

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Agreement Effective Date:	
Customer Name and Mailing Address:	
Customer Phone Number:	
Customer Email:	
Customer Date of Birth:	
Customer Electric Utility:	Niagara Mohawk Power Corporation, doing business as National Grid
Customer Utility Account Number:	
Utility Account Service Address (if different than mailing address):	
Customer Meter Number:	
Customer New York Independent System Operator Load Zone:	F
Bill Credit Price:	(\$/kWh) (___%) below the average electricity rate for Customer's service class for the 3 years ending the June 30 before the Agreement Effective Date. The Bill Credit Price will adjust on July 1 each year.
Agreement Term:	One (1) year, renewing automatically unless cancelled.
Community Solar Project:	[Miller Road Solar Project] or [Western Turnpike Solar Project] [100 Miller Road] [Schenectady, NY] or [4545 Western Turnpike]

	[Altamont, NY]
Capacity Allocated to Customer:	[] kWdc, or []%
Estimated Annual Energy Output of Solar Project	[] kWh
Estimated Annual Customer Bill Credit Allocation	[] kWh

1. INTRODUCTION

[Western Turnpike Solar Project LLC][Miller Road Solar Project LLC] (“Owner,” “we,” or “us”) is a subsidiary of Dynamic Energy Solutions, LLC, a solar energy company in the business of developing, building and operating solar energy facilities. We sell the electricity generated by the Community Solar Project identified above (the “Solar Project”) to your electric utility, Niagara Mohawk Power Corporation, doing business as National Grid (“National Grid”), in exchange for utility bill credits (“Bill Credits”). Bill Credits represent the value of electricity produced by the Solar Project, as determined by National Grid’s tariff and applicable state laws.

The State of New York has created a program that allows utility customers to participate in solar energy without installing a solar system on their own property. Under this program, called community distributed generation or “Community Solar,” utility customers can purchase Bill Credits from solar energy facilities located in the customer’s utility territory. The utility applies those credits to the customers’ electricity bills to partially or fully offset the amount the customer owes the utility. We will describe how National Grid will apply Bill Credits to your bill later in this Agreement.

This Community Solar Sales Agreement (the “Agreement”) describes the terms and conditions under which you (“Customer” or “you”) will participate in the Solar Project by purchasing Bill Credits from us. This Agreement is a legally binding contract with disclosures required by law, so please read everything carefully. Your participation through this Agreement does not give you any ownership interest in the Solar Project, equipment or other assets associated with the Solar Project, or any revenue or profits from the Solar Project. You will not receive electricity generated by the Solar Project or any of the environmental credits, tax benefits or other attributes of the Solar Project.

TO HELP YOU UNDERSTAND YOUR CONTRACT WITH US, PLEASE READ THE COMMUNITY DG POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM ATTACHED TO THIS AGREEMENT.

2. SALE OF BILL CREDITS

a. **Agreement Term.** You agree to buy Bill Credits from Owner during the Agreement Term. The Agreement Term will begin on the Start Date, which is the first date that National Grid applies Bill Credits from the Solar Project to your utility account. The Agreement Term will be one (1) year, and will renew automatically from year-to-year unless you notify us that you do not wish to renew at least 30 days before the end of the Agreement Term. Owner has not yet constructed the Solar Project. We expect construction of the Solar Project to begin around [INSERT DATE] and for the Start Date to be around [INSERT DATE].

b. **Determining Amount of Bill Credits.** The amount of Bill Credits sold to you will be determined by the amount of electricity generated by the Solar Project and the portion of the Solar Project's capacity allocated to you (the "Customer Allocation"). We will notify National Grid of your Customer Allocation. You may change your Customer Allocation at the end of the original Agreement Term if you and we extend the Agreement Term as described in Section 9 of this Agreement.

National Grid will be responsible for calculating your Bill Credits. Each month, National Grid will multiply the Solar Project's production (measured in kilowatt-hours or "kWh") by your Customer Allocation and apply the resulting volume of Bill Credits (also measured in kWh) to your utility account. The dollar value credited to your National Grid bill will equal the Bill Credits times National Grid's then-applicable rates.

c. **Monthly Billing.** You will receive two bills each month—a bill from us for the Bill Credits allocated to you for the preceding month, and a bill from National Grid for electricity charges remaining after application of your Bill Credits. Your price for Bill Credits is listed at the beginning of this Agreement, and is fixed for the initial Agreement Term. Our bill will include charges for your allocation of Bill Credits during the prior billing month, plus sales taxes or other charge imposed by any government authority. There may be a difference between the date when we bill you for Bill Credits and when National Grid applies those Bill Credits to your utility bill (i.e., there may be a lag of one month or more in National Grid's application of Bill Credits).

d. **Payment Method.** You will pay for Bill Credits via an automatic withdrawal from your checking or savings account (your "Bank Account") fifteen (15) days after the date of your bill. Your Bank Account information and authorization for us to withdraw applicable charges from your Bank Account are in Exhibit 2 to this Agreement. We will notify you when we will withdraw payments from your Bank Account prior to the date we withdraw the funds.

e. **Late Charges.** In addition to the other amounts you agree to pay in this Agreement, you agree to the following:

- i. **Insufficient Funds Fee:** \$25 (or such lower amount as required by law) for any attempted withdrawal from your Bank Account that is refused by your bank; and
- ii. **Interest:** overdue amounts will accrue interest at the rate of 12% per year (or such lower amount as required by law).

3. SAVINGS

a. **Estimated Savings.** The Bill Credit Price is set at ____% less than the average National Grid rate for your class of service for the past three (3) years ending June 30. We estimate that, during the Agreement Term, the cost of electricity purchased from National Grid will increase by 3% per year. If the price charged by National Grid matches this estimate, you will save money on electricity because the Bill Credits will cost less than the dollar value of the Bill Credits that National Grid applies to your electricity bills.

b. **No Guarantee of Savings.** We do not warrant or guarantee, however, that you will save money on your utility bills by purchasing Bill Credits. It is possible that National Grid could reduce its rates below the Bill Credit Price. In that case, you will pay more than if you just purchased electricity from National Grid.

c. **No Guarantee of Bill Credits.** We do not warrant or guarantee that the Solar Project will produce any certain amount of electricity. Therefore, we do not guarantee the amount or value of Bill Credits you will receive under this Agreement. Your allocation of Bill Credits will vary from month-to-month depending on the Solar Project's production. You will only be billed for your allocation of Bill Credits actually generated by the Solar Project.

4. OWNERSHIP OF THE SOLAR PROJECT; ENVIRONMENTAL ATTRIBUTES

a. **Solar Project Ownership.** You agree that we own the Solar Project for all purposes, including sole rights to any data generated from the Solar Project. The Solar Project is our personal property under the Uniform Commercial Code, as in effect in New York.

b. **Tax Credits, Incentives.** You agree that we own any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the Solar Project (together, the "Environmental Attributes"). You agree to reasonably cooperate with us as necessary to claim any of these Environmental Attributes.

5. CANCELLATION AND TERMINATION

a. **Three (3) Business Day Right to Cancel.** You have the right to terminate this Agreement without penalty within three (3) Business Days of the Agreement Effective Date by calling us at 1-833-373-7200 or by sending written notice to 1550 Liberty Ridge Drive, Suite 310, Wayne, PA 19087, Attn: Legal Department. We must receive your written notice by 5:00 p.m. ET on the third business day after the Agreement Effective Date for your termination to be effective.

b. **Termination by Owner.** We may terminate this Agreement on 10 days' prior written notice. We may terminate this Agreement whether or not you are in default. Following such termination, we will have no further obligations or liabilities to you. Your obligation to pay for any Bill Credits allocated to your account until National Grid stops allocating Bill Credits according to our instructions will continue even after termination of this Agreement.

c. **Early Termination by Customer.** If you wish to terminate this Agreement prior to expiration of the Agreement Term, including because you move, you may cancel and terminate this Agreement by sending written notice to us and paying the balance of what you owe for Bill Credits. You may not assign, sell, pledge or in any other way transfer your interest in this Agreement without our prior written consent.

6. UNAVOIDABLE EVENTS

An "Unavoidable Event" means an event that we could not reasonably foresee or avoid, and that (i) delays or prevents us from performing our obligations under this Agreement, (ii) substantially increases the cost or difficulty of performing our obligations under this Agreement, or (iii) substantially reduces our economic returns from operating the Solar Project.

7. CHANGE IN LAW

A "Change in Law" is a change in any applicable law, statute or regulation, or any court or other government entity's interpretation of them, that (i) delays or prevents us from performing our obligations under this Agreement, (ii) substantially increases the cost or difficulty of performing our obligations under this Agreement, or (iii) substantially reduces our economic returns from operating the Solar Project.

8. AVAILABILITY OF BILL CREDITS

a. **Project Not Yet Constructed.** As of the Agreement Effective Date, the Solar Project may not yet be constructed. You will not be able to receive any Bill Credits until the Solar Project has been fully constructed, National Grid has given permission for the Solar Project to begin to

operate, and National Grid has begun to calculate and allocate Bill Credits to you and apply those credits against your electric bill. National Grid will begin applying Bill Credits to your account 30 to 60 days after we submit your subscription information to National Grid.

b. **Project Fully Subscribed.** As of the Agreement Effective Date, the Solar Project may be fully subscribed. If the Solar Project is fully subscribed, you will be added to a customer waiting list. When Bill Credits become available (for example, if another customer moves out of the load zone and is no longer eligible to receive Bill Credits), we will direct National Grid at the next opportunity to allocate such Bill Credits to the next customer on the customer waiting list pursuant to the terms of that customer's Agreement. We will notify you when sufficient Bill Credits have become available to begin allocating Bill Credits to your utility account.

9. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any New York choice of law principles that would require application of another jurisdiction's laws.

10. ENTIRE AGREEMENT

This Agreement contains the parties' entire agreement regarding the sale and purchase of Bill Credits generated by the Solar Project. There are no other agreements regarding that subject, either written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable.

Dynamic Energy may amend the terms and conditions of this Agreement upon written notice to you, but those changes may not increase your Customer Allocation or change the Bill Credit Price.

11. CUSTOMER INFORMATION

You warrant to us that the customer information you have provided is valid and true. You will update us promptly if any of your customer information changes.

12. UTILITY USAGE DATA; PRIVACY POLICY

You authorize us to obtain information regarding your historical energy usage from National Grid from time-to-time as necessary in our judgment. This authorization is valid for the Agreement Term. We may obtain information regarding your historical energy usage to set the size of your Customer Allocation and to ensure your participation in the Solar Project complies with applicable laws. Your information will be used by our employees and may be given to our affiliates, contractors, lawyers, accountants, banks, financiers or other advisers working with us in connection with the Solar Project. We will protect your information from unauthorized disclosure using the same standard of care we use to protect our own business information.

13. CONSUMER CREDIT REPORT

You authorize us to periodically access your consumer credit report, credit score, and disclose information to any of our affiliates or subsidiaries, and to any purchaser of the community solar project or a purchaser or all or substantially all of Dynamic Energy's property and assets, or any lenders or finance partners.

14. SECURITIES LAW

Neither Dynamic Energy nor Owner makes any representations or warranties concerning the applicability of any state or federal securities laws with respect to this Agreement, your Customer Allocation or Bill Credits applied to your utility account. Neither this Agreement nor your Customer Allocation has been registered under the Securities Act of 1933, as amended, or similar law. You agree that you are not entering into this Agreement or acquiring the right to Bill Credits for the purpose of selling or trading them, but solely for personal use.

15. DISPUTES

If you have inquiries or complaints that we are 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>.

16. RIGHTS UNDER HEFPA AND UBP-DERS

As a subscriber under this Agreement, you have certain rights under the New York Home Energy Fair Practices Act (HEFPA), Public Service Law Article 2, and the Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS), New York Public Service Commission, Case 15-M-0180 (December 1, 2017). You can find these rights at <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/EAB5A735E908B9FE8525822F0050A299?OpenDocument>



Dynamic Energy Solutions 1550 Liberty Drive Suite 310 Wayne, PA 19087 1-833-373-7200
communitysolar@dynamicenergy.com

I have read this Agreement and the Community DG Power Purchase Agreement (PPA) Disclosure Form attached as Exhibit 1 in their entirety and received complete copies of those documents. I accept these documents and agree to be legally bound by them.

Customer Name (Please Print)

Customer Signature

Date

ACCEPTED AND AGREED TO BY:

[Western Turnpike Solar Project LLC][Miller Road Solar Project LLC]

Name and Title

Signature

Date

Community Distributed Generation Disclosure Form	
Customer Information	[Include Name, Service Address, Mailing Address (if different), and Contact Information]
Distribution Utility	NIMO Operating as National Grid
Overview	This document describes 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. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees, and Charges	[\$/kWh] (____%) below the average electricity rate for Customer's service class for the 3 years ending the June 30 before the Agreement Effective Date. The Bill Credit Price will adjust on July 1 each year. You agree to purchase the bill credits at the Bill Credit Price from Dynamic Energy. The amount of Bill Credits generated by your Customer Allocation will vary from month-to-month based on the production of the solar project so your Community Solar bill will vary congruently from month-to-month. An insufficient funds fee of \$25 (or such lower amount as required by law) for any attempted withdrawal from your Bank Account that is refused by your bank. Overdue amounts will accrue interest at the rate of 12% per year (or such lower amount as required by law). No additional credits or incentives apply.
Project Location and Customer Allocation	Customer Allocation Capacity: [] kWdc, or []% [Miller Road Solar Project] or [Western Turnpike Solar Project] [100 Miller Road] [Schenectady, NY] or [4545 Western Turnpike] [Altamont, NY]
Length of Agreement and Renewal	One (1) year, renewing automatically unless cancelled.
Early Termination	If you wish to terminate this Agreement prior to expiration of the Agreement Term, including because you move, you may cancel and terminate this Agreement by sending written notice to us and paying the balance of what you owe for Bill Credits. You may not assign, sell, pledge or in any other way transfer your interest in this Agreement without our prior written consent.
Estimated Benefits	Estimated Annual Customer Bill Credit Allocation [] kWh Estimated Annual Energy Output of Solar Project [] kWh Estimated Annual Savings []

	Estimated 25 Year Savings [_____]
Guarantees	This contract does not guarantee savings. This contract does not guarantee a minimum level of system performance or production of energy
Data Sharing and Privacy Policy	You authorize us to obtain information regarding your historical energy usage from National Grid from time-to-time as necessary in our judgment. This authorization is valid for the Agreement Term. We may obtain information regarding your historical energy usage to set the size of your Customer Allocation and to ensure your participation in the Solar Project complies with applicable laws. Your information will be used by our employees and may be given to our affiliates, contractors, lawyers, accountants, banks, financiers or other advisers working with us in connection with the Solar Project. We will protect your information from unauthorized disclosure using the same standard of care we use to protect our own business information.
Right to Cancel Without Penalty	Call 1-833-373-7200, email communitysolar@dynamicenergy.com or by sending written notice to 1550 Liberty Ridge Drive, Suite 310, Wayne, PA 19087, Attn: Legal Department. We must receive your written notice by 5:00 p.m. ET on the third business day after the Agreement Effective Date for your termination to be effective.
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 .
Preparer Name and Contact Information	[Name of sales representative]

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

EXHIBIT 2**AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM YOUR CHECKING ACCOUNT**

Setting up automatic payments from your checking account is a convenient service that saves you time and money and ensures your monthly payments will always be made on time. You and we agree to establish automatic payments of the payments due under the Community Solar Sales Agreement (the “Agreement”) between the parties. You authorize us to initiate debit entries to the checking account indicated below to facilitate payments for (i) monthly payments for Bill Credits under the Agreement and applicable excise, sales and use (or similar tax); and (ii) any insufficient funds fees or late payment interest as set forth in 2(d) of the Agreement. You authorize the depositing financial institution named below to enter such debits or credits to such account. You also acknowledge that we may assign the Agreement to a third-party and that the assignee may then initiate debit entries per this Authorization Agreement.

Bank Name: _____

Routing No.: _____

Account No.: _____

Payment Terms

We will supply you with a monthly bill detailing the amount owed for that billing period, as set forth in Section 2(c) of the Agreement. We will process debit entries to the above account in an amount not to exceed the amount due under the Agreement for scheduled monthly payments, which are due on the 5th day of each calendar month.

Notice of Changes

You acknowledge that the automatic payment information provided is correct. If this information changes, you must notify us immediately. If we incur any fees as a result of inaccurate or out-of-date information, we will bill you for those charges.

We will notify you each month of the amount of the next scheduled withdrawal from your account, prior to making that withdrawal.

Limitation of Liability

We bear no liability or responsibility for any losses incurred due to any delay in the actual date on which the bank account is debited. In order to process the electronic funds transfer, you must have sufficient funds available in the bank account provided. Additionally, you are responsible for any fees the account-holding financial institution may charge for electronic payments. You

agree to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

Termination and Right to Cancel

You acknowledge that this Authorization Agreement will not be terminated until the Agreement is paid in full, or you provide written notification via certified mail of such termination of this Authorization Agreement and have allowed us a reasonable amount of time to act upon the request. The termination of this Authorization Agreement does not terminate the Agreement or your obligation to make payments required by the Agreement. Under federal law, you have the right to stop an automatic payment. You must give at least three (3) business days oral or written notice before the scheduled payment date in order to stop an automatic payment.

By signing below, you represent to us that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement. You acknowledge receipt of a copy of this Authorization Agreement for your records.

CUSTOMER

Printed Name: _____

Date: _____

ACCOUNT CO-OWNER

Printed Name: _____

Date: _____