _____, 2023. If this term is not filled in, the start date will default to immediate**, which means We will begin Your Agreement at the soonest possible date, which You will be provided with once We know the calendar start date to begin the execution of this Agreement. If the actual start is delayed due to unforeseen circumstances for more than 12 months from the anticipated future start date, You will be able to cancel the Agreement at Your election by providing us with written notice, provided however, that if You elect to cancel the Agreement on or after the actual start date, you will be subject to the notice provision described Early Termination below.

RENEWAL: Following the 25 year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elects to terminate the agreement. Any further contract period is referred to as a "Renewal Term".

LATE FEES: None.

RIGHT OF RESCISSION: If You are a Residential Customer, You may rescind this Agreement without penalty by calling Our toll-free number 800-865-3625 within three (3) business days of Your execution of this Agreement.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Early Termination: You may terminate the Agreement with no penalty by providing ____ (____) days written notice as set forth in Section 4 of this Agreement. Upon receipt of written notice of termination, we will coordinate with your Utility to stop your receipt of VDER Credits by your termination date.

Allocation and Receipt of VDER Credits. By signing this Agreement, You agree to be allocated, and We agree to reserve the designated percentage of the Installation, the energy it generates, and the subsequent amount of VDER credits that equal the energy generated. Ten percent (10%) of the value those VDER credits will be applied against Your utility bill(s) for the account(s) identified in the section above, and therefore authorize Us to enroll all listed accounts for applying Your credits.

Each month during the Term of this Agreement, for as long as You are in compliance with the requirements of this Agreement and the Utility, the Utility will calculate the amount of solar electricity generated that month at the Installation and delivered to the Facility Meter (the "Array Production"). The Utility will then multiply the Array Production by the ratio of (i) Your Allocation of the output of the Installation in kW as described in Appendix A to (ii) the total nameplate capacity of the Installation to arrive at the "Customer Production" for that month and generate a report to be delivered to Us. The amount of solar electricity generated is measured in kilowatt hours or "kWh", and the month over which such solar electricity is measured is referred to herein as the "Production Month".

The kWh are then converted to VDER credits using the VDER credit rate as calculated by the Utility and as regulated by the New York State Public Service Commission. You understand that Your VDER credits may fluctuate from time to time, based upon the VDER credit rate, weather, seasonality, degradation and other conditions, and that the nameplate capacity of the Installation measures the potential for solar electricity production under ideal conditions, which may not occur. WE DO NOT WARRANT OR GUARANTEE THE AMOUNT OR VALUE OF ENERGY PRODUCED OR VDER CREDITS GENERATED BY THE INSTALLATION FOR ANY PERIOD.

Monetary Credit Amount for the Value of VDER Credits. The Monetary Credit will equal ten percent (10%) of the monetary VDER credit allocated to You and Your Utility account each month. The VDER credit rate is established by the Utility and the New York State Public Service Commission. The VDER credit rate is made up of the following components: the Installation location's energy value ("LMBP"), capacity value ("ICAP"), and demand reduction value ("DRV"), and the New York's published environmental value and the community credit value. The System's VDER credit rate per kWh and the System's kWh production will fluctuate monthly.

The Monetary Credit will always equal ten percent (10%) of the VDER credit, no matter the amount. As a matter of example, if the allocated monthly VDER credit is equal to one hundred dollars (\$100), the Monetary Credit for that month will equal ten dollars (\$10). If in the following month the allocated monthly VDER credit is ninety dollars (\$90), the Monetary Credit for that month will equal nine dollars (\$9).

Allocation Criteria. To receive VDER credits and the resulting Monetary Credits under the terms and conditions of this Agreement, the Utility Tariff, and the currently offered Program, You must be and remain a Customer of the Utility. You also agree that Your account number is not part of another Community Solar Subscription Agreement and that You have not nor will not install any onsite electricity generation equipment at the Utility Service Location after the Effective Date hereof which might cause You to be ineligible to receive any portion of the VDER credits allocated to You in connection with this Agreement. You agree to pay Your Utility bills on time, that any failure to pay Your Utility bill on time may cause You to no longer be eligible to receive VDER credits.

Posting of Monetary Credits to Your Utility Bill. The Utility is responsible for calculating, in accordance with the Utility Tariff and the Program, the VDER credit which has been earned based on their receipt of each month's Array Production at the Host Meter and the VDER credit rate, and for allocating such VDER credits and resulting Monetary Credits in accordance with the Membership Information List. We will provide the Utility with Your Customer Information so that the Utility can allocate the appropriate amount of VDER credits and resulting Monetary Credits to Your Utility bill, pursuant to the allocations shown in the Membership Information List.

Terms and Conditions. This Agreement consists of two parts: (1) the terms specific to this Agreement and (2) the General Terms and Conditions that govern Community Solar Subscription Agreements that comply with New York State law and the NY Public Service Commission's most current guidelines and governing regulations.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

MEMBER CONTACT INFORMATION	
Contact Name: _____	Contact Phone: _____
Contact Email: _____	
Utility Meter Account Number Address: _____	Billing Address (if different): _____

THEREFORE, the parties agree to the terms and execute this Agreement that becomes effective once both parties have signed:

**Energy Subscription, LLC, acting as
agent – Route 30 Solar IV, LLC**

Customer:

By: _____

By: _____

Name: Michael Francis

Name: _____

Title: Subscription Agent

Title, if applicable: _____

Date: _____

Date: _____

PROMO CODE: _____

This subscription agreement is good until 30 days from _____

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

1. **Utility Service.** Your Utility (and if applicable, Energy Services Supply Company) is responsible for providing energy supply and delivery service to Your facilities in accordance with its tariff and responding to emergencies. In the case of an electrical emergency, You should call Your Utility, National Grid, at: 1-800-867-5222. You will continue to receive an electric bill from Utility throughout the Term, and You remain responsible for paying all charges billed by Utility. We in no way assume any liability for Your Utility charges.
2. **VDER Credits and Monetary Credits.** All solar generation is first converted to VDER credits allocated under this Agreement. The resulting Monetary Credits shall be applied to Your Utility bill. You appoint Us as agent for the purpose of (i) acquiring the supplies necessary to meet Your community solar VDER credit needs, and (ii) administering the transfer of information to Your Utility needed to apply those credits to Your Designated Utility account(s). At Our election+, We may, from time to time, substitute VDER Credits and resulting Monetary Credits produced at other eligible solar arrays in lieu of VDER Credits and resulting Monetary Credits produced by this Installation.
3. **Dispute Resolution.** In the event of a billing dispute or disagreement involving Our service under this Agreement, the parties will use their best efforts to resolve the dispute informally and expeditiously. Customers should contact Us by telephone or in writing at the contact information provided in the Disclosure Form, and We will acknowledge or respond to Your inquiry within 2 days and, if only an acknowledgement is provided, a response within 14 days. Customers may also submit their dispute at any time to the New York State Department of Public Service (DPS) pursuant to its Complaint Handling Procedures or by calling the DPS at 800- 342-3377.

In the event that a dispute cannot be resolved pursuant to the procedures described above, You agree to a resolution by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate Disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement.

Any arbitration between You and Us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

If You intend to seek arbitration, You must first send a written notice of the dispute to Us (“Notice of Arbitration”). The Notice of Arbitration must: (a) describe the nature and basis of the dispute; and (b) set forth the specific relief sought (“Demand”). If we are unable to resolve a dispute pursuant to the procedures above, You and We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or Us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in Your favor, We will pay You the highest of the following: (i) the amount awarded by the arbitrator (including reasonable attorneys’ fees), if any; or (ii) the last written settlement amount offered by Us in settlement of the dispute prior to the arbitrator’s award.

BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, TO JOIN OR CONSOLIDATE ARBITRATIONS BY OR AGAINST ANY OTHER CUSTOMERS OF US, OR TO LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

4. Termination.

- a. We may terminate this Agreement upon Your default under this Agreement if such default is not cured within 5 days after We notify you of Your default, or as otherwise specified herein. Any decision by Us to lawfully terminate this Agreement does not restrict Us from taking any other actions to prevent loss, correct the default, or otherwise enforce performance of this Agreement, by court action or otherwise, nor does it waive Your obligations to pay any outstanding balance owed to Us prior to such termination.
- b. You may terminate this Agreement without any penalty: (1) within 3 business days from the date We deliver a copy of the fully executed Agreement to You, including via electronic delivery, by notifying us in writing; (2) if We materially breach this Agreement and such breach is not cured within 30 days after You provide written notice to Us; or (3) in the event that the actual start date is delayed twelve (12) months after the Approximate Interconnection Date, as set forth in the Disclosure Form, by providing Us written notice. At all other times, You may elect to terminate this Agreement prior to the end of the Term by providing us at least ____ days’ written notice. Upon receipt of written notice of termination, we will coordinate with your Utility to stop your receipt of VDER Credits by your termination date.

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5. **Limitation of Liability.** Parties agree that any liability to each other will be limited to direct actual damages. Neither Party shall be liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business in tort, contract or any other form of law. This limitation excludes claims of gross negligence or willful misconduct.
6. **Indemnification.** To the extent permitted by law, You agree to indemnify, defend and hold harmless Us and Our employees, officers, directors, agents, financing partners, affiliates, subcontractors, successors and assigns, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from Your failure to comply with any of the terms or conditions of this Agreement; provided that nothing herein shall require You to indemnify Us if you are complying with applicable law which is in conflict with this Agreement. In the event that We must defend a claim brought against Us as a third party as a result of Your default under this Agreement, or commences litigation against You under this Agreement, You will be responsible for reasonable attorneys' fees and expenses to the extent permitted by law.
7. **Taxes.** You agree to pay any Taxes imposed on your VDER credits. "Taxes" means any and all federal, state, municipal, or other governmental duties, fees, levies, ad valorem, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes.
8. **Force Majeure.** **EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT FORCE MAJEURE IS THE ONLY EXCUSE FOR NON-PERFORMANCE AND ALL OTHER EXCUSES (AT LAW OR EQUITY) ARE WAIVED.** Except for payment obligations, a Force Majeure event will excuse performance during the event. "Force Majeure" means an event not within the reasonable control of the Party (or, third party, in the case of third party obligations or facilities) claiming suspension (the "Claiming Party"), and which by the exercise of due diligence the Claiming Party is unable to overcome or obtain a commercially reasonable substitute for performance. Force Majeure includes but is not restricted to: failure of transmission facilities; acts of God; fire; civil disturbances; labor dispute; labor or material shortage; and sabotage. Force Majeure as it applies to this Agreement shall not serve to relieve You of any financial obligation made pursuant to a Fixed Price purchase option chosen by You and described in this Agreement.
9. **Warranties.** **WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM CUSTOMER PRODUCTION, SOLAR OUTPUT, OR VDER CREDIT AMOUNT. WE DO NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO YOU UNDER THIS AGREEMENT. WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, ENVIRONMENTAL INCENTIVES, SRECS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT (OTHER THAN THE VDER CREDITS ALLOCATED TO YOU UNDER THIS AGREEMENT), ALL OF WHICH WILL BE OWNED BY US AND USED BY US AS WE MAY DETERMINE FROM TIME TO TIME. WE DO NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SOLAR ARRAY OR ANY PART THEREOF. WE DO NOT REPRESENT THAT THE SOLAR ARRAY WILL GENERATE ANY PARTICULAR LEVEL OF VDER CREDITS OR THAT THE VDER CREDITS YOU RECEIVE WILL BE EQUAL TO OR GREATER THAN YOUR UTILITY BILL CHARGES. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE UTILITY TARIFF OR THE PROGRAM OR THE VDER CREDIT RATE, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. WE DO NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE UTILITY TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT YOU OR NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND/OR SERVICES PURCHASED BY YOU ARE SOLD "AS IS", WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

- 10. Buyer Warranties.** You hereby represent and warrant to Us that: (a) You have read and understand the terms of this Agreement and have had the opportunity to ask Us questions, and to seek advice of an attorney if so desired; (b) You are duly authorized to execute, deliver and perform this Agreement and that such execution, performance and delivery will not violate any law; (c) this Agreement is Your valid obligation and it is enforceable against You 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); (d) Your name is associated with the Utility account to which Bill Credits will be allocated and You have the full right, power and authority to enter into this Agreement; (e) Your execution, delivery and performance of this Agreement will not conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which You are a party or by which You or Your property may be bound; (f) all information that You have provided to Us, and other facts, estimates and assumptions are accurate, true and complete in all respects; (g) You understand that this Agreement is a purchase contract and not a security registered under federal or state law; (h) You are entering into this Agreement solely to receive VDER credits as an energy-related commodity for use at the Utility account identified by You, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement; (i) You do not have an interest in the profits or losses of the Installation and will not otherwise be entitled to any profit related to the Installation or by entering into this Agreement; and (j) You are receiving electricity service pursuant to a residential or small (non-demand metered) commercial service classification of the Utility's electric tariff and during the Term, You agree not to modify electricity consumption in a manner that causes the Utility to switch You to a service classification that is not a residential or small (non-demand metered) commercial service classification, or to elect a service classification that is not a residential or small (non-demand metered) commercial service classification.
- 11. Assignment.** You may not assign this Agreement without Our prior written consent. We may assign, sell, or transfer the Installation and/or this Agreement, in whole or in part, at our sole discretion and without Your consent.
- 12. Severability.** If any provision in this Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall still be fully enforceable, without being impaired or invalidated in any way.
- 13. Information Release Authorization.** The Utility may request Your information from Us that We are permitted or required by law to provide, and includes, but is not limited to: Your name, home address, billing address, email address, fax number, Utility Service Location, Utility Account Number, meter number(s), pod identification numbers, information regarding the Solar Array, the Allocation, usage information, copies of utility bills, Utility Bill Credit or VDER credit allocations, information regarding the terms and conditions of this Agreement, and other such information. Additionally, You hereby irrevocably appoint Us as Your authorized agent with full power and authority to provide Customer Information to Your Utility and/or obtain Customer Information from the Utility from time to time, including but not limited to copies of Your Utility bills and information regarding Your VDER Credits. These authorizations do not restrict You from communicating with, instructing or directing Your Utility with respect to other matters pertaining to electric service to Your Utility Service Location, or asking the Utility questions regarding Your participation in the Program. You also must agree to assist Us in promptly obtaining from the Utility any Customer Information that We cannot obtain directly from the Utility in a timely fashion. Our sole obligation regarding VDER credits is to request and use commercially reasonable efforts to document and apply for such VDER credits. You acknowledge and agree that Your qualification for VDER credits is subject to the requirements of the Utility, the Utility Tariff and the Program. Your execution of this Agreement shall constitute authorization for the release of this information to Us. This authorization will remain in effect during the Initial Term and any Renewal Term.
- 14. Consumer Protections.** The services provided by Us to You are governed by the terms and conditions of this Agreement, the Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS) promulgated by the New York State Public Service Commission, and HEFPA for residential Customers. You may obtain additional information by contacting Us at 315-400-3282 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The State of New York Public Service Commission may in the future issue additional guidelines regarding the "Regulation and Oversight of Distributed Energy Resource Providers and Products" as contemplated in Case 15-M-0180, which will be incorporated herein, as applicable.
- 15. No Partnership.** Nothing contained in this Agreement will constitute either party to this Agreement as a joint venture, 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.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

- 16. Contact Information.** Customer may contact Our Customer Service Center at 800-865-3625, Monday through Friday 9:00 a.m. to 5:00 p.m. EST (hours subject to change). Customer may write to Us at Energy Subscription, LLC, 2189 Cook Road, Galway, NY 12074 or email at m.francis@activesolarusa.com.
- 17. Miscellaneous.** This Agreement shall be governed by the laws of the State of New York. This Agreement is also subject to the rules of Your Utility's Community Distributed Generation Program, and any developing standards for community renewable energy credits or Community Distributed Generation Programs implemented by the NY Public Service Commission.
- 18. Changes in Circumstances.** If a material change occurs to any of the following: taxes, NY Community Renewable Energy rules including Community Distributed Generation Programs, NY DPS rules, actual usage or peak demand versus historical data, or credit capacity availability, We reserve the right to cancel or modify this Agreement upon providing You with thirty (30) days prior written notice.
- 19. 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.
- 20. Changes in Law.** This Agreement is also subject to future legislation, orders, rules, regulations or Utility tariff or policy changes by any Governmental Authority ("Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory, or judicial body of any such government) that could affect Our anticipated economic return under this Agreement. Specifically, this includes New York's Clean Energy Standard. If a change in any law, rule or pricing structure, including but not limited to implementation of New York's Clean Energy Standard or Zero Emissions Credits program, results in new or increased costs on the ownership, operation or maintenance of the Project or of Our costs to administer this Agreement, or materially reduces the economic benefits available to Us under this Agreement, We may terminate this Agreement or increase Your Rate accordingly, upon providing You with thirty (30) days prior written notice.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

APPENDIX A PROJECT INFORMATION

SOLAR ARRAY INFORMATION

Array Name:	Route 30 IV
Array Company Name:	Route 30 Solar IV, LLC
Total Facility Nameplate Capacity (kW):	1,296
Array Location:	4487 State Highway 30, Amsterdam, NY