

**Community Power Partners, LLC**  
**470 Mamaroneck Avenue, Suite 300, White Plains, NY 10605**

**SUMMARY OF TERMS**

Upfront Cost	\$0
Price for Bill Credits	90% of the value of the bill credits
Term	1-year initial term, automatic 1-year renewal terms
Cancellation Fee	\$0
<i>Please see below for details regarding the Subscription Rate, initial and renewal term, and other terms.</i>	

**GENERAL TERMS AND CONDITIONS**

1. **PARTIES.** This Subscriber Agreement (this “Agreement”) is entered into by and between Community Power Partners, LLC (“CPP” or “Provider”) and you (“You” or the “Subscriber”) (each individually, a “Party,” and collectively, the “Parties”).

**Provider:** Provider (or its designee) will operate and maintain a renewable energy facility (a “Project”), deliver the energy generated by the Project to either New York State Electric & Gas, National Grid, Orange and Rockland, Central Hudson Gas & Electric, Rochester Gas & Electric or ConEd the regulated electric utility in your coverage area (the “Electric Utility”), and instruct the Electric Utility to allocate a portion of any credits (“Bill Credits”) arising under the applicable renewable energy program (as further defined in the State-Specific Disclosures, the “Program”, attached hereto as Exhibit A and hereby incorporated into this Agreement) to You.

**Subscriber:** You agree to pay a discounted rate each month (the “Subscription Rate”) for Provider’s allocation of Bill Credits to You, as described below.

2. **SUBSCRIPTION RATE.** The Subscription Rate will be a ten percent (10%) discount to the Electric Utility’s rate for Bill Credits, calculated as ninety percent (90%) multiplied by the Applicable Rate defined in Section 3(a)(iii).

3. **PROGRAM MECHANICS.**

(a) **Program Mechanics.** Through this Agreement, when a Project with available capacity becomes available to Provider, You will participate in the Program, subject to meeting the eligibility criteria set forth in Section 7. The Program enables You to receive credits on Your electric bill for energy delivered by a renewable energy facility to the Electric Utility, as follows:

(i) In accordance with the Program, Provider will allocate a portion of the Project’s output (“Percentage Allocation”) to any or all account(s) with the Electric Utility chosen by Provider that are owned by You, eligible under the Program, and associated with a service address (the “Service Address”) in the Electric Utility’s service territory (any such account, “Your Electric Utility Account”), and inform the Electric Utility of the Percentage Allocation.

(ii) Each month, the Electric Utility will apply any Bill Credits arising under the Program to Your Electric Utility Account bill. The Bill Credits will be calculated as the product of (A) the total energy generated by the Project and delivered to the Electric Utility (in kWh), (B) the Percentage Allocation (A and B together, the “Monthly Allocation”), and (C) the Applicable Rate.

(iii) The “Applicable Rate” is the per kWh monetary value of Bill Credits under the Program. For purposes of calculating the Subscription Rate, Provider will use the Applicable Rate (A) as stated on Your bill from the Electric Utility or (B) as published by the Electric Utility for the applicable period. Provider will only use method “(B)” if the Electric Utility does not state the Applicable Rate on Your bill or if such bill is not available to Provider.

(b) **Reporting.** Provider will send You a report each month and once each year setting forth the total amount of Bill Credits You have received and the total amount that You have paid to Provider. If the Electric Utility does not state the Applicable Rate on Your bills from the Electric Utility or if such bills are not available to Provider, Provider will estimate the amount of Bill Credits using the Applicable Rate as published by the Electric Utility for the applicable period.

**Adjustments.** You agree that Provider may (in its sole discretion) modify the Percentage Allocation to (i) comply with the rules governing the Program, the Electric Utility’s tariff, rules, and requirements (collectively, the “Tariff”), or applicable law or (ii) maximize allocations of Bill Credits to You, subject to available Project capacity and the requirements of the Project’s other subscribers. You further agree that Provider may allocate any excess Bill Credits accumulated by the Project (“Excess Bill Credits”) to You, subject to the rules governing the Program, the Tariff, and applicable law. You shall pay for Excess Bill Credits at the Subscription Rate (or such other rate required under the Program rules, the Tariff, or applicable law), as set forth in the applicable invoice.

**4. INVOICING AND PAYMENT.**

(a) Invoicing. Provider will send You an invoice each month after the Service Term Start Date. Invoices will reflect (i) any amounts owed by You to Provider for its allocation of Bill Credits to You, calculated as the Monthly Allocation multiplied by the Subscription Rate. The invoice due date will be no less than ten (10) days after the invoice has been sent.

(b) Payment Method. You may pay the amount due by authorizing an automatic payment from Your checking account or credit card, or by check. If You authorize payment via credit card, you will be charged a 3% processing fee to cover credit card transaction fees.

(c) Late Charges and Other Fees. Provider may assess the following charges or fees: (i) an insufficient funds fee of \$25 (or such lower amount as required by law) for any attempted withdrawal from Your checking account or credit card that is refused by Your bank or credit card company; and (ii) any amount owed by You under this Agreement that is not paid within twenty (20) days of the due date set forth on the applicable invoice will accrue interest annually at eight percent (8%) (or the maximum rate permitted under applicable law, if less). If You authorize an automatic payment method pursuant to Section 4(b), You agree that the fees described in this Section 4 may be assessed automatically via electronic fund transfer from Your designated account when Provider processes the next automatic payment of a monthly or final invoice.

**5. EFFECTIVE DATE; TERM; RENEWAL**

(a) Effective Date. This Agreement becomes effective on the date that it is signed or electronically agreed to by You (the “Effective Date”).

(b) Service Term. The initial service term shall commence on the first day of the first month for which the Electric Utility has applied a Bill Credit to Your Electric Utility Account (the “Service Term Start Date”). The initial service term shall expire on the first (1<sup>st</sup>) anniversary of the Service Term Start Date (the “Initial Service Term” and together with any Renewal Term, the “Service Term”).

(c) Renewal. This Agreement shall automatically renew, and the Service Term shall be automatically extended, for one (1) year terms (each, a “Renewal Term”) until the earlier of (i) a termination by You or Provider in writing to the other Party at least sixty (60) days in advance of the last day of the Service Term and

(ii) the thirtieth (30th) anniversary of the Service Term Start Date.

**6. TAXES.**

(a) Federal Tax Matters. Subscriber and Provider agree that (i) the purchase and sale of the services described in this Agreement (the “Services”) shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option that would result in this Agreement being treated as other than a service contract under Internal Revenue Code Section 7701(e).

(b) State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Services (and any other transaction contemplated by this Agreement) by any governmental authority having jurisdiction over Subscriber, the Project, or Provider if any.

**7. SERVICE TERM REQUIREMENTS; ELIGIBILITY; CUSTOMER AUTHORIZATIONS.**

(a) Service Term Requirements. The obligation of Provider to allocate a Percentage Allocation from a Project to You, and initiate the Service Term is subject to the satisfaction of the following conditions, and Provider may terminate this Agreement if any of the following conditions are not satisfied:

(i) Subscriber meets the Program criteria (the “Eligibility Criteria”) set forth in Subscriber’s State-Specific Disclosures and any other criteria under the Program or applicable law.

(ii) A Project becomes available to Provider and such Project is commercially viable, as determined by Provider in its sole discretion, including through evaluation and confirmation of the development of the Project, the availability of anticipated incentives, rebates, tax credits or deductions, or other benefits, and any changes to the Program or applicable law;

(iii) The representations made by You in Section 9(b) are true and complete;

(iv) This Agreement has been approved by Provider’s financing partners; and

(ii) Subscriber meets Provider’s credit criteria, as determined by Provider in its sole discretion.

(b) Creditworthiness. In connection with the foregoing, You authorize Provider to perform a credit check and to share Your credit information with Provider’s third-party financing partners to determine Your satisfaction of applicable credit criteria.

(c) Subscriber Utility Account Authorizations.

In connection with the Services, You agree to provide to Provider Your Electric Utility account number and to authorize Provider to obtain Your Electric Utility Account number, historical electricity consumption data, current and historical electricity rate data, low-income program eligibility (if applicable), and other energy- related data (the "Utility Data") from the Electric Utility. This authorization shall be valid from the Effective Date, through the Service Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement. You agree to update this information upon request if Your electricity usage changes.

(c) Use of Subscriber's Data. You authorize Provider to provide the Electric Utility with the following information: Your name, Your Electric Utility Account, Your mailing address, the Service Address, and Your Percentage Allocation (together with the Utility Data, collectively "Subscriber's Data"). You also authorize Provider to use these data and other data collected to make other business offers to You, subject to the requirements of applicable law.

**8. PROJECT OWNERSHIP AND ATTRIBUTES.**

(a) Project Ownership. You understand and agree that this Agreement is for the Services and is not a contract to sell or lease the Project to You or a contract to sell energy to You. Provider (or its designee) owns the Project and the energy produced by it for all purposes.

Project Attributes. You understand and agree that, subject to the requirements of the Program and applicable law, all credits (including tax credits, emission reduction credits, renewable energy credits, and carbon offset credits, but excluding any Bill Credits allocated to You), benefits, incentives, attributes, and rebates, howsoever entitled, derived, or attributable from or to the Project, whether existing now or in the future (the "Project Attributes"), are the property of and for the benefit of Provider (or its designee), usable and transferable at its sole discretion. You agree to reasonably cooperate with Provider (or its designee) so that it may claim the Project Attributes. You agree to assign and transfer to Provider (or its designee) any and all Project Attributes in which You acquire an ownership interest. You agree to refrain from entering into any agreement that would entitle You or a third party to claim the Project Attributes.

(b) Renewable Energy Claims. In accordance with Section 8(b), You understand that You are not purchasing renewable energy directly and therefore have no claim to any renewable energy credits ("Renewable Energy Credits") that may be generated under the Program. The Renewable Energy Credits shall be owned by Provider unless transferred by Provider to another third party, or unless ownership of the Renewable

Energy Credits accrues to a third party pursuant to applicable law.

**9. REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) Provider. Provider agrees to protect Subscriber's Data and, except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, Provider will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to Provider's affiliates, financiers, lawyers, accountants, or agents and only to the extent reasonably required to facilitate service to Subscriber.

(b) Subscriber. Subscriber represents, warrants, and covenants to Provider:

(i) Subscriber is at least 18 years of age;

(ii) Subscriber is authorized to execute this Agreement, obtain the Services, disclose the Account Credentials and the Utility Data, and participate in the Program on behalf of each owner of each of Your Electric Utility Accounts;

(iii) Subscriber, to the best of its knowledge, meets the Eligibility Criteria and agrees to not take any actions that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

(iv) Subscriber agrees to not enter into an agreement with any other provider to receive services under the Program;

(v) Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation or Bill Credits to another person or entity, except as provided in Section 11;

(vi) Subscriber is entering into this Agreement solely to receive Bill Credits as an energy-related commodity for personal consumption, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;

(vii) Subscriber is aware that it does not have an interest in the profits or losses of the Project and will not otherwise be entitled to any profit related to the Project or by entering into this Agreement;

(viii) Subscriber acknowledges that this Agreement has not been registered under federal securities laws or registered or qualified under the securities laws of any state, based in part upon Your representations in this Agreement (provided, that no representation is made or implied by Provider as to the applicability or inapplicability of such securities laws);

hereunder. In the case of an Event of Default in which Provider is

(ix) Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation are not intended to be treated as securities under federal law, applicable state laws, or the Securities Act of 1933; and

(x) Subscriber acknowledges and agrees it will promptly notify Provider of any changes in Subscriber's Data.

**10. TERMINATION.** In addition to the cancellation right described in Section 14(l), this Agreement may be terminated by You at no cost at any time so long as You provide Provider with sixty (60) days' advance notice, subject to Your payment for any Bill Credits that You receive from the Electric Utility and any fees described in Section 4(b) and 4(c) before Your termination is processed.

**11. TRANSFER; ASSIGNMENT.** No Party may assign or transfer this Agreement without the consent of the other Party, except that Provider may directly or collaterally assign this Agreement, whether in whole or in part, and without Your consent or notice to You, to an affiliate, to any financing party, or to any entity that has agreed in writing to recognize Subscriber's rights and perform Provider's obligations under this Agreement. In connection with any such assignment by Provider, you agree to provide a written confirmation of Your obligations under this Agreement if reasonably requested by Provider or its assignee. Notwithstanding anything to the contrary in this Agreement, Provider may delegate or subcontract its obligations under this Agreement, in whole or in part, without Your consent or notice to You.

**12. DEFAULT.**

(a) Events of Default. The following shall constitute an "Event of Default": (i) a Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days; (ii) a Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof; (iii) a Party has provided false or misleading financial or other information to enter into this Agreement; or (iv) Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

(b) Remedies. Upon the occurrence of an Event of Default in which the Subscriber is the defaulting Party, Provider may take any rights and/or remedies available to it at law or in equity, including ending Your participation in the Program. Upon the occurrence of an Event of Default in which Provider is the defaulting Party, Subscriber may terminate this Agreement and neither Party will have any further obligation

MONTHLY ALLOCATION OVER THE SERVICE TERM.

the defaulting Party, Subscriber's termination right pursuant to the preceding sentence is the exclusive remedy for such an Event of Default. Except as described in the preceding sentence, all rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law.

**13. FORCE MAJEURE, LIMITATIONS OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.**

Force Majeure. If by reason of Force Majeure, Provider is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, Provider shall be excused from whatever performance is affected by the Force Majeure event during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, Provider gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" means any event, condition, or circumstance beyond the reasonable control of the affected Party, and may include, without limitation, an act of god, war (declared or undeclared), sabotage, cyberattack, riot, insurrection, civil unrest, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out, explosion, fire, earthquake, volcanic activity, abnormal weather condition or actions of the elements, hurricane, flood, lightning, wind, drought, the binding order of any governmental authority, the failure to act on the part of any governmental authority, unavailability of power from the utility grid, power or voltage surge including a grid supply voltage outside of the standard range specified by the Electric Utility, or failure of equipment not utilized by or under the control of the affected Party.

(b) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BODILY INJURY, PROVIDER'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED THE PRODUCT OF (I) TWELVE (12) AND (II) SUBSCRIBER'S AVERAGE MONTHLY PAYMENT FOR THE

performance by the other Party of any of the provisions of

(c) Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE OTHER PARTY AND ITS SUCCESSORS AND ASSIGNS, AND ITS EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS (IF ANY), FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE OTHER PARTY'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

(d) No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE PROJECT, OR ANY OBLIGATION OF PROVIDER HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND PROVIDER DOES NOT WARRANT OR GUARANTEE ANY SAVINGS, THE AMOUNT OF ENERGY PRODUCED BY THE PROJECT, THE PERCENTAGE ALLOCATION, OR THE AVAILABILITY OR VALUE OF BILL CREDITS.

(e) No Guarantee. Provider does not make any guarantee, and Subscriber acknowledges that Provider does not make any guarantee, regarding the availability of a Program, the availability of a Project, the manner in which Bill Credits are calculated, the monetary value of Bill Credits, or any other element of Your bill from the Electric Utility, each of which are determined by the Electric Utility and governmental authorities pursuant to the Tariff, the Program, and applicable law and not by Provider. Provider additionally does not make any guarantee, and Subscriber acknowledges that Provider does not make any guarantee, regarding (x) the amount of energy that the Project will deliver to the Electric Utility or (y) the realization of any savings by You as a result of entering into this Agreement. You agree that Your Percentage Allocation may be applied against and served by any Project that (i) qualifies under the Program and (ii) from which Your Electric Utility Account is eligible to receive Bill Credits, as selected by Provider in its sole discretion. Provider does not make any guarantee, and Subscriber acknowledges that Provider does not make any guarantee, regarding the specific Project that will be used in providing You with the Services.

(f) Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require

amended in a writing signed (or electronically agreed to) by both Parties.

this Agreement shall not be construed to be a waiver of such provisions or a Party's right to enforce that provision.

Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

(f) Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and Provider arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith, in which case Subscriber agrees to contact Provider by telephone at 800-285-0193 or in writing by sending an email to [info@communitypowerpartners.com](mailto:info@communitypowerpartners.com). Provider agrees to maintain a process and procedure to resolve Subscriber inquiries in compliance with the requirements of the Program. Additional dispute resolution terms, if any, shall be set forth in Your State- Specific Disclosures.

(g) Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY ENTERING INTO THIS AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### 14. MISCELLANEOUS.

(a) State-Specific Disclosures. Certain state-specific terms and definitions are set forth in the exhibit attached hereto as Exhibit A ("State-Specific Disclosures").

(b) Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing and shall be deemed delivered upon receipt thereof.

(c) Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other understandings or agreements between the Parties relating to the subject matter hereof. This Agreement includes any exhibit attached hereto.

(d) Amendments. This Agreement may only be



**[Remainder of page intentionally left blank —  
signatures appear on the following page]**

(e) Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.

(f) Survival. The provisions of Sections 4, 6, 8, 10, 12(b), 13, and 14 of this Agreement shall survive the expiration or earlier termination of this Agreement.

(g) Governing Law. The Agreement is made in the state of Your Service Address and will be governed by the laws of the state of Your Service Address, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 13(h) shall be resolved by a court of competent jurisdiction in the county of Your Service Address, and Subscriber agrees to submit to the personal jurisdiction of the state of your Service Address and the state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

(h) Counterparts; Electronic Approval. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties. Each Party intends and agrees that, alternatively, this Agreement may be agreed to by affirmation through electronic signature, electronic checkbox, or similar authentication, and that any such electronic authentication shall be deemed a binding acceptance of this Agreement having the same force and effect as a manual signature.

(i) Privacy Policy. Please read Provider's Privacy Policy at:  
(<http://communitypowerpartners.com/privacy-policy/>)  
carefully for information relating to our collection, use, storage, and disclosure of Your personal information. Provider's Privacy Policy is hereby incorporated by this reference into, and made a part of, this Agreement.

(j) Other State Specific Terms. You agree to be bound by the state-specific terms, if any, contained in Your State-Specific Disclosures.

(k) State-Specific Disclosure Form. The applicable disclosure form attached hereto as Exhibit B describes certain key terms of this Agreement and must be provided to You by law. You shall review and acknowledge (with Your signature) this disclosure form and any updated disclosure form that Provider provides upon additional Project information becoming available.

(l) Cancellation Right; Notice to Subscriber. You may cancel this Agreement with no charge or penalty within three (3) business days after You receive a copy of this Agreement. By entering into this Agreement, Subscriber acknowledges that Subscriber has read and understands this Agreement in its entirety.

**IN WITNESS WHEREOF**, the Parties have read this Agreement and the Exhibits incorporated herein in their entirety and received complete copies of those documents and have caused this Agreement to be executed and delivered by their respective duly authorized officer or person as of latest date written below.

**Customer**

Customer Name (please print):

\_\_\_\_\_

Customer Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Community Power Partners, LLC**

Scott Sabbagh, Managing Member

Signature:

Scott Sabbagh

Date:

\_\_\_\_\_

*[Signature page]*

## Exhibit A

### STATE-SPECIFIC DISCLOSURES

#### NEW YORK

- (a) Program: Community distributed generation (CDG) program established by the State of New York.
- (b) Eligibility Criteria. Subscriber meets the following Program criteria: (A) Your Electric Utility Account is owned by You and is associated with the Service Address; (B) the Service Address is serviced by the same Utility as the Project; (C) the sum of the actual or anticipated kWhs of energy associated with Subscriber's Percentage Allocation for Your Electric Utility Account shall amount to at least one thousand (1,000) kWhs annually; (D) the sum of the actual or anticipated kWhs of energy associated with Subscriber's Percentage Allocation for Your Electric Utility Account shall not exceed the Subscriber's historic annual kWh usage for such account (or forecasted usage if annual historic data is not available); and (E) neither Subscriber nor Your Electric Utility Account is a net metered customer-generator, a remote net metered host or satellite account, a community distributed generation host or satellite account (other than as contemplated by this Agreement), or taking standby service under the applicable tariff of the Electric Utility.
- (c) Dispute Resolution. A dispute, disagreement, or claim may be submitted by either Party at any time to the New York State Department of Public Service by visiting their website at [www.dps.ny.gov](http://www.dps.ny.gov).
- (d) Other State Specific Terms. This Agreement and Provider's provision of the Services are subject to the Home Energy Fair Practices Act ("HEFPA") (a summary of which can be found at <http://www.dps.ny.gov/>) and the Uniform Business Practices for Distributed Energy Resources Suppliers (a summary of which can be found at <https://www.nyscrda.ny.gov/>), which provide You with certain rights and protections relating to late charges, disputes, and other matters. See 16 N.Y. Codes, Rules, Regs. § 11.1 through § 11.22 for additional details regarding Your rights under HEFPA. The disclosure form attached hereto as Exhibit B describes certain key terms of this Agreement and must be provided to You by law.

## Exhibit B

### COMMUNITY DISTRIBUTED GENERATION DISCLOSURE FORM

[This form will be completed by provider after customer provides all necessary registration information.]

Community Power Partners, LLC  
 470 Mamaroneck Ave, Suite 300  
 White Plains, NY 10605

Email: [info@communitypowerpartners.com](mailto:info@communitypowerpartners.com)  
 Web: [www.communitypowerpartners.com](http://www.communitypowerpartners.com)

<b>Customer Information, Distribution Utility</b>	<p>Customer Name: _____</p> <p>Service Address: _____</p> <p>Mailing Address (if different): _____</p> <p>Email Address: _____</p> <p>Telephone Number: _____</p> <p>Distribution Company (“<b>Electric Utility</b>”): New York State Electric &amp; Gas</p>
<b>Overview</b>	<p>This document describes key terms of your (“<b>Customer</b>” or “<b>You</b>” or “<b>Your</b>”) Community Distributed Generation Contract (“<b>Contract</b>”) for a community solar project (“<b>Solar Project</b>”) with Community Power Partners, LLC (“<b>Provider</b>” or “<b>Us</b>” or “<b>We</b>”) pursuant to which you will receive solar bill credits (“<b>Bill Credits</b>”) to offset applicable charges on Your electric utility (“<b>Electric Utility</b>”) bill. In the event that the terms in this statement conflict with terms appearing elsewhere in Your Contract, the terms in this statement are controlling. Read this document and the Contract carefully so that You fully understand the terms.</p>
<b>Price, Fees, and Charges</b>	<p>Price: The subscription rate is a ten percent (10%) discount to the electric utility’s rate for Bill Credits, calculated as ninety percent (90%) multiplied by the applicable rate established by Your electric utility. In addition to the price for Bill Credits the following fees may apply:</p> <p>Late Payment Fee: Overdue amounts will accrue interest at the rate of 8% per year (or such lower amount as required by law).</p> <p>Insufficient Funds Fee: \$25; Credit Card transaction fee: 3% of total charge.</p>

<p><b>Project Location and Customer Allocation</b></p>	<p>Solar Project location: _____, New York</p> <p>Approximate Commercial Operation Date: _____, 2020</p> <p>Estimated size of Solar Project in kilowatts DC (kWdc): _____ kWdc</p> <p>Portion of the Solar Project production allocated to you: <input type="checkbox"/> %, or <input type="checkbox"/> kWdc (Your <b>“Percentage Allocation”</b>)</p> <p>We may modify Your Percentage Allocation in accordance with the Community Distributed Generation Program; Your Utility’s tariff, rules, and requirements or applicable law to maximize allocations of Bill Credits to You. If You are not assigned to a solar project at the time You are provided this disclosure form, You will receive notice by email confirming the solar project location, anticipated operation date and Your Allocation. You agree that Your Allocation may be served by any solar project that qualifies under the Program as selected by Us in Our sole discretion.</p>
<p><b>Length of Agreement and Renewal</b></p>	<p>The initial service term of your Contract is one (1) year. The Contract will automatically renew for subsequent one (1) year periods for up to twenty-nine (29) additional years following the end of the initial service term, unless cancelled pursuant to the terms in the Contract.</p>

<b>Early Termination</b>	You may terminate the Contract prior to end of the initial service term or any renewal term in accordance with the terms of the Contract. If You terminate the Contract prior to the end of the initial service term or the prior to the end of any renewal term You will owe Us for any Bill Credits generated by the solar project prior to termination that are allocated to You, and for any past due balance and applicable late fees.
<b>Estimated Benefits</b>	<p>Estimated solar project production: the estimated annual electricity generation in kilowatt- hours (kWh) to be allocated to You for the initial service term of Your Contract is [] kWh. Electricity generation will be provided to You in the form of monetary Bill Credits on Your Electric Utility bill.</p> <p>Estimated Benefits Example: If over the first year of Your Contract, the total estimated value of Solar Bill Credits is \$1,133, Your estimated total electric bill payment to Us is \$1,020. The estimated benefits illustrate how You save approximately \$113 over the course of the year, or 10% of the value of the Solar Bill Credits</p>
<b>Guarantees</b>	This Contract does not guarantee savings, does not guarantee a minimum level of system performance, production of energy or production of Bill Credits, makes no guarantee regarding the specific solar project that generates Bill Credits for You, and there is no guarantee that Bill Credits will equal the Estimated Benefits.
<b>Data Sharing and Privacy Policy</b>	You agree to permit Us to request data from Your Utility regarding information about Your account, historical electricity usage and other related information. Our privacy policy for how information related to Your service will be protected and under what circumstances it will be shared is provided in the Contract and can be viewed on our website at <a href="http://communitypowerpartners.com/privacy-policy/">http://communitypowerpartners.com/privacy-policy/</a> .
<b>Right to Cancel Without Penalty</b>	You have the right to terminate the Contract without penalty within three business days after signing the Contract by notifying Us at: 800-285-0193 or <a href="mailto:info@communitypowerpartners.com">info@communitypowerpartners.com</a> , or by mail to the address at the top of this form.
<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 1-800-342-3377. 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>Preparer Name and Contact Information</b>	Sales Representative: _____; Phone: 800-285-0193; Email: <a href="mailto:info@communitypowerpartners.com">info@communitypowerpartners.com</a>

Name and Title of Authorized Company

Representative: Scott Sabbagh, Managing Member

Signature of Authorized Company Representative:

Date:

Scott Sabbagh

\_\_\_\_\_

Name of Customer:

\_\_\_\_\_

Signature of Customer:

Date:

\_\_\_\_\_

\_\_\_\_\_

**Exhibit C**  
**NOTICE OF CANCELLATION**

Notice of Cancellation

Date of Transaction: \_\_\_\_\_ (this is the date You signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN DAYS following receipt by Community Power Partners, LLC (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider does not pick them up within 20 days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Community Power Partners, LLC at 470 Mamaroneck Ave, Suite 300 White Plains, NY 10605 no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, \_\_\_\_\_ HEREBY CANCEL THIS TRANSACTION on \_\_\_\_\_ 20\_\_.

Owner’s Signature:

\_\_\_\_\_

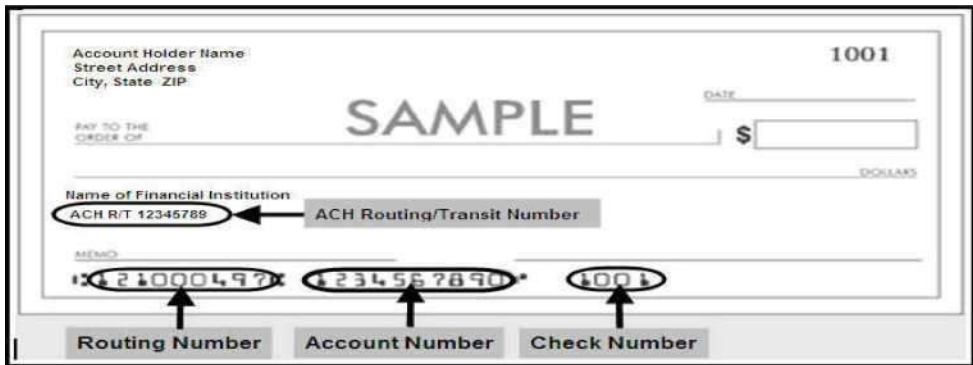
Co-Owner’s Signature:

\_\_\_\_\_

**Exhibit D  
ACH Recurring Payment Authorization Form**

**A. Important Instructions**

1. This form is required to authorize the Community Power Partners, LLC and/or its Affiliates, successors and/or assigns (hereinafter referred to as the "Company") to:
  - Establish a Designated Payment Account for payment of recurring monthly VDER Credit Payments.
  - 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 and keep it with the Agreement.
4. In order to ensure timely and accurate processing, please include a voided check when submitting the form. If a voided check is not attached, please ensure any written information is legible and all sections are completed.
5. Below is an example of a voided check highlighting the location of the routing/transit number and bank account number:



**Your Designated Payment Account Information**

Your Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Signature Section.** By signing below, the account holder(s) acknowledge(s) that they have received, read and agree to the incorporated "Terms and Conditions" on Page 2 of this form and confirm(s) the accuracy of the information provided above on this form.

Signature of Account Holder \_\_\_\_\_ Date \_\_\_\_\_ Signature of Additional Account Holder \_\_\_\_\_ Date \_\_\_\_\_

Customer Email Address: \_\_\_\_\_



**ACH Recurring Payment Authorization Form  
(Continued)**

**B. Terms and Condition**

1. By completing this form, you are authorizing the Company to debit the account provided on this form (which may be referred to as a Designated Payment Account) to pay recurring Monthly Payments and other amounts due under the Agreement.
2. The authorization provided by this form will remain in effect until the Company receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to the Company. The account holder acknowledges and agrees that the Agreement requires payment by ACH and that the failure to make payments due under that agreement as therein required may result in termination of the Agreement and in additional amounts to be due the Company, including without limitation payment for VDER Credits allocated to the Customer following the termination of the Agreement. Your termination of your authorization under this form does not modify your responsibilities under the Agreement.
3. Notification of changes to an existing Designated Payment Account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
4. Recurring VDER Credit Payments shall be drafted monthly, and the Company shall not be required to give notice of the amount or date due. Depending upon the timing of payments made by you, the Company may need to draft more than one month's VDER Credit Payment (including past due amounts) in order to bring the payments due to a current status.
5. If sufficient funds are not available on your scheduled draft date, the Company will attempt to draft again one to five days later. If sufficient funds are still not available:
  - For Monthly Payments which are due but not paid on time, the Company will attempt to draft both the missed payment and an additional \$25.00 late fee approximately 10 days after the Company learns of the nonpayment.
  - You agree to forego receiving notice of any adjustment from the recurring draft amount caused by missed or late payments.
6. No payments due the Company will be considered "paid" until the Company actually receives the funds in full.
7. The Company shall incur no liability as a result of a withdrawal being dishonored by your bank.
8. If you provide us with an **email address** on this form, we will attempt to send an email notice to that email on or before the tenth (10<sup>th</sup>) day of the month in which a payment is due, listing: the Calculated VDER Credit amount, the payment due under the Agreement, amount of the ACH draft, the anticipated draft date and your bank information.

**For any questions or other matters regarding this form or the Company's processing of ACH withdrawals in connection herewith, please feel free to contact:**

Community Power Partners, LLC  
Attn: Scott Sabbagh

Tel No.: 800-285-0193

email: [info@communitypowerpartners.com](mailto:info@communitypowerpartners.com)