

SOLAR COMMUNITY SUBSCRIPTION AGREEMENT
2015 PITKIN SOLAR,
(Powered by YSG Community Solar)

Electric Utility:	<i>ConEdison</i>
Subscribers Name:	
Electric Utility Account #:	
NYISO Zone:	<i>J</i>
Subscription (in kWh):	_____ kWh's <i>* The size of Subscription may be no less than 1,000 kWh annually and will be based on the Subscriber's historic average annual electricity consumption.</i>
Enrollment Fee:	<i>\$0</i>
Monthly Subscription Fee:	\$_____ * <i>*Recurring charge for the Subscription Term, subject to annual escalation of 1%.</i>
Subscription Term:	<i>12-months</i>
Number of Payments:	<i>12</i>
Subscription Pay Frequency:	<i>Monthly, payments are due on the 1st of the month.</i>
Solar Garden:	<i>East New York</i>

SOLAR COMMUNITY SUBSCRIPTION AGREEMENT SUMMARY HIGHLIGHTS*

- Your Subscription allows you to participate in your Electric Utility’s solar VDER program without installing a solar electric generating system at your residence.
- We coordinate with your Electric Utility to allocate to your Electric Utility account VDER Credits from the Solar Garden owned and operated by YSG, based on your Subscription, measured in kWh. The VDER Credits allocated to your Electric Utility account will reduce the amount of your electric bill.
- We guarantee the annual energy production of the Solar Garden as set forth in Exhibit A.
- If you move to a new residence, you or YSG may transfer your Subscription to your new Electric Utility account if your new residence is located in the same NYISO Zone of the same Electric Utility. If you move to a different NYISO Zone, you or YSG may transfer your Subscription to your new residence provided a Solar Garden with enrollment capacity is available. Otherwise, you or YSG may terminate your Subscription and you will be responsible for the Termination Fee, if applicable, as set forth in Section, 8.

* Subject to the terms and conditions of this Agreement

This SOLAR COMMUNITY SUBSCRIPTION AGREEMENT (“**Agreement**”) governs the relationship between YSG Community Solar LLC, a Delaware limited liability company (together with its successors and assigns, “**YSG**” or “**We**”), and you (“**You**” or “**Subscriber**”), pursuant to which You will subscribe for, and YSG will coordinate with your Electric Utility to allocate to your Electric Utility account, VDER Credits (as defined below) produced by the solar energy facility owned and maintained by YSG (the “**Solar Garden**”), based on your subscription (“**Subscription**”). YSG or WE, and You or Subscriber, may from time to time be referred to in this Agreement as a Party or the Parties.

1. **VDER CREDITS.** YSG’s Solar Garden generates electric bill credits by sending electricity back to your Electric Utility’s grid under the Value of Distributed Energy Resources Tariff Rate (“**VDER Credits**”). In exchange for your monthly payment of a subscription fee (the “**Monthly Subscription Fee**”), We will interface and coordinate with your Electric Utility to have credited to your Electric Utility account on a monthly basis the portion of the VDER Credits generated by the Solar Garden associated with your Subscription. The larger your Subscription, the greater the number of VDER Credits allocated to your Electric Utility account. The size of your Subscription is based on your historic electricity consumption and is expected to produce, on a monthly basis, no more VDER Credits than your expected monthly Electric Utility bill. The amount of your VDER Credits will vary based on the monthly generation output of the Solar Garden. At the end of each year, We may direct your Electric Utility to allocate additional VDER Credits to your Electric Utility account, which You may carry forward to reduce your electric bill in subsequent months, so long as your Subscription remains in effect. If your Subscription is terminated before the end of the Subscription Term, any VDER Credits that were allocated to your Electric Utility account but were unused prior to termination will be forfeited.
2. **SUBSCRIPTION TERM.** The Subscription Term will commence on the later of (i) the day of commercial operation of the Solar Garden (the “**Commercial Operation Date**”), and (ii) the day your Electric Utility has completed processing your account to be ready for receiving the VDER Credits.¹ YSG will notify You when the Subscription Term commences. Unless this Agreement is earlier terminated, the Subscription Term will continue in effect until the first (1st) anniversary of the Commercial Operation Date (the “**Full Subscription Term**”).
3. **ENROLLMENT FEE.** YSG has assessed and accepted your Solar Subscription Residential Credit Application. As part of that assessment, YSG, in its sole discretion, may determine that (1) there will be no fee associated with entering into this Agreement (“**Enrollment Fee**”), or (2) You will owe YSG an Enrollment Fee, equal to two months of the Monthly Subscription Fee, as set forth in Section 4, which shall be paid within twenty (20) days of your execution of this Agreement. At the end of the Subscription Term, the Enrollment Fee will be returned to You if this Agreement runs for the Full Subscription Term and You no longer owe YSG any payments or fees under this Agreement.
4. **MONTHLY SUBSCRIPTION FEE.** YSG will deliver to you a monthly statement of your Monthly Subscription Fee (“**Monthly Statement**”). The Monthly Subscription Fee for the first and last month of the Subscription Term shall be prorated to reflect the days in the month that this Agreement was in effect. Payments shall be due within twenty (20) days of the Monthly Statement date (the “**Payment Due Date**”). If You do not pay your Monthly Subscription Fee by the Payment Due Date, you will be responsible for a late fee (“**Late Fee**”), which shall accrue interest from the Payment Due Date until the date payment is received by YSG at the lesser of 1.5% per month and the maximum rate permitted under New York law. If You incur a Late Fee, it will be added to your next Monthly Statement. Any bank fees incurred by YSG Solar due to late payments or insufficient funds will also be passed through to You on your next Monthly Statement.
5. **NO ELECTRICITY DELIVERY; NO SALE OF COMPONENTS OR RECS.** No electricity will be delivered to You under this Agreement. You are responsible for obtaining electricity service for your property from your Electric Utility. YSG is not responsible for providing any electrical service at your property, for any interruption of that service, or for any other matter regarding your electricity service or Electric Utility account, other than matters related to coordinating with your

¹ The date described in clause (ii) will be no earlier than sixty (60) days after the list of Subscribers associated with the Solar Garden has been submitted to the Electric Utility.

Electric Utility to have the VDER Credits associated with your Subscription allocated to your Electric Utility account. The VDER Credits can only be allocated to your Electric Utility account if You maintain your account in effect and in good standing. YSG is not selling to You any part or component of the Solar Garden or any renewable energy credits and/or other environmental attributes associated with the development or operation of the Solar Garden, in either case in any present or future form, (together “Environmental Attributes”) associated with the energy generated by the Solar Garden. YSG will retain ownership and the right to any and all investment tax credits (“ITCs”) and Environmental Attributes and may, at its sole discretion, retire, sell or otherwise dispose of all ITCs and Environmental Attributes associated with generation from the Solar Garden. You are subscribing only for VDER Credits that will be allocated to your Electric Utility account and that will thereby reduce your electricity bill from Your Electric Utility.

6. YOUR ELECTRIC UTILITY ACCOUNT; DATA USAGE. You agree to notify YSG promptly of any change to your Electric Utility account number and agree that YSG will not be liable for any VDER Credits that are not applied to your Electric Utility account as a result of your failure to communicate to YSG promptly any change to your Electric Utility account number. You agree to notify YSG promptly if, at any time, your Electric Utility account is not in effect and good standing, under suspension or in the process of being terminated. You acknowledge and agree that YSG may collect and use, and as necessary for the allocation of VDER Credits, share with your Electric Utility, personal, utility usage, and certain financial information that You share with YSG in connection with this Agreement. YSG’s use and collection of such information shall be based upon applicable provisions of the United States Department of Energy (US DOE) Data Privacy and the Smart Grid: A Voluntary Code of Conduct.

7. OWNERSHIP AND OPERATION OF THE SOLAR GARDEN; SOLAR GARDEN ACCESS.

7.1 Solar Garden Ownership and Maintenance.

7.1.1 YSG will have sole ownership, possession and control of the Solar Garden and will have the exclusive right to maintain and operate the Solar Garden. YSG will operate the Solar Garden in compliance with its operating agreement with your Electric Utility and in compliance with any rules and criteria for community solar gardens established by the New York State Energy and Research Development Authority (“NYSERDA”) and the New York State Department of Public Service (“NYSDPS”).

7.1.2 YSG will operate the Solar Garden in accordance with practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by a significant portion of the solar power industry in the United States as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the context and the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost and consistent with applicable laws, reliability, safety and expedition (“**Prudent Industry Practices**”). Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

7.1.3 YSG may from time to time schedule maintenance or repair of the Solar Garden and will provide thirty (30) days prior notice to You if such maintenance or repair is anticipated to result in the Solar Garden being out of service for a period in excess of three (3) days.

7.1.4 If, for a period in excess of three (3) days, the Solar Garden is out of service due to unscheduled maintenance or repair or for any other reason, YSG will notify You of the outage as soon as practicable, but in all cases within seven (7) days of the outage.

7.2 No Solar Garden Ownership or Access Rights for Subscribers.

7.2.1 Your Subscription does not and shall not be construed to convey any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Solar Garden or its associated equipment or improvements.

7.2.2 You will not have a right to enter the Solar Garden, nor to have access to any solar electricity generating, interconnection, metering, data acquisition or other related solar equipment at or associated with the Solar Garden. YSG will provide You with access to a website and/or mobile application that will enable You to monitor the amount of electricity that the Solar Garden produces. You agree that YSG may track your use of any such website and/or mobile application in accordance with YSG's privacy policy.

8. CONDITIONS AND RIGHT TO TERMINATION AND RELOCATION.

8.1 Changes or Termination by YSG.

8.1.1 At any time prior to or during the Subscription Term, YSG may, in its sole discretion, undertake any of the following actions (or any combination thereof):

(a) assign your Subscription to an alternative solar energy garden owned by YSG, ("Alternative Solar Garden"), which will thereafter be the "Solar Garden" referred to in this Agreement. If the Production Guarantee set forth in Exhibit A does not accurately reflect the Production Guarantee at the Alternative Solar Garden, YSG will amend or replace Exhibit A attached hereto to reflect the Production Guaranty applicable to such Alternative Solar Garden); and

(b) suspend the Subscription Term as YSG deems reasonably necessary under the circumstances.

8.1.2 YSG may terminate your Subscription:

(a) at any time prior to the commencement of the Subscription Term;

(b) after the commencement of the Subscription Term if: (i) You provided information to YSG during the enrollment process that is materially false (including, without limitation, any of the information included in the forms attached hereto as Exhibit C)(ii) You are sixty (60) or more days late in paying your Monthly Subscription Fee, (iii) your Electric Utility account is closed as a result of (A) your bankruptcy, (B) shut off for non-payment of Electric Utility charges, or (C) your request (except in the event that You move and have notified YSG of your move in accordance with Section 88.2.1(b)), or (iv) if there is a change in VDER policies or in any rules or criteria established by the NYSERDA, the NYSDPS or your Electric Utility that has an adverse impact on your Subscription, YSG or the Solar Garden.

If We terminate this Agreement in accordance with Section 8.1.2(b)(iv), We will prorate the Monthly Subscription Fee in respect of the month in which the termination becomes effective and You will not be responsible for the Termination Fee. If We terminate as otherwise provided with this Section 8.1.2, We will

prorate the Monthly Subscription Fee in respect of the month in which the termination becomes effective and You will be responsible for the Termination Fee.

8.1.3 We will give to You prompt notice following any action We take pursuant to Section 8.1.1 or Section 8.1.2.

8.2 Moving or Early Termination by You.

8.2.1 If You move, You may transfer your Subscription and this Agreement to your new Electric Utility account so long as:

(a) You remain in the same New York Independent System Operator (“NYISO”) zone of the same Electric Utility; and

(b) at least ninety (90) days in advance of your move, You notify YSG through the YSG Community Solar portal, by phone or by written notice.

If your Subscription transfer results in a change to your enrollment information, an additional credit check and underwriting may be required. You will not be subject to any transfer fees.

If You are no longer in the NYISO zone of the same Electric Utility and We do not have an Alternative Solar Garden in the new zone or there is no available capacity in our Alternative Solar Garden in the new zone, You may terminate this Agreement; provided, however, You will be responsible for the prorated portion of the Monthly Subscription Fee in respect of the month in which the termination becomes effective.

8.2.2 You may terminate this Agreement without penalty (a) within three (3) days of its execution, or (b) at any time prior to the commencement of the Subscription Term if the Subscription Term has not commenced within eighteen (18) months of the execution date of this Agreement. Agreements terminated after three (3) days will be subject to a \$100 termination fee. The termination fee will be waived if the subscriber finds their own replacement for this Agreement.

8.3 Effect of Termination; Termination Fee.

8.3.1 Termination of this Agreement will not affect the electrical service that You receive from your Electric Utility, except that You will no longer receive the VDER Credits associated with your Subscription and any subsequent issues impacting the electric service that You receive from your Electric Utility will be between You and your Electric Utility.

8.3.2 Upon termination of this Agreement, all rights associated with your Subscription shall automatically revert to YSG, and YSG shall be entitled to transfer, assign or sell such rights to any other person or entity.

8.3.3 If We terminate this Agreement for a reason set forth in Section 8.1.2(b)(i), (ii) or (iii), or if You terminate this Agreement for any reason other than as set forth in Sections 8.2.1 or 8.2.2, You will be required to notify YSG at least sixty days (60) day’s prior to the effective cancellation date. You will not be subject to a termination fee, provided, however, you will be responsible for the prorated portion of the Monthly Subscription Fee in respect of the month in which the termination becomes effective.

8.4 Change to Subscription Size.

8.4.1 You may request an increase, or, if required under any rule or criteria established by the NYSERDA, the New York State Department of Public Service (“NYSDPS”) or your Electric Utility, a decrease, to the size of your Subscription by submitting your request to YSG through the YSG Community

Solar portal, by phone or by written request, and YSG shall accommodate such a request, provided that: (i) the change does not violate any rule or criteria established by the NYSEERDA, the NYSDPS or your Electric Utility, and (ii) in the case of a requested increase, there is available capacity at the Solar Garden or in an Alternative Solar Garden (in which case, your entire Subscription shall be assigned to such Alternative Solar Garden).

8.4.2 YSG shall notify You as to whether your request can be accommodated and, if applicable, the date upon which the change shall become effective. Any change to the size of your Subscription will require at least one hundred twenty (120) days to become effective. Upon a change to the size of your Subscription, YSG will replace the Production Guaranty attached hereto as Exhibit A, to reflect the change.

8.4.3 In the event of a decrease in the size of your Subscription, on the date that the change becomes effective, all rights associated with the decreased portion of your Subscription shall revert to YSG, and YSG shall be entitled, in its sole discretion, to transfer, assign or sell such rights to any other person or entity.

9. **SOLE WARRANTY.** THE ONLY WARRANTY ASSOCIATED WITH YOUR SUBSCRIPTION IS THE SOLAR GARDEN PRODUCTION GUARANTY ATTACHED HERETO AS EXHIBIT A. UNLESS SPECIFICALLY SET FORTH HEREIN, TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YOU WAIVE ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION, YSG DOES NOT REPRESENT OR WARRANT, ON AN EXPRESS OR IMPLIED BASIS, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR GARDEN OR ITS INSTALLATION OR THAT THE VDER CREDITS WILL BE DELIVERED BY YOUR ELECTRIC UTILITY. YSG HEREBY DISCLAIMS, AND YOU HEREBY WAIVE, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM THE VDER CREDITS.
10. **ASSIGNMENT.** YSG may assign, sell or transfer the Solar Garden and this Agreement, or any part of this Agreement, without your consent. In the event of any such assignment, YSG shall notify You of the assignment and be released from all of its further obligations under the Agreement. If requested by YSG, You agree to execute and deliver to any transferee, assignee or financing partner an acknowledgement and confirmation of your obligations under this Agreement as may be reasonably requested by it. Any assignment of YSG's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.
11. **LIMITATION OF LIABILITY.** YSG'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO YOUR DIRECT OR ACTUAL DAMAGES FOR YSG'S BREACH OF THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE AGGREGATE OF THE MONTHLY SUBSCRIPTION FEES ASSOCIATED WITH YOUR SUBSCRIPTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.
12. **APPLICABLE LAW; ARBITRATION.** PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

12.1 The laws of the State of New York will govern this Agreement without giving effect to conflict of laws principles. To expedite and control the costs of the resolution of disputes, claims or disagreements (each a “Dispute”) between us related to this Agreement, YSG and You agree that any such Dispute shall be resolved exclusively as set forth in this Section 12.1.

12.2 Unless otherwise agreed in writing, YSG and You agree to continue to perform each Party’s respective obligations under this Agreement during the course of the resolution of a Dispute. Before proceeding to arbitration as set forth in this Section 12, YSG and You agree to try first to resolve informally and in good faith any Dispute. Accordingly, You agree to send a written notice of a Dispute to YSG at the address set forth in Section 14, and YSG will send a written notice of a Dispute to You at the address set forth in Section 14. If YSG and You do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice is received, YSG or You may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the forty-five (45) days during which the parties try to informally resolve any Dispute.

12.3 If YSG and You cannot resolve the Dispute informally, the Dispute will be resolved by binding arbitration. **ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR.** This agreement to arbitrate Disputes is governed by the Federal Arbitration Act (“**FAA**”). The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (“**JAMS Rules**”) and under the rules set forth in this Agreement. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern.

12.4 **ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR YSG MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER SUBSCRIBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

12.5 You may, in arbitration, seek all remedies available to You under this Agreement as interpreted under New York law. If You initiate arbitration against YSG, You will pay the costs associated with the arbitration if it is not decided in your favor. If YSG decides to initiate arbitration against You, YSG will pay the costs associated with the arbitration if it is not decided in YSG’s favor. The arbitration hearing will take place in the federal judicial district of the Solar Garden, unless You and YSG agree to another location in writing. In order to initiate arbitration proceedings, You or YSG must take the following actions:

(a) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages You are seeking. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.

(b) Send three copies of the demand for arbitration to the current JAMS location in New York, New York.

(c) Send one copy of the demand for arbitration to the other Party.

You and YSG agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at the addresses set forth in Section 14.

12.6 In accordance with the FAA and the JAMS Rules, the arbitrator’s decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction.

12.7 Notwithstanding any other provision of this Section 12.1, You may contact the NYSDPS at any time regarding a complaint about your subscription by calling 1-800-342-3355 or online at www.askpsc.com.

- 13. WAIVER.** Any delay or failure of a Party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision; or (ii) affect the validity of this Agreement.
- 14. NOTICES.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail to the addresses listed below:

If to YSG:

YSG Community Solar LLC
79 Madison Ave, 8th Floor
New York, NY 10016
Facsimile No: (877) 255-5835
Email: CSG@ygsolar.com

If to Subscriber:

[_____]
[_____]
[_____, NY [_____]]
Email: [_____]

Each Party shall deem a document faxed or sent via electronic mail in PDF as an original document. You or YSG may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section 14.

- 15. REGULATORY AND LEGAL COMPLIANCE.** You understand and hereby accept that the VDER Credits are made available to You under this Agreement pursuant to YSG's participation in the community solar program established by NYSDPS. As a consequence, the terms of this Agreement shall be modified and amended if required to comply with any order or regulation of the NYPSC, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Agreement. YSG will notify You in writing of all such modifications and amendments and You shall be bound by these modifications and amendments without a writing signed by You and YSG. You shall likewise comply with all of the rules stated in your Electric Utility's applicable tariff related to this Agreement, as the same may be revised from time to time. In the event of any conflict between the terms of this Agreement and your Electric Utility's tariff related to this Agreement, the provisions of the tariff shall control.
- 16. MISCELLANEOUS** This Agreement, including the exhibits attached hereto, contains the entire agreement between You and YSG regarding your Subscription. There are no other agreements regarding this Agreement, either written or oral. Except as provided above in Section 10, any change to this Agreement must be in writing and signed by both parties. 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 re-written so as to make them enforceable. Nothing in this Agreement shall be construed as creating any partnership, joint venture or other business relationship between You and YSG. You shall not, for any purpose, be considered to be an agent of YSG. You agree that you are not relying on any representation, warranty or promise with respect to YSG.

- 17. ACCEPTANCE.** By signing below, You accept the terms of this Agreement and acknowledge that (i) You have read this Agreement; (ii) the terms of this Agreement are valid and enforceable against You and any other persons listed on your Electric Utility bill; and (iii) You have the right and authority to enter into this Agreement on behalf of yourself and any other persons listed on your Electric Utility bill.

YSG SOLAR COMMUNITY SOLAR LLC

SUBSCRIBER

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT A

PRODUCTION GUARANTY

1. **PRODUCTION GUARANTY.** This Production Guaranty (this “**Production Guaranty**”) details YSG’s promise to You regarding the energy production of the Solar Garden. YSG guaranties that during the Subscription Term the Solar Garden will generate the guaranteed annual kilowatt-hours (kWh) associated with the size of your Subscription as set forth in the table set below (“**Guaranteed Annual kWh**”):

YEAR	GUARANTEED KWH ASSOCIATED WITH YOUR SUBSCRIPTION SIZE
1	

“**Actual Annual kWh**” means the actual kWh produced by the Solar Garden associated with the size of your Subscription during each year of the Subscription Term, plus any “**Excluded Lost Generation**”, associated with the size of your Subscription as defined in Section 4, below.

“**Guaranteed Price per kWh**” means [\$x.xxxx per kWh] with an annual increase of [words] (x.xx%).

If at the end of each successive twelve (12) month anniversary of first date of the Subscription Term (“**Subscription Start Date**”) date, the Actual Annual kWh are less than the Guaranteed Annual kWh, then, within thirty (30) days of the end of the calendar year, We will credit to your Monthly Statement an amount equal to the difference between the Guaranteed Annual kWh and the Actual Annual kWh *multiplied by* the Guaranteed Price per kWh (defined below).

For example, if the first twelve (12) month period commences on October 1, 2019 and ends on September 30, 2020, and the energy the Solar Garden actually generates is less than the energy the Solar Garden was guaranteed to generate during such twelve (12) month period, within thirty (30) days after December 31, 2020, We will credit to your Monthly Statement the difference in the Actual Annual kWh and the Guaranteed Annual kWh *multiplied by* the Guaranteed Price per kWh. See the table below for a sample calculation:

Example Guaranteed Annual kWh	Example Actual Annual kWh	Example Guaranteed \$/kWh Price	Example Payment to You
10,000	9,500	\$0.10	\$50.00

2. **EXCESS PRODUCTION.** If, at the end of each successive twelve (12) month anniversary of your Subscription Start Date, the Actual Annual kWh is *greater* than the Guaranteed Annual kWh during such twelve (12) month period, for purposes of this Production Guaranty, YSG will carry over this surplus and may use this surplus to offset a deficit in Actual Annual kWh that may occur in the future.
3. **MAKING A CLAIM.** You can make a claim for compensation under the Production Guaranty by: (1) emailing us at our email address given in Section 14 of the Agreement; or (2) writing us a letter

and sending it overnight delivery by a well-known overnight courier service to the address given in Section 14 of the Agreement.

4. EXCLUSIONS AND DISCLAIMER. Any lost energy production resulting from the following shall be “**Excluded Lost Production**” for purposes of calculating the Production Guaranty:

- (i) destruction or damage to the Solar Garden or its ability to safely produce power not caused by YSG or its approved service providers while servicing the Solar Garden (i.e., if a tree falls on the Solar Garden, We will repair the Solar Garden reasonably promptly in accordance with Prudent Industry Practices, but any lost generation during the interim will be Excluded Lost Production); and
- (ii) any other Force Majeure Event; provided that YSG shall use reasonable commercial efforts to mitigate or remedy the Force Majeure Event promptly, in accordance with Prudent Industry Practices. A “**Force Majeure Event**” means any event, condition or circumstance beyond the control of and not caused by YSG’s fault or negligence. It includes, without limitation, a material reduction in the electricity being produced by the Solar Garden due to: acts 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; vandalism beyond that which could reasonably be prevented, explosion; fire; smoke or other particulates from volcanic eruption, earthquake; abnormal weather condition or actions of the elements or other severe natural occurrence, including without limitation hurricane, ice storm, tornado, flood, lightning, wind, or drought; the binding order of any governmental authority; the actions or failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); a change in law or regulations; unavailability of power from the utility grid, equipment, supplies or products (but only to the extent that any such availability of any of the foregoing does not result from YSG’s failure to have exercised reasonable diligence); power or voltage surge caused by someone other than YSG; and failure of equipment not owned by YSG or under its control. YSG may also declare a Force Majeure Event if: (i) YSG enters into a purchase power agreement (“**PPA**”) governing the Solar Garden and the counterparty to that PPA materially breaches the PPA, (ii) YSG declares an event of default against the counterparty to such a PPA, and that counterparty fails to cure the event of default in the cure period applicable under the PPA, or (iii) the PPA is terminated for any reason other than a breach by YSG.

5. LIMITATION OF LIABILITY. YOU MAY RECOVER UNDER THIS PRODUCTION GUARANTY ONLY AMOUNTS DUE PURSUANT TO SECTION 1 OF THIS PRODUCTION GUARANTY. IN NO EVENT SHALL YSG BE LIABLE TO YOU FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

6. ASSIGNMENT AND TRANSFER OF THIS PRODUCTION GUARANTY. YSG may assign its rights or obligations under this Production Guaranty to a third party without your consent, provided that any assignment of YSG’s obligations under this Production Guaranty shall be to a third party reasonably determined by YSG in its sole discretion to be qualified to perform such obligation. This Production Guaranty protects only the Subscriber named in the Agreement.

EXHIBIT B

[Related Forms Attached Hereto]

- A. Electric Utility CDG Agent Authorization Letter
- B. Notice of Cancellation
- C. ESCO Consumer Bill of Rights

EXHIBIT B -- ATTACHMENT A

ELECTRIC UTILITY CDG AGENT AUTHORIZATION LETTER

_____ certifies that it provides authorization for YSG Community Solar LLC to request and receive that customer's historical energy consumption usage, electric rate class, electric account number and customer's service address. YSG Community Solar LLC will access this information during your subscription term and up to six months after your agreement expires. Information will be used to advise on energy reductions methods and recommend CDG subscription credit allocation. Electric Utility shall not be responsible for any contractual arrangements or other agreements between the CDG Host and CDG Satellite, including contractual terms, pricing, dispute resolution, and contract termination. CDG Host will have access to this information for the term of the subscription agreement.

Subscriber

Subscriber Signature

Date

EXHIBIT B -- ATTACHMENT B

NOTICE OF CANCELLATION

Date of Transaction: _____

[DATE YOU SIGNED THE SOLAR COMMUNITY SUBSCRIPTION AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any payments made by You under the SOLAR COMMUNITY SUBSCRIPTION AGREEMENT will be returned within TEN BUSINESS DAYS following receipt by YSG of this Notice of Cancellation, along with the Enrollment Fee, if applicable.

To cancel this transaction, mail, deliver, fax or email a signed and dated copy of this Notice of Cancellation to YSG at:

YSG Community Solar LLC
79 Madison Ave, 2nd Floor
New York, NY 10016
Facsimile No: (877) 255-5835
Email: billing@ysgsolar.com

NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date You signed the SOLAR COMMUNITY SUBSCRIPTION AGREEMENT.

I, [NAME], HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Subscriber's Signature:

EXHIBIT B -- ATTACHMENT C

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - o price and all variable charges or fees;
 - o length of the agreement;
 - o terms for renewal of the agreement;
 - o cancellation process and any early termination fees, which are limited by law; and
 - o conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: www.AskPSC.com