

COMMUNITY SOLAR PROJECT SUBSCRIPTION AGREEMENT

(Nonresidential)

This COMMUNITY SOLAR PROJECT 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 _____, 2021 (the “**Effective Date**”) by and between the parties listed below:

Company: Brookfield Renewable DG US Operations, LLC	Customer:
Address: 200 Liberty Street, 14th Floor, New York, NY 10281 [ADDRESS]	Address:
[PHONE]	Phone:
[EMAIL]	Email:

1. Definitions.

Throughout this Agreement, the words “**we**,” “**us**” and “**our**” mean Brookfield Renewable DG US Operations, LLC. 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 A**, which is a part of this Agreement.

- 2. Description of Agreement.** This Agreement is a legally binding contract under which you are purchasing a subscription to the energy output of the Community Solar Project(s) identified in **Schedule B** (the “**Community Solar Project**” or “**Project(s)**”). It governs the terms and conditions under which we will arrange to transfer and assign to your Utility Account, and you will receive and purchase from us, the Solar Credits (defined below) associated with your Subscription Size in connection with the electricity generated by the Project and delivered to the Utility. We have been awarded the Project pursuant to the New York State Energy Research and Development Authority (NYSERDA) Community Distributed Generation program. All of the rights and obligations under this Agreement are contingent on us achieving a commercial operation date within twenty four (24) months of the Effective Date. Unless mutually extended, we will have the right to terminate this Agreement, and neither Party will have any further obligations under this Agreement thereafter.
- 3. Right of Rescission; Contact Information.** You have 3 calendar days after signing this Agreement to cancel without penalty. To exercise this cancellation right, request information, address complaints, or renew this Agreement in accordance with its terms, contact us at [TOLL-FREE NUMBER] or [EMAIL]. If you wish to contact the New York State Energy Research and Development Authority (the “**Authority**”), you may do so at the following phone number: 866-697-3732. Or you may visit the Authority website at: www.nysesda.ny.gov.
- 4. Description of Solar Credits and Charges.** Each month, the Utility will apply credits to your Utility Account based on the output of the Project multiplied by your Subscription Size multiplied by the applicable bill credit rate (“**Solar Credits**”). You agree to pay us for the Solar Credits at the rate described in Part 3 of Schedule B (the “**Applicable Rate**”).

5. **Estimate of Savings.** Schedule C contains a good faith estimate of savings that you will realize, net of the Subscription Fee (defined below), per year (“**Estimated Savings**”). The Estimated Savings are based on Utility rates applicable to the Utility Account(s) as of the Effective Date, the assumption that the Project will produce electricity in amount equal to the Estimated Output as set forth in Schedule C, and the assumption that your historical annual usage will not materially change during the Term. 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 Project will in fact produce electricity in such amounts or that your annual savings will be equal to the Estimated Savings. You understand and agree that Utility rates and projected savings are subject to change, and that the Authority does not regulate the price of community solar subscriptions and does not guarantee projected savings.
6. **Production Projections; Outages.** Schedule B & C contain the current production projections. If the Project is out of service for more than ten (10) consecutive business days (an “**Outage**”), we will inform you of such Outage either via email, or another reasonably accessible communications method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to the Outage. Under no circumstances will any Outage affect the electricity service to your home or business.
7. **Monthly Charges and Billing.** Each month, you will pay to us by check or cash, the Subscription Fee (defined below) regardless of your usage of electricity and the amount due to your Utility. Any unused Solar Credits in a given billing period will be credited to your next month’s bill until the end of each 12-month period of your term, at which point any remaining credits (“**Net Excess Credits**”) will be compensated at the avoided cost of wholesale power, in accordance with the applicable Utility tariff. If you receive Net Excess Credits for three consecutive years, we will be required to resize your Subscription Size to ensure it does not exceed 100% of the Utility Account’s historic annual usage as determined at the time of such reallocation.
8. **Monthly Statement and Payment.** We or our authorized agent will provide to you a statement (the “**Monthly Statement**”) showing a summary of the charges that you incurred from us including: (a) the amount and value of the Solar Credits allocated to your Utility Account during the prior “**Billing Month**” (i.e., the prior month of billing), (b) the Applicable Rate, (c) sales taxes or other charges imposed by any governmental authority on our sale to you of the Solar Credits (“**Sales Taxes**”) and (d) the total amount due from you to us, calculated as the Solar Credits multiplied by the Applicable Rate plus the Sales Taxes (the “**Subscription Fee**”). You agree to pay us the Subscription Fee in a mutually agreed upon payment mechanism, such as direct withdrawal from a bank account, within the time period shown on such Monthly Statement, which will be no later than 25 days after the date of such Monthly Statement (“**Due Date**”). If you fail to pay the Subscription Fee by the Due Date you will incur a Late Fee as described below. You will continue to receive monthly bills from your Utility and your competitive electricity supplier, if any, and will still need to make payments to the Utility and competitive electricity supplier, if any, in accordance with those bills. The amount of Solar Credits applied to your Utility Account will be shown on your bills from the Utility. If the Utility makes a correction or other adjustment to the quantity of energy delivered by the Project to the Utility, then, in the subsequent billing cycle, we will issue a credit to you for any of the Solar Credits associated with a downward adjustment to the quantity of energy delivered, and you will pay us for any upward adjustment to the quantity of energy delivered, in each case as calculated as described herein.
9. **Late Payments.** Any late payment will incur a late fee (“**Late Fee**”) equal to the lower of (a) 1.5% per month on the unpaid balance 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.

- 10. Returned Payments.** Any payment that is dishonored for any reason, including without limitation insufficient funds in your bank 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.
- 11. Payment Obligation.** YOU AGREE THAT THE OBLIGATION TO MAKE THE PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS, INCLUDING BY YOUR HEIRS AND ESTATE, AND YOU HEREBY WAIVE ALL RIGHTS THAT YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF YOUR SOLAR CREDITS, OR TO GRANT A SECURITY INTEREST IN THE PROJECT OR YOUR RIGHTS AND INTERESTS UNDER THIS AGREEMENT.
- 12. 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 Solar Credits 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 Solar Credits 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 Solar Credits 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 twenty four (24) months of the date of this Agreement, and that if the Credit Start Date is not achieved, this Agreement may be terminated by us as described in Section 24, below.
- 13. Term.** The term (“**Term**”) of this Agreement will begin on the date on the first page of this Agreement and will end 20 years after the date on which the Utility issues to you its first invoice on which it allocates Solar Credits from the Community Solar Project to your Utility Account, unless earlier terminated as specifically provided for in this Agreement.
- 14. Service Term Requirements, Eligibility, Customer Authorizations**

 - B. Creditworthiness.** In connection with the foregoing, Customer authorizes Company to research Customer’s credit and if Company deems necessary, perform a credit check. At Company’s request, Customer agrees to share up to three (3) years of prior financials. Customer authorizes Company to share Customer’s credit and financial information with Company’s or third-party financing partners to determine Customer’s satisfaction of applicable credit criteria.
 - D. Customer’s Right To Substitute Meters.** Customer has the right to substitute an electricity account identified in Exhibit A (an “Initial Account”) with another electricity account or accounts (each a “Replacement Account”), provided however, that (a) the Replacement Account(s) are owned by the Customer; (b) the Replacement Account(s) are eligible for the Program; (c) the Replacement Account(s) generate the same monetary benefit to the Company as the Initial Account; and (d) any loss in monetary value to the Company or its Transferee as a result of substituting the Initial Account with the Replacement Account(s) is paid by the Customer to the Company within ninety (90) days of such substitution.

E. Use of Customer's Data. Customer authorizes Company to provide the Electric Utility with the following information: the Customer's name; Customer Electric Utility Account number; the last 4 digits of the Customer's Employer Identification Number; the Customer's mailing address, the Service Address; and the Customer's Percentage Allocation (together with the Utility Data, collectively "Customer's Data"). Customer also authorizes Company to use these data and other data collected to make other business offers that Company believes will benefit the Customer, subject to the requirements of applicable law.

15. **Renewal Process.** If we wish to renew this Agreement, we will send you a written renewal notice at least 90 calendar days prior to the expiration of the Term (the "**Renewal Notice**"). The Renewal Notice shall set forth a new Applicable Rate and any revised Terms and Conditions for the renewal term. In the event that you do not agree to the new Solar Credit or the revised Terms and Conditions, you may terminate the Agreement by notifying us in writing at least 60 days prior to the renewal date or as otherwise instructed in the Renewal Notice. If we do not receive a written response from you after we have sent the Renewal Notice to the address shown on this Agreement, then this Agreement shall terminate.
16. **Your Obligations to the Utility, any Competitive Supplier and to Us.** You understand that this Agreement is not for delivery of any electricity to your building. During the Term of this Agreement, you must continue to maintain your Utility Account, and you must take electric service at your building under your Utility Account in your own name and 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.
17. **No Ownership of Community Solar Project; Insurance; Maintenance.** You understand that you will not own any part of or any interest in the Community Solar Project, either directly or indirectly. The Community Solar Project will be developed, constructed, owned and operated by us. We may assign this Agreement, in whole or in part. You understand and agree that this Agreement is for Solar Credits and is not a contract to sell or lease the Project to you, nor is it a contract to sell energy to you. Throughout the Term, we will be responsible for insuring the Project and for the Project's maintenance. Evidence of insurance is attached as Schedule D, and a description of the Project's long-term maintenance plan is attached as Schedule E.
18. **SRECs; Tax Credits and Rebates.** YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS (INCLUDING SRECS), GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN "SOLAR CREDITS" AS DEFINED IN SECTION 4 ARE THE PROPERTY OF AND FOR THE SOLE BENEFIT OF US, USABLE AT OUR SOLE DISCRETION. WE SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH THE UTILITY OR ANY OTHER PARTY THAT WOULD ENTITLE THE UTILITY OR OTHER PARTY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE US SO THAT WE MAY CLAIM ALL SUCH TAX CREDITS, RENEWABLE ENERGY CREDITS (INCLUDING SRECS), REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE PROJECT.
19. **Information; Authorizations; Power of Attorney.** You hereby authorize us 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 B as may be necessary for us to cause the Utility to allocate, transfer and assign to you, and apply to amounts due by you under your Utility Account, your portion of the Solar Credits from the Community Solar Project. We will use such information to administer and maintain a list of and instructions to the Utility for allocating all participants who will receive a percentage share of the Solar Credits

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 B is true, correct and complete.

- 20. 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 Solar Credits from us to you under this Agreement; provided, however, that you will have no responsibility for property taxes on the Project, if applicable. WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE TAX IMPLICATIONS OF ANY SOLAR CREDITS PROVIDED TO YOU UNDER THIS AGREEMENT.
- 21. Your Options If You Move.** If you decide to sell and/or move out of your building and moving will change your Utility Account, you will have the opportunity to have Solar Credits allocated to the utility account at your new building, provided that it is located within same Utility service territory as the Community Solar. Project. In that situation, you may change the Utility Account to which your Solar Credits will be allocated and will have the ability to change your Subscription Size one time to account for any change in usage associated with the move. You must provide written notice to us of your new utility account information and any requested Subscription Size change as soon as practical to allow us to provide notice to the Utility no later than 30 days after the effective date of the change. You understand that the date on which Solar Credits stop being allocated to your old Utility Account and begin being allocated to your new Utility Account may be subject to some delays as described in Section 25 below, entitled "Allocation Delays," and that our ability to accommodate your requested Subscription Size change will be dependent on available unsubscribed Project output. If you own and decide to sell your building, we request that you provide written notice to us of your intention to do so within 5 business days after you engage a real estate agent, broker or other representative or otherwise make efforts to market or list your property. If you do not provide us with written notice of your new utility account information prior to your move, this Agreement will automatically terminate in accordance with Section 24(b).
- 22. Early Termination of this Agreement.** (a) We may terminate this Agreement either (i) before the end of the Term in the event that the Credit Start Date, as defined in Section 12 above, does not occur within twenty four (24) months of the date of this Agreement; or (ii) as provided in Section 27, below, "Unforeseen Problems; Our Optional Termination". (b) You may terminate this Agreement by providing 60 days notice.
- 23. Allocation Delays.** Due to Utility notice requirements, there may be a delay from the date you wish to begin receiving allocations of Solar Credits to your Utility Account or the date Solar Credits cease 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 Solar Credits actually allocated to your account until the Utility actually ceases allocating Solar Credits according to our instructions, for up to 3 months after the date you have selected for cancellation of this Agreement or transfer of this Agreement to a new Utility Account.
- 24. Assignment of Agreement.** We may transfer and assign this agreement 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 assignee. If we will continue to coordinate certain aspects of this Agreement on behalf of the assignee, we will inform you of any changes in our contact information. The assignee 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, we will no longer have any obligations to you under this Agreement. You may not sell, assign or transfer this Agreement to any party.

- 25. Unforeseen Problems; Our Optional Termination.** If there are unforeseen problems with performing our obligations under this Agreement due to actions taken by or on behalf of you or other persons, a Force Majeure Event or a Change in Law (as defined in Schedule A), 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 10 days' prior written notice.
- 26. 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 and requiring you to pay the Early Termination Fee.
- 27. Indemnity.** To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our affiliates and subsidiaries, and our and their 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 negligence or willful misconduct; provided, that nothing herein shall require you to indemnify us for our own gross negligence or willful misconduct. The provisions of this section shall survive termination or expiration of this Agreement.
- 28. 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 Schedule A, as well as all other Schedules, 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) you are a retail customer of the Utility and the owner of your Utility Account (f) 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; (g) you are not currently a net metered customer-generator, a remote net metered host or satellite account, and are not taking standby service under the applicable tariff, (h) the Utility Account is not a subscriber to any other community solar project, and you will not enter into any such subscription during the Term; and (i) all information that you have provided to us, and other facts, estimates and assumptions are accurate, true and complete in all respects.
- 29. Our Representations and Warranties to you.** We hereby represent and warrant to you that (a) we are duly organized, validly existing and in good standing 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 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).
- 30. Not a "Security".** The Parties intend that neither this Agreement nor the Subscription is a "security" and therefore is not subject to federal or state securities laws, including the Securities Act of 1933. Among other reasons, the

benefits to the Subscriber do not depend on the participation of other electric utility consumers, and Subscriber's payments are not being pooled together with others to make an investment. In addition, by entering into this Agreement the Subscriber is seeking to help the environment and reduce Subscriber's overall costs of electricity, and not to make a profit.

Brookfield Renewable DG US Operations, LLC

[CUSTOMER]

By:
Name:
Title:

By:
Name:
Title:

SCHEDULE A

General Terms and Conditions

- 1. 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.
- 2. Change in Law.** If any applicable law or regulation 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. Thus, such Change in Law shall not cause Customer’s annualized payments to exceed the Maximum Annualized Payments. We shall in no event pass through any costs relating to curing problems found in project inspections conducted by the New York State Energy Research and Development Authority or its designees.
- 3. 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; (d) you assign, transfer, encumber, sublet or sell this Agreement without complying with Section 26 or (e) 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 foregoing; (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.
- 4. Remedies.** On the occurrence of a Payment Default, the Party that is not the Defaulting Party (the “**NonDefaulting Party**”) may suspend performance of its obligations under this Agreement if such Payment Default is not cured by the Defaulting Party within 30 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 30-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 by the other Party that does not become an Event of Default.

5. **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.
6. **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.
7. **Further Assurances.** Each of the Parties hereto agrees 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. You agree to cooperate with us and assist in preparing and obtaining any required documentation relating to your eligibility for Solar Credits. For the avoidance of doubt, the Parties shall fully cooperate to carry out all requirements of the New York State Energy Research and Development Authority (NYSERDA) Community Distributed Generation program.
8. **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 require performance of or 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.
9. **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.
10. **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.
11. **Not a Utility, Electricity Supplier or Broker.** You acknowledge that we are not, and that our services to you and sale of Solar Credits under this Agreement will not cause us to become, an electric utility, a third party supplier, a

generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined by applicable 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.

- 12. Subscription Size; Reallocation; Termination by Brookfield.** Your initial Subscription size, shown below, is designed to generate Credits no greater than your estimated annual electricity cost. We may adjust your Subscription size at any time without notice, provided that we will never set a Subscription size that would generate Credits greater than your estimated annual electricity cost. We may reallocate your Subscription to a different solar photovoltaic system participating in the CS program at any time, by providing notice to you, in which case such system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time and for any reason by providing written notice to you. In such a termination event, we will not be liable for any early termination fee or penalty. Until we notify you in writing that the termination has been processed by the utility, you are required to continue paying for the Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.
- 13. 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 OUR OR THEIR PERFORMANCE OR NONPERFORMANCE HEREUNDER. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT WILL NOT EXCEED THE SUM PAID BY YOU IN THE PREVIOUS CALENDAR YEAR (OR CURRENT CALENDAR YEAR IF THE AGREEMENT IS IN ITS FIRST YEAR). THE PROVISIONS OF THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- 14. Governing Law; Dispute Resolution.** This Agreement will be governed by and construed in accordance with the internal laws and decisions of the State of New York, without respect to any conflicts of law principles. The Parties waive any right to a trial by jury for any claim or counterclaim arising under this Agreement.

SCHEDULE B

I. SYSTEM DESCRIPTION

System Information	
CS System name	
Location/County	
System size	
System's Commercial Operation Date	
Seller name	Brookfield Renewable DG US Operations, LLC
Seller contact information for complaints or inquiries	Please contact:
First year production estimate	

II. RATE

Bill Credit Rate:	\$0.XXXX
Discount :	XX%
Applicable Rate:	\$0.XXXX
Annual Escalation of Applicable Rate:	0%

III. CUSTOMER ACCOUNTS

Subscriber Information	
Name	[] ("Subscriber")
Utility service address	[]
Utility account number	[]
Billing address	
Initial Subscription size (kilowatts)	

Schedule C: Savings Estimate