



**Department of
Public Service**

DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

FILL OUT AND SUBMIT THIS FORM IN MATTER 17-02273: IN THE MATTER OF REGISTRATION FOR DER SUPPLIERS³ (Attach additional sheets as necessary)

1. Business Information

Business Name: C2 Energy Capital LLC
 Address: 99 Park Avenue, Suite 1700
 City: New York State: NY Zip: 10016
 Telephone: 917-201-7611 Fax: _____

¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."

² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."

³ Instructions on registering and filing are available at

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70BABA01585257687006F3A57?OpenDocument>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here: _____

Type of Provider

CDG Provider _____ Mass Market On-Site DG Provider _____ Both ☒

Energy Source: (i.e. solar, wind, etc.) Solar

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: Chenango 1 Solar, LLC; Livingston 4 Solar, LLC and Johnstown 2 Solar, LLC

Contact Name: Christopher Lowe

Address: 99 Park Avenue, Suite 1700

City: New York State: NY Zip: 10016

Telephone: 917-201-7611 Fax: _____

Email Address: cml@c2.energy

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes _____ No ☒

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

N/A

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant’s ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

N/A

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

N/A

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:

N/A

List and describe of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

N/A

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: Christopher Lowe, Officer

Address: 99 Park Avenue, Suite 1700

City: New York State: NY Zip: 10016

Telephone: 917-201-7611 Fax: _____

Email Address: cml@c2.energy

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: Viola Echebima, Legal Counsel

Address: 99 Park Avenue, Suite 1700

City: New York State: NY Zip: 10016

Telephone: 917-982-7268 Fax: _____

Email Address: vechebima@c2.energy

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: Christopher Lowe, Officer

Address: 99 Park Avenue, Suite 1700

City: New York State: NY Zip: 10016

Telephone: 917-201-7611 Fax: _____

Email Address: cml@c2.energy

3. **Additional Requirements** (Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contractors and sub-contractors, that market on behalf of your company;
- [NYS DPS Office of Consumer Services Service Provider Form](#).

4. **Signature**

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature:  _____ Print Name: Christopher Lowe

Title: Officer Date: August 18, 2021

Company Name: C2 Energy Capital LLC

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "C2 SPECIAL SITUATIONS GROUP LLC", CHANGING ITS NAME FROM "C2 SPECIAL SITUATIONS GROUP LLC" TO "C2 ENERGY CAPITAL LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 2017, AT 4:03 O`CLOCK P.M.


Jeffrey W. Bullock, Secretary of State

5605288 8100
SR# 20172553151

You may verify this certificate online at corp.delaware.gov/authver.shtml

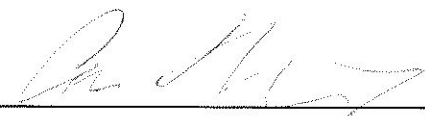
Authentication: 202397615
Date: 04-19-17

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: C2 Special Situations Group, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:
The exact name of the limited liability company is hereby
_____ amended to "C2 Energy Capital LLC". ☒

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 17 day of April, A.D. 2017.

By: 
Authorized Person(s)

Name: Candice Michalowicz Manager
Print or Type

SAMPLE MASS MARKET SUBSCRIBER AGREEMENT

COMMUNITY DISTRIBUTED GENERATION DISCLOSURE FORM

Provider Information	CDG Provider: _____ Provider has designated _____ [SERVICER NAME] _____ (“ Servicer ”) as its agent for purposes of this Agreement. _____ [SERVICER NAME] _____ is a third-party servicer that facilitates your relationship with the CDG Provider as an agent of the Provider. Any notices and communications shall be directed to: _____ [SERVICER NAME] _____ Address: _____ Phone: _____ Email: _____
Customer Information, Distribution Utility	Name: _____ Distribution Company (“ Utility ”): _____ Service Address: _____ Mailing Address (if different): _____ Telephone: _____ Email: _____
Overview	This document describes your community solar subscription agreement (“ Agreement ”) for participation in a community solar program with a solar photovoltaic project (the “ Solar Project ”) owned, operated, and maintained by _____ (the “ Provider ”). This Agreement entitles you to receive credit on your local Utility bill equal to the monetary value of your share of the kilowatt-hours of electricity generated each month by the Solar Project (“ Bill Credits ”), as further described in Section 1 below. In the event that the terms in this statement conflict with terms appearing elsewhere in the Agreement, the terms in this statement are controlling. Read this document and the Agreement carefully so that you fully understand the terms.
Price, Fees, and Charges	Each month, you will receive Bill Credits on your electric utility bill based on the electricity generated by the Solar Project. Provider’s fee will automatically be taken from the Bill Credits you receive on your utility bill. Provider’s fee is equal to [90%] of the value of the Bill Credits you receive each month. After the Bill Credits are reduced by Provider’s fee, you will receive savings of 10% (the “Savings Rate”) of the value of the Bill Credits. You will not be charged any other fees.
Project Location and Customer Allocation	Name: [PROJECT] Location: [PROJECT LOCATION] Size: [PROJECT MWP] The Solar Project to which you are subscribing may not be completed yet, and you may be placed on a waitlist until an appropriate Solar Project becomes available. We reserve the right to assign you to any eligible project based on available capacity. The size of your allocation will be determined based on your historical usage during the prior 12 months and we size your subscription to offset most of your average usage based on that historical data. Your allocation may be adjusted during the Term in our discretion or upon your request as your usage changes over time.
Length of Agreement and Renewal	This Agreement will commence on the Effective Date. The term of the agreement is one (1) year from the Effective Date and will be automatically extended each year thereafter for up to twenty (20) years under the same terms unless terminated by either Party in accordance with Section 3.
Early Termination	You may terminate the Agreement with no penalty by providing ninety (90) days written notice as set forth in Section 3 of this Agreement. Upon receipt of written notice of termination, we will coordinate with your Utility to stop your receipt of Bill Credits as soon as practicable by or after your termination date. We may terminate this Agreement at any time by giving you written notice.
Estimated Benefits	You will receive monetary Bill Credits on your Utility bill that will result in savings of 10% off of the monetary value of the Bill Credits you receive.
Guarantees	The Agreement provides 10% savings off the monetary value of the Bill Credits applied to the Customer’s Utility bill. This Agreement does not guarantee a minimum level of system performance or production of energy.
Data Sharing Privacy Policy	We the Provider, or Servicer, may request from your Utility information about your energy consumption and electric bill, including but not limited to your outstanding balances, rate class, load zone, and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month. By signing this Agreement, you authorize us to obtain and share such information with affiliates and third parties in order to service your account and fulfill the terms of your Agreement during the Term. Notwithstanding the above, you agree to execute any additional consent forms required by the Utility to authorize us to obtain and share such information. Your authorization is effective upon signing and will continue during the Term of this Agreement, unless you provide Provider with written notice that such authorization is revoked. Please review Servicer’s privacy policy at _____ [WEBSITE] _____
Right to Cancel Without Penalty	You have the right to terminate the Agreement without penalty within three business days after signing the Agreement by notifying us at _____ [PHONE NUMBER] _____ or Email: _____. See the attached Exhibit A for the Notice of Cancellation Form.

Customer Rights

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 (800) 342-3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

**Preparer Name and
Contact Information**Sales Representative
Name:

Email:

Signature of Authorized Representative of Provider:**Signature of Customer:**

Name:

Title:

Date:

Name:

Date:

COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT

Provider:

Company Name:

[PROVIDER NAME]
("Provider")

Provider's Authorized Agent:

[SERVICER NAME]

Telephone:

E-Mail:

Address:

Subscriber:

Name:

Telephone:

E-Mail

Service Address:

Effective Date:

Utility:

Utility Account Number(s):

Length of Agreement:

The Agreement shall be effective from the Effective Date until one (1) year after the Effective Date, and will be extended automatically each year thereafter for up to twenty (20) years.

Savings Rate:

10% of Bill Credits
("Savings Rate")

Solar Project:

[PROJECT]
("Solar Project")

This Community Distributed Credit Purchase Agreement ("Agreement") is made and entered into as of the Effective Date, between Subscriber and Provider (each, individually a "Party" and collectively, the "Parties"). This Agreement shall continue for **twenty (20) years from the Effective Date** unless terminated in accordance with the provisions of Section 3 of this Agreement.

Now, therefore, in consideration of the mutual premises, representations, warranties, covenants and conditions herein, the Parties agree as follows:

1. Allocation of Community Distributed Generation Credits.

- a. Provider owns, maintains and operates the Solar Project, which is part of the New York Public Service Commission's Community Distributed Generation Program ("CDG Program"). The CDG Program allows customers of the Utility to receive dollar credits on their electricity bill ("Bill Credits").
- b. You are purchasing Bill Credits, and not energy from the Solar Project. You will remain a customer of Utility and will be responsible for any outstanding charges on your Utility invoice not offset by Bill Credits. Provider is not a competitive energy supply company and this is not an Energy Supply contract.
- c. Provider will subscribe you to a percentage of the Solar Project's generation, and will instruct Utility to assign Bill Credits associated with that generation to your account. This may result in Bill Credits equaling to up to 100% of your Utility invoice every month. The amount of Bill Credits you receive may vary month to month due to weather conditions, energy market pricing, governing regulations, and other variables.

- d. Subscriber authorizes Provider and Servicer to obtain Subscriber's energy consumption and electric bill information, including but not limited to your outstanding balances, rate class, load zone, and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month from the Utility. This information will not be disclosed to any other third party, except Servicer, unless otherwise required by law or consented to by Subscriber. This authorization will be effective from the Effective Date until the last day of the Term, as extended. Subscriber may rescind this authorization at any time by providing written notice to Provider that the authorization is revoked.
- e. Should Subscriber's account with the Utility ("**Electric Account**") be changed for any reason, including a change in address, Subscriber shall immediately notify Servicer and provide a copy of any written notification from the Utility. This Agreement shall be null and void upon notice of such change, if said change disqualifies the Subscriber under the terms of the CDG Program or the applicable Utility tariff. Subscriber will forfeit the right to receive Bill Credits after the date of change to its Electric Account if such notice has not been provided.

2. Payment for Community Distributed Generation Credits.

- a. For each monthly billing period, Subscriber will receive Bill Credits on Subscriber's Utility bill based on the electricity generated by the Solar Project. The value of the Bill Credits will be shared between the Provider and Subscriber. Subscriber's share will equal the Savings Rate multiplied by the Bill Credits received and this amount will appear as a deduction on Subscriber's Utility bill.
- b. If the amount of Bill Credits exceeds the amount of usage on Subscriber's electric Utility bill in the applicable billing period, the excess Bill Credit(s) shall be applied to Subscriber's subsequent electric Utility bill. Unapplied excess Bill Credits shall remain on Subscriber's account until applied by the Utility against amounts due by Subscriber. Provider makes no representations concerning the exact amount of Bill Credits that will be available during any billing period and may adjust Subscriber's allocation without notice to Subscriber. Provider also makes no representations concerning the value of the Bill Credits provided to Subscriber, which is calculated by Utility. Subscriber is responsible for any and all applicable federal, state, or municipal taxes.

3. Term and Termination of Agreement.

- a. This Agreement shall continue for **one (1) year renewing automatically on each anniversary of the Effective Date, up to twenty (20) years after the Effective Date** or until terminated in accordance with the provisions of this Section 3.
- b. Notwithstanding anything to the contrary contained herein, Subscriber may cancel this Agreement without charge or penalty within three (3) business days of executing this Agreement by contacting Provider pursuant to Section 13 or by providing notice in accordance with Exhibit A.
- c. **Subscriber may terminate this Agreement by giving Provider written notice ninety (90) days before the desired termination date, per notice outlined in Exhibit A.** Subscriber remains responsible for payment of Bill Credits until such time as the Utility processes Subscriber's termination request, which shall be as soon as practicable after Subscriber's requested termination date.
- d. Provider may terminate this Agreement at any time by giving Subscriber written notice that it will no longer allocate Bill Credits to Subscriber. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement.

4. Mutual Cooperation/Dispute Resolution.

- a. If Subscriber, in good faith, wishes to file any complaint or dispute with Provider, Subscriber shall do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 13 below. Subscriber may also file a complaint at any time with the New York State Department of Public Service at the following:

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

Phone: +1 (800) 342-3377

Hours of operation of the NY DPS as of the date of this Agreement: 8:30 AM- 4:00 PM.

- b. Subscriber may, at any point during a dispute or complaint resolution process, request a written report from Provider detailing all attempts to resolve the complaint or dispute.

5. **Subscriber's Acknowledgements.** Subscriber understands and acknowledges that:

- a. The Solar Project will deliver electricity to the Utility and not to Subscriber. Subscriber has no ownership or other interest in the Solar Project or the electricity generated by the Solar Project.
- b. The Utility will make all calculations and determinations regarding the amount of the Bill Credit to be applied to Subscriber's electric account, which calculations shall be made pursuant to applicable law and regulations.
- c. As of the Effective Date, the Solar Project may not yet be constructed and operating. Subscriber will not receive any Bill Credits until the Solar Project has been fully constructed, achieves commercial operation and begins generating electricity, and the Utility has processed Bill Credits associated with the Solar Project. Subscriber may be placed on a waitlist for an eligible Solar Project.
- d. **PROVIDER DOES NOT GUARANTEE SAVINGS, AND PROVIDER CANNOT GUARANTEE WHETHER THE VALUE OF BILL CREDITS PROVIDED BY THE UTILITY WILL INCREASE OR DECREASE. PROVIDER DOES NOT GUARANTEE ANY MINIMUM SOLAR PROJECT PRODUCTION OR BILL CREDIT AMOUNTS TO SUBSCRIBER.**
- e. Subscriber understands that this Agreement is a purchase contract and not a security registered under federal or state law. Subscriber is entering into this Agreement solely to receive Bill Credits as an energy-related commodity for use at the Electric Account, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement.

6. **Title.**

- a. As between Subscriber and Provider, Provider will claim and receive any and all tax, environmental or other credits, grants, subsidies, renewable energy credits, environmental attributes, carbon offset credits, rebates or other benefits related to the Facility or its output (collectively "**Incentives**"), and any other benefits of owning the Solar Project, both presently and in the future. Subscriber may not claim any Incentives.

7. **Assignment.**

- a. **Subscriber may not assign this Agreement. Subscriber may, however, change the address for the electric account to which the Bill Credits are applied so long as (i) Subscriber provides written notice to Provider and (ii) the new address is serviced by the same Utility as the Electric Account. The change in address will be effective upon the Utility allowing Provider to make such change. Provider will not be liable for any Bill Credits lost as a result of such change of address.**
- b. **Provider may assign, sell or transfer the Solar Project and this Agreement, or any part of this Agreement. In the event any such assignment extends to all of Provider's obligations under this Agreement, Provider will be released from all Provider's liabilities and other obligations under this Agreement. If requested by Provider, Subscriber agrees to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Agreement as may be reasonably requested by Provider.**

8. **Force Majeure.** If Provider is unable to perform all or some of its obligations hereunder because of a Force Majeure Event, Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. "**Force Majeure Event**" means any event, condition or circumstance beyond the control of and not caused by Provider's fault or negligence that could not be reasonably foreseen by either Party prior to the execution of this Agreement. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Project caused by: flood, fire, lightning, earthquake, tornado, hurricane, pandemic, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid, any failure of equipment not utilized by Provider or under Provider's control, or any failure of the Solar Project to produce electricity not caused by Provider's fault or negligence;
- b. Provider's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event, as determined by Provider in its sole discretion;

- c. The Provider provides notice to Subscriber 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 delay.

9. **HEFPA Rights.** Subscriber is 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 covers but is 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 Subscriber’s HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of Subscriber’s rights under HEFPA will also be provided to Subscriber directly by the Utility. If applicable, Provider shall provide Customer with additional information about Customer’s HEFPA rights within a reasonable time and in accordance with the provisions of HEFPA Section 17(a).
10. **Limitation of Liability and Disclaimer of Express and Implied Warranties.** PROVIDER’S AND ITS AGENTS’ LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR PROJECT OR PROVIDER OR ITS AGENTS’ OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.
11. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the matters hereto, and there are no other agreements, written or oral, between the Parties regarding the subject matter hereof. This Agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This Agreement is governed by the 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.
12. **E-mail Consent.** Subscriber authorizes Servicer and its representatives and agents to e-mail them regarding community solar services at any current or future e-mail that the Subscriber provides. Subscriber may revoke this authorization at any time by providing written notice thereof to Servicer at the email address provided for notices in Section 13 below.
13. **Notice Provisions.** All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, effective upon delivery, and given by electronic mail to the address used by such Party, as applicable:

To Provider’s Authorized Agent	To Subscriber:
_____[SERVICER NAME]_____ Email: Phone:	Email: Telephone:

14. **TCPA Consent.** Subscriber authorizes Servicer and its representatives and agents to contact them regarding community solar services at any current and future phone numbers that the Subscriber provides using automatic dialing systems, artificial or pre-recorded messages, and/or SMS text messages, even if the Subscriber will be charged by their service provider(s) for receiving such communications. Subscriber may revoke this authorization at any time by providing written notice thereof to Servicer at the email address provided for notices in Section 16 below.
15. **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.

16. **Survival.** Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations, including representations, warranties, remedies, or indemnities that, by their nature, should survive such cancellation, expiration, or termination, which obligations shall survive for the period of the applicable statute(s) of limitation.

By signing this Agreement, Subscriber acknowledges that Subscriber has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

PROVIDER:

SUBSCRIBER:

Name:

Title:

Date:

Name:

Title:

Date:

EXHIBIT A
NOTICE OF CANCELLATION

Effective Date of the Community Distributed Credit Purchase Agreement:

Please select termination type below:

☐

TERMINATE THE COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE EFFECTIVE DATE

If this line is checked, the "Termination Date" shall be the date upon which this Notice of Cancellation is executed by the Subscriber.

☐

TERMINATE THE COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT UPON NINETY (90) DAYS NOTICE.

If this line is checked, the "Termination Date" shall be the date that is ninety (90) days after the date upon which this Notice of Cancellation is executed by the Subscriber and delivered to the Provider.

TO CANCEL THIS TRANSACTION, EMAIL THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO ____ [EMAIL] _____. INCLUDE YOUR NAME, AND UTILITY ACCOUNT NUMBER, WITH THE SUBJECT LINE "RIGHT TO CANCEL."

I HEREBY CANCEL THIS TRANSACTION.

(Subscriber's Signature)

Date

SAMPLE ANCHOR SUBSCRIBER AGREEMENT

COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT

Provider:

Company Name:

[]
("Provider")**Provider's Authorized Agent:**

Telephone:

E-Mail:

Address:

Subscriber:

Name:

Telephone:

E-Mail

Service Address:

Effective Date:

Utility:

Utility Account Number(s):

[UTILITY]
("Utility")

Length of Agreement:

The Agreement shall be effective from the Effective Date until one (1) year after the Commercial Operation Date of the Solar Project ("COD") and will be extended automatically each year thereafter for up to twenty-five (25) years, unless terminated per the Agreement.

Bill Credit Discount:

10% ("Bill Credit Discount")

Solar Project:

[PROJECT] ("Solar Project")
Location
Initial Percentage Allocation

This Community Distributed Credit Purchase Agreement ("Agreement") is made and entered into as of the Effective Date, between Subscriber and Provider (each, individually a "Party" and collectively, the "Parties"). This Agreement shall continue for twenty-five (25) years unless terminated in accordance with the provisions of Section 4 or 6 of this Agreement.

Now, therefore, in consideration of the mutual premises, representations, warranties, covenants and conditions herein, the Parties agree as follows:

1. Allocation of Community Distributed Generation Credits.

- a. Provider owns, maintains and operates the Solar Project, which is part of the New York Public Service Commission's Community Distributed Generation Program ("CDG Program"). The CDG Program allows customers of the same utility to receive dollar credits on their energy bill, known Community Distributed Generation Credits ("Bill Credits").
- b. Provider makes no representations concerning the exact amount of Bill Credits that will be applied.
- c. Provider makes no representations concerning the value of the Bill Credits provided to Subscriber, which is calculated by Utility and subject to change.
- d. Should Subscriber's account with the Utility ("Electric Account") be changed for any reason, including a change in address, Subscriber shall immediately notify Provider and provide a copy of any written notification from the Utility.
- e. The Annual Expected Production Output of the Solar Project set forth in Exhibit 1 is provided for informational

purposes only and Provider makes no representation or guarantee as to the actual production of the Solar Project.

2. Payment for Community Distributed Generation Credits.

- a. For each monthly billing period, Subscriber will receive Bill Credits that will be applied to Subscriber's Utility bill. The amount of Bill Credits will be based on the percentage of the Solar Project's output allocated to Subscriber ("**Percentage Allocation**") and the electricity generated by the Solar Project. Subscriber's initial Percentage Allocation is set forth on page one of this Agreement.
- b. The value of the Bill Credits will be shared between the Provider and Subscriber. Subscriber's share will equal the Bill Credit Discount multiplied by the Bill Credits that are allocated to Subscriber and this amount will appear as a deduction on Subscriber's Utility bill.
- c. If the amount of Bill Credits exceeds the amount of usage on Subscriber's electric Utility bill in the applicable billing period, the excess Bill Credit(s) shall be applied to Subscriber's subsequent electric Utility bill. Unapplied excess Bill Credits shall remain on Subscriber's account until applied by the Utility against amounts due by Subscriber.
- d. Provider may assign Subscriber to any eligible project based on available capacity. Subscriber's allocation will be sized to offset most of Subscriber's average usage based on Subscriber's historical usage during the prior 12 months. The Percentage Allocation may be adjusted during the Term in Provider's discretion.
- e. Subscriber is responsible for any and all applicable federal, state, or municipal taxes associated with the Bill Credits.

3. Mutual Cooperation/Dispute Resolution.

- a. The Parties agree to attempt to resolve any disputes concerning the Agreement in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Subscriber or Provider as applicable, with clear communication regarding the method and timing of these disbursements or payments.
- b. Any dispute, claim or controversy arising out of or relating to this Agreement that is not resolved in accordance with the above sections within thirty (30) days after notice of the dispute, claim or controversy has been delivered to either party shall be determined by arbitration at a location that is reasonably convenient to Subscriber and Provider before a single arbitrator, or by small claims court.

4. Term and Termination of Agreement.

- a. The Agreement shall commence on the Effective Date until one (1) year after the project's Commercial Operation Date ("COD") and will be extended automatically each year thereafter for up to twenty-five (25) years unless terminated per the section 4(b) herein.
- b. Notwithstanding anything to the contrary contained herein, Subscriber may terminate this Agreement by giving Provider ninety (90) days' written notice, and Provider may terminate this Agreement by giving Subscriber thirty (30) days' written notice. Subscriber remains responsible for payment of Bill Credits until the Agreement terminates.

5. Title

- a. As between Subscriber and Provider, Provider will claim and receive any and all tax, environmental or other credits, grants, subsidies, renewable energy credits, environmental attributes, carbon offset credits, rebates or other benefits related to the Facility or its output (collectively "Incentives"), and any other benefits of owning the Facility, both presently and in the future.

6. Events of Default.

- a. Subscriber's failure to provide notice of a change in the Electric Account pursuant to Section 1(b) of Agreement or any event that disqualifies the Subscriber from participating in the CDG Program under the terms of the CDG Program or the applicable Utility tariff shall be considered an event of default ("**Event of Default**").
- b. Immediately upon an Event of Default by Subscriber, Provider may, in its sole discretion, terminate this Agreement by giving Subscriber written notice thereof and allocate and/or assign to a third party the capacity allocated to Subscriber by the terms of this Agreement.

7. Assignment.

- a. Subscriber may not assign this Agreement.
- b. Provider may assign, sell or transfer the Solar Project and this Agreement.

8. INDEMNIFICATION/LIMITATIONS OF LIABILITY.

- a. **Except to the extent caused by the negligent or wrongful acts or omissions of the Party seeking indemnification hereunder each Party shall defend, indemnify and hold harmless the other Party, its**

Affiliates, and their respective officers, directors, employees, customers, agents and representatives from and against any and all Losses arising out of or relating to: (i) material breach of any obligation, representation or warranty under this Agreement by the indemnifying Party; or (ii) any negligent act or omission of the indemnifying Party or its employees, contractors or agents in performance of its obligations hereunder.

- b. The total liability of either Party under this Agreement will in no event exceed the aggregate of all amounts paid or payable by Buyer under this Agreement during the preceding twelve (12) months; provided, however, that such limitation on a Party's total liability does not apply with regard to any claims related to property damage or personal injury caused by gross negligence or willful misconduct of such Party, such Party's indemnity obligations under Section 8(a) or, with respect to Subscriber, Provider Amount payment due.

9. **Data Sharing Privacy Policy.** The Provider or its servicer [] may request from the Utility information about Subscriber's energy consumption and electric bill, including outstanding balances, rate class, and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month. Subscriber authorizes Provider to obtain and share such information with affiliates and third parties in order to service Subscriber's account and fulfill the terms of the Agreement. Subscriber agrees to execute any additional consent forms required by the Utility to authorize Provider to obtain and share such information.
10. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the matters hereto, and there are no other agreements, written or oral, between the Parties regarding the subject matter hereof. This Agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This law is governed by the 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.
11. **Notice Provisions.** All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, effective upon delivery, and given by electronic mail to the address used by such Party, as applicable:

To Provider's Authorized Agent	To Subscriber:
[] Email: [] Phone: []	Email: Telephone: [_____]

12. **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.
13. **Survival.** Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations, including representations, warranties, remedies, or indemnities that, by their nature, should survive such cancellation, expiration, or termination, which obligations shall survive for the period of the applicable statute(s) of limitation.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

PROVIDER:

SUBSCRIBER:

Name:

Title:

Date:

Name:

Title:

Date:

Exhibit 1

Annual Expected Production Output

Year of System Term	Annual Expected Performance Output	Year of System Term	Annual Expected Performance Output
1*		14	
2		15	
3		16	
4		17	
5		18	
6		19	
7		20	
8		21	
9		22	
10		23	
11		24	
12		25	
13			

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date. The Annual Expected Performance Output set forth in this Exhibit are estimates only and do not constitute a representation or guarantee of the Solar Project's actual performance in any given year.

SECOND SAMPLE ANCHOR SUBSCRIBER AGREEMENT

COMMUNITY DISTRIBUTED GENERATION CREDIT PURCHASE AGREEMENT

This Credit Purchase Agreement (the “Agreement”) is entered into this ____ day of ____ by and between _____, a _____ limited liability company (“Seller”) and _____ (“Buyer”). Seller and Buyer are each referred to herein individually as a “Party” and collectively as the “Parties”.

1. DEFINITIONS.

In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Affiliate” means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control, with the first Person. For purposes of this definition, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests) of such Person, whether by contract or otherwise.

“Agreement” means this Agreement and the exhibits and schedules hereto.

“Annual Expected Production Output” has meaning as defined in Section 3.5(e).

“Applicable Law” means any laws, statutes, ordinances, regulations, rules, notice requirements, Governmental Approval requirements, court orders, treaties or other international agreements, agency guidelines, principles of law, including the common law, and orders of any Governmental Authority, which at any time may be applicable to a Party’s rights and obligations hereunder, including without limitation, the construction, operation, and ownership of the System, and Credits distributed pursuant to the CDG Program.

“Bankruptcy Event” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banks in New York are authorized or obligated to close.

“Buyer Default” has the meaning set forth in Section 10.2(a).

“Buyer Termination Notice” has the meaning set forth in Section 10.1(b).

“Buyer’s Account Information” means the Retail Service Address and Buyer’s account number associated with the Retail Service Address, as set forth in Schedule 1.

“Buyer’s Allocated Percentage” means Buyer’s allocated portion, stated as a percentage, of the Delivered Energy in a given month, as set forth in Schedule 1.

“CDG Program” means the community distributed generation program established by the New York State Public Service Commission in its July 17, 2015 *Order Establishing a Community Distributed Generation Program and Making Other Findings* issued in Docket No. 15-E-0082, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission regarding such program, including those in Docket Nos. 15-E-0082 and 15-E-0751, and together with any and all Tariffs applicable to community distributed generation facilities.

“CDG Savings Rate” means 10% of the Credit Value for the applicable Utility billing period, set in accordance with the Net Crediting Program rules.

“Commercial Operation Date” means the date on which the System (i) has been fully constructed in accordance with Applicable Law, (ii) is fully operational and generating electricity at full capacity on a commercial basis, (iii) has been interconnected to the Utility’s electric distribution system, and (iv) has received all Government Approvals required to operate and generate electricity.

“Confidential Information” has the meaning set forth in Section 13.1.

“Contract Year” means each consecutive 12-month period commencing on the Commercial Operation Date.

“Creditworthy” means, if a non-governmental entity, a long-term credit rating (corporate or long-term senior unsecured debt) of, or, if a governmental entity, a general obligation bond rating of (a) Baa3 or higher by Moody’s, (b) BBB- or higher by Fitch IBCA, or (c) BBB- or higher by Standard and Poor’s; or, for non-governmental entities not rated by Moody’s, Fitch IBCA, or Standard and Poor’s, an equivalent credit rating as determined by Seller through review of such non-governmental entity’s (x) most recent three (3) years of audited financial statements with notes, or, if such audited financial statements are not available, (y) Buyer’s most recent three (3) years of (i) unaudited financials (prepared by an external accountant, if available) including income and cash flow statements, a balance sheet, and accompanying notes, if any, for each, or (ii) annual reports to the extent reasonably acceptable to Seller. For purposes of this Agreement, Buyer (or an assignee of Buyer) shall be deemed Creditworthy if Buyer delivers to Seller a parent guaranty (in a form reasonably acceptable to Seller) from a Creditworthy parent of Buyer (or such assignee, as applicable) covering all obligations of Buyer (or assignee of Buyer, as applicable) under this Agreement.

“Credit(s)” means the credits generated by the System that may be applied to offset Buyer’s Utility bill. Credits do not include any Solar Incentives or Environmental Attributes

“Credit Value” means the VDER Rate applicable to Buyer’s service classification in effect at the time of energy generation (in \$/kWh) determined by the Tariff in accordance with the CDG Program rules, as may be periodically revised under the Tariff. Credit Value does not include Solar Incentives or Environmental Attributes.

“Delivered Energy” means the amount of photovoltaic energy generated by the System and delivered to the Utility as measured at the Production Meter, net of any energy consumed by the System as delivered by the Utility.

“Effective Date” has the meaning set forth in Section 2.1.

“Energy Storage Program” means the battery energy storage program established by the New York State Public Service Commission in its December 13, 2018 *Order Establishing Energy Storage Goal and Deployment Policy* issued in Docket No. 18-E-0130, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission regarding such program and together with any and all Tariffs applicable to battery energy storage systems.

“Environmental Attributes” means, without limitation, carbon trading credits, Renewable Energy Certificates or credits, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Excused Output” means the kWhs during the relevant calendar year that Seller was unable to produce electricity from the System due to the following reasons: (i) to Force Majeure; (ii) an emergency situation that threatens injury

to persons or property that was not a result of the acts or omissions of Seller; or (iii) the System being prevented from operating, or having its operations diminished or curtailed, due to the acts or omissions of Buyer or Utility.

“Force Majeure” has the meaning set forth in Section 9.1.

“Governmental Approval” means all applicable construction, land use, air quality, emissions control, environmental and other permits, licenses, and approvals from any Governmental Authority required under Applicable Law for construction, ownership, operation and maintenance of the System or for participation in the CDG Program.

“Governmental Authority” means any (a) federal, national, provincial, state, regional, local, municipal or other government, governmental or public department, central bank, court, tribunal, arbitrator, commission, board, bureau or agency, (b) subdivision, agent, commission, board or authority of any of the foregoing, or (c) any regulatory authority, agency, commission or board of any federal, national, provincial, state, regional, municipal, local or other government.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Seller at the Site.

“Interconnection Obligations” has the meaning set forth in Section 6.1(c).

“Interconnection Procedures” has the meaning set forth in Section 6.1(c).

“Interest Rate” means a rate per month equal to the lesser of (a) one percent (1%), and (b) the maximum rate allowed by Applicable Law.

“Invoice Date” has the meaning set forth in Section 5.2.

“kWh” means kilowatt-hour, a measure of energy.

“Lender” means, any Person who has made or will make a loan to or otherwise provide financing to Seller (or an Affiliate of Seller) with respect to the System, including any equity investors.

“Losses” means all losses, liabilities, claims, injuries, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses sought by a third party (including all reasonable attorneys’ fees and other reasonable costs and expenses incurred in defending any such claims or in asserting or enforcing any indemnity obligation).

“Membership List” means the form Seller files with the Utility to inform the Utility of (i) Buyer’s Allocated Percentage, and (2) Buyer’s Account Information.

“Net Crediting Program” or “Consolidated Billing Program” means a Utility program, current or future, established pursuant to the New York Public Service Commission’s (“PSC’s”) December 12, 2019 *Order Regarding Consolidated Billing for Community Distributed Generation* in Case 19-M-0463, as amended and supplemented by subsequent New York Public Service Commission orders, that in substance and with minor variations, creates a net crediting model whereby the Utility calculates the participating CDG Satellites’ Credits, remit a percentage of the value of such credits to the CDG Sponsor, less a Utility administrative fee retained by the Utility, and provide the remaining credit value on the CDG Satellites’ electric utility bills. “Party” or “Parties” has the meaning set forth in the preamble.

“Payment” has the meaning set forth in Section 5.1.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Production Meter” means the revenue quality meter installed, operated and maintained by the Utility to measure electricity generated by the System.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Solar Incentives and the Credits.

“Replacement Agreement” means an agreement between Seller and a third party with a substantially similar eligible load as Buyer and meeting the qualifications listed in Section 12.3 whereby the third party assumes Buyer’s obligations under this Agreement for the all or a portion of the remaining Term following Buyer’s termination of this Agreement.

“Retail Service Address” is each address at which Buyer receives retail electric service from the Utility, as set forth in Schedule 1.

“Seller Default” has the meaning set forth in Section 10.1(a).

“Site” means the physical location where the System is to be constructed.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and all other solar or renewable energy subsidies and incentives, including without limitation payments under the NY-Sun Program administered by the New York State Research and Development Authority (NYSERDA), and community adder payments administered by NYSERDA

“System” means the solar photovoltaic panels and all associated equipment more specifically described in Schedule 1 that generates electricity, and any co-located energy storage system, as applicable.

“System Operations” means Seller’s operation, maintenance and repair of the System performed in accordance with the requirements herein.

“Tariff” means the Utility tariff for electricity service for the System that, *inter alia*, implements the CDG Program and provides compensation for Credits generated by the System pursuant to the VDER Rate, as approved by the New York State Public Service Commission, together with any subsequent amendments and approvals thereto.

“Term” has the meaning set forth in Section 2.1.

“Termination Fee” means a fee payable by Buyer resulting from a Buyer Default, or Buyer’s termination of this Agreement in a given year before the end of the Term, as calculated in accordance with Section 2.4 and specified in Schedule 2.

“Utility” means the distribution company set forth on Schedule 1.

“VDER Rate” means the Value of Distributed Energy Resources rate for monetary credits generated from electricity generated by distributed energy resources pursuant to the methodology known as the “Value Stack,” as established by the New York State Public Service Commission in its March 9, 2017 Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters, together with any and all supplemental orders, directives, or interpretations issued by the New York State Public Service Commission or New York Department of Public Service Staff regarding such rate, including those issued in Docket Nos. 15-E-0751 and 15-E-0082, and together with any Tariff(s) following therefrom.

1.1 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

2. TERM AND TERMINATION.

2.1 Term. The term (the “Term”) of the Agreement shall commence on the date of this Agreement (the “Effective Date”) and shall continue for twenty (20) years from the Commercial Operation Date, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, this Agreement may renew for up to two (2) additional, five (5) years terms at Seller’s option on one hundred and eighty (180) days’ notice to Buyer prior to the expiration of the Term. If renewed, the Term shall continue until the end of any renewal term unless otherwise terminated pursuant to the provisions of this Agreement.

2.2 Seller Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Seller may in its sole discretion terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There exist site conditions (including environmental conditions and ecological concerns such as presence of wildlife species) at the Site or construction requirements that could not have been reasonably known as of the date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the (i) rights of Seller to construct the System on the Site, (ii) the CDG Program or Applicable Law, including any changes to the Tariff, or (iii) the regulatory environment or availability of Solar Incentives (including the failure of the System to qualify for or expiration of any incentive program or tax incentives in effect as of the date of this Agreement), or (iv) the VDER Rate as applicable to the System (including changes to methodology, compensation, or eligibility for values in the Value Stack).

(c) Seller has not received evidence reasonably satisfactory to it that interconnection services, CDG Program participation, Solar Incentives, or compensation under the VDER Rate will be available with respect to energy generated by the System.

(d) Seller has determined that there are easements, site restrictions, other liens or encumbrances, or other facts, circumstances or developments that would materially impair or prevent, or have a material adverse effect on, the installation, operation, maintenance or removal of the System.

(e) Seller has determined that Buyer is not Creditworthy.

(f) Seller is unable to obtain financing for the System on terms and conditions reasonably satisfactory to Seller.

(g) Buyer’s representation and warranty contained in Section 7.2(e) or Section 7.2(f) is no longer true and correct.

(h) A Buyer Default has occurred.

2.3 Right to Terminate this Agreement. Buyer may terminate this Agreement with no payment of the Termination Fee if the Commercial Operation Date has not occurred within two (2) years of the Effective Date. Buyer may terminate this Agreement after the Commercial Operation Date subject to the Termination Fee set forth in Schedule 2 and with one hundred and eighty (180) days’ prior notice of termination to Seller.

2.4 Termination Fee Calculation. Buyer shall pay to Seller the Termination Fee for the year of the Term in which termination occurs, as set forth in Schedule 2. Seller shall make commercially reasonable efforts to sign a Replacement Agreement; however, Seller shall have no obligation to execute a Replacement Agreement with an alternative buyer for a term less than the remaining Term or with an alternative Buyer that is not Creditworthy.

3. SYSTEM OPERATIONS.

3.1 Seller as Seller and Operator. Throughout the Term, Seller or Seller's Lender shall be the legal and beneficial owner of the System at all times. The System shall remain the personal property of Seller or Seller's Lender. Seller will operate and maintain the System in accordance with the Tariff and the CDG Program. Any necessary repairs will be made by Seller at its sole cost and expense. Buyer will not have access to the System for any purpose. Buyer will have no ownership, rights, title, interest in or control of the System, and will have no rights or obligations with respect to the operation and maintenance of the System.

3.2 Seller as CDG Sponsor and Buyer as CDG Satellite. Throughout the Term, Seller shall be the CDG Sponsor and/or CDG Host, and Buyer shall be a CDG Satellite, as those terms are defined in the CDG Program.

3.3 Obligations of Parties. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller Credits for the entire Term. Credits shall be applied to Buyer's Utility bill by the Utility no more than once per calendar month. Under the CDG Program, if the amount of Credits exceeds the amount of usage on Buyer's Utility bill in the applicable Bill Period, the excess Credit(s) shall be applied to Buyer's subsequent Utility bill. In the event any such excess Credits remains unapplied on the Buyer's account, such excess Credits shall remain on Buyer's account until applied by the Utility against amounts due by Buyer on subsequent Utility bills. Buyer understands and agrees that it shall pay the Payment, as defined in Section 5.1, to Seller regardless of whether the Credits are applied in whole or in part and carried over to subsequent Utility bills. Buyer acknowledges that this Agreement is for the purchase and sale of Credits only. Buyer will continue to receive a bill from the Utility through the Term and Buyer remains responsible for paying all charges billed by the Utility. Seller in no way assumes any liability for the Buyer's Utility charges or the performance of any obligations of the Utility, including under the CDG Program. The Parties will work cooperatively and in good faith to meet all CDG Program requirements under Applicable Law and the Tariff, including applicable interconnection and metering requirements. If the System includes a co-located energy storage system, the Parties will also work cooperatively and in good faith to meet all requirements of the Energy Storage Program. This Agreement does not convey to Buyer any right, title or interest in or to the Delivered Energy, Environmental Attributes, or Solar Incentives.

3.4 Utility Net Crediting Program. Should Seller, in its sole discretion, choose to enroll the System in the Utility's Net Crediting Program, or similar consolidated billing program, Seller would not invoice Buyer directly for the Payment. Instead, Buyer would receive a credit on its Utility bill equal to the Credit Value multiplied by the CDG Savings Rate. The Parties shall cooperate in good faith to allow for the purchase and sale of Credits under this Agreement to be administered through the Net Crediting Program, including amending the Agreement as necessary to comply with the Net Crediting Program while effectuating the original intent of the Parties and maintaining the original economic terms agreed to by the Parties. Seller may choose to not designate Buyer as an Excluded Anchor Customer or similar classification, as defined under the Net Crediting Program.

3.5 Buyer's Credit Subscription.

(a) Eligibility Date. Buyer shall begin to accrue Credits in accordance with the terms of this Agreement on the date by which all of the following shall have occurred (the "Eligibility Date"): (i) the Commercial Operations Date, (ii) Buyer has been added to the Membership List, and (iii) the Utility has accepted the Membership List with Buyer included. If the Commercial Operations Date is not known by the Effective Date, Seller will provide Buyer with notice of the Commercial Operations Date once known. Appendix A will be updated after the Commercial Operations Date with the known Commercial Operations Date and any updated System information. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties.

(b) Capacity. Commencing on the Eligibility Date and continuing throughout the Term, Buyer shall subscribe to _____% of the nameplate capacity of the System, (the "Buyer's Allocated Percentage"), provided that such allocation does not exceed the CDG Program Limitations set forth in Section 3.5(c) of this Agreement. Seller shall update Appendix A with Buyer's Allocated Percentage in kW within thirty (30) days of the Commercial Operations Date. The estimated kWh expected to be generated from Buyer's Allocated Percentage on an annual basis is _____ kWhs. Seller may increase or decrease Buyer's Allocated Percentage at any time by providing written notice and an updated Appendix A to Buyer, if such increase does not violate the CDG Program Limitations.

(c) CDG Program Limitations. The CDG Program imposes certain requirements on participation in the CDG Program, which include the following: (i) Buyer's Allocated Percentage measured over twelve (12) months shall not exceed the program limitations set forth in the Tariff, and (ii) Buyer's Retail Service Address must be within the Utility service territory in which the System is located. Buyer's participation (or the participation of others at the same Retail Service Address) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Credits or capacity which Buyer can receive or which may be attributed to Buyer in connection with this Agreement and the CDG Program. The Utility is not obligated to provide Credits to the extent Buyer's Allocated Percentage exceeds the CDG Program Limitations. Seller reserves the right to decrease the Buyer's Allocated Capacity in order to maintain Buyer's compliance with the Program Limitation. The Program Limitation set forth in this Section 3.5 is derived from the CDG Program, and this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.

(d) Calculation of Credits. Credits are calculated pursuant to the CDG Program by the Utility and are based upon readings at the Production Meter. Credits are applied solely by the Utility. Credits to be applied on the Buyer's Utility account are calculated as the Credit Value multiplied by the kW's attributable to Buyer's Allocated Percentage, based upon readings at the Production Meter for the previous month in which solar electricity is generated by the System and delivered to the Production Meter. If readings from the Production Meter are unavailable, Seller shall measure System production from its meter installed at the System. Buyer acknowledges and agrees that Seller's sole obligation regarding payment of Credits to Buyer is to request and use commercially reasonable efforts to require Utility to deliver Credits. Seller will provide the Utility with Buyer's Account Information so that the Utility can post the appropriate amount of Credits to Buyer's Utility bill, pursuant to the allocations shown in the Membership List. The duration, terms and conditions of the CDG Program, including the Credit Value used to determine Credits, are subject to the sole and exclusive control of the Utility, and Seller has not made any representations or warranties with respect to the expected duration of the CDG Program or the amounts to be provided by the Utility as Credits. Customer understands that (i) the Credits received by Buyer for a particular month will be reflected on Buyer's Utility bill as a monetary credit amount and not as an electricity quantity; and (ii) such Credits will be reflected on Buyer's monthly invoice according to the Utility's billing cycle, which may be approximately one (1) month after the month in which the Credits are generated by the System.

(e) Annual Expected Production Output. Seller estimates that the System should have delivered an "Annual Expected Production Output" for each twelve-month period during the Term beginning on the Commercial Operation Date, which shall be the annual kWh at the Production Meter and adjusted for weather conditions and a 0.7% annual degradation in System performance. These values are specified in Schedule 3.

(f) Guaranteed Output. Seller hereby guarantees that Buyer's Allocated Percentage of Delivered Energy will be at least eighty-five percent (85%) of the Annual Expected Production Output multiplied by Buyer's Allocated Percentage (the "Guaranteed Output"). For purposes of calculating whether the Guaranteed Output has been achieved, within forty-five (45) days following each anniversary of the Commercial Operation Date during the Term, Seller shall deliver to Buyer a report (the "Seller's Report") describing Buyer's Allocated Percentage, the amount of Excused Output, the Delivered Energy, the inputs used to calculate the Production Output, the Annual Expected Annual Expected Production Output and whether the Delivered Energy achieves the Guaranteed Output.

(g) In the event that the Buyer's Allocated Percentage of Delivered Energy is less than the Guaranteed Output (the amount of difference being the "Production Difference"), then Seller shall pay Buyer an amount equal to the product of (i) the Production Difference and (ii) the Rate Difference. Payment shall be made within thirty (30) days following receipt of written notice from Buyer of the amount due. "Rate Difference" means greater of (i) the Credit Value (or weighted average Credit Value) in place during the relevant Contract Year set forth in Seller's Report (on a per kWh basis) minus the Buyer's CDG Savings Rate for the relevant Contract Year, and (ii) zero (0).

3.6 Environmental Attributes and Solar Incentives. Buyer's purchase does not include Environmental Attributes or Solar Incentives. Buyer disclaims all right to Solar Incentives or Environmental Attributes based upon the installation of the System, and shall, at the request of Seller, execute any document or agreement reasonably necessary to fulfill the intent of this Section 3.6. Buyer agrees not to make any statement contrary to Seller's ownership of all Environmental Attributes and Solar Incentives associated with the System.

4. REALLOCATION; ADDITIONAL CAPACITY.

4.1 Reallocation. Seller reserves the right, at its option and in its sole discretion, to assign all or a portion of Buyer's Allocated Percentage among one or more systems that qualify for the CDG Program, so long as such reallocation is also made to other eligible systems in the same Utility's service territory. Seller will provide Buyer reasonable notice of any such assignment. The Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s). To effectuate such assignment, Seller will provide Buyer revised copies of Schedule 1 and Schedule 2, as applicable. Upon Buyer's receipt of such revised Schedule(s), the Agreement will be deemed to incorporate such revised Schedules without further action by the Parties as to Schedule 1 and Schedule 2.

5. PRICE AND PAYMENT.

5.1 Consideration. In consideration for receiving Credits, Buyer shall pay Seller a monthly payment (the "Payment") commencing on the Eligibility Date and continuing through the Term, equal to the product of (x) the Delivered Energy for the relevant month, (y) the Credit Value, and (z) Buyer's Allocated Percentage. Buyer understands that the Credit Value is based on the VDER Rate and, because the VDER Rate will change from time to time, the Credit Value will increase and decrease during the Term.

5.2 Invoices. Seller shall invoice Buyer on or before the thirtieth (30th) calendar day after receipt of each periodic billing statement provided by the Utility relating to the System (each such date an "Invoice Date") for the Payment in respect of Credits corresponding with Buyer's Allocated Percentage produced during the immediately preceding Utility billing cycle. Buyer's first invoice under this Agreement shall be for the first full calendar month after the Eligibility Date in which Credits corresponding with Buyer's Allocated Percentage are issued. For the avoidance of doubt, Buyer shall (i) neither receive nor be entitled to any Credits prior to the Commercial Operation Date, and (ii) have no obligation to make, or any liability for, Payments for Credits prior to the Commercial Operation Date.

5.3 Time of Payment. Buyer shall pay all undisputed amounts due hereunder within thirty (30) days after the date of Buyer's receipt of the applicable invoice. Interest will be charged on late Payments at the Interest Rate until Buyer has fully paid the past due balance.

5.4 Method of Payment. Buyer shall make all Payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Seller. If Buyer does not have electronic funds transfer capability, the Parties shall agree to an alternative method for submitting Payments. Except for billing errors or as provided in Section 5.5 below, all Payments made hereunder shall be non-refundable, free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

5.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. Payment of the disputed amount shall not be required until the dispute is resolved. If an amount disputed by Buyer is subsequently deemed to have been due by the Buyer pursuant to the applicable invoice, interest shall accrue at the Interest Rate on such amount from the date becoming past due under such invoice until the date paid. Inadvertent overpayments, including as a result of a disputed invoice resolved in Buyer's favor, shall be returned promptly or deducted by the Party receiving such overpayment from subsequent payments.

5.6 Billing Adjustments Following Utility Billing Adjustments. If, as a result of a Utility billing adjustment, the quantity of Delivered Energy is decreased and the Utility reduces the amount of Credits allocated to Buyer for such period, Seller shall reimburse Buyer for the difference between the Credits that Buyer paid for and those allocated to Buyer. If as a result of such adjustment, the quantity of Delivered Energy allocated to Buyer is increased and the Utility increases the amount of Credits allocated to Buyer for such period, Buyer shall pay for the additional Credits at the Credit Value applicable during such period.

5.7 Consolidated Billing under the Net Crediting Program. If the System is enrolled in the Utility's Net Crediting Program, or similar consolidated billing program, and Seller decides not to designate Buyer as an Excluded Anchor Customer, then Sections 5.1 through 5.6 of this Agreement will be omitted and not have effect. Upon enrollment in Net Crediting, the purchase and sale of the Credits under the Agreement would be administered through the Net Crediting Program and the Parties will act in good faith and take all reasonable steps to participate in and comply with the Net Crediting Program rules, while effectuating the original intent of the Parties and maintaining the original economic terms agreed to by the Parties.

6. GENERAL COVENANTS.

6.1 Seller's Covenants. Seller covenants and agrees to the following:

(a) Notice of Damage or Emergency. Seller shall promptly notify Buyer if it becomes aware of any significant damage to or loss of the use of the System that could reasonably be expected to adversely affect the System.

(b) Governmental Approvals. While providing the Installation Work and System Operations, Seller shall obtain and maintain and secure all required Governmental Approvals to enable Seller to perform such obligations.

(c) Interconnection Fees. Seller shall be responsible for all costs, fees, charges and obligations required to connect the System to the Utility distribution system ("Interconnection Obligations"), including any fees associated with system upgrades and operation and maintenance carrying charges, as provided in the interconnection procedures of the Utility ("Interconnection Procedures"). In no event shall Buyer be responsible for any Interconnection Obligations.

(d) Compliance with Tariff and Interconnection Procedures. Seller shall cause the System to be installed, maintained and operated in compliance with the Tariff and the Interconnection Procedures.

(e) Buyer's Account Information. Seller shall be responsible for providing Buyer's Account Information to the Utility, in accordance with the Tariff. Seller shall take care to preserve the privacy expectations of Buyer, including by not publicly disclosing Buyer's Account Information. Seller shall not disclose such information to third parties, other than to the Utility or Governmental Authorities in connection with the CDG Program, unless Buyer has provided explicit informed consent or such disclosure is in accordance with the terms of Section 13.1 or compelled by Applicable Law.

(f) Communications. Seller shall designate a representative to be available to Buyer to address all operational matters under this Agreement. Seller shall use best efforts to respond to communications from Buyer within two (2) Business Days after receiving Buyer communications.

(g) Insurance Coverage. Seller shall maintain insurance coverage sufficient to repair, restore or rebuild the System in the event of significant damage or loss in the use of the System. Coverage shall include General Liability Insurance, which includes contractual liability and completed operations insurance for damages arising out of Seller's negligence. Seller shall provide proof of insurance upon Buyer's request.

6.2 Buyer's Covenants. Buyer covenants and agrees as follows:

(a) Consents and Approvals. Buyer shall ensure that any authorizations required of Buyer under this Agreement are provided in a timely manner. To the extent that only Buyer is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Buyer shall cooperate with Seller to obtain such approvals, permits, rebates or other financial incentives.

(b) Buyer's Account Information. To the extent Buyer's Account Information is not fully set forth in Schedule 1 as of the date of this Agreement, Buyer shall provide Seller with such information within thirty (30) days of the date of this Agreement.

7. REPRESENTATIONS & WARRANTIES.

7.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party 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;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;
- (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and
- (g) no Bankruptcy Event has occurred and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in a Bankruptcy Event.

7.2 Specific Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement that:

- (a) (i) Buyer is an "accredited investor" as that term is defined in Rule 501 of the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), or (ii) Buyer is an incorporated municipality or governmental subdivision with total assets in excess of \$5,000,000; provided, however, that notwithstanding the representation and warranty set forth in (i), the Parties agree that this Agreement is not, and is not intended to be, a security under applicable state and federal securities laws;
- (b) Buyer is the sole party in interest agreeing to purchase Credits corresponding with Buyer's Allocated Percentage and is acquiring such Credits for its own account and not with a view to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of such Credits in any manner that will violate applicable securities law. Buyer is aware that this Agreement and the Credits corresponding with Buyer's Allocated Percentage have not been registered under the Securities Act or registered or qualified under the securities laws of the state in which Buyer resides or is located based in part upon the representations of Buyer contained herein;
- (c) Buyer has been given the opportunity to ask questions of, and receive answers from, Seller concerning the terms and conditions of this Agreement and other matters pertaining to this Agreement, and has been given the opportunity to obtain such additional information necessary in order for Buyer to evaluate the merits and risks of the purchase of Credits corresponding with Buyer's Allocated Percentage to the extent Seller possesses such information or can acquire it without unreasonable effort or expense;
- (d) Buyer is a retail electric service customer of the Utility and the Retail Service Address is within the same Utility's service territory as the System;

- (e) Buyer is not an electric utility, generation company, aggregator, supplier, energy marketer, or energy broker; and
- (f) Buyer is Creditworthy.

7.3 Specific Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement that:

- (a) The System does not infringe on any third party's intellectual property; and
- (b) Seller has taken all required actions, if any, necessary to comply with the Public Utility Holding Company Act of 2005, as amended, and
- (c) Seller is not an electric utility subject to the rate regulation by any Governmental Authority.

7.4 Exclusion of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PERFORMANCE BY SELLER HEREUNDER SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO BUYER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER.

8. TAXES AND GOVERNMENTAL FEES. Seller shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Seller shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues, as applicable. Buyer is responsible for any and all taxes assessed on the generation, sale, delivery, or consumption of Delivered Energy or Credits. In the event that Seller is assessed any taxes for which Buyer is responsible hereunder, and to the extent permitted under Applicable Law, Seller shall invoice Buyer for the amount of such taxes to the extent paid by Seller. All such taxes shall be remitted to the appropriate taxing authority by Seller in a timely manner.

9. FORCE MAJEURE.

9.1 Definition. "Force Majeure" means (a) with respect to Seller, any act or event that prevents Seller from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of Seller and Seller had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums); and (b) with respect to Buyer, the repeal or modification by a Governmental Authority of Applicable Law enabling the CDG Program such that Buyer is no longer able to receive the anticipated Credits under this Agreement. Subject to the foregoing conditions, "Force Majeure" shall include, without limitation, acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; volcanic eruptions; explosion; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; pandemics; a Governmental Authority's actions or failure to act; a utility's actions or failure to act; or any event of force majeure as defined under the Interconnection Procedures.

9.2 Excused Performance. Except as otherwise specifically provided in the Agreement, a Party shall not be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure; *provided* that such Party shall as soon as reasonably practical (i) notify the other Party in writing of the existence of the Force Majeure, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

9.3 Termination in Consequence of Force Majeure. If a Force Majeure shall have occurred that has affected Seller's performance of its obligations hereunder and that has continued for a continuous period of ninety (90) days or more, then Seller shall be entitled to terminate the Agreement. Upon such termination for a Force Majeure, Buyer shall be responsible for making any and all payments up to the start of such Force Majeure event.

10. DEFAULT.

10.1 Seller Defaults and Buyer Remedies.

(a) Seller Defaults. The following events shall be defaults with respect to Seller (each, a "Seller Default"):

(i) Except as otherwise expressly permitted in this Agreement, Seller terminates this Agreement before the end of the Term;

(ii) Seller is in breach of any representation or warranty or fails to perform any material obligation as set forth in this Agreement and (A) if such breach or failure can be cured within thirty (30) days after Buyer's notice of such breach or failure and Seller fails to so cure, or (B) Seller fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; or

(iii) A Bankruptcy Event occurs with respect to Seller.

(b) Buyer's Remedies. If a Seller Default described in Section 10.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 11, Buyer may terminate this Agreement and exercise any other remedy it may have at law or equity or under this Agreement; provided, however, that no termination shall be effective under this Section 10.1(b) unless:

(i) Buyer has delivered to Seller a notice of its intent to terminate this Agreement, which such notice shall describe the Seller Default that has occurred and is continuing ("Buyer Termination Notice");

(ii) thirty (30) days have passed since Seller's receipt of the applicable Buyer Termination Notice; and

(iii) Seller has not cured the Seller Default set forth in the applicable Buyer Termination Notice as of the time of termination.

(c) In the event that a change in the CDG Program prevents Buyer from receiving Credits, Buyer may terminate this Agreement by notice thereof delivered to Seller, which notice shall describe such change in reasonable detail.

(d) In the event of a termination under Section 10.1(b), Buyer shall use reasonable efforts to mitigate its damages. Buyer shall not be required to pay any Termination Fee for exercising its rights under Section 10.1(b) or Section 10.1(c).

10.2 Buyer Defaults and Seller's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) Except as otherwise expressly permitted in this Agreement, Buyer terminates this Agreement before the end of the Term;

(ii) Buyer fails to make any payment when due in accordance with Section 5 and such nonpayment is not cured within ten (10) days after notice of such nonpayment has been received by Buyer;

(iii) Subject to foregoing clause (ii), Buyer breaches any representation or warranty or any material term of the Agreement and (A) such breach can be cured within thirty (30) days after Seller's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; or

(iv) A Bankruptcy Event occurs with respect to Buyer.

(b) Seller's Remedies. If a Buyer Default described in Section 10.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 11, Seller may exercise the following rights and remedies, each of which shall be cumulative of and shall be in addition to every other right or remedy provided for in this Agreement, and the exercise of any one or more of which shall not preclude the simultaneous or later exercise by Seller of any other rights or remedies provided for in this Agreement:

(i) terminate this Agreement, and, at Seller's option, sell Buyer's Allocated Percentage to one or more Persons other than Buyer, and recover from Buyer any loss in revenues resulting from such sales (less revenue received by Seller from selling Buyer's Allocated Percentage to others); provided that, in the event of such termination, Seller shall use reasonable efforts to mitigate its damages;

(ii) terminate this Agreement and collect the Termination Fee; and

(iii) exercise any other remedy it may have at law or equity or under the Agreement.

11. INDEMNIFICATION/LIMITATIONS OF LIABILITY.

11.1 Except to the extent caused by the negligence, willful misconduct, or violations of Applicable Law of or by the Party seeking indemnification hereunder (the "Indemnified Party"), and subject to the limitations in Section 11.2, Section 11.3 and Section 11.4 below, each Party shall defend, indemnify and hold harmless the other Party (the "Indemnifying Party"), its Affiliates, and their respective officers, directors, employees, customers, agents and representatives from and against any and all Losses incurred by third parties arising out of or relating to: (i) material breach of any obligation, representation or warranty under this Agreement by the Indemnifying Party; or (ii) any negligent act or omission, willful misconduct, or violation of Applicable Law by the Indemnifying Party or its employees, contractors or agents in performance of its obligations hereunder, including Losses arising from personal injury, death, or damage to property arising therefrom.

11.2 Except for the Parties' indemnity obligations under Section 11.1 and any payment of the Termination Fee required hereunder, neither Party will be liable to the other Party for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement.

11.3 The total liability of Seller to Buyer under this Agreement will in no event exceed the aggregate of all amounts paid or payable by Buyer under this Agreement during the preceding twelve (12) months; provided, however, that the above limitation on a Seller's maximum liability does not apply with regard to any claims related to property damage or personal injury caused by gross negligence or willful misconduct of Seller, Seller's indemnity obligations under Section 11.1, or breach of confidentiality obligations hereunder.

12. ASSIGNMENT.

12.1 Assignment by Seller. Seller may assign this Agreement along with all of Seller's rights and obligations to any Affiliate or to a third party without the consent of Buyer, but with prompt notice, for any purpose, including in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity, or assignment of this Agreement as collateral security in connection with any financing of the System (including pursuant to a tax equity transaction); provided that for assignments third parties (other than Lenders), Seller shall provide Buyer with notice of such assignment together with information reasonably documenting that the assignee is Creditworthy and can perform Seller's obligations hereunder. In the event that Seller identifies such secured Lender, then Buyer shall comply with the provisions set forth in Exhibit A to this Agreement. Any Lender shall be an intended third-party beneficiary of this Section 12.1.

12.2 Acknowledgment of Collateral Assignment. In the event that Seller identifies a secured Lender, then Buyer hereby:

(a) acknowledges and agrees to the collateral assignment by Seller to the Lender, of Seller's right, title and interest in, to and under the Agreement, as consented to under Section 12.1 of the Agreement;

(b) acknowledges and agrees that the Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Seller's interests in this Agreement;

(c) acknowledges and agrees that it has been advised that Seller has granted a first priority perfected security interest in the System to the Lender and that the Lender has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System; and

(d) agrees to execute a consent agreement or estoppel certificate in a form reasonably satisfactory to Buyer within ten (10) days after a request by Seller.

Any Lender shall be an intended third-party beneficiary of this Section 12.2.

12.3 Assignment by Buyer.

(a) Buyer shall not assign this Agreement or any interest herein, without the prior written consent of Seller. Seller shall not unreasonably withhold, condition or delay its consent for Buyer to change the Retail Service Address for which the Credits will apply to another Retail Service Address or Retail Service Addresses that are eligible under the CDG Program to subscribe to the System, nor shall Seller unreasonably withhold, condition or delay its consent for Buyer to sell or transfer its interest or a fractional interest in this Agreement to another party with a credit rating that is equivalent or better than Buyer's and who agrees to comply with and assume all provisions under this Agreement (including, for the avoidance of doubt, pricing terms) and meets the requirements under Section 12.3(b). Such transfer shall be treated as a contract novation from the Buyer to the new party to the extent that such party expressly assumes Buyer's responsibilities under this Agreement. Subject to this Section 12.3 and the CDG Program, Buyer may transfer any fraction of its interests in this Agreement up to and including the full Buyer's Allocated Percentage which would represent a full assignment.

(b) Buyer's request for Seller's consent to any proposed change or assignment as contemplated in Section 12.3(a) shall be in writing and furnished to Seller at least thirty (30) days prior to the proposed effective date of such change or assignment, which request must include: (i) Buyer's name and mailing address; (ii) the current Retail Service Address; (iii) the new Retail Service Address (if applicable); (iv) the name of the individual or entity to whom Buyer is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Buyer for such assignment; and (v) the proposed effective date of such proposed change or assignment. In the case of any assignment of this Agreement in whole or in part to another individual or entity, (i) such assignee's Retail Service Address shall be located within the Utility's service territory as the System, (ii) such assignee shall be Creditworthy, (iii) such assignee shall have a substantially similar eligible load to Buyer, (iv) Buyer shall reimburse Seller for Seller's reasonable, documented transaction costs associated with such assignment, (v) such assignee shall execute a novation agreement of this Agreement which shall specifically include the representations and warranties set forth in Section 7.2 and a representation and warranty that such assignee is Creditworthy, and (vi) such assignment shall be effective upon the later to occur of (A) the proposed effective date of such assignment and (B) the date upon which the Utility shall have approved such assignment.

(c) Upon any assignment of this Agreement pursuant to this Section 12.3, Buyer will surrender all right, title and interest in and to the portion of this Agreement that has been assigned. Any purported assignment in contravention of this Section 12.3 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement.

(d) If Buyer terminates its retail electric service with the Utility without first transferring Buyer's Allocated Percentage to an eligible transferee, or otherwise cannot receive Credits for any reason, Buyer will forfeit

its right to receive Credits, but will continue to be responsible for the Payments under this Agreement until this Agreement is terminated pursuant to the terms in this Agreement.

13. CONFIDENTIALITY.

13.1 Confidentiality Obligations. Each Party ("Recipient") acknowledges that it may have had, and may in the future have, access to confidential information of the other Party ("Discloser"), including without limitation: (i) information concerning in any respect the business, products or services, business plans, methods, or strategies, financial information, advertising, promotional and marketing plans and strategies, customers, suppliers, employees, contractors and alliances, any proprietary, patented, licensed, copyrighted or trademarked information, technical information regarding the financing, design, operation and maintenance of the System, and/or technology and hardware and software systems (whether owned or under license) of Discloser or its Affiliates; and (ii) third party information that Discloser is obligated to keep confidential by Applicable Law, whether disclosed prior to or after the Effective Date, whether such information is disclosed orally, in writing or electronically, and whether or not specifically marked or confirmed as "confidential" or "proprietary" (collectively, "Confidential Information"). The existence and terms of this Agreement shall be deemed Confidential Information of each Party.

13.2 Ownership, and Use. Recipient agrees to keep strictly confidential all Confidential Information of Discloser, and that such Confidential Information is and shall remain the exclusive property of Discloser. Recipient may use Confidential Information only: (i) in connection with its performance under this Agreement; and (ii) for any other purpose expressly authorized in writing by Discloser. The disclosure of Confidential Information shall not constitute an express or implied grant or license to Recipient of any rights to or under Discloser's patents, copyrights, trade secret rights, trademark rights or any other intellectual property rights.

13.3 Degree of Care; Access by Employees. Without limiting any other obligation hereunder, Recipient agrees to use the same degree of care to avoid the unauthorized disclosure, dissemination or use of Confidential Information of Discloser as Recipient uses to protect its own confidential information, but in no case less than reasonable care. Recipient shall restrict the possession, knowledge and use of Confidential Information to the directors, officers, employees, agents, Lenders and advisors to Recipient and any of its Affiliates (collectively, "Representatives") who have a need to know such Confidential Information consistent with Recipient's limited right to use the same hereunder. Prior to Recipient making any disclosure of Confidential Information to a Representative, Recipient shall advise the Representative of the confidential and proprietary nature of the Confidential Information and the terms and conditions of this Article 13. Any prohibited disclosure or use of Confidential Information by any Representative shall be deemed a breach hereof by Recipient.

13.4 Permissible Disclosures. Recipient may disclose Confidential Information of Discloser as required to comply with a valid subpoena or order of a Governmental Authority or court, or as otherwise may be required by Applicable Law, provided that Recipient gives Discloser prompt written notice to allow Discloser to seek a protective order or other appropriate remedy (except to the extent Recipient's compliance with the foregoing would cause it to violate a court order or other legal requirement). Notwithstanding any other provision herein, but subject to the provisions of Section 6.1(e), the definition of Confidential Information excludes, and neither Party shall be required to hold confidential, any information that:

(a) was known to Recipient and with respect to which Recipient was under no confidentiality obligation at the time of disclosure by Discloser;

(b) is or becomes publicly available other than through the Recipient and without breach of this Agreement;

(c) is independently developed by the Recipient without the aid of or reference to any Confidential Information; or

(d) is received by or becomes available to the Recipient without restriction from a third party under no obligation of confidentiality, and who did not acquire such information through a wrongful or tortious act or disclose such information in breach of any confidentiality obligation.

13.5 Goodwill and Publicity. Seller agrees not to disclose any Buyer information in connection with Seller's marketing and promotional materials without the prior written consent of Buyer in each instance. Buyer agrees not to use Seller's name, logo, trademark, trade name, service mark, or other Seller intellectual property in any marketing or promotional materials without the prior written consent of Seller in each instance. Buyer shall submit to Seller for approval any press releases regarding the Agreement and shall not submit for publication any such releases without the prior written approval of Seller.

13.6 Return of Confidential Information. Upon request by Discloser, Recipient shall promptly return or destroy the originals and all copies in all media of all documents containing Confidential Information of Discloser then in Recipient's possession or control (including all electronically stored copies), except as may be required to be retained by law or for archival purposes. Any such Confidential Information retained by Recipient hereunder shall remain subject to the confidentiality obligations of this Agreement. If Discloser requests that Confidential Information be destroyed, an authorized representative of Recipient shall certify the same has been completed in writing to Discloser within ten (10) days of such request

13.7 Equitable Relief. Recipient acknowledges that disclosure or use of Confidential Information of Discloser in violation of this Agreement may cause irreparable harm to Discloser for which monetary damages may be an inadequate remedy and difficult to ascertain. Recipient therefore agrees that Discloser shall have the right to seek injunctive or other equitable relief for any violation of the confidentiality provisions of this Agreement by Recipient, in addition to any other rights and remedies that Discloser may have at law.

14. MISCELLANEOUS.

14.1 Survival. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations, including representations, warranties, remedies, or indemnities that, by their nature, should survive such cancellation, expiration, or termination, which obligations shall survive for the period of the applicable statute(s) of limitation.

14.2 Entire Agreement. The Agreement (including the Exhibits and Schedules hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between the Parties other than those set forth herein and in the Agreement.

14.3 Amendments and Modification. Except as expressly provided in Section 4.1, this Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party. In the event any provision of this Agreement would, in the reasonable judgment of Seller, be reasonably expected to result in Seller's non-compliance with any provision in the Tariff (as the same may be amended or revised from time to time) or CDG Program rule, the Parties shall exercise commercially reasonable efforts to negotiate an amendment to this Agreement to conform the applicable provision(s) of this Agreement to the applicable provisions in the Tariff and/or CDG Program rules.

14.4 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in New York State shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

14.5 No Waiver. Any provision of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other provision of this Agreement on any future occasion, and, unless otherwise set forth in this Agreement, no failure or delay on the part of any Party in exercising any rights, powers or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other right, power or remedy thereunder. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, will not constitute a waiver by that Party of its rights with

respect to that default. Subject to Section 11 of this Agreement, all remedies, either under this Agreement or by law or in equity, shall be cumulative and not alternative.

14.6 Relationship of the Parties. Nothing contained in this Agreement will be construed as constituting a joint venture or partnership between the Parties. Neither Seller nor Buyer shall have any authority to enter into agreements of any kind on behalf of the other Party and shall not have the power or authority to bind or obligate the other Party in any manner to any third party. Seller and Buyer shall be independent parties and shall discharge their contractual obligations at their own risk.

14.7 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with laws of the State of New York, without reference to choice of laws that would require the application of the law of another jurisdiction. All actions or proceedings arising in connection with this Agreement may be tried and litigated in a court of competent jurisdiction in the State of New York. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section 14.7 by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in Section 14.11. Nothing herein shall affect the right of any Party to serve process in any other manner permitted by law.

14.8 Severability. Subject to Section 14.3, if any provision contained herein is invalid, illegal or unenforceable in any respect under any Applicable Law or decision, the scope of such provision shall be reduced to the extent necessary to make it enforceable or, if such reduction is not possible for any reason, such provision shall be severed from this Agreement entirely without effect upon the balance hereof and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way, and the Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.

14.9 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective authorized successors and permitted assigns.

14.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Signatures delivered by facsimile or portable document format (pdf) shall be deemed to be original signatures.

14.11 Notices. Any notice to be given hereunder shall be in writing and shall be sent by registered prepaid first class mail, overnight courier or by facsimile copy to the persons or addresses specified below (or such other person or address as a Party may previously have notified the other Party in writing for that purpose). A notice shall be deemed to have been served when delivered by hand at that address or received by facsimile copy, or, if sent by registered prepaid first class mail or overnight courier as aforesaid, on the date delivered. The names and addresses for the service of notices referred to herein are:

Buyer:

[Company name]

[Insert Address]

Attn: [POC]

with a copy to:

Email: []

With an additional copy to:

[Company Name]

[Insert Address]

Attn: [POC]

Legal Notices/Service of Process to:

TBD

Seller:

[Company name]

[Company name]

c/o [add name]

[Insert Address]

Attn: [POC]

with a copy to:

Email: []

Financing Party:

[To be provided by Seller when known]

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

“SELLER”:

By: _____

Name:

Title:

“BUYER”:

By: _____

Name:

Title:

EXHIBIT A

Certain Agreements for the Benefit of the Financing Parties

1. **Lender Conditions.** In order to finance the development and operation of the System, Seller may borrow money or otherwise seek investment from a Lender (as defined in the Agreement). Buyer acknowledges that Seller may finance the acquisition, development, installation, operation and maintenance of the System with financing or other accommodations from one or more financial institutions and that Seller's obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of the Agreement and a first priority security interest in the System (collectively, the "**Security Interest**"). In order to facilitate the necessary financing, Buyer consents to Seller's granting to the Lender the Security Interest.

Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights under the Agreement are and will be subject and subordinate to the Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and (ii) no amendment or modifications of the Agreement is permitted without the Lender's written consent.

2. **Lender's Default Rights.** If Seller defaults under the financing documents with the Lender, the following provisions apply:

- A. The Lender, through its Security Interest, will be entitled to exercise any of Seller's rights and remedies under the Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to the Agreement and the System.

- B. The Lender will have the right, but not the obligation, to pay all sums due from Seller under the Agreement and to perform any other act, duty, or obligation required of Seller, and to cure any default by Seller in the time and manner provided by the terms of the Agreement. Nothing requires the Lender to cure any default by Seller (a "**Seller Default**") under the Agreement, to perform any act, duty or obligation of Seller under the Agreement, unless the Lender has succeeded to Seller's rights under the Agreement, but Buyer hereby gives Lender the option to do so.

- C. If the Lender exercises its remedies under the Security Interest, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Lender (or its assignee) in lieu of sale, the Lender will give Buyer notice of the transfer or assignment of the Agreement. If Lender exercises these remedies, it will not constitute a default under the Agreement, and will not require Buyer consent.

- D. Upon any rejection or other termination of the Agreement under any process undertaken with respect to Seller under the United States Bankruptcy Code, Buyer agrees to enter into a new agreement with Lender or its assignee under substantially the same terms as the Agreement if Lender so requests within ninety (90) days of the termination or rejection of the Agreement.

- E. At Seller's request, Buyer agrees to execute and deliver to Lender and Seller such acknowledgment consent as may be required by Lender and in which Buyer acknowledges and confirms that the legal and beneficial ownership of the System remains in Seller, or its affiliate, and that the System is the property of Seller, or its affiliate.

3. **Lender's Right to Cure.** Regardless of any contrary terms in the Agreement:

- A. Buyer will not terminate or suspend the Agreement unless Buyer has given the Lender prior written notice of Buyer's intent to terminate or suspend the Agreement describing the event giving rise thereto, including any alleged Seller Default, and provide the Lender with the opportunity to cure any such Seller Default within sixty (60) days after such notice or any longer period provided for in the Agreement. If the Seller Default reasonably cannot be cured by the Lender within the period established under the Agreement, and the Lender

commences and continuously pursues the cure of such Seller Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional thirty (30) days. Seller's and Buyer's respective obligations will otherwise remain in effect during the cure period.

- B. If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of Seller's assets and within the applicable time period cures all defaults under the Agreement existing as of the date of such change in control in the manner required by the Agreement and which are capable of cure by a third party, then the Lender or such third party buyer or transferee will no longer be in default under the Agreement, and the Agreement will continue in full force and effect.
- C. At the request of Lender and/or its assignee, Buyer agrees to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue, or terminate the security interest in favor of Lender in all assets of Seller, and to secure the obligations evidenced by the Security Interest.

SCHEDULE 1

Description of System

System Site Location: «SELLER»

«Location»

System Size: «Size_ac» kW (AC) (representing an initial estimate, which may vary depending on the final design of the System)

«Size_dc» kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)

«Utility»

Battery Storage System: [insert capacity of and equipment description for any co-located battery storage system]

Utility:

Buyer's Allocation Table:

Site	Retail Service Address	Utility Account Number	Target Credit Value*	Site Allocated Percentage*
			\$	%

* Seller agrees that if the Annual Expected Production Output for Year of System Term 1 listed in Schedule 3 increases by more than 5% after execution of this Agreement, Seller shall adjust the Buyer's Allocated Percentage for each site listed in Schedule 1 to maintain the Target Credit Value.

SCHEDULE 2

Termination Fee

Contract Year	Buyer's Allocated Percentage*	Termination Fee	Contract Year	Buyer's Allocated Percentage*	Termination Fee
1	«Percentage»%		11	«Percentage»%	
2	«Percentage»%		12	«Percentage»%	
3	«Percentage»%		13	«Percentage»%	
4	«Percentage»%		14	«Percentage»%	
5	«Percentage»%		15	«Percentage»%	
6	«Percentage»%		16	«Percentage»%	
7	«Percentage»%		17	«Percentage»%	
8	«Percentage»%		18	«Percentage»%	
9	«Percentage»%		19	«Percentage»%	
10	«Percentage»%		20	«Percentage»%	

* The Termination Fee is based on the Buyer's Allocated Percentage at the time of termination. The Termination Fee listed as of the date of this Agreement is based on Buyer's Allocated Percentage on the Effective Date.

SCHEDULE 3

Annual Expected Production Output

Contract Year	Annual Expected Production Output	Contract Year	Annual Expected Production Output
1	«Yr1»	11	«Yr11»
2	«Yr2»	12	«Yr12»
3	«Yr3»	13	«Yr13»
4	«Yr4»	14	«Yr14»
5	«Yr5»	15	«Yr15»
6	«Yr6»	16	«Yr16»
7	«Yr7»	17	«Yr17»
8	«Yr8»	18	«Yr18»
9	«Yr9»	19	«Yr19»
10	«Yr10»	20	«Yr20»

C2 Energy Capital LLC's Marketing Contractors

Nelnet Servicing, LLC dba Nelnet Renewable Energy

<https://www.nelnet.com/>

NelnetEnergy@nelnet.com

121 S 13th Street, Suite 201, Lincoln, NE 68508



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 08/19/2021

Company Name C2 ENERGY CAPITAL LLC

Service Type (Check all that apply): Gas ☐ Elec ☒ ESCO ☐ Cable TV ☐
Water ☐ ILEC ☐ CLEC ☐ Toll Only ☐ Other Solar

President Richard Dove
Mailing Address 99 Park Avenue, Suite 1700, New York, NY 10016
Email Address rnd@c2.energy
Phone Number 9172017611 Fax Number _____

Vice President / Director of Customer Service Candice Michalowicz
Mailing Address 99 Park Avenue, Suite 1700, New York, NY 10016
Email Address cjm@c2.energy
Phone Number 9172017611 Fax Number _____

Primary Regulatory Complaint Manager Christopher Lowe
Mailing Address 99 Park Avenue, Suite 1700, New York, NY 10016
Email Address cml@c2.energy
Phone Number 9172017611 Fax Number _____

Secondary Regulatory Complaint Manager Richard Dove
Mailing Address 99 Park Avenue, Suite 1700, New York, NY 10016
Email Address rnd@c2.energy
Phone Number 9172017611 Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: legal@c2.energy Fax: _____