

Community Distributed Generation Disclosure
2015 PITKIN SOLAR
(POWERED by YSG COMMUNITY SOLAR)

<p>Customer Information</p> <p>Distribution Utility</p>	<p>Customer Name:</p> <p>Service Address:</p> <p>Mailing Address:</p> <p>Customer Phone: 212-389-9215</p> <p>Customer Utility: Con-Edison</p>
<p>Overview</p>	<p><i>This document describes your Community Solar generation. This is a subscription disclosure. If the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</i></p> <p><i>Your Subscription allows you to participate in your Electric Utility’s solar VDER program without installing a solar electric generating system at your residence.</i></p> <p><i>We coordinate with your Electric Utility to allocate to your Electric Utility account VDER Credits from the Solar Garden owned and operated by YSG, based on your Subscription, measured in kWh. The VDER Credits allocated to your Electric Utility account will reduce the amount of your electric bill.</i></p>
<p>Price, Fees, and Charges</p>	<p><i>This is a community solar generation subscription agreement. The customer agrees to pay a fixed base price of \$X/kWh for as long as the customer is under contract with 2015 Pitkin Solar. This price will be applicable to all the units subscribed by the customer. This base price will increase by 2% each year with the increase occurring after the system completes its one life cycle (date the system achieved COD) The price increase will be reflected on the customer’s bill.</i></p>
<p>Project Location and Customer Allocation</p>	<p><i>The customer agrees to energy power from 2015 Pitkin project located at 2015 Pitkin Ave., Brooklyn, NY. The customer agrees to subscribe 4000kWh of energy on monthly basis. The Subscription Term will commence on the later of (i) the day of commercial operation of the Solar Garden (the “Commercial Operation Date”), and (ii) the day your Electric Utility has completed processing your account to be ready for receiving the VDER Credits.</i></p>
<p>Length of Agreement and Renewal</p>	<p><i>YSG will notify You when the Subscription Term commences. Unless this Agreement is earlier terminated, the Subscription Term will continue in effect until the first (1st) anniversary of the Commercial Operation Date (the “Full Subscription Term”).</i></p>
<p>Early Termination</p>	<p><i>You may terminate this Agreement without penalty (a) within three (3) days of its execution, or (b) at any time prior to the commencement of the Subscription Term if the Subscription Term has not commenced within eighteen (18) months of the execution date of this Agreement. Agreements terminated after three (3) days will be subject to a \$100 termination fee. The termination fee will be waived if the subscriber finds their own replacement for this Agreement.</i></p>
<p>Estimated Benefits</p>	<p><i>The customer agrees to receive 4000kWh of generated power on monthly basis from the 2015 Pitkin Solar project. This will be provided as kWh bill credits and will be reflected on it as such. The savings presented by 2015 Pitkin Solar are strictly an estimation. These savings are calculated as the difference between the subscriber’s electricity rate to the utility and subscriber’s community solar subscription rate.</i></p>
<p>Guarantees</p>	<p>THE ONLY WARRANTY ASSOCIATED WITH YOUR SUBSCRIPTION IS THE SOLAR GARDEN PRODUCTION GUARANTY ATTACHED HERETO AS EXHIBIT A. UNLESS SPECIFICALLY SET FORTH HEREIN, TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YOU</p>

	<i>WAIVE ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION, YSG DOES NOT REPRESENT OR WARRANT, ON AN EXPRESS OR IMPLIED BASIS, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR GARDEN OR ITS INSTALLATION OR THAT THE VDER CREDITS WILL BE DELIVERED BY YOUR ELECTRIC UTILITY. YSG HEREBY DISCLAIMS, AND YOU HEREBY WAIVE, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM THE VDER CREDITS.</i>
Data Sharing and Privacy Policy	<i>The data collected by 2015 Pitkin Solar LLC will include but not limited to customer utility, account number and payment information. All data collected by 2015 Pitkin Solar LLC will be confidential and will not be shared with any third party.</i>
Customer Rights	<i>If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</i>
Preparer Name and Contact Information	<i>Sanket Kolte YSG Community Solar LLC Phone: 212-389-9215 Email: info@ysgsolar.com</i>

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

EXHIBIT A
PRODUCTION GUARANTY

1. PRODUCTION GUARANTY. This Production Guaranty (this “**Production Guaranty**”) details YSG’s promise to You regarding the energy production of the Solar Garden. YSG guaranties that during the Subscription Term the Solar Garden will generate the guaranteed annual kilowatt-hours (kWh) associated with the size of your Subscription as set forth in the table set below (“**Guaranteed Annual kWh**”):

YEAR	GUARANTEED KWH ASSOCIATED WITH YOUR SUBSCRIPTION SIZE
1	4,000

“**Actual Annual kWh**” means the actual kWh produced by the Solar Garden associated with the size of your Subscription during each year of the Subscription Term, plus any “**Excluded Lost Generation**”, associated with the size of your Subscription as defined in Section 4, below.

“**Guaranteed Price per kWh**” means [\$x.xxxx per kWh] with an annual increase of [words] (x.xx%).

If at the end of each successive twelve (12) month anniversary of first date of the Subscription Term (“**Subscription Start Date**”) date, the Actual Annual kWh are less than the Guaranteed Annual kWh, then, within thirty (30) days of the end of the calendar year, We will credit to your Monthly Statement an amount equal to the difference between the Guaranteed Annual kWh and the Actual Annual kWh *multiplied by* the Guaranteed Price per kWh (defined below).

For example, if the first twelve (12) month period commences on October 1, 2019 and ends on September 30, 2020, and the energy the Solar Garden actually generates is less than the energy the Solar Garden was guaranteed to generate during such twelve (12) month period, within thirty (30) days after December 31, 2020, We will credit to your Monthly Statement the difference in the Actual Annual kWh and the Guaranteed Annual kWh *multiplied by* the Guaranteed Price per kWh. See the table below for a sample calculation:

Example Guaranteed Annual kWh	Example Actual Annual kWh	Example Guaranteed \$/kWh Price	Example Payment to You
\$10,000	9,500	\$0.10	\$50.00

2. EXCESS PRODUCTION. If, at the end of each successive twelve (12) month anniversary of your Subscription Start Date, the Actual Annual kWh is **greater** than the Guaranteed Annual kWh during such twelve (12) month period, for purposes of this Production Guaranty, YSG will carry over this surplus and may use this surplus to offset a deficit in Actual Annual kWh that may occur in the future.

3. MAKING A CLAIM. You can make a claim for compensation under the Production Guaranty by: (1) emailing us at our email address given in Section 14 of the Agreement; or (2) writing us a letter

and sending it overnight delivery by a well-known overnight courier service to the address given in Section 14 of the Agreement.

4. EXCLUSIONS AND DISCLAIMER. Any lost energy production resulting from the following shall be “**Excluded Lost Production**” for purposes of calculating the Production Guaranty:

(i) destruction or damage to the Solar Garden or its ability to safely produce power not caused by YSG or its approved service providers while servicing the Solar Garden (i.e., if a tree falls on the Solar Garden, We will repair the Solar Garden reasonably promptly in accordance with Prudent Industry Practices, but any lost generation during the interim will be Excluded Lost Production); and

(ii) any other Force Majeure Event; provided that YSG shall use reasonable commercial efforts to mitigate or remedy the Force Majeure Event promptly, in accordance with Prudent Industry Practices. A “**Force Majeure Event**” means any event, condition or circumstance beyond the control of and not caused by YSG’s fault or negligence. It includes, without limitation, a material reduction in the electricity being produced by the Solar Garden due to: acts of God, war (declared or undeclared); sabotage; riot; insurrection, civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; vandalism beyond that which could reasonably be prevented, explosion; fire; smoke or other particulates from volcanic eruption, earthquake; abnormal weather condition or actions of the elements or other severe natural occurrence, including without limitation hurricane, ice storm, tornado, flood, lightning, wind, or drought; the binding order of any governmental authority; the actions or failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); a change in law or regulations; unavailability of power from the utility grid, equipment, supplies or products (but only to the extent that any such availability of any of the foregoing does not result from YSG’s failure to have exercised reasonable diligence); power or voltage surge caused by someone other than YSG; and failure of equipment not owned by YSG or under its control. YSG may also declare a Force Majeure Event if: (i) YSG enters into a purchase power agreement (“**PPA**”) governing the Solar Garden and the counterparty to that PPA materially breaches the PPA, (ii) YSG declares an event of default against the counterparty to such a PPA, and that counterparty fails to cure the event of default in the cure period applicable under the PPA, or (iii) the PPA is terminated for any reason other than a breach by YSG.

5. LIMITATION OF LIABILITY. YOU MAY RECOVER UNDER THIS PRODUCTION GUARANTY ONLY AMOUNTS DUE PURSUANT TO SECTION 1 OF THIS PRODUCTION GUARANTY. IN NO EVENT SHALL YSG BE LIABLE TO YOU FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

6. ASSIGNMENT AND TRANSFER OF THIS PRODUCTION GUARANTY. YSG may assign its rights or obligations under this Production Guaranty to a third party without your consent, provided that any assignment of YSG’s obligations under this Production Guaranty shall be to a third party reasonably determined by YSG in its sole discretion to be qualified to perform such obligation. This Production Guaranty protects only the Subscriber named in the Agreement.