East Light Partners

Community Solar Subscription Agreement

This **COMMUNITY SOLAR SUBSCRIPTION AGREEMENT** (together with all schedules and attachments referenced in its text as if set forth herein in full, this "**Agreement**") is made and entered into on ________ __, 2018 (the "**Effective Date**") by and between the parties listed below:

East Light Partners, PBC
552 Massachusetts Avenue, Suite 201
Cambridge, MA 02139
Attn: Community Solar

Phone: (857) 600-0205

Email: communitysolar@eastlightpartners.com

Website: www.eastlightpartners.com

Customer: ____

Address: ____

Phone: ____

Email: ____

Definitions. Throughout this Agreement, the words **"we"**, **"us"** and **"our"** mean East Light Partners, PBC, or if East Light Partners, PBC transfers or assigns this Agreement then the Project Owner as described further below to which the Agreement is transferred or assigned. The words **"you"** and **"your"** refer to the person(s) identified above and whose signature appears on this Agreement under the word "**Customer**".

You and we are sometimes referred to in this Agreement, individually, as a **"Party"** and, together, as the **"Parties"**. Other capitalized words used in this Agreement have the meanings given to them in bold font contained in quotation marks, including in the "**General Terms and Conditions**" attached as Schedule B, which is a part of this Agreement.

Description of Agreement. This Agreement is a legally binding contract. It governs the terms and conditions under which:

(a) we will arrange for the right to transfer and assign to you a portion of the Utility Credit calculated by the Utility in connection with the electricity generated and delivered to the Utility by the Community Distributed Generation Project identified on Schedule A (the "**Community Solar Project**"); and

(b) you will receive and purchase from us and we will arrange for the allocation to your Utility Account of your portion of such Utility Credit.

Purchase and Sale of Utility Credit. You agree to purchase the Utility Credit at the rates described in Part 3 of Schedule A (the "**Applicable Rate"**), which shows the percentage discount which will be applied to the Utility's prevailing VDER Tariff Rate as described further below and in Schedule A. The Utility Credit will be calculated and allocated to your Utility Account in U.S. dollars. Ownership, title and risk of loss of any Utility Credit will transfer to you upon the Utility's calculation of the VDER Credit under the Project Owner's utility account in accordance with applicable law and the tariffs of the Utility.

Monthly Charges and Billing. Each month, you will pay to us using Automated Clearing House ("**ACH**"), in accordance with the terms set forth in Attachment 2 or by check, the Applicable Rate for each kilowatt hour of Utility Credit allocated to your Utility Account regardless of your usage of electricity and the amount due to your Utility. Any unused Utility Credits in a given billing period will be treated by the Utility in accordance with your electric utility's VDER Tariff document. As of the date of this Agreement, for *[Applicable Utility]* this Tariff document is *[Applicable Tariff]*. You will not be permitted to receive any payments in cash for any portion of the VDER Credit allocated to your Utility Account, including any portion that may remain unused or which has not been applied to actual amounts due by you to the Utility under your Utility Account bills at any time.

Monthly Statement and Payment. We will provide to you a monthly statement showing a summary of the charges that you incurred from us including (a) the amount and value of the Utility Credit allocated to your Utility Account during the prior Billing Month, (b) the Applicable Rate, (c) sales taxes or other charges imposed by any governmental authority on our sale to you of the Utility Credit and the other services provided to you under this Agreement or on the Project Owner and passed through to us under our agreement with the Project Owner and (d) the total amount due from you to us (the **"Monthly Statement"**). You agree to pay us the total amount due shown on each Monthly Statement by check mailed to the address shown on the Monthly Statement or by Automated Clearing House ("**ACH**") payment, in accordance with the terms set forth in Attachment 2; within the time period shown on such Monthly Statement, which will be no later than 20 days after the date of such Monthly Statement. You will continue to receive monthly bills from your Utility and your competitive electricity supplier, if any. The amount of Utility Credit applied to your Utility Account will be shown on your bills from the Utility. You may still need to make payments to the Utility for its provision of electricity and delivery services to you and for amounts you owe to your competitive electricity supplier, if any, not covered by the Utility Credit allocated to your account.

Project Not Yet Constructed. You understand that, as of the date of this Agreement, the Community Solar Project may or may not have been built or yet begun to operate or generate electricity from which the Utility Credit can be calculated by the Utility. We will not be able to allocate and sell to you and you will not be able to receive any Utility Credit from the Community Solar Project until the date it has been fully constructed, has received permission from the Utility to begin to operate, and the Utility has begun to measure, calculate, and allocate the Utility Credit according to law and the Utility's procedures. This date is the "**Credit Start Date**." You understand that our obligations under this Agreement are contingent upon achievement of the Credit Start Date within nine (9) months of the date of this Agreement, and that if the VDER Start Date is not achieved, this Agreement will be terminated as described below.

Refundable Reservation Deposit. We acknowledge that you have paid us a refundable deposit in the amount of $[___] (the "**Reservation Deposit**"). We will refund your Reservation Deposit to you within thirty (30) days of the payment of your first monthly bill to the Community Solar Project. If the Credit Start Date does not happen before the date that is nine months after the date of this Agreement, we may return to you the full amount of the Reservation Deposit, and you agree that this Agreement shall be terminated and that we will have no further obligations or liabilities to you under this Agreement or under common law or equity.

Term. The term (**"Term"**) of this Agreement will begin on the date on the first page of this Agreement and will end five (5) years after the date on which the Utility issues to you its first invoice on which it allocates Utility Credit from the Community Solar Project to your Utility Account, unless earlier terminated as specifically provided for in this Agreement.

Your Obligations to the Utility, any Competitive Supplier and to Us. You must continue to maintain the Utility Account during the Term of this Agreement. You must take electric service at your residence under your Utility Account in your own name. You will continue to be obligated to pay all amounts due to the Utility under your Utility Account as well as any amounts due to your competitive supplier, whether under a combined bill or separate bills.

Electronic Statements. If you give us permission to send you Monthly Statements and other communications from us including the Project Owner in electronic format instead of paper format, please complete the Consent to Receive Electronic Communications attached to this Agreement as Attachment 1. If you do not want to receive electronic communications from us, we will deliver to you Monthly Statements and other communications from us through the United States Postal Service.

Automatic Payments. If you would like to give us and the Project Owner permission to set up automatic scheduled payments by debiting from your checking account the amount due under each Monthly Statement, please complete the Consent to Make Automatic Payments attached to this Agreement as Attachment 2.

Late Payments. Any late payment will incur a late fee ("**Late Fee**") equal to the lower of (a) 1.5% of the amount due under each Monthly Statement more than 30 days past due and (b) the maximum rate permitted by applicable law. The Late Fee is an administrative charge to compensate us for costs we incur as a result of late payments by you. It is not an interest or finance charge. If you dispute any Monthly Statement, you must pay the full amount due and notify us in writing of the factual basis, including documentation, for the dispute. If the dispute is resolved in your favor, we will refund the relevant amount to you within 30 days after resolution of the dispute.

Returned Payments. Any payment (whether by check or Automatic Payment) that is dishonored or returned for any reason, including without limitation insufficient funds in your checking account, will incur a fee ("**Returned Payment Fee**") equal to the lower of (a) $20 and (b) the maximum amount permitted by applicable law. The Returned Payment Fee is an administrative charge to compensate us for costs we incur as a result of returned payments. It is not an interest or finance charge.

No Ownership of Community Solar Project. You understand that you will not own any part of or any interest in the Community Solar Project, whether directly or indirectly. The Community Solar Project will be developed, constructed, owned and operated by a third party (a "**Project Owner**"). We may enter into an agreement with a Project Owner under which we will have the right to sell the Utility Credit to you and allocate the Utility Credit to your Utility Account as well as other Utility Account holders who are located in the same utility load zone as the Community Solar Project. We may also assign this Agreement, in whole or in part, to a Project Owner.

Estimated Electricity For Utility Credit. Part 3 of Schedule A also shows the amount of electricity, measured in kilowatt hours, we estimate will be generated by the Community Solar Project in each year during the Term for which the Utility will calculate Utility Credit for allocation to your Utility Account. Due to a number of reasons, including but not limited to day-to-day, seasonal and other changes and variations in weather, the actual production of electricity will vary, and we cannot and do not guarantee the Community Solar Project will in fact produce electricity in such amounts. This amount is an estimate only, and we also cannot and do not predict the value of the Utility Credit that the Utility will calculate and allocate to your Utility Account.

Value of Utility Credit. The value of the Utility Credit allocated and applied to your Utility Account will be calculated based on the VDER Tariff identified on Schedule A in effect during the term of this Agreement. The Utility will update and change the VDER Tariff as required or permitted by law during the term of this Agreement. The VDER Tariff may be changed as frequently as twice per year or more and the value of the charges the Utility will use to calculate the Utility Credit under the VDER Tariff may change every month during the Term. The value of the Utility Credit per kilowatt hour of production from the Community Solar Project will also change and may be different from the cost per kilowatt hour of electricity and electric service you receive at your residence. Whether you purchase electricity from a competitive electricity supplier or receive Basic Service or Default Service electric supply from your Utility in addition to distribution services, the dollar value of the Utility Credit calculated under the Project Tariff may be higher or lower than the total cost per kilowatt hour of the electricity and electric services you receive at your residence.

Energy Requirements. You understand that this Agreement is not for delivery of any electricity to your residence. You acknowledge that you will need to maintain an account with your local electric distribution company, Utility or other electricity provider and remain connected to the local distribution network or electricity grid for the provision or delivery of electricity you need at your residence. You will be solely responsible for obtaining and paying for electricity and distribution services from your Utility or any other source or supplier.

Information; Authorizations; Power of Attorney. You hereby authorized us, including the Project Owner, to deliver to the Utility and keep on record with the Utility such documentation and information as may be required by the Utility for us to perform our obligations under this Agreement. You authorize us to provide to the Utility such information about your Utility Account and such other information from Schedule A as may be necessary for us to cause the Utility and the Project Owner to allocate, transfer and assign to you and apply to amounts due by you under your Utility Account your portion of the Utility Credit from the Community Solar Project. We will use such information to administer and maintain, in some cases directly and in others on the Project Owner's behalf, a list of and instructions to the Utility for allocating all participants who will receive a percentage share of the Utility Credit calculated by the Utility for the Community Solar Project. You hereby grant to us a power of attorney coupled with an interest and appoint us as your attorney in fact for all such purposes. You hereby confirm that all of the information provided on Schedule A is true, correct and complete.

Access to Your Utility Account and Utility Data. You agree to provide us with copies of and/or access to the invoices you receive from the Utility and other information associated with your Utility Account, including such data as may be made available by you or the Utility from the meter or meters installed by the Utility at your residence, for the purpose of executing this Agreement and verifying the delivery of Utility Credits to your Utility Account as expected by your electric Utility.

Credit Checks and Credit Reporting. You give us permission to check your credit rating, credit score and other credit files and records maintained by credit reporting bureaus and agencies for the purpose of checking your eligibility to participate in this Agreement according to our credit qualification requirements. In addition, you understand that if you do not make payments when due, we may report such delinquencies to credit reporting agencies.

Taxes. If any are imposed, you will be responsible for and will pay all sales taxes and other taxes and charges imposed upon the sale of Utility Credits from us to you under this Agreement. The Project Owner will be responsible for all income, gross receipts, ad valorem, personal property or real property or other taxes and franchise fees assessed against the Community Solar Project.

Your Options if You Move. If you decide to sell and/or move out of your home and moving will change your Utility Account, you may have the opportunity to have Utility Credit allocated to the utility account at your new residence where possible, or to identify a replacement customer for you such as a tenant, subject to the terms in the paragraph below titled "Potential Replacement Customer". If you want to transfer this Agreement to your new residence, it must be located within the same Utility's service territory and within the utility load zone as the one in which the Community Solar Project is located. In that situation, you may change the Utility Account to which your Utility Credit will be allocated. You must provide written notice to us of your new utility account information and such new utility account will then become the Utility Account to which we will direct the allocation of the Utility Credit. You understand that the date on which Utility Credit stops being allocated to your old Utility Account and begins being allocated to your new Utility Account may be subject to some delays as described under the paragraph entitled "Allocation Delays" below. If you own and decide to sell your residence, we request that you provide written notice to us of your intention to do so within five (5) business days after you engage a real estate agent, broker or other representative or otherwise make efforts to market or list or market your property. You will have the option to identify any person with whom you enter into a purchase and sale agreement for the purchase of your home as a Potential Replacement Customer. The process of our reviewing and approving such person as a Potential Replacement Customer will be subject to the terms in the paragraph below titled "Potential Replacement Customer." If you do not allocate your Utility Credit to your new residence or identify a qualifying replacement customer, you will be subject to the terms of the Early Termination Fee, as described in the paragraph below titled "Early Termination Fee; Time Period Before Cancellation Become Effective".

Early Termination of this Agreement. You may cancel and terminate this Agreement before the end of the Term in the following circumstances according to the options described in the following two paragraphs titled "Potential Replacement Customer" and "Early Termination Fee; Time Period Before Cancellation Becomes Effective". We may cancel and terminate this Agreement before the end of the Term in the event that the Credit Start Date does not occur within nine months of the date of this Agreement, provided that we refund to you your Reservation Deposit as provided in the section "Refundable Reservation Deposit," or as provided in the section "Unforeseen Problems; Our Optional Termination".

Potential Replacement Customer. If you wish to cancel and terminate this Agreement without any additional cost to you, all of the following are required: (1) you must provide written notice to us indicating a desired cancellation date which must be not less than (6) six months after the date you provide us your written notice; (2) you must identify the name, telephone number and email address of another person who you know is willing to enter into an agreement with us similar to this Agreement (a "**Replacement Agreement**") for the purchase of Utility Credit from the Community Solar Project (the "**Potential Replacement Customer**"); (3) such Potential Replacement Customer must provide us with or authorize us to obtain such information as we may request, including name, address, Social Security number, credit rating information and Utility account information including, without limitation, acceptable proof that (a) such Potential Replacement Customer is a customer of your Utility under a utility account for service to a meter which is located in the same utility load zone as the Community Solar Project and (b) such Potential Replacement Customer has a credit rating and other characteristics that meet our requirements. We may reject any Potential Replacement Customer who does not meet our requirements, in our sole discretion. If the Potential Replacement Customer meets our requirements and we enter into a Replacement Agreement with the Potential Replacement Customer, we will inform you in writing and this Agreement will be cancelled and terminated on a date we choose in the same calendar month as your desired cancellation date. As described below in the paragraph entitled "Allocation Delays," you will continue to receive and be obligated to pay us for Utility Credit allocated to your Utility Account until the effective date of the cancellation and termination of this agreement. If you do not timely identify a Potential Replacement Customer or if the Potential Replacement Customer does not meet our requirements and we do not enter into a Replacement Agreement with the Potential Replacement Customer, you may cancel and terminate this Agreement before the end of the Term only according to the following paragraph titled "Early Termination Fee."

Early Termination Fee; Time Period Before Cancellation Becomes Effective. If you do not wish to identify a Potential Replacement Customer or, if you do, but such Potential Replacement Customer does not meet our requirements and we do not enter into a Replacement Agreement with the Potential Replacement Customer, you may cancel and terminate this Agreement before the end of the Term by providing written notice to us together with your payment of a fee of Two Hundred Dollars ($200.00) (the "**Early Termination Fee**"). In this situation, we may not be able to terminate allocation of Utility Credits prior to cancellation of this Agreement. As described in the Section below, entitled "Allocation Delays" due to restrictions under applicable law, it may take us as long as six (6) months after cancellation of this Agreement before we can make effective the termination of allocation of Utility Credits. After cancellation of this Agreement, you may continue to receive and you will be obligated to pay us for Utility Credit allocated to your Utility Account for up to six (6) months after the date you select for cancellation of this Agreement. This obligation will cease to accrue as soon as the utility allocates Utility Credits to a Replacement Customer, but not later than six (6) months after the date you select for cancellation of this Agreement. If you are responsible for Utility Credits allocated after cancellation, we will bill you for Utility Credits allocated to your account, after we have determined the final amount applicable under this Agreement. You acknowledge and understand that unless and until we identify a suitable person to enter into a Replacement Agreement with us, we will incur losses, costs and other damages caused by your cancellation of this Agreement before the end of the Term of this Agreement. Such costs may include our lost revenues and costs in identifying a suitable person to enter into a Replacement Agreement as well as costs and losses under our agreement with the Project Owner. You also acknowledge that the actual amount of our losses, costs and damages may be difficult or impossible for us to calculate and that the amount of the Early Termination Fee, plus payment for the allocation of Utility Credits provided above, is a reasonable approximation of our losses, costs and other damages due to your cancellation of this Agreement in a circumstance where you do not identify to us and we do not enter into a Replacement Agreement with a Potential Replacement Customer who meets our requirements.

Allocation Delays. Under applicable law, we will only be permitted to make changes in The CDG Allocation Request Form once per billing cycle at least 30 days before the billing date. For this reason, there may be a delay of as long as three (3) months from the date you wish to begin receiving allocations of Utility Credit to your Utility Account or the date Utility Credit ceases to be allocated to your Utility Account after termination of utility service under the Utility Account identified in this Agreement. You will be charged for and are liable to pay for any Utility Credit actually allocated to your account until the Utility actually ceases allocating Utility Credit according to our instructions, for up to three (3) months after the date you have selected for cancellation of this Agreement or transfer of this Agreement to a new Utility Account. You can minimize any obligation under this paragraph by following the procedures described above.

Assignment of Agreement to Project Owner. We may transfer and assign this agreement to the Project Owner at any time, in whole or in part, together with some or all of our rights and obligations under this Agreement. If we choose to make such a transfer and assignment, we will inform you in writing that we have made such a transfer and assignment. At that time we will also notify you in writing of the identity and contact information of the Project Owner. If we will continue to coordinate certain aspects of this Agreement on behalf of the Project Owner, we will inform you of any changes in our contact information. The Project Owner will assume in full all of our rights and obligations arising under this Agreement from and after the date of our transfer and assignment. Upon our delivery to you of written notice of such a transfer and assignment, you will have released us of all of our obligations and liabilities under this Agreement from and after the date of such notice. After we send you written notice of such a transfer and assignment, East Light Partners, PBC, will no longer have any obligations to you under this Agreement.

Unforeseen Problems; Our Optional Termination. If there are unforeseen problems with performing our obligations under this Agreement due to the actions or omissions of the Project Owner, actions taken by or on behalf of you or other persons, a Force Majeure Event or a Change in Law (as defined in Schedule B – General Terms and Conditions), or due to the inaccuracy of any information that you provided and on which we relied, we reserve the right to terminate this Agreement by giving you ten (10) days prior written notice. If we terminate this Agreement before the Credit Start Date or before the entirety of the Reservation Deposit has been applied to amounts due to us from you or the Project Owner, we will refund to you the amount of the unapplied Reservation Deposit, if any, and will have no further obligations or liabilities to you.

Events of Default; Remedies. Your Event of Default under this Agreement, including a Payment Default, will allow us to choose certain remedies including terminating this Agreement, removing your Utility Account from the CDG Allocation Request Form we will keep on file with the Utility for the Community Solar Project, and requiring you to pay the Early Termination Fee.

Your Representations and Warranties to us. You hereby represent and warrant to us that: (a) you have read and you understand the terms of this Agreement including the Terms and Conditions attached as <u>Schedule B</u> and have had the opportunity to ask us questions and to seek advice of an attorney if so desired; (b) you are duly authorized to execute, deliver and perform this Agreement and that such execution, performance and delivery will not violate any law; (c) this Agreement is your valid obligation and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally); (d) your name is associated with the Utility Account and you have the full right, power and authority to enter into this Agreement; (e) your execution, delivery and performance of this Agreement will not conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which you are a party or by which you or your Property may be bound; and (f) all information that you have provided to us, and other facts, estimates and assumptions are accurate, true and complete in all respects. **Initials: ___________**

Our Representations and Warranties to you. We hereby represent and warrant to you that (a) East Light Partners PBC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and registered to conduct business in The State of New York; (b) our execution, delivery and performance of this Agreement have been duly authorized by all necessary company action; and (c) this Agreement is our valid obligation and it is enforceable against us in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

HEFPA Rights. You are entitled to protections pursuant to the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about your HEFPA protections are available online at http://www.dps.ny.gov. An annual notification of your rights under HEFPA will also be provided to you by *[Applicable Utility]*. If subsequent changes in applicable law require us to provide additional information about your rights, we will provide you with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

UPB-DERS Rights. You are entitled to protections pursuant to the Uniform Business Practices – Distributed Energy Resource Suppliers ("UPB-DERS"), which covers but is not limited to customer consent to sales agreements; general marketing standards; release and protection of customer information; conformance of third-party activities to applicable rules and regulations; customer inquiries and complaints; consequences for violations; and oversight requirements. More information about your UPB-DERS protections are available online at http://www.dps.ny.gov.

Dispute Resolution. If a dispute, disagreement, or claim is directed to *[Applicable Utility]*, you shall call *[Applicable Utility]* at 1 (***) ***-****. In the event of a billing dispute or disagreement involving our service under this Agreement, the parties will use their best efforts to resolve the dispute informally and expeditiously. You may also submit your dispute at any time to the New York State Department of Public Service (DPS) pursuant to its Complaint Handling Procedures or by calling the DPS at 1-800-342-3377, visiting their website at www.dps.state.ny.us, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

Cancellation Rights. In addition to your other rights to cancel this Agreement, **You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.** To exercise your right of cancellation, you may deliver a completed notice of cancellation using the form attached in duplicate to this Agreement as <u>Attachment 3</u>. Within ten (10) business days after our receipt of your written notice of cancellation, we will refund the Reservation Deposit to you in full by delivery of a check to your address listed on the first page of this Agreement.

Signatures.

Company:
East Light Partners, PBC
a Delaware public benefit corporation

By: ______________________________
Name: ___________________________
Title: ____________________________

Customer:
Signature:________________________
Name:__________________________
Date: ___________

Schedule A

1. **Community Solar Project**

Name of Project: _________________________

Project Owner: __________________________

Project Address: ________________________

____

____

Projected Utility Start Date:

Projected Utility Credit Value Allocated to Customer's Utility Account*: _____________

2. **Customer Utility Account Information**

Electric Utility Name: ___________________

Load Zone: ___________________________

Utility Account Number: __________________

Name Appearing on Utility Account: ______________________

Address Appearing

On Utility Account: ______________________

____

____

Utility Billing Date Each Month: _______

Cumulative Prior-12

Month Usage: $_____ _____kWh

Date Prior-12 Month

Usage Collected: _______________________

3. **Applicable Rate: 7.5% discount to the Utility Credit Value allocated to Customer's Utility Account, subject to a minimum value of $0.09/kWh generated by the Community Solar Project**

*This will be reset by the Utility as described in Value of Utility Credit above.

Schedule B

General Terms and Conditions

Definitions and Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement have the meanings specified in this Agreement; (b) the singular includes the plural and vice versa; and (c) the words "include," "includes" and "including" mean include, includes and including "for example and without limitation." The captions or headings in this Agreement are strictly for convenience and are not to be considered in interpreting this Agreement.

Change in Law. If any applicable law or regulation (other than a tax law) is enacted, modified or repealed after the date of the Agreement that establishes requirements affecting the performance of our obligations under this Agreement (a **"Change in Law"**) and such Change in Law has a material adverse effect on our cost of performing such obligations, we will have the right to terminate this Agreement.

Events of Default. The occurrence of any one or more of the following events with respect to one of the Parties (the **"Defaulting Party"**) will be an event of default (**"Event of Default"**) under this Agreement: (a) failure to pay any amount due and payable under this Agreement (**"Payment Default"**); (b) failure to substantially perform any other material obligation under this Agreement; (c) a representation or warranty of such Defaulting Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby; or (d) such Party (i) generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any voluntary proceeding under any bankruptcy or similar law, (iv) takes any action to effectuate or authorize any of the forgoing; (v) has an involuntary proceeding commenced against it under any bankruptcy or similar law, which involuntary proceeding has not been dismissed within 30 days of such commencement, (vi) becomes subject to a judgment or similar action against a substantial portion of its properties, which action has not been released within 30 days after being issued or levied (vii) acquiesces in the appointment of a receiver or similar person for itself or a significant portion of its property.

Remedies. On the occurrence of a Payment Default, the Party that is not the Defaulting Party (the **"Non-Defaulting Party"**) may suspend performance of its obligations under this Agreement if such Payment Default is not cured by the Defaulting Party within 10 days following receipt of written notice of such Payment Default. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement immediately upon written notice to the Defaulting Party following expiration of the foregoing 10 day period. On the occurrence of an Event of Default other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, following the Defaulting Party's failure to cure the Event of Default within 30 days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such 30 day cure period will be extended if and to the extent reasonably necessary to cure the Event of Default, if (a) the Defaulting Party initiates such cure with the 30 day period and continues such cure to completion and (b) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Event of Default. Nothing herein will limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become an Event of Default.

Force Majeure Event. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement (other than a payment obligation) because of events which are beyond the affected Party's reasonable control and do not result from such Party's negligence (a "**Force Majeure Event**"), that Party will be excused from performing those obligations affected by the Force Majeure Event (but only to the extent so affected), provided that: (a) the affected Party gives the other Party prompt written notice fully describing the particulars of the occurrence; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (c) the affected Party uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

No Warranty. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement, including arranging for the consent of the holders of any mortgages on your Property.

Assignment. You may not assign this Agreement without our prior written consent, which consent may not be unreasonably withheld or delayed. In addition to the transfer and assignment contemplated under the paragraph entitled "Assignment of Agreement to Project Owner", the Project Owner may, without your consent, (a) assign, mortgage, pledge or collaterally assign its interests in this Agreement to any lender or similar person providing financing for its business or affiliate's business, (b) assign this Agreement to its affiliate, or (c) assign this Agreement to any party succeeding all or substantially all of its assets. This Agreement is binding on and inures to the benefit of the successors and permitted assignees and may continue in full force and effect as an obligation of your estate upon your death or disability.

Amendments and Waivers. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the Party against whom the waiver or Amendment is being enforced. Your or our failure to enforce any term of this Agreement will not be deemed to be a waiver. Your or our exercise of any right or remedy under this Agreement will not constitute a waiver of any other right or remedy provide in this Agreement or by applicable law. Any waiver of a default or other matter under this Agreement will not, unless otherwise expressly stated in writing, waive any subsequent default or other matter.

Severable Provisions. If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions of this Agreement will remain in full force and effect.

Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

Not a Utility, Electricity Supplier or Broker. You acknowledge that we are not, and that our services to you and sale of Utility Credit under this Agreement will not cause us to become, an electric utility, a generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined in under New York law. If we are reasonably likely to become subject to regulation, then you agree to cooperate and assist us and restructure our relationship under this Agreement to preserve the parties relative economic interests and ensuring that we do not become subject to any such regulation. If we are unable to agree upon the terms of such restructuring, we will have the right to terminate this Agreement without liability.

Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance.

Binding Arbitration. To the extent permitted by applicable law, the Parties hereby agree all disputes or claims between them, including any arising under this Agreement will be settled at the election of either party without the consent of the other Party by binding arbitration administered by the American Arbitration Association (the **"AAA"**) regardless of the legal or equitable basis for such claim or the type of relief being sought. Neither you nor we agree to any arbitration on a class or representative basis and no arbitrator will have the authority to proceed on such a basis for any claim arising under this Agreement. IN THE ABSENCE OF THE AGREEMENT TO ARBITRATE IN THIS SECTION, EXCEPT IN CONNECTION WITH ANY CLASS ACTION, YOU AND WE MAY HAVE HAD A RIGHT TO BRING A DISPUTE OR CLAIM UNDER THIS AGREEMENT IN COURT OR BEFORE A JUDGE OR JURY. CERTAIN RIGHTS THAT YOU MAY HAVE HAD IN COURT MAY BE MORE LIMITED. EXCEPT AS PROVIDED IN THIS SECTION AND IN THE AAA RULES AND REGULATIONS, THE PARTIES HEREBY WAIVE SUCH RIGHTS. You may obtain information about initiating a claim with the AAA and copies of the current rules by contacting the AAA at 335 Madison Avenue, New York NY 10017-4605, **www.adr.org**, or 800-778-7879.

Limitations of Liability. NEITHER WE NOR OUR EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE MOST RECENT MONTHLY PAYMENT MADE YOU UNDER THIS AGREEMENT AS OF THE DATE THAT THE EVENTS THAT FIRST GAVE RISE TO SUCH LIABILITY OCCURRED OR THE PREVOIUS MONTHS' PAYMENTS PRECEDING THE DATE THAT THE EVENTS THAT FIRST GAVE RISE TO SUCH LIABILITY OCCURRED. THE PROVISIONS OF THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Attachment 1

Consent to Receive Electronic Communications

This policy describes how East Light Partners PBC delivers communications to you electronically. We may amend this policy at any time by sending you a revised version of the policy. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with thirty (30) days prior notice by posting notice of the change on our website.

Electronic delivery of communications

You agree and consent to receive electronically all communications, agreements, documents, billing statements, notices and disclosures (collectively, "Communications") that we provide in connection with your Community Solar Subscription Agreement or your Community Solar Project.

We will provide these Communications to you by emailing them to you at the primary email address provided by you in your Community Solar Subscription Agreement.

You may withdraw your consent to receive Communications electronically by writing to us at East Light Partners PBC, 552 Massachusetts Avenue, Suite 201, Cambridge, Massachusetts 02139, or by contacting us via the e-mail address provided in your Community Solar Subscription Agreement.

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail to the address you provided in your Community Solar Subscription Agreement.

It is your responsibility to keep your primary email address up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add East Light Partners PBC to your email address book so that you will be able to receive the Communications we send to you.

Agreed and Accepted:

Signature:________________________

Name:__________________________

Date: ___________

Attachment 3

Community Solar Subscription Agreement

– Form of Notice of Cancellation –

Under New York Law, You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be its main office or branch thereof, provided you notify the seller in writing at its main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement. Two copies of a form of cancellation are provided below.

NOTICE OF CANCELLATION **(YOUR COPY)**

DATE OF TRANSACTION: [______________]

(DATE)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM

TO EAST LIGHT PARTNERS, PBC,

AT 552 MASSACHUSETTS AVE, SUITE 201, CAMBIRDGE, MA 02139

NOT LATER THAN MIDNIGHT OF _____________.

(DATE)

I HEREBY CANCEL THIS TRANSACTION.

____

(DATE)

____

(BUYER'S SIGNATURE)

NOTICE OF CANCELLATION **(OUR COPY)**

DATE OF TRANSACTION: [______________]

(DATE)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM

TO EAST LIGHT PARTNERS, PBC,

AT 552 MASSACHUSETTS AVE, SUITE 201, CAMBIRDGE, MA 02139

NOT LATER THAN MIDNIGHT OF _____________.

(DATE)

I HEREBY CANCEL THIS TRANSACTION.

____

(DATE)

____

(BUYER'S SIGNATURE)

Consent Regarding Telephone and Electronic Communications

Without limiting any of our other rights or the rights of East Light Partners PBC, the Project Owner, or any person or entity acting on either's behalf (collectively, "Project Participants") may have, I consent to the Project Participants (and/or any person or entity acting on the Project Participants behalf or servicing the Agreement for the Project Participants) communicating with me, in connection with the Community Solar Project or this Agreement, using any telephone number, email address, or other contact information that I provided to you or any other Project Participant, or using any telephone number, email address, or other contact information that I provide in the future, or using any telephone number, email address, or other contact information that the persons listed any materials I have provided to you or any of the Project Participants now or in the future.

Any Project Participant may communicate with me using any current or future means of communication, including but not limited to: automated telephone dialing equipment, as defined by law, the FTC, or the FCC; artificial or pre-recorded voice messages; telephone or other electronic facsimile machine; SMS or text messages; and email directed to me at a mobile telephone service, or email otherwise directed to me. Any Project Participant may use such means of communication even if I will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

I agree to be contacted by Project Participants at the following phone numbers:

____ including my wireless number if provided, to receive offers related to East Light Partners PBC or other Project Participants products or services. Contact methods may include phone calls generated from an automated telephone dialing system or text messaging. I understand that I am not required to provide consent for these communications as a condition of purchasing any products or services from East Light Partners PBC.

Agreed and Accepted:

Signature:________________________

Name:__________________________

Date: ___________