

AMP Community Solar US Inc.  
 518 17<sup>th</sup> St. Suite 950  
 Denver Co. 80202  
 communitysolar@amp.energy  
 (877)-267-8727



## NEW YORK COMMUNITY DISTRIBUTED GENERATION DISCLOSURE FORM

|   |   |  |
|---|---|--|
| <b>Customer Information</b>                     | Customer Name   |  |
|   | Email   |  |
|   | Phone   |  |
|   | Customer Billing Address  |  |
|   | Home/Mailing Address (if different than Service Address)  |  |
| <b>Distribution Utility</b>                     | Utility Name  |  |
| <b>Utility Account Number(s)</b>                |   |  |
| <b>Your Service Address(es)</b>                 |   |  |
| <b>Overview</b>                                 | <p>This document describes the key terms of Your Community Solar Subscription Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p>  |  |
| <b>Price, Fees and Charges</b>                  | <p>Upfront payment: \$0</p> <p>The Subscription Rate during the Term is a fixed ten percent (10%) discount to the Value of Distributed Energy Resource (“VDER”) credits allocated to you monthly from the Project and received as monetary credit on your utility bill. The VDER credit will vary monthly based on the kilowatt hour production of the Project and the VDER credit rate as established by your Utility and the New York State Public Service Commission.</p> <p>You will be enrolled in Consolidated Billing under this Agreement unless and until we notify you otherwise. Under Consolidated Billing, each month you will receive credits on your electric utility bill based on the electricity generated by the project. Your Subscription Rate, which will not change under Consolidated Billing, will be automatically taken from the VDER credits you receive on your utility bill. After the VDER credits are reduced by the Subscription Rate, you will receive savings equal to 10% of the VDER credits you receive.</p> <p>You will not be charged any other fees.</p> |  |
| <b>Project Location and Customer Allocation</b> | <p>We will notify you upon assigning you to an available solar project, and subscribe your account in accordance with this Agreement. The solar project will not be located on your roof or property.</p> <p>The size of your allocation will initially be based on your historical annual energy consumption and cost data and we may forecast such data if your Utility account has not been open for a full year. The size of your initial allocation will be set not to exceed one hundred percent ( 100% ) of your actual or estimated historical annual energy consumption, as applicable. We reserve the right, but shall not be obligated, to adjust your allocation upon notice to you.</p>  |  |

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|--|--|
| <b>Length of Agreement and Renewal</b>       | The term of your contract is twenty five (25) years after the Project Start Date. The Project Start Date is the first (1st) day following commencement of the Project's commercial operation on which the Host Account for the Project reflects credits generated. The system to which you are subscribing may not be completed yet, and you may be placed on a waitlist until an appropriate system becomes available.  |
| <b>Early Termination</b>                     | There are no early termination fees. You may terminate this Agreement at any time for any reason with ninety (90) days prior written notice to us. See Section 19 for additional details.  |
| <b>Estimated Benefits</b>                    | <p>For an average customer in your area, the allocated portion of the Project's generation can be expected to be between 5,000 to 20,000 kWh annually, depending on the size of the subscription. You will receive monetary credits on your electric bill for that production, based on the VDER rate in effect at the time of energy generation.</p> <p>You will pay to us a monthly Subscription Rate equal to a ten percent (10%) savings on the VDER credits received by you and applied to your Utility bill. For example, if the Utility applies \$100 in VDER credits to your Utility bill in a given month, Your payment to us will be \$90, and you will realize a 10% net benefit. Under Consolidated Billing, Your payment to us will be made by the Utility and your net benefit will be reflected on Your Utility bill.</p> |
| <b>Guarantees</b>                            | <p>You will receive ten percent (10%) guaranteed savings to the VDER credits received by you and applied to your Utility bill.</p> <p>This contract does not guarantee a minimum level of Project performance or production of energy.</p>   |
| <b>Data Sharing and Privacy Policy</b>       | We may request data, such as your historical usage, from Your Utility in order to determine your subscription level. You agree to permit Us to request data from Your local utility regarding Your account and electricity usage. See Section 15.  |
| <b>Right to Cancel Without Penalty</b>       | You have the right to terminate the contract without penalty within three business days after signing the contract by notifying AMP Community Solar US Inc. at <a href="mailto:communitysolar@amp.energy">communitysolar@amp.energy</a> .  |
| <b>Customer Rights</b>                       | If You have inquiries or complaints that the Provider is unable to resolve, You have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .   |
| <b>Preparer Name and Contact Information</b> | <p>Subscription Agent: Amp Community Solar</p> <p>Phone: (877)-267-8727</p> <p>E-Mail: <a href="mailto:communitysolar@amp.energy">communitysolar@amp.energy</a></p>  |

**Signature of Provider Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Customer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT (MASS MARKET CUSTOMER)

This **COMMUNITY SOLAR SUBSCRIPTION AGREEMENT** (together with all schedules and attachments referenced in its text as if set forth herein in full, this “**Agreement**”) is made and entered into on \_\_\_\_\_, 2022 (the “**Effective Date**”) by and between the parties whose signatures appear on this Agreement.

1. **Definitions.** Throughout this Agreement, the words “**Provider**,” “**we**,” “**us**” and “**our**” mean AMP Community Solar US Inc. The words “**Customer**,” “**you**” and “**your**” refer to the person(s) identified above and whose signature appears on this Agreement under the word “**Customer**.”

You and we are sometimes referred to in this Agreement, individually, as a “**Party**” and, together, as the “**Parties**.” Other capitalized words used in this Agreement have the meanings given to them in bold font contained in quotation marks, including in the “**General Terms and Conditions**” attached as Schedule A, which is a part of this Agreement.

2. **Description of Agreement.** This Agreement is a legally binding contract. It governs the terms and conditions under which:

(a) we will arrange for the right to transfer and assign to you a portion of the “**VDER Credits**” as described in Section 3 below which is the amount calculated by the Utility, which is presently [utility name] (“**Utility**”), in connection with the electricity generated and delivered to the Utility by a community solar project qualifying under the community distributed generation program authorized by the New York State Public Service Commission (the “**Community Solar Project**” or “**Project**”);

(b) you will receive an allocation to your account with the Utility (the “**Utility Account**”) reflecting your portion of such VDER Credits.

3. **VDER Credits.** You agree to receive the VDER Credits at a ten percent (10%) discount to the value of the Utility’s calculated Value of Distributed Energy Resources Credit (“**VDER Credit**”) allocated to your Utility Account. The VDER Credits will be calculated and allocated to your Utility Account in U.S. dollars. Ownership, title and risk of loss of any VDER Credits will transfer to you upon the Utility’s calculation of the VDER Credit under the utility account of the Project Owner, as defined in Section 10, below, in accordance with applicable law and the tariffs of the Utility. The size of your allocation of VDER Credits generated by the Community Solar Project (the “**Customer Allocation**”) will initially be based on your historical annual energy consumption and cost data and we may forecast such data if your Utility account has not been open for a full year. The size of your initial Customer Allocation will be set not to exceed one hundred percent (100%) of your actual or estimated historical annual energy consumption, as applicable. We reserve the right, but shall not be obligated, to adjust your Customer Allocation upon notice to you.

4. **Monthly Charges and Billing.** Each month, you will receive a ten percent (10%) discount to the VDER Credits applied to your Utility Account regardless of your usage of electricity and the amount due to your Utility. After the discount, the cost to you of the VDER Credits allocated your Utility Account will be ninety percent (90%) of such VDER Credits (the “**Subscription Rate**”). As an example, if \$100 in VDER Credits are applied to your Utility Account in a Billing Month, your Subscription Rate for that month would be \$90, reflecting a discount of \$10. Under Consolidated Billing (as defined under Section 5 of this Agreement), the monthly Subscription Rate amount owed to us hereunder is billed directly to you by the Utility. You are responsible for paying the Utility directly for such amount. In addition, the Utility will automatically net the Subscription Rate

from the value of VDER Credits applied to your Utility Account in a given billing period. Any unused VDER Credits in a given billing period will be treated by the Utility in accordance with your electric utility's VDER Tariff document, as amended or superseded from time to time. You will not be permitted to receive any payments in cash for any portion of the VDER Credits allocated to your Utility Account, including any portion that may remain unused or which has not been applied to actual amounts due by you to the Utility under your Utility Account bills at any time.

5. **Monthly Statement and Payment.**

(a) **Consolidated Billing.** “**Consolidated Billing**” means the utility net crediting process of splitting the VDER Credits between you and us. Notwithstanding anything to the contrary, you authorize us to sign up for Consolidated Billing at any time once Consolidated Billing has been implemented by the utility. For all Billing Months in respect to which we have elected to participate in Consolidated Billing, the Utility will automatically subtract the Subscription Rate from the value of VDER Credits applied to your Utility Account. Thus, you would only see your net savings on your electric bill. For example, if the value of the VDER Credits allocated to your Utility Account in a Billing Month is \$100, then your Utility bill will reflect a net savings of \$10, and the Utility will directly pay us the remaining \$90. For Billing Months under Consolidated Billing, you will not receive a separate Monthly Statement from us. Under Consolidated Billing, you are responsible for paying your Utility bill each month.

(b) In the event we determine, in our sole discretion, to no longer utilize Consolidated Billing, we will provide to you a statement (the “**Monthly Statement**”) showing a summary of the charges that you incurred from us including: (a) the amount and value of the VDER Credits applied to your Utility Account during the prior “**Billing Month**” (i.e., the prior month of billing), (b) the Subscription Rate, and (c) if applicable, any sales taxes or other charges imposed by any governmental authority on our sale to you of the VDER Credits and the other services provided to you under this Agreement. You agree to pay us the total amount due shown on each Monthly Statement electronically through ACH debit or credit card, by no later than twenty (20) days after the date of such Monthly Statement. You will continue to receive monthly bills from your Utility and your competitive electricity supplier, if any. The amount of VDER Credits applied to your Utility Account will be shown on your bills from the Utility. You will still need to make payments to the Utility for its provision of electricity and delivery services to you and for amounts you owe to your competitive electricity supplier, if any, not covered by the VDER Credits allocated to your account. We will provide you with reasonable notice in the event we elect to no longer utilize Consolidated Billing.

6. **Payment Obligation.** You agree that under consolidated billing, you are obligated to pay directly to the Utility, all amounts owed to us hereunder, including the Subscription Rate. Notwithstanding the foregoing, you agree that the amounts owed to us hereunder are considered absolute and unconditional obligations under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever, by you or the Utility, and that the express intent of all parties is that all amounts owed to us hereunder shall be, and continue to be, owed to us in all events, and you hereby waive all rights that you may have to (i) revoke acceptance of your allocation of VDER Credits, or (ii) to grant a security interest in the Project or your rights and interests under this Agreement.

7. **Project Not Yet Constructed.** You understand that, as of the date of this Agreement, it is possible the Community Solar Project has not been built or has not begun to operate or generate electricity from which the VDER Credits can be calculated by the Utility. You understand and agree that you may be placed on a waitlist for an eligible Community Solar Project and we will not be able to allocate and sell to you and you will not be

able to receive any VDER Credits from the Community Solar Project until the date it has begun commercial operation and has received permission from the Utility to begin to operate, the Utility has begun to measure, calculate, and allocate the VDER Credits according to law and the Utility's procedures, and the Host Account for the Project reflects bill credits in the Host Account (the "**Project Start Date**"). You further understand that once you are assigned to a particular Community Solar Project, AMP Community Solar US Inc. or the Project Owner may, in its sole discretion at any time, and without your consent, transfer your rights and obligations under this Agreement to a different Community Solar Project located in your Utility's service territory, provided such transfer shall not result in any change to your rights and obligations under this Agreement without your affirmative consent. If this occurs, AMP Community Solar US Inc. will provide you notice of such transfer and identify which Community Solar Project you have been transferred to. Notwithstanding the foregoing, you understand that this Agreement may be terminated by us as described in Section 19, below.

8. **Term**. The term ("**Term**") of this Agreement will begin on the date on the first page of this Agreement and will end twenty-five (25) years after the Project Start Date, unless earlier terminated as specifically provided for in this Agreement.

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

10. **No Ownership of Community Solar Project**. You understand that you will not own any part of or any interest in the Community Solar Project, either directly or indirectly. The Community Solar Project will be developed, constructed, owned and operated by us or a third party, which third parties may include any of our affiliates (a "**Project Owner**"). We have the right to market and sell the VDER Credits to you and allocate the VDER Credits to your Utility Account as well as other Utility Account holders on behalf of the Project Owner. We may assign this Agreement, in whole or in part, including to the Project Owner. You agree that the Project is owned by the Project Owner and the energy produced by the Project is its personal property. You understand and agree that this Agreement is for VDER Credits and is not a contract to sell or lease the Project to you, nor is it a contract to sell energy to you.

11. **Tax Credits and Rebates; Environmental Attributes**. YOU UNDERSTAND AND AGREE THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN VDER CREDITS AS DEFINED IN SECTION 2(a) ARE THE PROPERTY OF AND FOR THE SOLE BENEFIT OF THE PROJECT OWNER OR US, USABLE AT ITS OR OUR SOLE DISCRETION. WE AND THE PROJECT OWNER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH THE UTILITY OR ANY OTHER PARTY THAT WOULD ENTITLE THE UTILITY OR OTHER PARTY TO CLAIM ANY SUCH BENEFITS.

12. **Estimated Electricity for Utility Credit**. Your Customer Allocation will initially be based on your historical annual energy consumption and cost data, in accordance with Section 3 above. Due to a number of reasons, including but not limited to day-to-day, seasonal and other changes and variations in weather, the actual production of electricity by the Community Solar Project will vary, and we cannot and do not guarantee the

Community Solar Project will in fact produce electricity in any specified amounts. We also cannot and do not predict the value of the VDER Credits that the Utility will calculate and allocate to your Utility Account.

13. **Value of VDER Credits.** The value of the VDER Credit applied to your Utility Account will be calculated by the Utility based on the Utility's VDER Tariff during the term of this Agreement in accordance with the amount of electricity, measured in kilowatt hours (kWh), that is generated each month by the Community Solar Project, and your Customer Allocation. We reserve the right, but shall not be obligated, to adjust your Customer Allocation at any point during the Term, up or down, upon reasonable notice to you. The value of the VDER Credit appears as a line item reduction on your Utility bill. The amount or value of VDER Credit allocated to you and the size of your subscription are based on your historical annual energy usage and cost expenditure. Certain components of the VDER Tariff are updated monthly resulting in a change to the VDER Credit rate per kWh, as a result of weather, energy market pricing, utility tariffs, utility policy, changes in the governing regulations, generation from the Community Solar Project, or any other variables. This means that the total monthly value of your Utility savings will vary. Your receipt of the VDER Credit on your utility bill will result in savings to you of 10% off the VDER Credit you receive. You agree to pay the Subscription Rate for all VDER Credit that is shown on your Utility bill.

14. **Energy Requirements.** You understand that this Agreement is not for delivery of any electricity to your building, and you are purchasing only bill credits. You acknowledge that you will need to maintain an account with your local electric distribution company, Utility or other electricity provider and remain connected to the local distribution network or electricity grid for the provision or delivery of electricity you need at your building. You will be solely responsible for obtaining and paying for electricity and distribution services from your Utility or any other source or supplier.

15. **Information; Authorizations.** You hereby authorize us, including the Project Owner, and our third-party subcontractor(s) providing customer management services to deliver to the Utility and keep on record with the Utility such documentation and information as may be required by the Utility for us to perform our obligations under this Agreement. The execution of this Agreement shall be deemed to represent your authorization for the release of this information to us, the Project Owner, and/or our third-party subcontractor(s). You authorize us and our third-party customer management provider(s) to provide to the Utility, and access from the Utility, such information about your Utility Account as may be necessary for us to cause the Utility and the Project Owner to allocate, transfer and assign to you and apply to amounts due by you under your Utility Account your portion of the VDER Credits from the Community Solar Project. We will use such information to administer and maintain, in some cases directly and in others on the Project Owner's behalf, a list of and instructions to the Utility for allocating all participants who will receive a percentage share of the VDER Credits calculated by the Utility for the Community Solar Project. You hereby confirm that all of the information provided in connection with this Agreement is true, correct and complete. You further agree that we and/or the Project Owner may share any information provided to, or accessed or developed by, us and/or Project Owner pursuant to this Agreement (i) with our and/or Project Owner's current and potential financing partners; (ii) pursuant to the directive of a legal authority; or (3) in connection with an assignment of this Agreement to a third party.

Customer's execution of this Agreement shall constitute authorization for the release of this information as provided in this Agreement, and this authorization will remain in effect during the Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Provider or by calling 303-653-9805. We reserve the right to cancel this Agreement in the event Customer rescinds the authorization. The data obtained pursuant to this authorization will be retained by Provider for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Provider in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the

Agreement terminates, or as contained in any derivative work created by Provider in association with its business.

16. **Access to Your Utility Account and Utility Data.** You agree to provide us and our third-party customer management provider(s) with copies of the invoices you have received from the Utility and at our request other information associated with your Utility Account, including access from your Utility to your energy usage information and such other data as may be made available by you or the Utility from the meter or meters installed by the Utility at your building, for the purpose of executing this Agreement and verifying the delivery of VDER Credits to your Utility Account as expected by your electric Utility.

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

18. **Your Options If You Move.** If you decide to sell and/or move out of your building and moving will change your Utility Account, you may have the opportunity to have VDER Credits allocated to the Utility Account at your new building. If you want to transfer this Agreement to your new Utility Account, it must be located within the same Utility's service territory. In that situation, you may change the Utility Account to which your VDER Credits will be allocated. You must provide written notice to us of your new Utility Account information and such new utility account will then become the Utility Account to which we will direct the allocation of the VDER Credits, if allowed under the VDER Tariff, and any applicable governing rules and regulations. You understand that the date on which VDER Credits stop being allocated to your old Utility Account and begin being allocated to your new Utility Account may be subject to some delays.

19. **Early Termination of this Agreement.** We may terminate this Agreement: (i) before the end of the Term on ten (10) days' notice; (ii) as provided in Section 22, below, "Unforeseen Problems; Our Optional Termination" or (iii) as provided in Section 23, below, "Events of Default; Remedies". You may terminate this Agreement at any time for any reason with ninety (90) days prior written notice to us. If this Agreement is terminated pursuant to this Section, then all VDER Credits received by you prior to such termination shall be retained by you and you agree to pay us at the Subscription Rate with respect to any VDER Credits that have or may continue to be allocated to you by the Utility after termination until your Utility Account can be removed from the Project by the Utility.

20. **Allocation Delays.** Under applicable law, we will only be permitted to make changes in the CDG Allocation Request Form once per billing cycle at least thirty (30) days before the billing date. For this reason, there may be a delay of as long as three (3) months from the date you wish to begin receiving allocations of VDER Credits to your Utility Account (or if this Agreement is entered into prior to Community Solar Project achieving commercial operations, from the Credit Start Date) or the date VDER Credits cease to be allocated to your Utility Account after termination of utility service under the Utility Account identified in this Agreement. You will be charged for and are liable to pay for any VDER Credits actually allocated to your account until the Utility actually ceases allocating VDER Credits according to our instructions, pursuant to Section 19 of this Agreement.

21. **Assignment of Agreement by Us.** We may transfer and assign this Agreement at any time, in whole or in part, together with some or all of our rights and obligations under this Agreement, including but not limited to a third-party subcontractor providing customer management services for the Community Solar Project, or to a third-party Project Owner. Further, we expressly reserve the right to collaterally assign or pledge our interests hereunder or any monies due under this Agreement to any of our financing parties. If we choose to make such a transfer and assignment, we will inform you in writing that we have made such a transfer and assignment. If we will continue to coordinate certain aspects of this Agreement on behalf of the assignee, we will inform you

of any changes in our contact information. The assignee will assume in full all of our rights and obligations arising under this Agreement from and after the date of our transfer and assignment. Upon our delivery to you of written notice of such a transfer and assignment, you will have released us of all of our obligations and liabilities under this Agreement from and after the date of such notice. After we send you written notice of such a transfer and assignment, we will no longer have any obligations to you under this Agreement.

22. **Unforeseen Problems: Our Optional Termination.** If there are unforeseen problems with performing our obligations under this Agreement due to the actions or omissions of the Project Owner, actions taken by or on behalf of you or other persons, a Force Majeure Event or a Regulatory or Other Change (as defined in Schedule A), or due to the inaccuracy of any information that you provided and on which we relied, we reserve the right to terminate this Agreement by giving you ten (10) days prior written notice.

23. **Events of Default: Remedies.** Your Event of Default under this Agreement, including a Payment Default, will allow us to choose certain remedies including terminating this Agreement and removing your Utility Account from the CDG Allocation Request Form we will keep on file with the Utility for the Community Solar Project. In the event of a default by you, you will remain obligated to pay us for all VDER Credits that have or may continue to be allocated to you by the Utility, including any VDER Credits that are allocated to you following termination of this Agreement until your Utility Account can be removed from the Project by the Utility.

24. **Indemnity.** To the fullest extent permitted by law, each Party (in such capacity, the “**Indemnifying Party**”) shall indemnify, defend, protect, save and hold harmless the other Party, its affiliates, and its and their respective employees, officers, directors, members, managers, agents, contractors, successors and assigns (each, including such other Party, an “**Indemnified Person**”) from and against any and all claims, actions, costs, expenses (including reasonable attorneys’ fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature, in each case, sought by a third party (collectively, “**Third Party Claims**”), arising out of, connected with, relating to or resulting from the Indemnifying Party’s negligence or willful misconduct, except to the extent such Third Party Claim is attributable to the negligence or willful misconduct of the subject Indemnified Person. The provisions of this section shall survive termination or expiration of this Agreement.

25. **Your Representations and Warranties to us.** You hereby represent and warrant to us that: (a) you have read and you understand the terms of this Agreement including the Community Distributed Generation Disclosure Form, and the Terms and Conditions attached as Schedule A, and have had the opportunity to ask us questions and to seek advice of an attorney if so desired; (b) you are duly authorized to execute, deliver and perform this Agreement and that such execution, performance and delivery will not violate any law; (c) this Agreement is your valid obligation and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors’ rights generally); (d) your name is associated with the Utility Account and you have the full right, power and authority to enter into this Agreement; you are a retail customer of the Utility and the owner of your Utility Account (f) your execution, delivery and performance of this Agreement will not conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which you are a party or by which you or your property may be bound; (g) you are not currently a net metered customer-generator, a remote net metered host or satellite account, and are not taking standby service under the applicable tariff, and (h) all information that you have provided to us, and other facts, estimates and assumptions are accurate, true and complete in all respects.

26. **Our Representations and Warranties to You.** We hereby represent and warrant to you that (a) AMP Community Solar US Inc. is duly organized, validly existing and in good standing and is registered to



conduct business in the State of New York; (b) our execution, delivery and performance of this Agreement have been duly authorized by all necessary company action; and (c) this Agreement is our valid obligation against us 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).

27. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, and, if so executed, each such counterparty shall have the force and effect of the original for all purposes. This Agreement may be executed by .pdf, any electronic signature complying with the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229, or any signature with applicable analog state laws.

YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME AND FOR ANY REASON PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT YOU HAVE EXECUTED THIS AGREEMENT, BY NOTIFYING COMMUNITYSOLAR@AMP.ENERGY.

AMP Community Solar US Inc.:

Customer:

By: \_\_\_\_\_

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

Name:

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

Title: Authorized signatory for AMP Community Solar US Inc.

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

## SCHEDULE A

### General Terms and Conditions

1. **Definitions and Interpretation.** Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement have the meanings specified in this Agreement; (b) the singular includes the plural and vice versa; and (c) the words “include,” “includes” and “including” mean include, includes and including “for example and without limitation.” The captions or headings in this Agreement are strictly for convenience and are not to be considered in interpreting this Agreement.
2. **Regulatory or Other Change.** If any applicable law, rule, regulation, guideline, procedure, acts of any governmental authority, tariff, utility, regulatory structure, or the interpretation or application of any of the foregoing, applicable to Provider, its affiliates, or assignees or this Agreement is issued, approved, passed, authorized, enacted, modified, or repealed after the date of the Agreement by any entity, including, but not limited to, the Utility, Department of Public Service, New York Public Service Commission, or the New York Independent System Operator that establishes requirements affecting the performance of our obligations under this Agreement (each, a “**Regulatory or Other Change**”) and such Regulatory or Other Change has a material adverse effect on our cost of performing such obligations, as determined by us in our sole discretion, we will have the right to terminate this Agreement.
3. **Events of Default.** The occurrence of any one or more of the following events with respect to one of the Parties (the “**Defaulting Party**”) will be an event of default (“**Event of Default**”) under this Agreement: (a) failure to pay any amount due and payable under this Agreement, including the Subscription Rate, to (i) the Utility, under Consolidated Billing; or (ii) us, should we elect to no longer utilize Consolidated Billing, within fourteen (14) days after receiving notification on missing two consecutive payments (“**Payment Default**”); (b) failure to substantially perform any other material obligation under this Agreement; (c) a representation or warranty of such Defaulting Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby; (d) you assign, transfer, encumber, sublet or sell this Agreement without complying with Section 18 (e) such Party (i) generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any voluntary proceeding under any bankruptcy or similar law, (iv) takes any action to effectuate or authorize any of the foregoing; (v) has an involuntary proceeding commenced against it under any bankruptcy or similar law, which involuntary proceeding has not been dismissed within 30 days of such commencement, (vi) becomes subject to a judgment or similar action against a substantial portion of its properties, which action has not been released within thirty (30) days after being issued or levied (vii) acquiesces in the appointment of a receiver or similar person for itself or a significant portion of its property.
4. **Remedies.** On the occurrence of a Payment Default, the Party that is not the Defaulting Party (the “**Non-Defaulting Party**”) may suspend performance of its obligations under this Agreement if such Payment Default is not cured by the Defaulting Party within 30 days following receipt of written notice of such Payment Default. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement immediately upon written notice to the Defaulting Party following expiration of the foregoing 30-day period. On the occurrence of an Event of Default other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, following the Defaulting Party’s failure to cure the Event of Default within 30 days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure

period will be extended if and to the extent reasonably necessary to cure the Event of Default, if (a) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (b) there is no material adverse effect on the Non- Defaulting Party resulting from the failure to cure the Event of Default. Nothing herein will limit either Party's right to collect damages upon the occurrence of a breach by the other Party that does not become an Event of Default.

5. **Force Majeure Event.** Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement (other than a payment obligation) because of events which are beyond the affected Party's reasonable control and do not result from such Party's negligence (a "**Force Majeure Event**"), that Party will be excused from performing those obligations affected by the Force Majeure Event (but only to the extent so affected), provided that: (a) the affected Party gives the other Party prompt written notice fully describing the particulars of the occurrence; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (c) the affected Party uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.
6. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
7. **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement, including arranging for the consent of the holders of any mortgages on your property. You agree to cooperate with us and assist in preparing and obtaining any required documentation relating to your eligibility for VDER Credits.
8. **Assignment.** You may not assign, sell, pledge or in any other way transfer this Agreement without our prior written consent. This Agreement is binding on and inures to the benefit of the successors and permitted assignees and may continue in full force and effect as an obligation of your estate upon your death or disability.
9. **Amendments and Waivers.** Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the Party against whom the waiver or Amendment is being enforced. Your or our failure to require performance of or enforce any term of this Agreement will not be deemed to be a waiver. Your or our exercise of any right or remedy under this Agreement will not constitute a waiver of any other right or remedy provide in this Agreement or by applicable law. Any waiver of a default or other matter under this Agreement will not, unless otherwise expressly stated in writing, waive any subsequent default or other matter.
10. **Severable Provisions.** If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of this Agreement and all other provisions of this

Agreement will remain in full force and effect.

11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the Parties and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.
12. **Not a Utility, Electricity Supplier, or Broker.** You acknowledge that we are not, and that our services to you and sale of VDER Credits under this Agreement will not cause us to become, an electric utility, a generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined under New York rules, regulations, or laws.
13. **Questions or Complaints.** If you have questions about the terms of this Agreement, billing and your Subscription Rate or if you have comments or complaints about the service we are providing to you, please contact us at [communitysolar@amp.energy](mailto:communitysolar@amp.energy) or (877) 267-8727, Monday through Friday, except holidays, from 8:00 a.m. to 5:00 p.m. EST. The New York State Department of Public Service governs the New York Community Solar Program. If you have disputes related to the New York Community Solar Program you may file a complaint or dispute with the New York State Department of Public Service at 1-800-342-3377.

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

14. **Limitations of Liability.** NEITHER WE NOR OUR EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF OUR OR THEIR PERFORMANCE OR NONPERFORMANCE HEREUNDER. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT WILL NOT EXCEED THE SUM PAID BY YOU IN THE PREVIOUS CALENDAR YEAR (OR CURRENT CALENDAR YEAR IF THE AGREEMENT IS IN ITS FIRST YEAR). THE PROVISIONS OF THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
15. **HEFPA Rights.** Residential customers are entitled to protections pursuant to the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which 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 your HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of your rights under HEFPA will also be provided to you directly by the Utility. If subsequent changes in applicable law require us to provide additional information about your HEFPA rights, we shall provide you with such additional information within a reasonable time and in accordance with the provisions of Section 18(a)(i) of HEFPA.
16. **UBP-DERS Rights.** You are entitled to protections pursuant to the Uniform Business Practices for Distributed Energy Resource Suppliers, including, but not limited to, the right to cancel this agreement

without penalty within three (3) business days of the original effective date without charge or penalty; the right to information regarding Subscriber's mechanisms for handling billing questions, disputes, and complaints; and contact information for the New York State Department of Public Service in the event of a dispute or complaint with us.