





Community Distributed Generation Disclosure Form	
<b>Customer Information</b> <b>Distribution Utility</b>	Customer Name:  Service Address:  Mailing Address:  Contact Information:  Distribution Utility:
<b>Overview</b>	<p>This contract is for a Community Solar Bill Credit Subscription. Ampion contracts with Solar Farm Owners who own Community Solar farms. Ampion is responsible for marketing to and servicing Community Solar customers, but has no ownership over the Solar Farm. The Solar Farms generate bill credits (“Bill Credits”) which offset your monthly utility invoice.</p> 
<b>Price, Fees, and Charges</b>	



<p><b>Project Location and Customer Allocation</b></p>	<p>[Redacted]</p> <p>assigned, you will have access to your Customer Allocation and Site Assignment through our software portal, where you can also see outstanding invoice amounts, your share of the site generation, and signed contract at any time.</p>
<p><b>Length of Agreement and Renewal</b></p>	<p>[Redacted]</p>
<p><b>Early Termination</b></p>	<p>[Redacted]</p>
<p><b>Estimated Benefits</b></p>	<p>We will attempt to match your Customer Allocation as closely with your annual electric bill as possible. There will be months where you spend more on the combination of credits and electricity than others, but from an annual perspective, you are targeted to be saving the percentage stated above. Any Utility Bill Credit you receive from your participation in this program will save you money as compared to your annual electric bill.</p>
<p><b>Guarantees</b></p>	<p>[Redacted]</p>
<p><b>Data Sharing and Privacy Policy</b></p>	<p>You authorize [Redacted] associated with your subscription to access your electric consumption history and other billing determinants, including, but not limited to, your Service Classification on file with the utility, payment history, and service address.</p> <p>This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain the confidentiality of such information and disclosure is reasonably necessary for the administration of this agreement. This authorization will be effective from the signature date of this agreement until the expiration of the term or earlier termination of this agreement. You may rescind this authorization by cancelling this contract pursuant to Section 6 of this agreement.</p>



<b>Right to Cancel Without Penalty</b>	
<b>Customer Rights</b>	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-. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .
<b>Other Important Terms</b>	
<b>Preparer Name and Contact Information</b>	

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:



**By signing this agreement**, you agree to be legally bound to the following terms and conditions for purchasing Bill Credits from a Solar Farm Owner (“Owner”):

1. Assignment of Bill Credit Purchase and Sale Agreement.

- a. Upon allocation of your utility account(s) to a Community Solar farm, this Bill Credit Purchase and Sale Agreement will be assigned to the Community Solar Farm Owner. You will be notified via email within ten (10) business days of assignment.
- b. Ampion will use good faith efforts to allocate your utility account(s) to a Community Solar Farm. Owner does not guarantee any such allocation.

2. Allocation of Community Solar Bill Credits.

- a. To receive Bill Credits under this agreement, you must be and remain a customer of the electric utility at the utility service location. Subject to the foregoing, for each billing period during the term of this agreement, Owner shall allocate Bill Credits associated with Solar Farm production to your utility account(s). Owner makes no representations concerning the exact amount of Bill Credits which will be available during any billing period.
- b. Owner shall have the right to make adjustments to the amount of the Bill Credits allocable to you hereunder in future billing periods.
- c. You authorize Owner to obtain and review your consumption history and billing determinants from your utility. This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain the confidentiality of such information and disclosure is reasonably necessary for the administration of this agreement. This authorization will be effective from the signature date of this agreement until the expiration of the term or earlier termination of this agreement. You may rescind this authorization at any time by terminating this agreement pursuant to Section 6, below. You hereby consent to enrollment in the New York Public Service Commission’s CDG Program, and the utilities’ programs for implementation thereof.
- d. If your utility changes or modifies your electric service account for any reason, you shall immediately notify Owner of such change and the extent of the modification, as well as provide to Owner a copy of the written notification from the utility of such change or modification. This agreement shall be null and void upon notice of such change or modification, if such change or modification is deemed to disqualify you by the terms of either the CDG Order or Owner’s additional requirements, to qualify for purchasing Bill Credits. Owner reserves the right to terminate this agreement upon notice to you as provided in Section 6.c below if you fail to notify Owner of any changes or modifications to your electric service account. You will forfeit the right to receive Bill Credits between the date of any change or modification to your electric service account and reinstatement of this agreement, if applicable.
- e. In order to be deemed eligible, you may be required to undergo a soft credit inquiry. You authorize Owner and its representatives (including Ampion) to make such credit inquiry, and you authorize Owner and its representatives (including Ampion) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit, but may appear on personal credit reports for up to two (2) years.



3. Payment for Community Distributed Generation Bill Credits.



- a. For each billing period (i.e., monthly) from when your utility begins allocating Bill Credits to your electric service account, which may not begin for some time after you sign this agreement, until the end of this agreement, Owner shall provide to you an invoice (“Owner Invoice”) via email. Included in each Owner Invoice will be a line item identifying the payment due from you to Owner, which will be equal to 90% of the value of Bill Credits transferred to you for such Billing Period, plus the amount of any sales tax payable with respect to the sale to you of such Bill Credits.



- b. The total number of payments during the Initial Term (as defined in Section 6, below) is sixty (60). The amount payable for each invoice will vary from month to month due to certain factors such as fluctuations in sunlight.
- c. You acknowledge that once credits are allocated to your utility account(s), the credits will be considered used and non-refundable. You are and will be responsible for payment for all credits allocated to your utility account(s) from Owner, whether used or not used to offset utility charges, including credits accrued at your utility account(s) .
- d. Your payments to Owner of amounts invoiced under this agreement shall be due according to the due date on Owner’s invoice. If paying by credit or debit card, a 3.5% convenience fee applies. The exact dollar amount of the convenience fee will be displayed on the Owner Invoice.
- e. If you fail to pay any undisputed amount due hereunder by the date on which payment of such amount is due, Owner shall be entitled to charge you interest on such unpaid amount at a rate equal to the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.

4. Mutual Cooperation/Dispute Resolution.

- a.If you, in good faith, dispute an amount billed by Owner as provided in this agreement, you shall promptly notify Owner of the basis for the dispute no later than the fifth (5th) business day after your receipt of the applicable Owner Invoice. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to you or Owner in a timely manner.
- b.If you, in good faith, dispute an amount paid to Owner as provided in this agreement, you shall notify Owner within six (6) calendar months from the date of such payment. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to you or Owner, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c.If you, in good faith, wish to file any other complaint or dispute with Owner, you shall do so via electronic mail as soon as possible. You may also file a complaint relating to this agreement at any time with the New York State Department of Public Service (“NY DPS”) using the contact information listed in Section 11 of this agreement.
- d.You may, at any point during a dispute or complaint resolution process, request a written report from Owner detailing all attempts to resolve the complaint or dispute.



e. Arbitration of Disputes. The Parties agree that any dispute, claim or disagreement arising out of this agreement (a "Dispute") shall be resolved by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS Inc. ("JAMS"), under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at [www.jamsadr.com](http://www.jamsadr.com). The arbitration shall be held in New York, NY. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- i. Only Disputes involving the parties may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either party arbitrates a Dispute, neither party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on either party's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the parties.
- ii. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than the transaction between the parties under this agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.
- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

5. Your Acknowledgments.

- a. You understand that the Solar Farm will deliver electricity to the utility and not to you. The utility will make all calculations and determinations regarding the amount of the Bill Credit



to be applied to your utility Invoice, which shall be made pursuant to the CDG regulations on file with the NY DPS.

b. You understand that you have no ownership interest in the Solar Farm, or any part of the Solar Farm; nor can you claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits.

c. You understand that Owner collects customer personal information, such as name, contact information, government issued ID numbers, and financial and banking information, and Owner uses such information for identification purposes; establishment, maintenance and service of customer accounts; communication with customers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Owner's business and the products and services Owner provides to customers. Owner also shares this information with its subsidiaries, affiliated companies or other third parties that assist Owner in providing you with current and potentially future services, or with other permitted uses of personal information.



d. Pursuant to the CDG Order, Owner is required to provide you with the Community Distributed Generation Disclosure Form (the "Disclosure Form") that has either been included with this agreement or will be provided to you prior to receipt of any Bill Credits. You acknowledge and agree that you will receive, complete and execute the Disclosure Form, and that this agreement shall not be effective, and you shall not be eligible to receive any Bill Credits, until you have returned such completed and executed Disclosure Form to Owner, in addition to this executed agreement.

e. YOU UNDERSTAND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FARM OR ITS INSTALLATION, THE VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

6. Term and Termination of Agreement.



b. Notwithstanding anything to the contrary contained herein, you may terminate this agreement by giving Owner [redacted] prior written notice of termination. If you provide such notice of termination, you will continue to pay for the Bill Credits allocated to you prior to your utility processing your termination. You will also be responsible for payment for any Bill Credits that have been allocated to you but not otherwise paid for, i.e.,



Bill Credits that rollover in excess of what is applied to your utility invoice. **There is no fee for any early termination of this agreement.**

- c. Notwithstanding anything to the contrary contained herein, Owner may terminate this agreement at any time by giving you written notice that it will no longer allocate Bill Credits to you.
- d. This Section 6.d, and Sections 3 and 9 - 13 of this agreement shall survive any termination of this agreement, regardless of the reasons for such termination.
- e. In addition, notwithstanding the foregoing or any other provision set forth herein, you may cancel this agreement without charge or penalty within three (3) business days of signing this agreement by providing notice of cancellation to Owner or

7. Events of Default.

- a. Your failure to pay any undisputed sum payable to Owner when due shall constitute an "Event of Default" by you under this agreement, except that you shall be entitled to written notice of a late payment within any rolling period of days and such failure shall not be an Event of Default on such occasions if the amount due is received by Owner within five (5) days after your receipt of Owner's notice of late payment.
- b. Immediately upon an Event of Default by you, Owner may, in its sole discretion, immediately terminate this agreement by giving you written notice thereof and allocate and/or assign to a third party the Bill Credits allocated to you by the terms of this agreement.

8. Assignment.

- a. You may not assign this agreement, and any attempted assignment hereof by you shall be void *ab initio*.
- b. You may change the address of the electric service account to which the Bill Credits are applied so long as (i) you provide written notice to Owner and (ii) your utility provides electric service to the new address, and you otherwise continue to qualify under both the New York Public Service Commission's Community Distributed Generation Order and Owner's additional requirements for the purchase of Bill Credits. The change in address will be effective upon the utility allowing Owner to make such change, which generally occurs within 60 days. Owner will not be liable for any Bill Credits lost as a result of any such change of address, and you shall remain obligated to remit payment with respect to any such lost Bill Credits.

c.

9. Force Majeure.



- a. If a Force Majeure Event (as defined in paragraph 9.b, below) delays or prevents Owner's performance of all or some of its obligations under this agreement, Owner will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:
  - i. Owner's suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Owner will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event);
  - ii. No obligation of either you or the Owner that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event;
  - iii. Owner provides notice to you of the Force Majeure Event within a reasonable period of time after the occurrence thereof describing the particulars of the occurrence and the anticipated period of suspension of or delay in Owner's performance of its obligations; and
- b. For purposes of this agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Owner and not caused by Owner's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Farm caused by: flood, fire, lightning, earthquake, tornado, hurricane, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid or utility's ability calculate or allocate Bill Credits, any failure of equipment not utilized by Owner or under Owner's control, or any failure of the Solar Farm to produce electricity not caused by Owner's fault or negligence.



10. HEFPA Rights.

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

11. UBP-DERS Rights.

- a. You are entitled to protections granted by the NY DPS pursuant to the Uniform Business Practices for Distributed Energy Resource Suppliers, including, but not limited to, the right to cancel this agreement without charge or penalty within three (3) business days after signing this agreement (which cancellation right is provided for in paragraph e of Section 6 of this agreement); the right to information regarding the mechanisms available to you for handling billing questions, disputes, and complaints relating to this agreement; and contact information for the NY DPS which you may use to seek assistance from the NY DPS if you have a dispute with Owner or complaint against Owner. Such contact information for the NY DPS is as follows:



Office of Consumer Services  
NYS Department of Public Service  
3 Empire State Plaza Albany, NY 12223  
Ph.: 1-800-342-3377  
Hours of operation for the NY Department of Public Service as of the date of this agreement: 8:30 a.m. - 4:00 p.m.

- b. Any notice of cancellation of this agreement by you pursuant to paragraph e of Section 6 of this agreement shall be given in accordance with the provisions of Section 14, below.

12. Miscellaneous.

This agreement contains the entire agreement between the parties with respect to the subject matter of this agreement, and there are no other agreements, written or oral, between the parties regarding the subject matter of this agreement. This agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This agreement shall be governed by the internal laws of the State of New York, without regard to the conflicts of laws principles thereof. This agreement may not be amended except pursuant to a writing executed by both parties. No delay or failure by any party in enforcing any of such party's rights hereunder shall be deemed a waiver of any such right. This agreement may be executed in counterparts, and, if so executed, each such counterpart shall have the force and effect of an original for all purposes. This agreement may be executed by facsimile, .pdf, any electronic signature complying with the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229, or any signature complying with applicable analog state laws (e.g., Uniform Electronic Transactions Act(s)).

13. Limitation on Damages.


Notwithstanding anything to the contrary contained in this agreement, the liability of either party or its affiliates to the other party arising under or in connection with this agreement shall be limited to actual, direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

14. Notice Provisions.

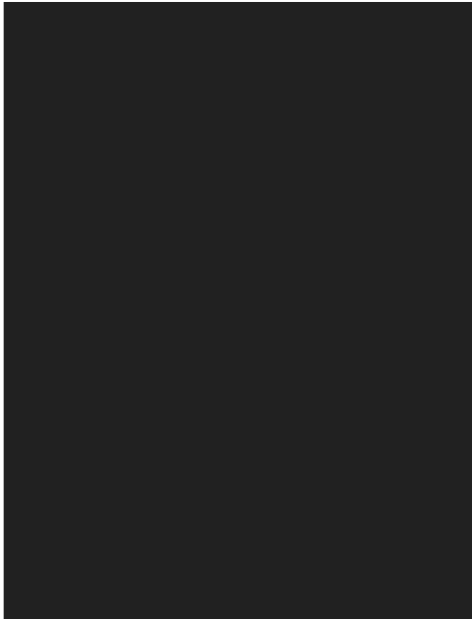
All notices of any kind which either party is required or desires to give to the other in connection with this agreement shall be in writing, including electronic mail or similar electronic transmission via Owner's online customer service portal, shall be effective upon delivery, and shall be mailed, delivered or transmitted electronically by electronic mail or Owner's online customer service portal, in each case to the address or Email address, as applicable, specified below for such party or such other address or Email address as such party may, after signing of this agreement, designate to the other party by notice in accordance with this Section 14:





15. Customer Care. You may contact Owner's Customer Care Center at  Monday through Friday during normal business hours, or write to Owner via electronic mail at the email address specified in Section 14.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date below written.



**Subscriber ("You")**

Name: \_\_\_\_\_

(If Organization:)

Title: \_\_\_\_\_

Org: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**Exhibit 1: Authorization Agreement for Recurring Online Billing and Payment & Credit Card Payments/Debits**

**A. Instructions**

1. This form is required to authorize Seller and/or its affiliates, successors and/or assignees to:
  - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments ("Bill Credits")
  - Change the banking or financial institution information on an existing Designated Payment Account.
2. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of this form, and incorporated into this form. Contact your financial services representative with any questions.
3. Retain a copy of this form.
4. Complete all required fields on the secure online customer portal.

Buyer Name\* \_\_\_\_\_ - Address 1\* \_\_\_\_\_

Address 2\* \_\_\_\_\_ City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

**Signature Section.** By signing below, you acknowledge that you have received, read, and agree to the incorporated "Terms and Conditions" in Section B and confirm the accuracy of the information provided above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**B. Terms and Conditions**



**Confidentiality/Security.** All information provided on this form is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All online transactions are processed with point-to-point encryption to protect your sensitive payment information.

**To terminate your authorization or report alleged unauthorized transfers, please contact:**

