IPPSOLAR

Community Solar Subscription Agreement

The Seller and the Buyer (the "Parties" to this "Agreement")

Buyer ("You" and "Your")
Name:
Phone:
Mailing Address:
Email:
Electric Company: Con Edison
Account #:
Your Share: ____ % of annual Array Output
Discount: 10% of the Credits you receive on your electric bill. (You'll pay Seller 90% of the Credits you receive on your electric bill.)

Seller
Name:
Contact:
Community Solar Array:
Array Owner:
Array Size:
Est. Annual Energy Output: __ (kWh)
Electric Company: Con Edison
Anticipated "Start Up Date":

NOTE: Seller will notify Buyer when the Electric Company gives permission for the Community Solar Array to begin distributing Solar Credits.

BASIC DEFINITIONS: Not everyone can put a solar array on their own property. In order to give more people access to the benefits of solar, New York State passed laws that allow a group of people to share a Community Solar Array that is not on their own property. The laws say when a Community Solar Array produces electricity and sends the electricity to the grid, the Electric Company will convert each unit of the electricity it receives into a "Solar Credit" and assign it to the "Community Solar Array Owner" or "Owner". The Owner can then assign the Credits to other electricity accounts in their region. The specific Community Solar Array and Community Solar Array Owner for this Agreement are described above.

The Seller has organized a group of purchasers (a "Buying Group") to help You access Solar Credits from nearby community solar arrays so you can reduce your electric bill and support the development of solar arrays in our region. When You sign this Agreement, You are agreeing to purchase Solar Credits from the Community Solar Array as part of the Buying Group. "Your Share" of the Community Solar Array's Solar Credits produced each month is calculated by taking Your annual consumption (as measured in kWh) and dividing that number by the anticipated average annual production of the Array (as measured in kWh). The Seller may increase or decrease that Share as necessary to ensure that the Credits You receive will result in an overall savings on your electric bill that is approximately 10%. Seller guarantees that You will never pay more for Your electricity by subscribing for Credits.

BASIC TERMS OF THIS AGREEMENT: When You sign this Agreement, the Owner will tell Your Electric Company to give You a Credit on Your monthly electricity bill each month based on Your Share of the Community Solar Array's Solar Credits that were produced by the Community Solar Array the previous month. The Electric Company will issue Credits for Your Share and assign them to Your electric account.

IPPSOLAR

You will pay Seller 90% of the value of the Credits applied to Your electric account. In a given month, if Your Share results in a Credit greater than Your monthly electricity bill, the extra Credits will be applied to Your future electricity bills; and, if Your Share results in a Credit less than Your monthly electricity bill, You will owe the balance to Your Electric Company. In sunnier months, the Community Solar Array will produce more electricity than in months that are less sunny, so You'll generally receive more Credits in the summer than in the winter. *(See also Attachment 1 ("CDG Customer Disclosure Statement") for the summary and other information about this Agreement.)*

Your signature and The Seller's signature at the end of this Agreement show that You and The Seller agree to the following:

1. Basic Terms
    a. Your Monthly Share of the Community Solar Array's Solar Credits is calculated by multiplying the total electricity (as measured in kWh) produced by the Community Solar Array by "Your Share" of the Credits.
    b. A "Solar Credit" is the dollar value that the electric company assigns to Your Share of the electricity produced by the array.
    c. Your "Discount" is 10% off the value of the Solar Credits applied to Your electric bill.
    d. Your "Payment" for the Solar Credits is the dollar value of the Solar Credits applied to Your electric account minus Your Discount (10% of the dollar value of the Solar Credits applied to Your electric account). You pay nothing when You sign this agreement. You only pay for Credits You receive at the discounted rate. There are no other payments due to Seller.
    e. You agree to open an Arcadia Power account (https://my.arcadiapower.com/signin) and will make Your Payment each month through Your Arcadia Power account.
    f. The "Term" of Agreement begins on the date You and The Seller sign this Agreement and continues on month-to-month basis, provided you give 60 days' prior written notice to The Seller prior to Termination. You will continue to pay The Seller for all Solar Credits applied to Your electric account, at the same discounted rate, until the later of (i) the date You selected for the Termination, or (ii) the 60th day after You provide written notice of Termination.
    g. The "Parties" to this Agreement are You (the Buyer), including Your heirs and successors, and The Seller, together with its successors and assigns.
    h. The Seller agrees to sell You Solar Credits and You agree to purchase from Seller Solar Credits in the amount equal to Your Share for the Term of this Agreement. You understand that in sunnier months, Your bills will be higher and You may pay for Solar Credits that will apply to Your future electric bills. The Seller will invoice You monthly for Your Payment and You agree to pay using an Arcadia Power account by the due date for payments set forth in the applicable invoice. If Arcadia Power account is not available, You agree to pay by direct electronic withdrawal from Your checking or savings account (ACH payment) or by a preauthorized recurring credit card charge. You will execute any

required forms in order to authorize such electronic withdrawal or recurring credit card charge within 30 days after entering into this Agreement or within 30 days after receiving notice that your current payment arrangements will be discontinued. You agree to pay any applicable sales or use taxes associated with this purchase if invoiced by The Seller or by Your local jurisdiction within 30 days following invoice therefor, unless prohibited by law. If The Seller does not receive Your payment by the due date on the invoice, The Seller may charge You an administrative late fee of the lesser of (i) 2% per month on the portion of Your balance that is more than 30 days past due and (ii) the maximum amount permitted under and subject to applicable law. If any payment is not received within 60 days following the due date for such payment set forth in the applicable invoice, You shall be required to make such payment, together with any interest and penalties thereon, to The Community Solar Array Owner.

i. The Community Solar Array will deliver electricity to the Electric Company. The Electric Company will assign Your Share of the Solar Credits to Your electric account with the Electric Company. The Electric Company is solely responsible for calculating the value of the Solar Credit to apply to Your account in accordance with the rate structures established by the New York Department of Public Service and the value of such Solar Credits applied to Your account, as evidenced on Your electric bill, shall be conclusive. You agree to execute any documentation reasonably required in order to establish Your Solar Credits on Your account, as requested by any of The Seller or the Array Owner.
j. You have no ownership stake in the Community Solar Array. You cannot claim or receive any tax, environmental or other credits, grants, subsidies, renewable energy credits, carbon offset credits, rebates or other benefits related to the Community Solar Array or its output, or any other benefits of owning the Community Solar Array, now or in the future, other than the Solar Credits described herein. Further, You have no right to sell, give away, transfer, pledge, remove, relocate, alter or tamper with the Community Solar Array at any time. Your Payments for Solar Credits entitle You only to the Solar Credits You receive at a discount. You will have no responsibility for the Community Solar Array or bear any risk of loss, damage, theft, destruction or similar occurrence of any part or all of the Community Solar Array during the Term.
k. The title to and risk of loss of the Solar Credit will pass from The Seller to You when the Solar Credit is applied to Your electric account by the Electric Company.
l. Section 1.j and 1.k will survive the Termination of this Agreement.
m. You agree to be a Con Edison customer in Good Standing for the duration of this Agreement. Being a Member in Good Standing means you're up to date with your utility payments**.**
n. You agree to allow Seller to share the information you give us as required to provide this service to you.

2. Agreement Termination

a. You can "Terminate" this Agreement before the end of the Term in the following ways:
    i. If You give The Seller 60 days' prior notice in writing setting forth in such writing the date on which You elect to Terminate this Agreement.
    ii. If You give The Seller less than 60 days' prior notice in writing, the Agreement will terminate on the 60th date after You provided notice.
    iii. If, by the date that is fifteen months after the "Anticipated Start Up Date" set forth on the first page of this Agreement, You have not started receiving Solar Credits on Your electric bill, You may, at any time thereafter prior to the receipt of Solar Credits or a notice that you will be receiving Solar Credits within 60 days, notify The Seller in writing that You elect to Terminate this Agreement.
b. The Seller can Terminate this Agreement at any time before the end of the Term by notifying You in writing that the Community Solar Array will not deliver Solar Credits to You in the future.
c. If You or The Seller Terminate this Agreement early in accordance with the above sections 2(a) or (b), as applicable, both You and Seller shall continue to perform Your obligations under this Agreement through the date on which this Agreement is Terminated. After the Agreement is Terminated, The Seller and You have no further obligations, except any that specifically survive the Termination of this Agreement.

3. Agreement Assignment
    a. You can change the electric account that Your Solar Credits are applied to by providing written notice to The Seller identifying the new account information as long as the Account is with the same Electric Company in New York City. The change will take place as soon as the Electric Company allows The Seller to make such change (generally within six months). The Seller shall have no liability for the value of any Solar Credits You do not receive as a result of such change and the delay in application of such Solar Credits to Your new account.
    b. You may not give, sell, transfer or assign this Agreement, either in whole or in part, without The Seller's express written consent, except You may assign this Agreement to another person (the "Assignee") who (i) maintains an electric account within Your Electric Company's load zone, (ii) pays their electric bill on time each month, (iii) provides the current month's bill for their electric account to the Seller, (iv) assumes all Your obligations under this Agreement and (v) signs the Assignee Amendment Form found in Attachment #2. You will continue to receive Solar Credits and be responsible for the Payments until the Electric Company allows The Seller to transfer the Credits to the Assignee's account. The Seller shall have no liability for the value of any Solar Credits not received by You or Assignee as a result of such assignment and the delay in application of such Solar Credits to Your new account.

c. If You terminate Your electric account with the Electric Company without assigning this Agreement pursuant to clause (b) above, You will be deemed to have Terminated this Agreement.
d. The Seller may assign, lease, sublease or transfer any rights or obligations under this Agreement to any third party without notice for any purpose.

4. Termination for Default
    a. Buyer will be in default if Buyer fails to make a monthly Payment within 30 days after the date specified for such payment in any invoice received from The Seller. If Buyer is in default, The Seller may terminate this Agreement without Buyer's consent. If The Seller terminates this Agreement due to Buyer's default, Buyer shall continue to pay to The Seller the Payment owed in respect of any Solar Credits that are applied to the Buyer's electric account by the Electric Company until the Solar Credit allocation has been changed with the Electric Company by The Seller, for a maximum of 6 months of Solar Credits. In addition Buyer shall pay all costs incurred by The Seller to collect overdue amounts owed by Buyer. This Section 4(a) shall not otherwise limit a party's remedies at law or equity.

5. Entire Agreement
    a. This Agreement contains the Parties' entire agreement, and there are no other agreements between the Parties regarding the Community Solar Array or the Solar Credits, either written or oral.

6. Modifications in Writing; Enforcement; Survival; Disputes
    a. Any amendment or other change to this Agreement must be in writing and signed by both Parties.
    b. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement.
    c. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect.
    d. Any controversy or claim arising out of or relating to this Agreement, shall be settled by arbitration in New York County, New York in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award by the arbitrator/s may be entered in any court having jurisdiction.

7. Governing Law
    a. This Agreement is governed by the law of the State of New York without giving effect to the principles of conflict of laws that would require the application of any other law.

8. Notices
    a. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing, shall be deemed delivered upon receipt (except notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: first class mail, return receipt requested; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the Parties' addresses stated on page 1.

9. Limitation of Liability and Warranty Disclaimer
    a. To the maximum extent permitted by law (1) Seller's liability to Buyer under this agreement shall be limited to direct, actual damages only and will in no event exceed the amount paid by Buyer to Seller under this agreement; and (2) in no event shall either party be liable to the other for consequential, punitive, exemplary, or indirect damages. This amount of liability is Buyer's sole and exclusive remedy, and Buyer hereby waives all other remedies or damages at law or equity; and
    b. Except as expressly provided herein, Seller makes no warranty or representation, either express or implied, regarding its obligations or the Community Solar Array. Seller disclaims all warranties of merchantability or fitness for a particular use or purpose.

10. Indemnification: To the maximum extent permitted by law, Buyer agrees to indemnify, defend, and hold harmless the Seller and its successors and assigns, and its and their employees, officers, directors, and agents, 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 Buyer's failure to comply with any of the terms or conditions of this agreement. This section shall survive the termination of this Agreement.

11. Buyer shall cooperate with Seller and Electric Company to make any amendments reasonably necessary to ensure this Agreement and the transactions contemplated hereby comply with New York Community Shared Solar net metering laws and regulations.

Buyer	**Seller**
By: _____	By:_____
Name:	Name:
Date:	Date:

IPPSOLAR

Community Distributed Generation Disclosure Form – ATTACHMENT # 1	
Provider Information	299 Broadway, Suite 1501 New York, NY 10007 Attn: Paul Jeun, 212-791-2100 (x. 315), pjeun@ippsolar.com
Customer Information Distribution Utility	As set forth in Page 1 of this Agreement.
Overview	This document describes your Community Solar Distributed Generation 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	As described above, Credits will be allocated based on your Share, which is calculated by taking Your annual consumption (as measured in kWh) and dividing that number by the anticipated average annual production of the Array (as measured in kWh). For instance, if a Subscriber's annual consumption is 5,000 kWh and the average annual production of the Array is 100,000 kWh, the Subscriber's share would be 5%. Based on this method, *Your* Share is _____% We then multiply Your Share by the dollar value of the Credits we receive by selling the Array's energy production. This amount (expressed in dollars) will be credited to your Utility bill to reduce the amount you pay for electricity. And because You pay for these Credits at a discount, you always save money. As an example, if You receive a Credit of $50 on your utility bill because of Your subscription and assuming a 10% discount, You only pay $45 for those Credits. There are no other fees or charges for subscribing to this Agreement. Unsubscribed and banked credits will be allocated proportionally among Subscribers in accordance with their Share.
Project Location and Customer Allocation	As set forth in Page 1 of this Agreement.
Length of Agreement and Renewal	The Agreement is month-to-month and you can cancel at any time without penalty by providing 60 days' notice to cancel.
Early Termination	There is no penalty for early Termination but 60 days' prior notice is required and payment is required through the Termination date.
Estimated Benefits	Estimate of kWh generation of Array production allocated to You is _____ kWh. Estimate of average monthly dollar value of Credits allocated to You is $ _____. Estimate of net savings based on utility baseline is $_____.
Guarantees	While this Agreement does not offer a production guarantee, we do guarantee an overall savings of approximately 10% on your electric bill. The savings is approximate because the VDER value fluctuates, and the discount is based on the VDER value.

Data Sharing and Privacy Policy	Per PSC regulations, the Seller and Provider, their employees, agents, and designees, are prohibited from selling, disclosing or providing Your information to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain Your service is specifically authorized by the customer or required by legal authority. If such authorization is requested from You, Provider shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information. Attached as Exhibit A to this Attachment is the type of information we obtain in order to provide You services under the Agreement. Unless you ask us not to, we may contact You via email in the future to tell you about specials, new products or services, or changes to this privacy policy. We take precautions to protect Your information. When You submit sensitive information, Your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees or agents who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 212-791-2100 or via email at info@ippsolar.com.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at 299 Broadway, Suite 1501 New York, NY 10007 212-791-2100 (x. 315) or pjeun@ippsolar.com
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. Your rights and the services we provide You are governed by provisions of New York State DPS's Uniform Business Practices for Distributed Energy Resource Suppliers and the Uniform Business Practices for Distributed Energy Resource Suppliers and the Home Energy Fair Practices Act.
Preparer Name and Contact Information	Paul Jeun, 299 Broadway, Suite 1501 New York, NY 10007 212-791-2100 (x. 315).

Signature of Authorized Company Official or Representative: Date:

Signature of Customer: Date:

Exhibit A to Attachment 1 – Customer Information Collected

1. Customer's service address;

2. Electric account number;

3. Sales tax district used by the distribution utility and whether the utility identifies the customer as tax exempt;

4. Rate service class and subclass or rider by account and by meter, where applicable;

5. Electric load profile reference category or code, if not based on service class, whether the customer's account is settled with the NYISO utilizing an actual 'hourly' or a 'class shape' methodology, or Installed Capacity (ICAP) tag, which indicates the customer's peak electricity demand;

6. Customer's number of meters and meter numbers;

7. Whether the customer receives any special delivery or commodity "first through the meter" incentives, or incentives from the New York Power Authority;

8. The customer's Standard Industrial Classification (SIC) code;

9. Usage type (e.g., kWh), reporting period, and type of consumption (actual, estimated, or billed);

10. Whether the customer's commodity service is currently provided by the utility;

11. 12 months, or the life of the account, whichever is less, of customer data and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data, and, where applicable, demand information;18 if the customer has more than one meter associated with an account, the distribution utility or DSP shall provide the applicable information, if available, for each meter; and

12. Electronic interval data in summary form

ATTACHMENT #2

Assignee Amendment Form

(To use if You, the Buyer, are ready to Assign this Agreement to another Buyer who has an Electric Account with the same Electric Company in the same Load Zone.) The Electric Company has to begin assigning the Credits to the Assignee's Electric Account before this agreement goes into effect.

Buyer

Name:

Phone:

Mailing Address:

City/Town, State, Zip:

Email:

Electric Account #:

I agree to sign over my Community Solar Net Metering Purchase and Sale Agreement to the Assignee.

Signature of Buyer

By:

Name:

Date:

Assignee

Name:

Phone:

Mailing Address:

City/Town, State, Zip:

Email:

Electric Account #:

I agree to assume responsibility as the Buyer for this Agreement.

Signature of Assignee

By:

Name:

Date: