



**COMMUNITY DISTRIBUTED GENERATION AGREEMENT**

Between

**Abundant Solar Power Inc. (“ASP”)**

(“Seller”)

And

---

(“Customer”),

Dated as of

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(the “Effective Date”)

**COMMUNITY DISTRIBUTED GENERATION AGREEMENT**

<b>BUYER INFORMATION SCHEDULE</b>
Buyer Name:
Buyer Address:
Utility Company and New York State Independent System Operator Utility Zone: ("Utility"):
Utility Account Number(s):
Utility Meter Number #:

<b>KEY TERMS OF YOUR ABUNDANT SOLAR POWER INC. SUBSCRIPTION AGREEMENT</b>	
<b>Power Purchase Rate</b>	_____/kWh
<b>Rate Escalation</b>	<b>2.0%</b>
<b>Desired Percent Offset based on Previous 12 Months</b>	<input type="checkbox"/> 50 % <input type="checkbox"/> 75% <input type="checkbox"/> 100% <input type="checkbox"/> Other _____
<b>Annual Electric Usage</b>	_____ kWh/year
<b>Monthly kW Allocation</b>	_____ kW
<b>Agreement terms</b>	<input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months
<b>Contract End Date</b>	
<b>Array Location</b>	<b>Address, Town/City, New York 00000</b>
<b>Annual Allocated kWh from Array (minimum of 1000 kWh)</b>	_____ kWh
<b>Late Fees</b>	Late payment will be subject to a \$10.00 late fee which the Buyer agrees to pay in addition to the monthly bill from the Seller.
<b>Termination Fees</b>	Following Buyer's notice of termination, Buyer will continue to pay for the Credits allocated to Buyer until Seller amends the Allocation Report with the Utility to replace Buyer with a new Qualifying Customer with approximately the same allocation, at which point the termination of this Agreement shall take effect.

**Customer Initials** \_\_\_\_\_

## COMMUNITY DISTRIBUTED GENERATION AGREEMENT

This Community Distributed Generation Subscriber Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”), between \_\_\_\_\_ (“Buyer”) and Abundant Solar Power Inc. (“Seller”), (Buyer and Seller referred to herein individually as a “Party” and collectively as the “Parties”).

### RECITALS

WHEREAS, the Solar Facility is interconnected to, and delivers electricity into, the electric distribution system of \_\_\_\_\_ (“Utility”) pursuant to the Utility’s net metering tariff on file with the New York State Public Service Commission (“PSC”) and the PSC’s enabling net metering and community distributed generation legislation (NYPSC Order Case 15-E-0082, “Order Establishing Community Net Metering,” effective May 1, 2015; and NY PSC Order, Case 15-E-0082, “Order Establishing A Community Distributed Generation Program and Making Other Findings,” effective July 17, 2015), referred to collectively as “the Orders”;

WHEREAS, in accordance with the Order, the Utility allocates Community Distributed Generation Credits (“Credits”) to Seller in each Billing Period (as defined in the Orders) in which the kWh generated by Seller’s Solar Facility exceeds Seller’s on-site kWh usage;

WHEREAS, in accordance with the Order, for each Billing Period, Seller may allocate all or part of its Credits to other customers of the Utility pursuant to the terms of the Orders; and

WHEREAS, Buyer is a Qualifying Customer with respect to the location(s) of the Solar Facility, i.e., receives service at a Utility Account(s) in good standing with the Utility, and in the same Utility service territory as the Solar Facility;

WHEREAS, Seller wishes to allocate and assign a portion of its Credits to Buyer, and Buyer wishes to accept such Credits, all upon the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### 1. Allocation of Credits.

- a. To receive Credits under the terms and conditions of this Agreement, the Utility Tariff, and the VDER Regulations, the Buyer must be and remain a customer of the Utility for electric service at the Utility Service Location shown in the Key Terms Section.
- b. For each Billing Period during the term of this Agreement, Seller shall allocate, sell, transfer, assign, convey, set over and deliver bill credits associated with site production equivalent to up to 100% of Buyer’s historical monthly usage, as determined by the Utility. Seller makes no representations concerning the amount of Credits which will be available during any billing period.
- c. Seller shall have the right to make minor adjustments to the percentage of the Credits allocable to Buyer hereunder in future Billing Periods.
- d. Seller shall cause to be filed a Community Distributed Generation (CDG) Allocation Request Form (“Allocation Report”) with the Utility indicating the proportion of generated electricity to be allocated to Buyer’s Qualifying Location(s).

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- e. In order to ensure accurate and timely allocation of Credits according to this agreement, Buyer authorizes Seller to obtain and review the following information from the Utility: consumption history; utility account number; billing determinants (including, but not limited to, current retail electric rate information, ongoing consumption information). This information may be used by Seller and/or its affiliates to determine whether it will commence and/or continue to allocate Credits to Buyer and will not be disclosed to a third party unless required by law. Buyer's execution of this Agreement shall constitute authorization for Seller to act as Agent for the specific customer account with the Utility and for the release of this information to Seller. This authorization will remain in effect during the Initial Term and any Renewal Term. Buyer may rescind this authorization at any time by terminating the Agreement and providing written notice thereof. Authorization and the required billing information shall be provided by the Buyer in Exhibit 1.
- f. Buyer shall irrevocably accept and assume the allocation and assignment of Credits set forth above.

### 2. Payment for Credits.

- a. For each Billing Period (i.e., monthly) until the end of this agreement, Seller shall provide to Buyer an invoice ("Seller Invoice") that details the amount of Credits transferred to the Buyer's Utility Account(s) by the Utility. Included in the invoice will be a line item identifying the payment due from Buyer, which will be equal to \$ \_\_\_\_\_ per kilowatt-hour allocated to Buyer consistent with Buyer's current allocation on file with the Utility. Buyer's payments to Seller shall be due and payment shall be made by ACH ("Automatic Clearing House") within thirty (30) days after Seller provides Buyer with Seller's Invoice. Late payment will be subject to a \$10.00 late fee which the Buyer agrees to pay in addition to the monthly bill from the Seller.
- b. The initial payment upon signing the agreement will include the first month's subscription and the last month subscription. Including this initial payment, the Buyer is obligated to make \_\_\_\_\_ payments in total during the terms of the Agreement
- c. Seller may, upon notice to Buyer, instruct payments hereunder be made to an Affiliate of Seller or other third party.
- d. Notwithstanding anything to the contrary contained herein, Buyer may terminate this Agreement by giving Seller written notice. Following Buyer's notice of termination, Buyer will continue to pay for the Credits allocated to Buyer until Seller amends the Allocation Report with the Utility to replace Buyer with a new Qualifying Customer with approximately the same allocation, at which point the termination of this Agreement shall take effect. Additionally, the Seller may terminate service and seek suspension of service in conformance with the Home Energy Fair Practices Act ("HEFPA").
- e. Buyer may rescind this agreement within three business days of its receipt without charge or penalty. To rescind this agreement please call the Seller's toll-free number 1-833-653-6367 or send an email to [info@abundantsolarenergy.com](mailto:info@abundantsolarenergy.com).

- 3. Incentives. This system will qualify for the New York State PV Incentive Program and will provide a direct rebate of \$ \_\_\_\_\_ per watt for Solar PV. The total rebate on this system will be \$ \_\_\_\_\_. The rebate is applied as a direct discount to this system cost and will reduce your out of pocket expense at the onset. Abundant Solar Power Inc. receives the incentive check after all documentation is submitted and processed by the NYSERDA PV Incentive Program.

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### 4. Dispute or Complaint Resolution Process

- a. If Buyer, in good faith, disputes an amount billed by Seller as provided in this Agreement, Buyer shall promptly notify Seller of the basis for the dispute no later than the fifth (5<sup>th</sup>) business day after Seller's invoice of Buyer. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Buyer or Seller, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- b. If Buyer, in good faith, disputes an amount paid to Seller as provided in this Agreement, Buyer shall notify seller within six (6) calendar months from the date of such payment. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Buyer or Seller, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c. If Buyer, in good faith, wishes to file any other complaint or dispute with Seller, Buyer shall do so via written notice or electronic mail as soon as possible. Buyer may also file a complaint at any time with the Department of Public Service at the following address:

Office of Consumer Services  
NYS Department of Public Service  
3 Empire State Plaza  
Albany, NY 12223  
Ph.: 1-800-342-3377 (8:30 am-4:00 pm)

- d. Buyer may, at any point during a dispute or complaint resolution process, request a written report from Seller detailing all attempts to resolve the complaint or dispute. All buyers shall submit to binding arbitration. Either party may initiate the arbitration process by filing the necessary forms with Judicial Arbitration and Mediation Services (JAMS).

5. Mutual Cooperation. Buyer and Seller shall, from time-to-time after the execution of this Agreement, at the request of either Party, prepare, execute and deliver to the requesting Party such other necessary instruments and to cooperate with each other and take such other actions as may reasonably be needed to affect the intent of this Agreement.

6. Construction, Operation and Maintenance. Abundant Solar Power Inc. shall exercise commercially reasonable efforts to achieve Completion of the Community Solar System. The Terms of this Agreement begin on the Commercial Operation Date. The Commercial Operation Date is the date that the System is turned on and generating power. We will notify you by email when the Community Solar System is ready to be interconnected to the electricity grid. The Seller shall insure, maintain and repair the System at no additional cost to the Buyer.

7. Assignment. The Buyer may not assign this Agreement without the Seller's prior written consent. The Seller may assign this Agreement to another authorized Community Distributed Generation (CDG) Provider ("Sponsor"), as defined by the State of New York Public Service Commission, and the Buyer will be provided with 30 days advance written notice.

8. Term of Agreement. The initial term of this Agreement is \_\_\_\_\_ year(s) and shall commence upon the date of the first bill issued by their Utility Provider which shows a Credit from Seller. Following the initial five (5) year term, this Agreement shall be automatically extended on a five-year basis under the

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same terms and conditions stated herein, until terminated by either Party upon written notice received by the other Party at least ninety (90) days prior to the end of the current term. Notwithstanding the foregoing, Sections 2, 3, 5, 6, 7 and 8 hereof shall survive termination of this Agreement.

### 9. Events of Default.

- a. Each of the following shall constitute an Event of Default hereunder:
  - i. The failure of Buyer to pay any undisputed sum when due, except that Buyer shall be entitled to written notice of a late payment on two (2) occasions within any rolling three hundred sixty-five (365) day period. Buyer shall not be in default on such occasions if the amount due is received by Seller within ten (10) days after Buyer's receipt of Seller's notice of default; and
  - ii. The failure of Seller to provide Buyer with Credits for a period of more than thirty (30) days with no notice to Buyer within thirty (30) days of missed Credits, except where Section 7 applies;
- b. Immediately upon an Event of Default of Buyer, Seller will assess a 1.5% monthly interest fee for late payments. Seller may also, in its sole discretion, terminate this Agreement by giving Buyer written notice thereof and allocate, sell and assign to a third Party the electricity allocated to Buyer by the terms of this Agreement.
- c. Immediately upon an Event of Default of Seller, Buyer's obligations to purchase Credits hereunder shall cease and upon written notice by Buyer to Seller, this Agreement shall be terminated.
- d. Buyer indemnifies Seller against any losses due to Utility's failure to deliver bill credits, or failure to otherwise conform to tariff and/or regulatory requirements.

### 10. Force Majeure. If Seller is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Seller will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. "Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Seller's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Seller's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Seller including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Seller or under its control.
- b. Seller, as soon as is reasonably practical, gives Buyer notice describing the Force Majeure Event;
- c. Seller's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, Seller will make repairs); and

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- d. No Seller obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

11. Governing Law. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Seller shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to Customer.

12. 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, OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT. 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 FACILITY 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.

13. Consumer Protections. The services provided by the Seller to the Buyer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Seller will provide at least 15 days' notice prior to the cancellation of the Buyer's service. In the event of non-payment of any charges owed to Us, Buyer may be subject to termination of service and the suspension of service under procedures approved by the DPS. You may obtain additional information by contacting the Seller at 1-800-000-0000 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>

14. 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 versus historical data, credit capacity availability, the Seller reserve the right to cancel or modify this Agreement upon providing You with thirty (30) days prior written notice. This Agreement is also



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subject to future legislation, orders, rules, regulations or Utility tariff or policy changes by the NY Public Service Commission or NY Legislature. Specifically, this includes New York’s Clean Energy Standard.

15. Confidentiality. The parties agree to not disclose any information or data related to this Agreement, the Project, the Project Location or the Installer Services, except upon consent of the other party or disclosure to government agencies as required by law. The provisions of this Section shall survive the expiration of the Term or earlier termination of this Agreement. This Confidentiality Requirement shall not apply to any marketing, advertising or other information that is in the public domain or is used by the Buyer for the purpose of referring new PV System Buyers to the Seller.

16. Notice Provisions. All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, effective upon delivery, and given by: (i) registered certified mail, return receipt requested with the appropriate postage paid; (ii) personal delivery; (iii) overnight courier service; or (iv.) electronic mail, in each case to the address used by such Party, as applicable:

To Seller:

Abundant Solar Power  
c/o Contract Provider  
700 West Metro Park  
Rochester, NY 14623  
Phone: 1-833-653-6367  
Email: info@abundantsolarenergy.com

To Buyer:

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

17. Other Provisions.

- a. This Agreement and all provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- b. This Agreement and any counterpart thereof may be delivered via facsimile or electronically in Portable Document Format (“PDF”) to the respective Party's representative, it being the express intent of the Parties that such documents and any counterparts thereof so delivered (together with the signatures therein) shall have the same force and effect as if they were originals.



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IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

**SELLER:**

Name (printed): \_\_\_\_\_

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

Signature: \_\_\_\_\_

**BUYER:**

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

**Exhibit 1: Authorization Agreement for Recurring Online Billing and Payment & Credit Card Payments/Debits**

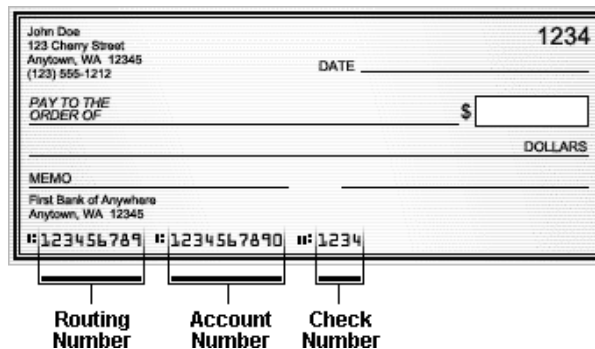
**A. Instructions**

1. This form is required to authorize Abundant Solar Power and/or its Affiliates, successors and/or assignees (hereinafter referred to as the “Company”) to:
  - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments
  - Change the banking or financial institution information on an existing Designated Payment Account.
2. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of this form and incorporated into this form. Contact your financial services representative with any questions.
3. Retain a copy of this form.
4. Complete all required fields on this form.

Customer Name\* \_\_\_\_\_

Address 1\* \_\_\_\_\_

City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_



Direct-Debit Payment	
Bank Name*:	
Bank Account Number*:	
Bank Routing Number*:	
<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

\*Required

**Signature Section.** By signing below, you acknowledge that you have received, read, and agree to the incorporated “Terms and Conditions” in Section B and confirm the accuracy of the information provided above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**B. Terms and Conditions**

1. I (we) do hereby authorize the Company to initiate monthly recurring ACH Direct-Debit Payments to my (our) account(s) indicated at the financial institution(s) above. I further authorize the Company to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under your *Community Distributed Generation Subscriber Agreement* with the Company.
2. This authorization is to remain in full force and effect until the Company has received written or verbal notification from me (us) of its termination.
3. Notifications of changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
4. Recurring ACH Direct-Debit Payments shall be drafted monthly, and the Company shall be required to give email notifications and/or online access to the amount(s) and due date(s).
5. No payments due to the Company will be considered “paid” until the Company receives the funds in full.
6. The Company will incur no liability as a result of a withdrawal being dishonored by your bank and/or credit card company.

**Confidentiality/Security.** All information provided on this form is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All online transactions are processed with point-to-point encryption to protect your sensitive payment information.

**To terminate your authorization or report alleged unauthorized transfers, please contact:**

Abundant Solar Power Inc.  
700 West Metro Park  
Rochester, NY 14623  
585-484-8317  
1-833-653-6367 (Toll Free)  
Email: [info@abundantsolarenergy.com](mailto:info@abundantsolarenergy.com)