

New York Community Distributed Generation DISCLOSURE FORM

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| Company Information | Name: ASA Gouverneur NY Solar I LLC (“Company”) Address: 1550 Wewatta St., 4 th Floor, Denver, CO 80202 Phone: 1-303-653-9805 Email: communitysolar@amp.energy |
| Customer Information | Name: _____ (“Customer”) Email Address: _____ Service Address: _____ Mailing Address: _____ Electric Distribution Utility: National Grid |
| Overview | <p>This document describes the key terms of Customer’s Community Solar Subscription Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in Customer’s contract, the terms in this statement are controlling.</p> <p>Read this document and the contract carefully so that Customer fully understands this agreement.</p> |
| Price, Fees and Charges | <p>Upfront payment: \$0</p> <p>The Applicable Rate during the Initial Term is a fixed ten percent (10%) discount to the Value of Distributed Energy Resource (“VDER”) credits allocated to Customer monthly from the System and received as monetary credit on Customer’s utility bill. The VDER credit will vary monthly based on the kilowatt hour production of the System and the VDER credit rate as established by Customer’s Utility and the New York State Public Service Commission. Though the amount of the VDER credit will vary month to month, the Applicable Rate that will be charged to Customer will always be 10% less than the value of the VDER credit.</p> <p>Fees: Early Termination Penalty amount described in Section 27 of Agreement. Late payment fee 1.5% or as may be required by applicable law.</p> |
| Project Location and Customer Allocation | <p>System Location: 88 Welch Road, Richville, NY 13681</p> <p>Approximate Interconnection Date: [DATE, 2020]</p> <p>Estimated Size of System in kilowatts DC (kWdc): 1,942</p> <p>Initial Portion of the System Assigned to Customer: _____%</p> |
| Length of Agreement and Renewal | <p>The initial term of Customer’s contract is _____ years.</p> <p>Renewal Terms for Customer’s contract are described in Section 9.</p> |
| Early Termination | <p>If Customer cancels contract early, Customer will be charged an Early Termination Penalty as described in Section 27 of the Agreement.</p> |

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| Estimated Benefits | <p>System Producing kWh and VDER credits: The System is estimated to provide _____ kWh to Customer in the first year of operation which are converted to VDER credits.</p> <p>The VDER credits allocated to Customer will result in monetary credits on Customer's Utility bill for which Customer will pay an Applicable Rate of ninety percent (90%) of the VDER credits received by Customer.</p> <p>Customer will receive ten percent (10%) guaranteed savings to the VDER credits received by Customer and applied to Customer's Utility bill.</p> |
| Guarantees | <p>Customer will receive ten percent (10%) guaranteed savings to the VDER credits received by Customer and applied to Customer's 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>Company may request data, such as Customer's historical usage, from Customer's Utility in order to determine Customer's subscription level. Customer agrees to permit Company to request data from Customer's local utility regarding Customer's account and electricity usage. Company will not release this information to any unaffiliated entity without Customer consent. See Section 18.</p> |
| Right to Cancel Without Penalty | <p>For customers solicited via door-to-door sales, Customer has the right to terminate the contract without penalty within three business days after signing the contract by notifying [Entity]</p> |
| Customer Rights | <p>If Customer has inquiries or complaints that the Company is unable to resolve, Customer has the right to call the Department of Public Service Helpline at 1-800-342-3377. Customer may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p> |
| Preparer Name and Contact Information | <p>Subscription Agent</p> |

Signature of Company Representative: _____ **Date:** _____

Signature of Customer: _____ **Date:** _____

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT
(ANCHOR COMMERCIAL CUSTOMER)**

This **COMMUNITY SOLAR SUBSCRIPTION AGREEMENT** (together with all schedules and attachments referenced in its text as if set forth herein in full, this “**Agreement**”) is made and entered into on _____, 2019 (the “**Effective Date**”) by and between the parties listed below:

Company: ASA Gouverneur NY Solar I LLC

Address: 1550 Wewatta St. 4th Floor

Denver, CO 80202

Phone: 1-303-653-9805

Email: communitysolar@amp.energy

Customer: _____

Address:

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Email: _____

1. **Definitions.** Throughout this Agreement, the word “**Company**” means [ENTITY]. The word “**Customer**” refers to the person(s) identified above and whose signature appears on this Agreement under the word “**Customer**.”

Customer and Company 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. It governs the terms and conditions under which:

(a) Company will arrange for the right to transfer and assign to Customer a portion of the “**VDER Credits**” as described in Section 3 below which is the amount calculated by the Utility, which is presently [LDC] (“**Utility**”), in connection with the electricity generated and delivered to the Utility, by the Community Solar Project identified on Schedule B (the “**Community Solar Project**” or “**Project**”);

(b) Customer will receive and purchase from Company and Company will arrange for the allocation to Customer’s “**Utility Account**” which is Customer’s account with the Utility of Customer’s portion of such VDER Credits; and

(c) is governed pursuant to the New York State Public Service Commission’s (“PSC”) relevant rules, regulations, decisions, orders, and proceedings, including, but not limited to, Case 15-E-0082, Proceeding on Motion of the Commission as to the Policies, Requirements and Conditions For Implementing a Community Net Metering Program; Case 15-E-0751, In the Matter of the Value of Distributed Energy Resources; and Case 15-M-0180, In the Matter of Regulation and Oversight of Distributed Energy Resource Providers and Products.

3. **Purchase and Sale of VDER Credits.** Customer agrees to purchase the VDER Credits at the rates described in Part 3 of Schedule B (the “**Applicable Rate**”), which shows the percentage discount which will be applied to the Utility’s calculated Value of Distributed Energy Resources Credit (“**VDER Credit**”) as described

further below and in Schedule B. The VDER Credits will be calculated and allocated to Customer's Utility Account in U.S. dollars. Customer agrees that during the Term of the Agreement, Customer's allocable share of the VDER Credits generated by the energy of the Project cannot exceed 40% of the total VDER Credits generated by the Project. Ownership, title and risk of loss of any VDER Credits will transfer to Customer upon the Utility's calculation of the VDER Credit under the utility account of the Project Owner, as defined in Section 13, below, in accordance with applicable law and the tariffs of the Utility.

4. **Monthly Charges and Billing**. Each month, Customer will pay to Company by automated clearing house ("ACH") payment, check or cash, the Subscription Fee in United States dollars for the VDER Credits allocated to Customer's Utility Account regardless of Customer's usage of electricity and the amount due to Customer's Utility. Any unused VDER Credits in a given billing period will be treated by the Utility in accordance with Customer's electric utility's VDER Tariff document, as amended or superseded from time to time. Customer will not be permitted to receive any payments in cash for any portion of the VDER Credits allocated to Customer's Utility Account, including any portion that may remain unused or which has not been applied to actual amounts due by Customer to the Utility under Customer's Utility Account bills at any time.

5. **Monthly Statement and Payment**. Company will provide to Customer a statement (the "**Monthly Statement**") showing a summary of the charges that Customer incurred from Company including: (a) the amount and value of the VDER Credits allocated to Customer's Utility Account during the prior "**Billing Month**" (i.e., the prior month of billing), (b) the Applicable Rate which includes the percentage discount described in Schedule B, and (c) if applicable, any sales taxes or other charges imposed by any governmental authority on Company's sale to Customer of the VDER Credits and the other services provided to Customer under this Agreement. Customer agrees to pay Company the total amount due shown on each Monthly Statement by check or electronically through ACH debit. If by check, mailed to the address shown on the Monthly Statement, which will be no later than twenty-five (25) days after the date of such Monthly Statement. If by electronically through ACH debit, to an account provided by Company to Customer no later than twenty-five (25) days after the date of such Monthly Statement. Customer will continue to receive monthly bills from Customer's Utility and Customer's competitive electricity supplier, if any. The amount of VDER Credits applied to Customer's Utility Account will be shown on Customer's bills from the Utility. Customer will still need to make payments to the Utility for its provision of electricity and delivery services to Customer and for amounts Customer owes to Customer's competitive electricity supplier, if any, not covered by the VDER Credits allocated to Customer's account.

6. **Payment Obligation**. CUSTOMER AGREES 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 CUSTOMER HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS, AND CUSTOMER HEREBY WAIVES ALL RIGHTS THAT CUSTOMER MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF CUSTOMER'S VDER CREDITS, OR TO GRANT A SECURITY INTEREST IN THE PROJECT OR CUSTOMER'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT.

7. **Project Not Yet Constructed**. Customer understands 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 VDER Credits can be calculated by the Utility. Company will not be able to allocate and sell to Customer and Customer will not be able to receive any VDER 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 VDER Credits according to law and the Utility's procedures. This date is the "**Credit Start Date.**" Customer understands that Company's obligations under this Agreement are contingent upon achievement of the Credit Start Date by _____, and that if the Credit Start Date is not achieved on that date, this Agreement may be terminated as described in Section 23, below. The Parties may mutually agree to extend the Credit Start Date in a writing executed by both Parties.

8. **Term.** The term ("**Term**") of this Agreement will begin on the date on the first page of this Agreement and will end twenty-five (25) years after the date on which the Utility issues to Customer its first invoice on which it allocates VDER Credits from the Community Solar Project to Customer's Utility Account, unless earlier terminated as specifically provided for in this Agreement.

9. **Renewal Process.** If Company wishes to renew this Agreement, Company will send Customer a written renewal notice at least two hundred seventy (270) calendar days prior to the expiration of the Term (the "**Renewal Notice**"). The Renewal Notice shall set forth a new VDER Credit and any revised Terms and Conditions for the renewal term. In the event that Customer does not agree to the new VDER Credit or the revised Terms and Conditions, Customer may terminate the Agreement by notifying Company in writing at least one hundred eighty (180) days prior to the renewal date or as otherwise instructed in the Renewal Notice. If Company does not receive a written response from Customer after Company has sent the Renewal Notice to the address shown on this Agreement, then this Agreement shall renew for an additional one-year term at the new VDER Credit and revised Terms and Conditions included in the Renewal Notice.

10. **Customer's Obligations to the Utility, any Competitive Supplier and to Company.** During the Term of this Agreement, Customer must continue to maintain Customer's Utility Account, and Customer must take electric service at Customer's building under Customer's Utility Account in Customer's own name and Customer will continue to be obligated to pay all amounts due to the Utility under Customer's Utility Account as well as any amounts due to Customer's competitive supplier, whether under a combined bill or separate bills.

11. **Late Payments.** Any late payment will incur a late fee ("**Late Fee**") equal to 1.5 percent per month on the unpaid balance or the maximum rate permitted by applicable law. The Late Fee is an administrative charge to compensate Company for costs Company incurs as a result of late payments by Customer. It is not an interest or finance charge. If Customer disputes any Monthly Statement, Customer must pay the full amount due and notify Company in writing of the factual basis, including documentation, for the dispute. If the dispute is resolved in Customer's favor, Company will refund the relevant amount to Customer within 30 days after resolution of the dispute.

12. **Returned Payments.** Any payment that is dishonored or returned for any reason, including without limitation insufficient funds in Customer's checking account, will incur a fee ("**Returned Payment Fee**") equal to \$20 or the maximum amount permitted by applicable law. The Returned Payment Fee is an administrative charge to compensate Company for costs Company incurs as a result of returned payments. It is not an interest or finance charge.

13. **No Ownership of Community Solar Project.** Customer understands that Customer 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 Company or a third party (a "**Project Owner**"). Company has the right to market and sell the VDER Credits to Customer and allocate the VDER Credits to Customer's Utility Account as well as other Utility Account holders on behalf of the Project Owner. Company may assign this Agreement, in whole or in part. Customer agrees that the Project is owned by the Project Owner and the energy produced by the Project is its personal property. Customer understands and agrees that this Agreement is for VDER Credits and is not a contract to sell or lease the Project to Customer, nor is it a contract

to sell energy to Customer.

14. **Tax Credits and Rebates.** CUSTOMER UNDERSTANDS AND AGREES THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN SOLAR CREDITS AS DEFINED IN SECTION 2(a) ARE THE PROPERTY OF AND FOR THE SOLE BENEFIT OF THE PROJECT OWNER OR COMPANY, USABLE AT PROJECT OWNER OR COMPANY'S SOLE DISCRETION. COMPANY AND THE PROJECT OWNER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. CUSTOMER AGREES 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.

15. **Estimated Electricity for Utility Credit.** Part 3 of Schedule B also shows the amount of electricity, measured in kilowatt hours, Company estimates will be generated by the Community Solar Project in the first year of the Term for which the Utility will calculate Solar Credits for allocation to Customer's Utility Account. Due to a number of reasons, including but not limited to day-to-day, seasonal and other changes and variations in weather, the actual production of electricity will vary, and Company cannot and do not guarantee the Community Solar Project will in fact produce electricity in such amounts. This amount is an estimate only, and Company also cannot and does not predict the value of the VDER Credits that the Utility will calculate and allocate to Customer's Utility Account.

16. **Value of VDER Credits.** The value of the VDER Credits allocated and applied to Customer's Utility Account will be calculated based on the VDER Tariff identified in Section 3 above, in effect during the term of this Agreement and the amount of electricity measured in kilowatt hours that is generated and allocated to Customer. Certain components of the VDER Tariff are updated monthly resulting in a changing VDER Credit rate per kWh during the term of the Agreement. Whether Customer purchases electricity from a competitive electricity supplier or receive basic service or default service electric supply from Customer's Utility in addition to distribution services, the dollar value of the VDER Credits calculated by the Utility may be higher or lower than the total cost of the electricity and electric services Customer receives at Customer's building. Customer authorizes Company to make any adjustments to the value of the VDER Credits allocated and applied to Customer's Utility Account that Company determines is reasonably necessary to comply with orders of governmental authorities or the requirements of the Utility.

17. **Energy Requirements.** Customer understands that this Agreement is not for delivery of any electricity to Customer's building. Customer acknowledges that Customer will need to maintain an account with Customer's local electric distribution company, Utility or other electricity provider and remain connected to the local distribution network or electricity grid for the provision or delivery of electricity Customer needs at Customer's building. Customer will be solely responsible for obtaining and paying for electricity and distribution services from Customer's Utility or any other source or supplier.

18. **Information; Authorizations; Power of Attorney.** Customer hereby authorizes Company, including the Project Owner, to deliver to the Utility and keep on record with the Utility such documentation and information as may be required by the Utility for Company to perform Company's obligations under this Agreement. The execution of this Agreement shall be deemed to represent Customer's authorization for the release of this information to Company. Customer authorizes Company to provide to the Utility such information about Customer's Utility Account and such other information from Schedule B as may be necessary for Company to cause the Utility and the Project Owner to allocate, transfer and assign to Customer and apply to amounts due

by Customer under Customer's Utility Account Customer's portion of the VDER Credits from the Community Solar Project. Company will use such information to administer and maintain, in some cases directly and in others on the Project Owner's behalf, a list of and instructions to the Utility for allocating all participants who will receive a percentage share of the VDER Credits calculated by the Utility for the Community Solar Project. Customer hereby grants to Company a power of attorney coupled with an interest and appoints Company as Customer's attorney in fact for all such purposes. Customer hereby confirms that all of the information provided on Schedule B is true, correct and complete.

Customer's execution of this Agreement shall constitute authorization for the release of this information and this authorization will remain in effect during the term of this Agreement, including any Initial and all Renewal Terms. Customer may rescind this authorization at any time by providing written notice thereof to Company or by calling [PHONE]. Company reserves the right to cancel this Agreement in the event Customer rescinds the authorization. The data obtained pursuant to this authorization will be retained by Company for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Company in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Company in association with its business.

19. **Access to Customer's Utility Account and Utility Data.** Customer agrees to provide Company with copies of the invoices Customer has received from the Utility and, at Company's request, other information associated with Customer's Utility Account, including access from Customer's Utility to Customer's energy usage information and such other data as may be made available by Customer or the Utility from the meter or meters installed by the Utility at Customer's building, for the purpose of executing this Agreement and verifying the delivery of VDER Credits to Customer's Utility Account as expected by Customer's electric Utility.

20. **Financial Statements and Credit Reporting.** Customer gives Company, and its financing partners, permission to check Customer's credit rating maintained by credit reporting bureaus and agencies for the purpose of checking Customer's eligibility to participate in this Agreement according to Company's credit qualification requirements. In the event a credit rating is unavailable, Customer will agree to provide Company with independently prepared financial statements, in form agreed to by the Parties, for purposes of checking Customer's eligibility to participate in this Agreement. If Company determines that Customer is not creditworthy, Company may require financial assurances, in the form of a parental guarantee, in order for Customer to be eligible to participate in the Agreement.

21. **Taxes.** If any are imposed, Customer will be responsible for and will pay all sales taxes and other taxes and charges imposed upon the sale of VDER Credits from Company to Customer under this Agreement. Property taxes on the Project will be the sole responsibility of the Project Owner. Under no circumstances will the Project Owner place a lien on Customer's building or property.

22. **Customer's Options If Customer Moves.** If Customer decides to sell and/or move out of Customer's building and moving will change Customer's Utility Account, Customer may have the opportunity to have VDER Credits allocated to the Utility Account at Customer's new building. If Customer wants to transfer this Agreement to Customer's new Utility Account, it must be located within the same Utility's service territory. In that situation, Customer may change the Utility Account to which Customer's VDER Credits will be allocated. Customer must provide written notice to Company of Customer's new Utility Account information and such new utility account will then become the Utility Account to which Company will direct the allocation of the VDER Credits. Customer understands that the date on which VDER Credits stop being allocated to Customer's old Utility Account and begin being allocated to Customer's new Utility Account may be subject to some delays.

23. **Early Termination of this Agreement.**

- a. Company may terminate this Agreement either (i) before the end of the Term in the event that the Credit Start Date, as defined in Section 7 above, does not occur within twenty four (24) months of the date of this Agreement; or (ii) as provided in Section 26, below, “Unforeseen Problems; Company’s Optional Termination”.
- b. Customer may terminate this Agreement in the event that the Credit Start Date, as defined in Section 7 above does not occur within 60 days of the stated date in Section 7 above. A day for day extension of this provision will be automatically provided in the event of any “Unforeseen Problems” as defined in Section 26 below.

24. **Allocation Delays.** Under applicable law, Company will only be permitted to make changes in the CDG Allocation Request Form once per billing cycle at least 30 days before the billing date. For this reason, there may be a delay of as long as three (3) months from the date Customer wishes to begin receiving allocations of VDER Credits to Customer’s Utility Account or the date VDER Credits cease to be allocated to Customer’s Utility Account after termination of utility service under the Utility Account identified in this Agreement. Customer will be charged for and is liable to pay for any Solar Credits actually allocated to Customer’s account until the Utility actually ceases allocating Solar Credits according to Company’s instructions, for up to three (3) months after the date Customer has selected for cancellation of this Agreement or transfer of this Agreement to a new Utility Account.

25. **Assignment of Agreement.** Company may transfer and assign this agreement at any time, in whole or in part, together with some or all of Company’s rights and obligations under this Agreement. Further, Company expressly reserves the right to collaterally assign or pledge Company’s interests hereunder or any monies due under this Agreement to any of Company’s financing parties. If Company chooses to make such a transfer and assignment, Company will inform Customer in writing that Company has made such a transfer and assignment. At that time Company will also notify Customer in writing of the identity and contact information of the assignee. If Company will

continue to coordinate certain aspects of this Agreement on behalf of the assignee, Company will inform Customer of any changes in Company's contact information. The assignee will assume in full all of Company's rights and obligations arising under this Agreement from and after the date of Company's transfer and assignment. Upon Company's delivery to Customer of written notice of such a transfer and assignment, Customer will have released Company of all of Company's obligations and liabilities under this Agreement from and after the date of such notice. After Company sends Customer written notice of such a transfer and assignment, Company will no longer have any obligations to Customer under this Agreement.

26. **Unforeseen Problems; Company's Optional Termination.** If there are unforeseen problems with performing Company's obligations under this Agreement due to the actions or omissions of the Project Owner, actions taken by or on behalf of Customer or other persons, a Force Majeure Event, a Utility interconnection delay or a Regulatory or Other Change (as defined in Schedule A), or due to the inaccuracy of any information that Customer provided and on which Company relied, Company reserves the right to terminate this Agreement by giving Customer ten (10) days prior written notice.

27. **Events of Default; Remedies.** Customer's Event of Default under this Agreement, including a Payment Default, will allow Company to choose certain remedies including terminating this Agreement, removing Customer's Utility Account from the CDG Allocation Request Form Company will keep on file with the Utility for the Community Solar Project, and requiring Customer to pay Remedies as defined below. An event of default will also occur if Customer terminates this Agreement prior to the end of the Term. In the event of a default by Customer, the Remedies due to Company under this Agreement will equal the full amount of monetary damages incurred as a result of the default. Company will make commercially reasonable efforts to find a replacement Customer in the event of Customer's early termination, such replacement Customer must be of equivalent or greater creditworthiness as the Customer. Monetary damages will include all reasonable costs incurred to find a replacement Customer, including but not limited to legal, broker and other fees, along with the portion of the value of VDER Credits that are generated, unallocated or forfeited as a result of Customer's Early Termination.

28. **Indemnity.** To the fullest extent permitted by law, Customer shall indemnify, defend, protect, save and hold harmless Company its affiliates and subsidiaries, and its 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 Customer's negligence or willful misconduct; provided, that nothing herein shall require Customer to indemnify Company for its own negligence or willful misconduct. The provisions of this section shall survive termination or expiration of this Agreement.

29. **Customer's Representations and Warranties to Company.** Customer hereby represents and warrant to Company that: (a) Customer has read and Customer understands the terms of this Agreement including the Community Distributed Generation Disclosure Form, Terms and Conditions attached as Schedule A, as well as Schedule B, and has had the opportunity to ask Company questions and to seek advice of an attorney if so desired; (b) Customer is 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 Customer's valid obligation and it is enforceable against Customer 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) Customer's name is associated with the Utility Account and Customer has the full right, power and authority to enter into this Agreement; (e) Customer is a retail customer of the Utility and the owner of Customer's Utility Account (f) Customer's 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

Customer is a party or by which Customer or Customer's property may be bound; (g) Customer is not currently a net metered customer-generator, a remote net metered host or satellite account, and is not taking standby service under the applicable tariff, and (h) all information that Customer has provided to Company, and other facts, estimates and assumptions are accurate, true and complete in all respects.

30. **Company's Representations and Warranties to Customer.** Company hereby represents and warrants to Customer that (a) Company is duly organized, validly existing and in good standing and is registered to conduct business in the State of New York; (b) Company's execution, delivery and performance of this Agreement has been duly authorized by all necessary company action; and (c) this Agreement is Company's valid obligation against Company 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).

Company

Customer:

By: ASA Gouverneur NY Solar I LLC

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

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. **Regulatory or Other Change.** If any applicable law, rule, regulation, guideline, procedure, acts of any governmental authority, tariff, utility, regulatory structure, or the interpretation or application of any of the foregoing, applicable to Company or this Agreement is issued, approved, passed, authorized, enacted, modified, or repealed after the date of the Agreement by any entity, including, but not limited to, the Utility, Department of Public Service, New York Public Service Commission, or the New York Independent System Operator that establishes requirements affecting the performance of Company’s obligations under this Agreement (each, a “**Regulatory or Other Change**”) and such Regulatory or Other Change has a material adverse effect on Company’s cost of performing such obligations, as determined by Company in its sole discretion, Company will have the right to terminate this Agreement.
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) Customer assigns, transfers, encumbers, sublets or sells this Agreement without complying with Section 22 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 “**Non-Defaulting 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 CUSTOMER'S 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 Customer's property. Customer agrees to cooperate with Company and assist in preparing and obtaining any required documentation relating to Customer's eligibility for VDER Credits.
8. **Assignment.** Customer may not assign, sell, pledge or in any other way transfer this Agreement without Company's prior written consent, which Company is free to accept or reject within its sole discretion. This Agreement is binding on and inures to the benefit of the successors and permitted assignees and may continue in full force and effect as an obligation of Customer's estate upon bankruptcy, insolvency, reorganization, dissolution, or other similar change in circumstances.
9. **Amendments and Waivers.** Except as provided in Section 9 of the Agreement ("Renewal Process"), 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. Customer or Company's failure to require performance of or enforce any term of this Agreement will not be deemed to be a waiver. Customer or Company's 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.
10. **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.
11. **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.

12. **Not a Utility, Electricity Supplier, or Broker.** Customer acknowledges that Company is not, and that Company's services to Customer and sale of VDER Credits under this Agreement will not cause Company to become, an electric utility, a generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined under New York rules, regulations, or laws.
13. **Questions or Complaints.** If Customer has questions about the terms of this Agreement, billing or Customer's Applicable Rate or if Customer has comments or complaints about the service Company is providing to Customer, please contact Company at [E-mail] or [PHONE], Monday through Friday, except holidays, from 8:00 a.m. to 5:00 p.m.

The New York State Department of Public Service governs the New York Community Solar Program. If Customer has disputes related to the New York Community Solar Program Customer may file a complaint or dispute with the New York State Department of Public Service at 1-800-342-3377.

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

14. **Limitations of Liability.** NEITHER COMPANY NOR COMPANY'S EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF COMPANY OR THEIR PERFORMANCE OR NONPERFORMANCE HEREUNDER. COMPANY'S 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 CUSTOMER 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.

SCHEDULE B

1. Community Solar Project

Name of Project: Gouverneur I

Project Owner: ASA Gouverneur NY Solar I LLC

Project Address: 88 Welch Road, Richville, NY
13681

Projected VDER Credits Start Date: _____

Projected VDER Credits Value Allocated to
Customer's Utility Account*: _____

2. Customer Utility Account Information

Electric Utility Name: National Grid

Load Zone: Zone E

Utility Account Number: _____

Name Appearing on Utility Account:

Address Appearing on Utility Account:

Utility Billing Date Each Month: _____

Cumulative Prior-12 Month Usage:

\$ _____

_____ kWh

% of Project Subscribed: _____

3. Applicable Rate: 10% discount to the VDER Credit value allocated to Customer's Utility Account.

*This will be calculated by the Utility as described in Section 16 of the above Community Solar Subscription Agreement, "Value of VDER Credits".