



May 29, 2019

TO:

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission

In accordance with the guidelines identified on the New York Department of Public Service website, this application is submitted to complete the Distributed Energy Resource Supplier (DERS) Registration process.

This letter, along with the following supporting documents, is submitted by AES Distributed Energy, Inc. on behalf of RT52 Walden Solar 1, LLC.

Sincerely,

AES Distributed Energy, Inc.

desoc@aes.com
(303) 444-3020
4875 Pearl E. Circle #200
Boulder, CO 80301



DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

**FILL OUT AND SUBMIT THIS FORM IN MATTER 17-02273:
IN THE MATTER OF REGISTRATION FOR DER SUPPLIERS³**
(Attach additional sheets as necessary)

1. Business Information

Business Name: RT52 Walden Solar 1, LLC.

Address: 4875 Pearl East Circle, Suite 200

City: Boulder State: CO Zip: 80301

Telephone: 303-444-3020 Fax: _____

¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."

² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."

³ Instructions on registering and filing are available at

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70BABE01585257687006F3A57?OpenDocument>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here: _____

Type of Provider

CDG Provider _____ Mass Market On-Site DG Provider _____ Both _____

Energy Source: (i.e. solar, wind, etc.) Solar

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: c/o AES Distributed Energy, Inc.

Contact Name: Trey Hall, Director of Operations

Address: 4875 Pearl East Circle, Suite 200

City: Boulder State: CO Zip: 80301

Telephone: 303-444-3020 Fax: _____

Email Address: desoc@aes.com

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: The AES Corporation

Contact Name: Manuel Perez

Address: 4300 Wilson Blvd. #1100

City: Arlington State: VA Zip: 22203

Telephone: 703-552-1315 Fax: _____

Email Address: desoc@aes.com

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes _____ No _____

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

N/A

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

N/A

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:

N/A

List and describe of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

N/A

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: Woody Rubin, President

Address: 4875 Pearl East Circle, Suite 200

City: Boulder State: CO Zip: 80301

Telephone: 303-444-3020 Fax: _____

Email Address: woody.rubin@aes.com

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: Trey Hall, Director of Operations

Address: 4875 Pearl East Circle, Suite 200

City: Boulder State: CO Zip: 80301

Telephone: 303-444-3020 Fax: _____

Email Address: desoc@aes.com

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: Trey Hall, Director of Operations

Address: 4875 Pearl East Circle, Suite 200

City: Boulder State: CO Zip: 80301

Telephone: 303-444-3020 Fax: _____

Email Address: desoc@aes.com


3. Additional Requirements

(Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contractors and sub-contractors, that market on behalf of your company;
- [NYS DPS Office of Consumer Services Service Provider Form](#).

4. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature:  _____ Print Name: Woody Rubin

Title: President Date: 4/25/19

Company Name: AES Distributed Energy, Inc.

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 23, 2018.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State



Division of Corporations,
State Records and
Uniform Commercial Code

180322000236
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

DRAWDOWN
ACCT. # 01

APPLICATION FOR AUTHORITY OF

RT52 Walden Solar 1, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the foreign limited liability company is:

RT52 Walden Solar 1, LLC

If the name does not contain the required words or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following words or abbreviation is added to the name for use in this state:

(Do not complete this section unless the foreign limited liability company's true name is not available pursuant to §204 of the Limited Liability Company Law.) The fictitious name under which the foreign limited liability company will do business in New York is:

(The fictitious name must contain the words "Limited Liability Company" or abbreviation "LLC" or "L.L.C.")

SECOND: The jurisdiction of organization of the foreign limited liability company is:

Delaware

The date of its organization is: 3/16/18

THIRD: The county within New York state in which the office, or if more than one office, the principal office of the foreign limited liability company is to be located is: Orange County

(A county in New York is required. Please note that the limited liability company is not required to have an actual physical office in this state.)

FOURTH: The Secretary of State is designated as agent of the foreign limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served against him or her is:

Capitol Services, Inc.
1218 Central Avenue, Suite 100
Albany, NY 12205

FIFTH: (Check and complete the statement that applies)

The address of the office required to be maintained in the jurisdiction of its formation is:

2711 Centerville Rd.
Suite 400
Wilmington, DE 19808

No office is required to be maintained in the jurisdiction of its formation. The address of the principal office of the foreign limited liability company is:

SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of filing of this application.

SEVENTH: The authorized officer (e.g. "Secretary of State") in its jurisdiction of its formation where a copy of its articles of organization is filed is:

Delaware Secretary of State

The address of the authorized officer is:

401 Federal Street, Suite 4
Dover, DE 19901

/s/ Andrew Hall

(Signature)

Andrew Hall

(Type or print name)

Capacity of signer (Check appropriate box):

- Member
- Manager
- Authorized Person

Delaware

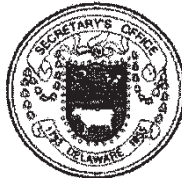
The First State

✓ Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RT52 WALDEN SOLAR 1, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF MARCH, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RT52 WALDEN SOLAR 1, LLC" WAS FORMED ON THE SIXTEENTH DAY OF MARCH, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6801451 8300

SR# 20182084293

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 202364656

Date: 03-21-18

SI-01

APPLICATION FOR AUTHORITY
OF

236

RT52 Walden Solar 1, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

Filed by: Capitol Services, Inc.
(Name)

1218 Central Ave. Ste 100
(Mailing Address)

Albany, NY 12205
(City, State and Zip Code)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 22 2018

TAX \$
BY

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DRAWDOWN ACCOUNT

NOTES:

1. This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited liability company to conduct business in New York State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
2. Attach a Certificate of Existence, Certificate of Good Standing or Certificate of Status from the official who files and maintains limited liability company records in the jurisdiction of the foreign limited liability company's formation.
3. The name of the foreign limited liability company and its date of formation provided on this document must exactly match the name of the foreign limited liability company and, if applicable, the date of formation stated in the Certificate of Existence, Certificate of Good Standing or Certificate of Status.
4. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
5. The application for authority must be submitted with a \$250 filing fee made payable to the Department of State.

(For office use only.)

RECEIVED

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State of New York
Department of State } **ss:**

I hereby certify, that RT52 WALDEN SOLAR 1, LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 03/22/2018. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 22nd day of March
two thousand and nineteen.*

A handwritten signature in black ink, appearing to read "Whitney Clark".

Whitney Clark
Deputy Secretary of State

COMMUNITY SOLAR AGREEMENT

Between _____ and _____

Agreement Date: _____

Summary of Key Terms and Conditions

This summary describes the key terms of your Community Solar Agreement. Read this document carefully so that you fully understand the Agreement. In the event that the terms in this description conflict with terms appearing elsewhere in the Agreement, the terms in the Agreement are controlling.

Customer:	[Enter Customer Name(s)]	
Email:	[Enter Customer Email]	
Phone:	[Enter Phone Number]	
Customer Billing Address	[Enter Address for Billing]	
Local Utility	[Enter Local Utility Name]	
Utility Account Number	[Enter Local Utility Account Number 1]	[Enter Local Utility Account Number 2]
Your Service Address	[Enter Customer Address as it Appears on Local Utility Bill 1]	[Enter Customer Address as it Appears on Local Utility Bill 2]
Length of Agreement	■ Years after the Start Date	
Bill Credit Discount	■ %	

Information about Guarantor (for businesses or other organizations)

Guarantor's Name	[Enter Guarantor's Name(s)]
Guarantor's Address	[Enter Guarantor's Name(s)]
Guarantor's Email	[Enter Guarantor's Email]
Guarantor's Phone	[Enter Guarantor's Phone Number]
Guaranty	Guarantor must execute a guaranty, the form of which is attached as <u>Exhibit A</u> .

Fast Facts About Your Agreement

Description of Your Community Solar Project

- The project (the “Solar Project”) will be a solar photovoltaic system located in your current Local Utility’s service territory and will be New York community distributed generation project(s).
- This Agreement entitles you to receive a “Bill Credit” on your Local Utility bill equal to the monetary value of your share of the kilowatt-hours of electricity generated each month by the Solar Project.
- This Bill Credit will appear on your electric utility bill and will be credited toward the amount you owe your Local Utility. Your payment to us under this Agreement, combined with your receipt of the Bill Credits on your Local Utility bill, will result in savings to you of █% off of the monetary value of the Bill Credits you receive.
- Subject to the terms and conditions of this Agreement, you will receive a bill from us for █% of the monetary value of the Bill Credits appearing on your Local Utility bill.
- The bill from us for █% of the value of the Bill Credits will arrive separately from your Local Utility bill.
- The amount of Bill Credits you receive on your Local Utility bill may vary each month depending upon how much energy the Solar Project generates, changes to your utility billing rate, weather conditions, and other factors. Therefore, your bill from us may also change each month.

The Agreement	This Agreement describes the terms and conditions of your participation in the Solar Project. The Agreement, and your payments under it, entitle you solely to Bill Credits, which may only be used to offset your own electric utility usage costs. This Agreement does not provide any ownership in the Solar Project, nor any attributes or commodities associated with the community solar project, such as environmental attributes often referred to as renewable energy certificates, nor “RECs,” nor any profit (through any tax credits, rebates, earnings, capital appreciation or otherwise) related to the Solar Project or entering into this Agreement.
Price	The subscription price is █ percent (█%) of the dollar amount of the Bill Credits allocated to you on your Local Utility bill. The dollar amount of the Bill Credits is the monetary value of your portion of the kilowatt-hours of electricity generated each month by the Solar Project. Your payment to us under this Agreement, combined with your receipt of Bill Credits on your utility bill, will result in savings to you of █% off the Bill Credits you receive.
Subscription Size	<ul style="list-style-type: none"> • Your subscription size will be expressed as a percentage of the total Bill Credits calculated for the Solar Project. • We determine your subscription size based on your energy consumption and costs in order to allocate Bill Credits from the Solar Project to your electric bill. • We will use reasonable efforts to maximize the share of Bill Credits allocated to your electric bill as permitted by applicable law,

	<p>regulation, utility tariffs, and other variables that may apply, including feedback from you.</p> <ul style="list-style-type: none"> The monetary value of Bill Credits is inherently variable, and we do not warrant or guarantee the amount of energy produced by the Solar Project or the value of Bill Credits allocated to you under this Agreement.
Amount Due at Signing	\$ 0
Residential / Consumer Customer Right to Cancel	If you are a residential / consumer customer, you have the right to cancel this Agreement with no charge or penalty prior to midnight of the third (3d) business day after the Effective Date of this Agreement. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (IN EXHIBIT C) FOR AN EXPLANATION OF THIS RIGHT.
Termination with Ninety (90) Days Written Notice	<ul style="list-style-type: none"> In addition to the termination right identified above, you may also terminate this Agreement as provided in the General Terms and Conditions by providing us with ninety (90) days written notice. Once we receive your written notice, we will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable by or after your termination date. You will remain responsible for paying the amounts due on all Monthly Statements issued to you prior to the effective date of your termination and such obligation shall survive termination.
Monthly Statements	<ul style="list-style-type: none"> Bill Credits will be posted directly on your Local Utility electric bill as a credit reducing the amount you owe the utility. You will receive a separate bill from us for the Bill Credits after they appear on your Local Utility bill for the value of the Bill Credits less the Bill Credit Discount listed on the first page. You may not receive our bill for the corresponding Bill Credits until several months after they appear on your Local Utility bill.
Start Date	The Start Date will be the day that your Local Utility first issues Bill Credits that appear in the Host Account (defined in Section 4) of the Solar Project from which you receive Bill Credits. The Solar Project to which you are subscribing may not be completed yet, and you may be placed on a waitlist until a Solar Project becomes available.
Length of Agreement	As set forth above, subject to the early termination provisions.
Solar Project(s)	<p>[Enter Project Names, if Known]</p> <p><u>Note:</u> If “Waitlist” is indicated above, we have not yet identified a solar project for you and you have been put on a waitlist for a solar project in your area. We will notify you once we have available capacity for you and are able to take you off the waitlist. We may not yet be working with a Project Owner in your area at the time this Agreement is signed and effective.</p>

Local Utility Data Sharing	<ul style="list-style-type: none"> • We may request from your Local Utility information about your energy consumption and electric bill, including but not limited to your outstanding balances, rate class, load zone, and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month. • By signing this Agreement you authorize us to obtain and share such information with affiliates and third parties in order to service your account and fulfill the terms of your agreement during the Term. Notwithstanding the above, you agree to execute any additional consent forms required by the Local Utility to authorize us to obtain and share such information. • Please review our website privacy notice which is currently available at the following link: https://bluewavesolar.com/privacy-policy. We may update this privacy notice and its URL, and may provide you with additional privacy notices as part of the application process.
Contact Information	<p>If you have any inquiries or complaints, please call (844) 786-4100 or email customercare@bluewavesolar.com.</p>
Customer Rights	<p>If you have inquiries or complaints that we are unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>

I. GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

1. **Parties.** In this Community Solar Agreement (this “Agreement”), the terms “you”, “customer” or “buyer” shall refer to the Customer indicated above (which includes any property owner, renter, or lessee, and any co-owner, co-renter, or co-lessee listed above, together with any of their estates, heirs, successors and permitted assigns). The terms “Seller”, “we”, “us”, “our” or “BlueWave” shall refer to BCS Customer Acquisition, LLC, a Delaware limited liability company (together with its successors and assigns). The two parties are collectively the “Parties” and each a “Party” to this Agreement.
2. **Project Owner.** The owner of the Solar Project (the “Project Owner”) will be a third party community distributed generating facility located in your Local Utility’s service zone where you are located. We may not yet be working with a Project Owner in your area at the time this agreement is signed and effective.
3. **Scope of this Agreement, Effective Date.** This Agreement is effective as of the date that we countersign this Agreement (the “Effective Date”). This Agreement shall not be considered consummated and binding on the Parties until the Effective Date. The Exhibits attached to this Agreement are incorporated by reference into and are considered a part of this Agreement.
4. **Bill Credits.** Your subscription constitutes your purchase of the Bill Credits allocated to you from the Solar Project. The Solar Project provides electricity to your Local Utility. In return for providing this electricity, your Local Utility will provide Bill Credits to a Host Account, which is the Solar Project’s account with the Local Utility (the “Host Account”). Your subscription is expressed as a percentage of the total Bill Credits provided to the Host Account on a given bill (“Subscription Percentage”). We will base your Subscription Percentage on your historical annual energy consumption and cost data and we may forecast such data if your Local Utility account has not been open for a full year in order to allocate Bill Credits that most closely align to your energy usage as permitted by law. We will provide you with notice of your Subscription Percentage after we have reviewed your energy consumption data and we reserve the right, but shall not be obligated, to adjust your Subscription Percentage upon reasonable notice to you.
5. **DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND THAT SOLAR PHOTOVOLTAIC (PV) GENERATION IS INHERENTLY VARIABLE AND UNPREDICTABLE. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR AMOUNT OF ENERGY SHALL BE PRODUCED BY THE SOLAR PROJECT OR THAT ANY PARTICULAR AMOUNT OF BILL CREDITS SHALL BE ALLOCATED TO YOU UNDER THIS AGREEMENT. DURING THE TERM, YOUR ALLOCATION OF BILL CREDITS MAY VARY DUE TO OUTAGES OR WEATHER CONDITIONS, OUTAGES AT THE SOLAR PROJECT OR ON THE UTILITY GRID, OR FOR OTHER REASONS. THE BILL CREDITS ALLOCATED TO YOU UNDER THIS AGREEMENT MAY NOT COVER THE FULL AMOUNTS DUE ON YOUR LOCAL UTILITY BILLS, AND YOU WILL NEED TO PAY ANY REMAINING BALANCES ON YOUR LOCAL UTILITY BILLS IN ADDITION TO THE MONTHLY STATEMENTS FROM US. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR PROJECT OWNER MAKES ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HERewith, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES

HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED HEREIN ARE "CONSPICUOUS" FOR THE PURPOSE OF SUCH APPLICABLE LAW.

6. **Subscription Price.** The subscription price is [REDACTED] percent ([REDACTED]%) of the dollar amount of the Bill Credits allocated to you (the "Subscription Price"). The value of the Bill Credits appears as a line item reduction on your Local Utility bill. The amount or value of Bill Credits allocated to you and the size of your subscription are based on your annual energy usage and cost expenditure; it is important to note that the amount or value of Bill Credits allocated from the Solar Project may fluctuate month to month as a result of weather, energy market pricing, utility tariffs, utility policy, changes in the governing regulations, generation from the Solar Project, or any other variables. This will mean that your New Monthly Charges (defined in Section 7 below) will also vary.

The dollar amount of the Bill Credits is the monetary value of your portion of the kilowatt-hours of electricity generated each month by the Solar Project. This Bill Credit will appear on and offset charges on your Local Utility bill. Your payment to us under this Agreement, combined with your receipt of Bill Credits on your utility bill, will result in savings to you of [REDACTED]% off the Bill Credits you receive. You agree to pay the Subscription Price (defined in this Section 6) for all Bill Credits that are shown on your Local Utility bill.

7. **Payments and Due Date.** Each month you will receive a "Monthly Statement" from us showing a summary of the charges you have incurred, including any previous balance, the New Monthly Charges, and your Total Amount Due. The amount of your "New Monthly Charges" is the product of (1) your Subscription Percentage; (2) the monetary value of the Bill Credits reflected on the Host Account for the Monthly Statement period in question; and (3) [REDACTED] percent ([REDACTED]%). Your Total Amount Due shall be your New Monthly Charges plus any previous balance and any adjustments that may be reflected on your Monthly Statement. The Monthly Statement shall also include your due date which shall be twenty (20) days from the date of the Monthly Statement, unless we provide you with notice of a different due date to be no sooner than twenty (20) days from the date of the Monthly Statement. Please note there may be a delay of several months between when the Bill Credits appear on your Local Utility bill and when you receive the corresponding Monthly Statement from us. This is designed so that you receive the Bill Credits before receiving our corresponding Monthly Statement. If you do not receive Bill Credits on your Local Utility bill, please contact us. You will be responsible for paying all amounts due on your Monthly Statements and for all Bill Credits that are allocated to your Local Utility bill.

(a) **Payments.** To make payments by credit card or an automatic debit from your deposit account via the automated clearing house network (ACH), you agree to the terms of the authorization agreement attached as Exhibit B.

(b) **Taxes.** You agree to pay all applicable taxes related to this Agreement. Any such taxes will be reflected on your Monthly Statement.

Your obligation to pay in full any amounts appearing on a Monthly Statement that are not paid as of the date of termination of this Agreement shall survive termination.

8. **Credit Check.** A consumer report may be ordered on you in connection with your purchase of Bill Credits. If you ask, we will tell you whether or not one was ordered and if one was, the name and address of the consumer reporting agency that provided it. Subsequent consumer reports may be requested or used in connection with an update, renewal or extension of this Agreement without further notice to you. You authorize us, or our designee, to obtain your credit report, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with the Solar Project Owner and our financing partners. You certify that all information you provide to us in connection with checking your credit is true and understand that this information must be updated upon request if your financial condition changes.
9. **Local Utility Account.** You authorize us to make corrections to and amend any Local Utility paperwork to conform to this Agreement. You also agree to provide ninety (90) days' notice to us under Section 14(c) if you are moving or intend to close your Local Utility Account.
10. **Express Consent.** If a telephone number that you provide to us in connection with this Agreement or otherwise is a number for a cellular phone, other wireless device, or a landline number that is later converted to a wireless device, you expressly consent to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us and / or our affiliates and agents. This express consent applies to each such telephone number that you have provided or will provide to us now or in the future and permits such calls regardless of their purpose. You understand that these calls and messages may result in access fees from your cellular provider that shall solely be your responsibility, and that the messages may be heard by family members or third parties.
11. **Project Not Yet Constructed.** You understand that, as of the date of this Agreement, it is possible the Solar Project has not been built and has not begun to generate electricity from which the Bill Credits can be calculated. We may also not yet be working with a Project Owner in your Local Utility's service territory. We will not be able to allocate and sell to you, and you will not be able to receive any Bill Credits, until after the date the Solar Project has begun commercial operation and the Local Utility has begun to measure, calculate and allocate Bill Credits.
12. **Delays in Adding or Removing Customers.** We may only be permitted to make changes to customers on a Solar Project at certain intervals or there may be delays experienced in the Local Utility's ability to incorporate the Bill Credits into customer bills. For these reasons, there may be a delay of several weeks from the date you wish to begin receiving allocations of Bill Credits to your Local Utility account even after the Solar Project is in operation or the date the Bill Credits cease to be allocated to your Local Utility account upon termination. We may also have a waitlist of customers and not be able to add you to a Solar Project until we are working with a Project Owner and space becomes available.
13. **Term.** This Agreement begins on the Effective Date and ends on the twentieth (20th) anniversary of the Start Date as defined immediately below (the "Term"), unless the Agreement is terminated or renewed pursuant to its terms. The Start Date is the first (1st) day on which the Host Account for the Solar Project reflects Bill Credits. You will be notified of the Start Date, but may not receive Bill Credits on your Local Utility bill until several months later.

14. Early Termination. This Agreement may be terminated as follows:

- (a) **At End of Term:** This Agreement shall automatically terminate at the end of the Term
- (b) **Your Rights under Exhibit C:** If you are a residential / consumer customer, you may terminate this Agreement within three (3) business days from the Effective Date by exercising your rights under Exhibit C.
- (c) **Early Termination by Customer:** You have the right to unilaterally terminate this Agreement. Notice must be given to us, in writing, at least 90 days prior to the termination request date. Once we receive your written notice, we will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable by or after your termination date. You will remain responsible for paying the amounts due on all Monthly Statements issued to you (whether sent electronically or posted to your online account) prior to the effective date of termination (which in no way shall be earlier than ninety (90) days following our receipt of the termination notice except in our sole discretion) and such obligation shall survive termination. To terminate this Agreement with ninety (90) days' notice, please provide notice as set forth in Section 26.
- (d) **Our Termination for Convenience:** We may terminate this Agreement on ten (10) days' notice to you if there are unforeseen events that prevent us from performing our obligations under this Agreement. We will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable on or after the date of termination. You will remain responsible for paying the amounts due on all Monthly Statements issued to you prior to the effective date of termination and such obligation shall survive termination.
- (e) **Our Termination for Cause:** We may terminate this Agreement if there is an Event of Default under Section 15. We will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable on or after the date of termination. You will remain responsible for paying the amounts due on all Monthly Statements issued to you prior to termination and such obligation shall survive termination.

15. Event of Default. You will be in default under this Agreement if:

- (a) you fail to pay the Total Amount Due appearing on your Monthly Statement for two (2) consecutive Monthly Statement periods and you have been provided written notice of such failure and fail to make a payment for the Total Amount Due within fourteen (14) days of such notice;
- (b) you fail to perform any other material obligation that you have undertaken in this Agreement and such failure continues for a period of fourteen (14) days after you have been provided notice from us;
- (c) you terminate your account with the Local Utility without providing us notice as set forth in Section 9, or you assign, transfer, sublet, or sell this Agreement without our prior written consent in accordance with Section 20; or

(d) you make an assignment for the benefit of creditors, admit in writing you are insolvent, file (or there is filed against you) a voluntary petition in bankruptcy, you are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity.

16. Remedies in Case of Default. If you are in default under this Agreement, we may take any one or more of the actions at our option:

(a) take any reasonable action to mitigate any loss attributable to your default. Any loss incurred by us will be added to the amount you owe and will be immediately due;

(b) recover from you a payment equal to any sums then accrued or due and owing plus all taxes, penalties, and interest;

(c) use any other remedy available in this Agreement or by law; and/or

(d) terminate this Agreement.

By choosing any one or more of these remedies, we do not give up our right to use another remedy. By deciding not to use any remedy when you are in default, we do not give up our right to use that remedy in case of a subsequent default.

17. Dispute Resolution. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of the Dispute has been delivered to either party, then either Party may pursue all of its remedies available hereunder. You have the right to contact the New York State Department of Public Service ("DPS") in order to file a complaint. The DPS' contact information is:

Website:

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/B40C096675BE10C085257687006F39E7?OpenDocument>

Telephone: 1-800-342-3377

Mailing Address: Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223

18. Indemnification. To the fullest extent permitted by applicable law, you shall indemnify, defend, protect, save and hold us harmless as well as our employees, officers, directors, agents, successors, and assigns, from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature arising out of, connected with, relating to, or resulting from your failure to comply with any of the terms of this Agreement, your negligence, or your willful misconduct or by any hazard covered by insurance in or on your premises or any action for subrogation that may be brought against us or any subcontractor of ours by any insurer

or insurance carrier, or its agents, or assigns. The provisions of this Section 18 shall survive termination of this Agreement.

19. Limitation of Liability; Damages.

Notwithstanding any other provision of this Agreement to the contrary and except with respect to indemnification of third party claims hereunder, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under this Agreement in excess of the Bill Credits you have received under this Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.

WITHOUT LIMITING THE FOREGOING AND EXCEPT WITH RESPECT TO THE INDEMNIFICATION OF THIRD PARTY CLAIMS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

20. Assignment of this Agreement. You agree that, without your consent, we may assign, sell, pledge, transfer, or encumber any of our rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (A) a bank, insurer, or other financial institution; or (B) any person or entity (i) succeeding to all or substantially all our assets or business or the division or region of us to which this Agreement relates, (ii) that directly or indirectly owns or acquires ownership of the Solar Project or the development rights thereto, or (iii) that owns another community solar project or the development rights thereto in the same Local Utility service territory; provided (with respect to this clause (B) and following clause (C)) the succeeding person or entity or transferee agrees to be bound to this Agreement; or (C) any affiliate of ours. Once we identify the Solar Project to which your subscription will be matched, we intend, but will be under no obligation, to assign this Agreement to the Project Owner or its designee. Any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. We will notify you of any assignment by us hereunder. You agree that you may not assign or transfer this Agreement without our written consent.

21. Ownership of Solar Project; Required Forms. You agree that you do not own any part of the Solar Project. The Project Owner owns the Solar Project for all purposes, including ownership of its attributes. You understand that any tax credits, incentives, environmental attributes, including renewable energy certificates (referred to as RECs), or other attributes of the Solar Project are owned by the Project Owner or the Local Utility. You agree not to make any claims or representations to the contrary, or take any actions, which would conflict with our rights to any incentives, including any environmental or renewable energy attributes.

22. Force Majeure Event. Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. A "Force Majeure Event" means any act or event that prevents or delays a Party from performing in whole or in part any obligation (other than obligations to pay money) arising under this Agreement, if such act or event is beyond

the reasonable control, and not the result of the fault or negligence of the affected Party and the affected Party is unable to overcome such act or event with the exercise of reasonable due diligence. A Force Majeure Event shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; or (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Party claiming a Force Majeure Event or as a result of such Party's failure to comply with a collective bargaining agreement). We shall have the option of terminating this Agreement if a Force Majeure Event continues for at least ninety (90) days. If we terminate this Agreement due to a continuing Force Majeure Event, you shall be responsible for making any and all payments due prior to the effective date of such termination.

- 23. Changes in Law.** If a new law or regulatory change is enacted, or there are any revisions in the implementation of amendments to, or interpretations of, any law, including, without limitation, changes affecting approved or anticipated rates, tariffs, taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission, or distribution of electric power and/or energy and/or Bill Credits that could affect the anticipated economic return to us under this Agreement, the eligibility of the Solar Project to generate or allocate Bill Credits, or actions or inactions of a government authority that prevents or delays our ability to perform our obligations under this Agreement (each a "Change in Law" or "Regulatory Change"), we shall have the right, at our option, to terminate this Agreement. If we terminate this Agreement due to a Change in Law or Regulatory Change as described in this Section 23, you shall remain responsible for paying the amounts due that appear on the Monthly Statements sent to you prior to the effective date of such termination. This Section 23 shall survive termination of the Agreement
- 24. Governing Law and Jurisdiction.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the New York, without regard to its choice of law principles. All actions related to this Agreement shall be brought exclusively in the Federal or state courts located within the City of New York, New York, and the parties hereby submit to the jurisdiction of such courts.
- 25. Waiver.** Any delay or failure of a Party to enforce any provision of this Agreement, including but not limited to any remedy listed in this Agreement, or to require performance by the other Party of any provision of this Agreement, shall not be construed to (i) be a waiver of such provision or a Party's right to enforce that provision; or (ii) affect the validity of this Agreement.
- 26. Notices.** All notices we send under this Agreement shall be sent, at our sole option, either (a) via electronic mail to the most recent electronic mail address that we have on file for you, except for default or termination notices, which must be sent pursuant to the next clause (b), or (b) in writing and by personal delivery, overnight courier, or certified or registered mail, return receipt requested sent to you at the most recent billing address that we have on file for you in our records. All notices that you send to us shall be addressed to BlueWave at:

111 Huntington Avenue, Suite 650
Boston, MA 02199

Attn: CS Operations

A Party's notice address may be to a third party designated to receive notifications and may be changed upon notice to the other Party sent in accordance with this Section 26, or by a telephone call to (844) 786-4100.

27. **Restriction on Participating in Other Solar Generation Facilities.** You understand and agree that if you purchase Bill Credits through this Agreement, you may not locate a net metered generation facility on-site or obtain credits from another community solar distributed generating facility. If you wish to locate a net metered generation facility on-site or obtain credits from another community solar distributed generating facility, you may terminate this Agreement with at least ninety (90) days written notice as set forth in Section 14(c). If you are a residential / consumer customer, you may also cancel this Agreement prior to midnight of the third (3d) business day after the Effective Date as set forth in Exhibit C.
28. **Entire Agreement; Counterparts; Amendments.** This Agreement, together with all Exhibits, Schedules and Addenda hereto, contains the Parties' entire agreement regarding the Solar Project and the sale and purchase of Bill Credits generated by the Solar Project. This Agreement may be executed individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute this Agreement. This Agreement, signed and transmitted in electronic form, is to be treated as an original document and the electronic signature of any Party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original. There are no other agreements between the Parties regarding this Agreement, either written or oral. Any amendment to this Agreement shall be in writing and signed by both Parties. The invalidity or unenforceability of any provision in this Agreement will not affect any other provision of this Agreement.
29. **Survival.** The applicable provisions of this Agreement shall continue in effect after the termination of this Agreement to the extent necessary to settle any accounts to be paid under this Agreement or other remedies and to provide for any indemnification of claims by third parties.
30. **Tax Provisions.** The parties intend for this Agreement to be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended, and this Agreement purports to be such. Neither Party will take any position on any tax return or related filing that is inconsistent with such intent.
31. **Swimming Pools.** Customer agrees not to use the energy for purposes of heating a swimming pool within the meaning Section 48(a)(3)(A)(i) of the Internal Revenue Code of 1986, as amended.

[Remainder of page left blank intentionally.]

II. Electronic Signatures

NOTICE: DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BY AFFIXING YOUR ELECTRONIC SIGNATURE, BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, (B) AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS, AND (C) ACKNOWLEDGE THAT IF YOU ARE A RESIDENTIAL / CONSUMER CUSTOMER, YOU HAVE BEEN NOTIFIED OF THE RIGHT TO CANCEL THIS CONTRACT PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE (AS DEFINED IN SECTION 3) WITHOUT CHARGE OR PENALTY. IF THE CUSTOMER IS A BUSINESS ENTITY, THE PARTY AFFIXING HIS/HER SIGNATURE ALSO REPRESENTS AND WARRANTS THAT S/HE IS PROPERLY AUTHORIZED TO DO SO AND HAS THE AUTHORITY TO BIND THE BUSINESS ENTITY TO THIS AGREEMENT.

III. NOTICE OF RIGHT TO CANCEL

**NOTICE OF RIGHT TO CANCEL
(RESIDENTIAL / CONSUMER CUSTOMERS ONLY)**
YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE (AS DEFINED IN SECTION 3). SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Customer: [enter customer name]

BCS Customer Acquisition, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(For Business Customers Only)

Date: _____

Date: _____

EXHIBIT A
FORM OF GUARANTY

[See attached]

GUARANTY

This Guaranty, dated [_____], is by [_____] (“Guarantor”) in favor of Seller as defined below.

As a condition to entering into that certain Community Solar Customer Agreement (the “Agreement”) between Customer and BCS Customer Acquisition, LLC or any of its successors or assigns (the “Seller”), Seller requires that Guarantor execute and deliver this Guaranty. Capitalized terms used but not defined herein have the meanings given such terms in the Agreement.

In consideration of Seller entering into the Agreement with Customer, Guarantor hereby agrees as follows:

1. Guarantor hereby represents and warrants to the Seller as follows:
 - a. Guarantor is an individual with full power, authority and legal right to execute and deliver this Guaranty and to perform its obligations hereunder.
 - b. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary actions on the part of the Guarantor.
 - c. This Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws or by general principles of equity.
 - d. There are no pending or, to Guarantor’s knowledge, threatened actions, suits or proceedings against Guarantor or affecting it or its properties before or by any court or administrative agency which, if adversely determined, would adversely affect its ability to perform its Guaranteed Obligations (as defined below) under this Guaranty.
2. Guarantor absolutely and unconditionally guarantees the timely and complete performance of all of Customer’s obligations under the Agreement, or any extensions, renewals, or modifications thereof (the “Guaranteed Obligations”). If Customer breaches any obligation under the Agreement, including timely payment of amounts due and performance of any covenant thereunder, then Guarantor, at his or her expense, shall on demand by Seller, fully and promptly pay such amount or perform such covenant.
3. The obligations of Guarantor are independent of the obligations of Customer. A separate action may, at Seller’s option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Customer, or whether or not Customer is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Seller against Customer arising out of, in connection with, or based upon the Agreement.
4. Guarantor waives any right to:
 - a. require Seller to proceed against Customer or any other person or entity or pursue any other remedy in Seller’s power;

- b. complain or delay in the enforcement of Seller's rights under the Agreement; and
- c. require Seller to proceed against or exhaust any security held from Customer.

5. The obligations of the Guarantor under this Guaranty shall not be altered, limited, impaired or otherwise affected by, and Guarantor waives any defense arising under or based upon: (a) any rescission of any demand for payment or performance of any of the Guaranteed Obligations or any failure by the Seller to make any such demand on the Guarantor, the Customer, or any other guarantor or to collect any payments from any such person or any release from any such person (or any successor to such person) or any other guarantor; (b) the disability or other defense of Customer; (c) the cessation from any cause of liability of Customer; (d) any acceleration, compromise, waiver, indulgence, rescission, in whole or in part, of the Guaranteed Obligations or any related agreement; (e) any change, whether direct or indirect, in the Guarantor's relationship to Customer; and (f) the taking of any action by Seller to enforce any Guaranteed Obligation or the agreement under which such Guaranteed Obligations arise against the Customer, or any other person.

6. Guarantor waives all demands upon notices to Customer and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guaranty.

7. This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Customer, or an assignment by Customer for the benefit of creditors, or any action taken or suffered by Customer under any insolvency, bankruptcy, reorganization, moratorium, or other debt relief act or statute, whether now existing or later amended or enacted.

8. Guarantor waives any right to assert against Seller any defense (whether legal or equitable), claim, counterclaim, or right of setoff or recoupment that Guarantor may now or hereafter have against the Customer. If Guarantor advances any sums to the Customer or its successors or assigns or if the Customer or its successors or assigns shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing by the Customer to Seller.

9. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors and assigns, and shall inure to the benefit of Seller and its successors and assigns. Guarantor may not assign its obligations under this Guaranty without the prior written consent of Seller. Seller may assign this Guaranty or sell, pledge, transfer, or encumber any of its rights hereunder to any person or entity. In the event of any such assignment by Seller, Seller shall so notify Guarantor. In no event will any such assignment by Seller in any way increase, supplement, duplicate or otherwise adversely affect the obligations or liability of the Guarantor hereunder. Any assignment by the Guarantor without the prior written consent of the Seller (given or withheld in the sole discretion of the Seller) shall be void ab initio and shall have no effect on the Seller's rights against the Guarantor hereunder.

10. In addition to the amounts guaranteed, Guarantor agrees to pay all attorney fees and all other costs and expenses incurred by Seller in enforcing this Guaranty or in any action or proceeding arising out of, or relating to, this Guaranty.

11. This Guaranty shall remain in full force and effect through the termination date under the Agreement (the "Termination Date"). This Guaranty shall automatically terminate, with no further action required by Guarantor, the Guaranteed Party, or any other person, on the Termination Date. Upon the termination of this Guaranty, Guarantor shall have no further liability hereunder, provided, however, that no such termination shall affect Guarantor's liability with respect to any obligation incurred prior to the time the termination is effective, which obligation shall remain subject to this Guaranty.

12. If any provision hereof or of any of the documents evidencing part or all of the Guaranteed Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of such documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Seller in order to carry out the provisions hereof. The invalidity or unenforceability of any provision of this Guaranty in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

13. THE GUARANTOR AND, BY ACCEPTING THIS GUARANTY, THE SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH THIS GUARANTY.

This Guaranty shall be governed, construed, and enforced in accordance with the laws of New York, without regard to its conflict of laws rules.

Guarantor Signature: _____

Guarantor Name: _____

Date: _____

EXHIBIT B

Automatic ACH and Credit Payment Authorization Form

(For online applications and contracts, payment authorization was collected as part of the online application process instead of through this Exhibit B)

In this Authorization, “I,” “me” and “my” mean the Account Holder(s) who sign this Authorization. “You,” and “your” means [Enter Name of Authorized Party], or any assignee.

By signing below, I authorize you to initiate regularly scheduled recurring charges against my credit card account identified below, or electronic fund transfers in the form of ACH debit entries from my deposit account identified below, and to credit those amounts (when received by you) to the amounts due under my Community Solar Customer Agreement (the “Agreement”) held by you (Agreement Number: _____). If necessary, I also authorize you to initiate one-time credit or debit transactions to correct any erroneous payment transaction.

I also authorize you to initiate a one-time transaction to collect a fee of (a) \$__ if any payment is rejected by my bank for any reason (such as insufficient funds), (b) to collect any late fee due under my Agreement, or (c) to collect any early termination fee due under my Agreement.

I understand that each transaction will appear on my bank statement.

Please complete the information below:

Type of Payment:

ACH Payment

Credit Card Payment

Payment Frequency:

Recurring Payments. My payments, in the amount that I owe each month under this Agreement, as shown on my monthly billing statement, will start following completion of the Solar Project (estimated start date: _____). I understand that the aforementioned start date is an estimate only and is subject to change, and that you will notify me of the payment start date before my payments begin, and that subsequent payments will occur on or around the same date each month thereafter. If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If my payment amount or date changes, I will receive notice from you at least 10 days prior to the payment being collected. If the outstanding balance I owe on my Agreement is less than the payment amount stated above, I understand and agree that the final payment will be an amount equal to my total outstanding balance.

Deposit Account Information for ACH Payments:

Type of Account: Checking Account Savings Account

Bank Name: _____

Bank Routing Number: _____

Account Number: _____

Name on Bank Account: _____

Credit Card Information:

Credit Card Type: _____
Cardholder Name: _____
Card Account Number: _____
Card Expiration Date: _____

Cardholder Billing Address:
Address: _____
City: _____
State: _____
Zip Code: _____
Phone No.: _____

I authorize you to initiate the ACH or credit card payment(s) described in this authorization form according to the terms outlined above. If I have authorized recurring payments, I understand that this authorization will remain in effect until my Agreement is paid in full or I cancel this authorization in writing by providing notice to BCS Customer Management, LLC, at 111 Huntington Avenue, Suite 650, Boston, MA 02199. I agree to notify you in writing of any changes in my account information or termination of this authorization at least three (3) business days prior to the next billing date. This payment authorization is for the type of payment indicated above. I certify that I am an authorized user of any credit card identified above, and that I will not dispute any scheduled payment provided the transaction corresponds to the terms of this authorization form. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the Rules and Operating Guidelines of NACHA (formerly known as the National Automated Clearing House Association). I request the financial institution that holds the account to honor all payments initiated in accordance with this authorization form.

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

EXHIBIT C

To cancel a transaction under the provisions of this Exhibit C please print and complete one of the following Notices of Cancellation and return it to us as instructed in the Notice. You may retain the second copy of this notice for your records. This cancellation right only applies if you are a residential / consumer customer and are to receive Bill Credits under the Community Solar Customer Agreement (the "Agreement") on a personal utility bill from the Local Utility. Capitalized terms used but not defined in this Notice shall have the meaning given to them in this Agreement.

NOTICE OF CANCELLATION

[enter effective 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 CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 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 CONTRACT OR SALE; 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

BCS CUSTOMER ACQUISITION, LLC

at

**111 HUNTINGTON AVENUE, SUITE 650
BOSTON, MA 02199**

.....
NOT LATER THAN MIDNIGHT OF

.....
(Date)

I HEREBY CANCEL THIS TRANSACTION.

.....
(Buyer's Signature)

Community Distributed Generation Disclosure Form

<p>Customer Information</p> <p>Distribution Utility</p>	<p>Name: [First Name] [MI] [Last Name] Service Address: [Service Address 1] [Service Address 2] [City, state, zip]</p> <p>Phone: [primary phone] Email: [customer email] Utility: [Utility]</p>	<p>Mailing Address (if different) [Mailing Address 1] [Mailing Address 2] [Mailing city, State, zip]</p>
<p>Overview</p>	<p>This document describes your community solar subscription agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p>	
<p>Price, Fees, and Charges</p>	<p>The subscription price is [redacted] percent ([redacted]%) of the monetary value of the Bill Credits allocated to you on your Local Utility bill. The dollar amount of the Bill Credits is the monetary value of your portion of the kilowatt-hours of electricity generated each month by the Solar Project.</p> <p>Solar generation is variable, so the Bill Credits you receive on your Local Utility bill and your monthly payments to us may vary month to month. Your allocation of Bill Credits may fluctuate due to outages at the solar project on the utility grid, weather conditions, energy market pricing, utility tariffs, utility policy, changes in the governing regulations, changes in the generation from the Solar Project, or other variables. The Bill Credits you receive will appear on your Local Utility bill and you will be provided with a Monthly Statement with the amounts owed to us.</p> <p>You understand that any tax credits, incentives, environmental attributes, including renewable energy certificates, or other attributes of the Solar Project are not owned by you. Such attributes are owned by the Project Owner or Local Utility.</p>	
<p>Project Location and Customer Allocation</p>	<p><i>[If assigned to project]</i> [Name: Project Name Location: Address, city, state, zip Size: total project size Estimated In Service Date: date</p> <p><i>[If project not yet determined]</i> [You are being assigned to a waitlist since we do not currently have an active project with capacity in your area. You will be assigned to a specific project as new projects come online and/or existing project capacity becomes available and will be notified via email with details about the project, including location. Your project may be located in one of the following communities, but this not guaranteed: [list potential municipalities]</p>	

	<p>We reserve the right to assign you to any eligible project based on available capacity and will notify you by email when you are assigned to a project. The size of your allocation is determined based on your historical usage over the previous 12 months and your allocation can be adjusted as your usage habits change over time in our discretion or upon your request.</p>
Length of Agreement and Renewal	<p>■ Years after Project Start Date. The Start Date is the first (1st) day following commencement of the Solar Project's commercial operation on which the Host Account for the Solar Project reflects Bill Credits in the Host Account.</p>
Early Termination	<p>You may terminate the contract by providing ninety (90) days written notice as set forth in Section 14(c) of the Community Solar Agreement. Once we receive your written notice, we will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable by or after your termination date.</p> <p>We may terminate the contract by providing ten (10) days' notice to you if there are unforeseen events that prevent us from performing our obligations under the contract. We will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable on or after the date of termination.</p> <p>We may terminate the contract if there is an Event of Default under Section 15 of the Community Solar Agreement. We will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable on or after the date of termination.</p> <p>You will remain responsible for paying the amounts due on all Monthly Statements issued to you prior to termination and such obligation shall survive termination. Please refer to Section 14 of the Community Solar Agreement for additional information.</p>
Estimated Benefits	<p>You will receive monetary bill credits on your Local Utility bill as a result of this Agreement. You will receive a bill from us for ■% of the monetary value of the Bill Credits, which will result in savings to you of ■% off of the monetary value of the Bill Credits you receive.</p>
Guarantees	<p>This contract will result in savings to you of ■% off of the monetary value of the Bill Credits you receive on your Local Utility bill. You will receive a bill from us for ■% of the monetary value of the Bill Credits appearing on your Local Utility bill.</p> <p>This contract does not guarantee a minimum level of system performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>We may request from your Local Utility information about your energy consumption and electric bill, including but not limited to outstanding balances and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month. By signing this Agreement, you authorize us to obtain and share such information during the Term.</p> <p>Please review our online privacy notice which is currently available at the following website: https://bluwavesolar.com/about-us/privacy-policy/. We may update this privacy notice and its location on the website, and may provide you with additional privacy notices.</p>
Right to Cancel Without Penalty	<p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying us at (844) 786-4100 or customercare@bluwavesolar.com.</p>

Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Preparer Name and Contact Information	Salesperson Name: <i>[partner rep name]</i> Email: <i>[partner email]</i>

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

BlueWave
111 Huntington Ave., Suite 650
Boston, MA 02199

BLUE WAVE

JANUARY 15, 2019



Community Solar Statement



Jane Doe
123 Main Street
Albany, NY 12230

Account Number: BW-12345



COMMUNITY SOLAR BILL SUMMARY

Credits show up as deductions on your electric bill. BlueWave bills you for those credits at a discount.* Thank you for supporting the development of clean energy projects.**

Previous Balance	\$	██████
Payments Received	(\$	██████)
Adjustments & Credits	\$	██████
New Monthly Charges	\$	██████
Account Balance	\$	██████

Total Charges Due \$ ██████
Due by 1/30/19

How your community solar charges are calculated

Utility Credit Amount	\$	██████
Your Solar Savings	(\$	██████)
New Monthly Charges	\$	██████



PAYMENT DETAILS

Make your life easier and sign up for autopay today. Until then, you can easily make payments online using the BlueWave Portal, or send us a check. **Payment due by 1/30/19.**



BlueWave Portal

Pay your bill online through the BlueWave Portal. Log-on today for easy access to manage your account, pay your bills & more.

bluewavememberportal.force.com



Mail

Please make checks payable to BCS Customer Management and include your account number in the memo line. Checks can be mailed to:

BCS Customer Management
111 Huntington Ave., Suite 650
Boston, MA 02199



MESSAGE CENTER

Your new bill

We hope you like the changes we've made in an effort to simplify your community solar bill. All of the information you're used to seeing in your monthly bill is here, it just might look a little different. Check out the enclosed letter for guidance if you're having trouble finding anything. As always, don't hesitate to contact us with any questions.

New payment instructions

Please note our new payment address and payee name in the Payment Details section of your bill. You now only need to send us a single check made payable to:

BCS Customer Management
111 Huntington Ave., Suite 650,
Boston, MA 02199



UTILITY BILL DETAILS

For more details on your BlueWave account and your billing history visit your portal at bluewavememberportal.force.com.

Depending on your utility billing cycle, the credits below are from **November - December.**

#	SOLAR SUBSCRIPTION	UTILITY ACCOUNT	CREDIT AMOUNT
01	Community Solar Farm	National Grid # [REDACTED]	\$ [REDACTED]

Total Credit Amount \$ [REDACTED]
Your Solar Savings (\$ [REDACTED])

Total New Monthly Charges \$ [REDACTED]

Have Questions?

Our customer support team is here to help and is available from M-F, 9AM - 5PM ET

▶ customercare@bluewavesolar.com

▶ (844) 786-4100

▶ bluewavesolar.com/contact

* Accounts are serviced by BCS Customer Management, LLC, and/or BlueWave Finance Group, LLC, which are in the BlueWave family of companies and may be reached by using the BlueWave contact information in this statement. The community solar project(s) to which you are subscribed is owned by a third party.

** You are receiving bill credits but will not receive renewable energy or environmental attributes from your community solar subscription.

RESIDENT'S GUIDE TO BLUEWAVE COMMUNITY SOLAR IN NEW YORK



WHY COMMUNITY SOLAR?

As a BlueWave Community Solar Member, you'll receive the following benefits:



SAVINGS

Reduce your electric bills



PEACE OF MIND

Contribute to a sustainable future



CONTRIBUTION

Support the development of solar farms



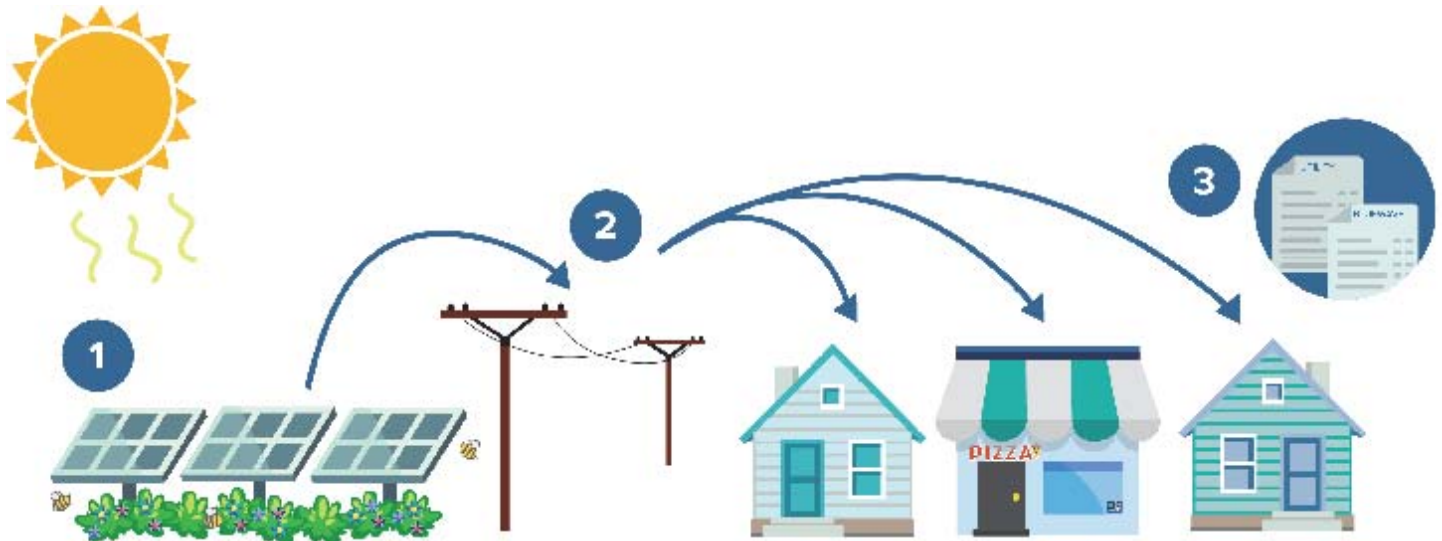
FLEXIBILITY

Access tailored solutions

BREAKING DOWN THE BARRIERS TO SOLAR:

- \$0 up-front cost
- No termination fees with 90 days' notice
- Secure, easy, online portal
- Available to homeowners, renters, and businesses

HOW DOES COMMUNITY SOLAR WORK?



As a community member who enjoys saving money and wants to support clean energy generation, you subscribe to BlueWave Community Solar.

The solar farm generates electricity which is sent to the utility grid.

Your credits show up as deductions on your electric bill. You'll then receive a corresponding BlueWave bill for those credits at a % discount.

HOW TO JOIN:



APPLY:

Complete an online application, and include a copy of your most recent utility bill.



QUALIFY:

BlueWave will determine if you qualify to join one of the available community farms or a waitlist.



JOIN:

If approved, BlueWave will email you a membership agreement.



BENEFIT:

You're a member — start receiving your BlueWave bill and electric bill savings!

Check out Barrett St. Community Solar Farm! It contains 16.2 MW of solar panels.

WHO IS BLUEWAVE?

We are a group of people committed to leaving the planet better than we found it - that's why we're a certified B-Corporation. We're on a mission to revolutionize energy with simple, powerful solar solutions. Together we're working toward a clean energy future for our communities and for our planet.

Help New York transition to a cleaner, lower cost energy future! [JOIN THE WAVE TODAY](https://bluewavesolar.com/get-started/)
bluewavesolar.com/get-started/

*Important Information: This marketing material is provided by BCS Customer Acquisition, LLC, and BCS Customer Management, LLC, both entities in the BlueWave family of companies. The solar farm is not owned by a BlueWave company, and you will not receive renewable energy or environmental attributes from this subscription. This offer is limited to qualified applicants. Terms and conditions apply. Please review your BlueWave Community Solar contract for details.



List of Entities that Market on Behalf of AES Distributed Energy, Inc.

Entity	Address
BlueWave Customer Acquisition, LLC.	111 Huntington Ave. Suite 650 Boston, MA 02199



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 05/06/2019

Company Name RT52 Walden Solar 1, LLC.

Service Type (Check all that apply): Gas Elec ESCO Cable TV
Water ILEC CLEC Toll Only Other _____

President Woody Rubin
Mailing Address 4875 Pearl East Circle, Suite 200
Boulder, CO 80301
Email Address woody.rubin@aes.com
Phone Number 303-444-3020 Fax Number _____

Vice President / Director of Customer Service Trey Hall, Director of Operations
Mailing Address 4875 Pearl East Circle, Suite 200
Boulder, CO 80301
Email Address desoc@aes.com
Phone Number 303-444-3020 Fax Number _____

Primary Regulatory Complaint Manager Trey Hall, Director of Operations
Mailing Address 4875 Pearl East Circle, Suite 200
Boulder, CO 80301
Email Address desoc@aes.com
Phone Number 303-444-3020 Fax Number _____

Secondary Regulatory Complaint Manager Trey Hall, Director of Operations
Mailing Address 4875 Pearl East Circle, Suite 200
Boulder, CO 80301
Email Address desoc@aes.com
Phone Number 303-444-3020 Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: desoc@aes.com Fax: _____