

FORM OF SUBSCRIPTION AGREEMENT

COMMUNITY DISTRIBUTED GENERATION CREDIT

SALE AND PURCHASE AGREEMENT

ABSTRACT

- **You are receiving this agreement because of your interest in DG New York CS, LLC's Community Distributed Generation ("CDG") Offering.** DG New York CS, LLC ("Seller") directly or indirectly owns or controls, maintains and operates an existing or soon to be constructed community solar array (the "Solar Facility"). The Solar Facility is part of the New York Public Service Commission's CDG Program. The CDG Program allows customers of the same electric utility to receive dollar credits on their utility bill, known as Community Distributed Generation Credits ("Bill Credits"). These credits are associated with electricity produced by this Solar Facility.
- **You are not purchasing energy from the Solar Facility.** You are entering into an agreement with _____ to purchase Bill Credits. You will remain a customer of _____ ("Utility") and will be responsible for any outstanding charges on your Utility invoice not offset by Bill Credits.
- **The amount of Bill Credits you receive will vary month to month.** Seller will instruct Utility to assign Bill Credits to your account in each billing period of the Utility ("Billing Period") according to your average historical electricity kilowatt hour or "kWh" usage (or forecast kWh usage if historical data is not available) at your current residence or other Utility service location identified on the signature page hereto (the "Utility Service Location"). This will result in Bill Credits reducing your Utility bill each Billing Period. The amount of Bill Credits will change from month to month due to certain factors such as fluctuations in sunlight and the Bill Credit rate as established by Utility and the New York Public Service Commission.
- **Your subscription fee is equal to __% of the value of the Bill Credits.** This means that if the Bill Credits are \$100 for a month, the subscription fee for that month would be \$____. Because the amount of Bill Credits varies month to month, your payment will vary month to month as well. **At Seller's election, either (i) Buyer's subscription fee will be taken automatically from the Bill Credits Buyer receives on its utility bill or (ii) Buyer shall pay the subscription fee directly to Seller. If Seller requires that Buyer pays the subscription fee directly to Seller,** you will receive a separate invoice from Seller for these charges ("Seller's Invoice").

AGREEMENT

This Community Distributed Generation Credit Sale and Purchase Agreement ("Agreement") is made and

entered into as of _____, 20____ (the "Effective Date"), between Seller and _____ ("Buyer", and, together with Seller, each a "Party" and collectively the "Parties").

By signing this Agreement, you agree to be legally bound to the following terms and conditions:

1. Allocation of Community Distributed Generation Credits.

- a. To receive Bill Credits under this Agreement, Buyer must be and remain a customer of Utility at the Utility Service Location. Subject to the foregoing, for each Billing Period during the term of this Agreement, Seller shall allocate, sell, assign, and facilitate delivery of Bill Credits associated with Solar Facility production to match Buyer's historical average monthly kWh usage as closely as reasonably practicable as determined by the Utility. Seller makes no representations concerning the exact amount of Bill Credits which will be available during any Billing Period.
- b. Seller shall have the right to make adjustments to the percentage of the Bill Credits allocable to Buyer hereunder in future Billing Periods, provided that any such adjustment will not result in the allocation of Bill Credits of Buyer exceeding Buyer's historical average annual kWh usage.
- c. Buyer authorizes Seller to obtain and review the following information from the Utility: (i) Buyer's energy consumption history; (ii) Buyer's billing information and classifications; and (iii) Buyer's utility account number. This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain confidentiality of such information and disclosure is reasonably necessary for administration of this Agreement. This authorization will be effective from the signature date of this Agreement until the expiration of the term or earlier termination of this Agreement. Buyer may rescind this authorization at any time by terminating the Agreement pursuant to Section 5, below. Buyer hereby consents to enrollment in the New York Public Service Commission's CDG Program, and the Utility's programs for implementation thereof.
- d. If the Utility changes or modifies Buyer's electric service account for any reason, Buyer shall immediately notify Seller of such change and the extent of the modification, as well as provide to Seller a copy of the written notification from the Utility of such change or modification. This Agreement shall be null and void upon notice of such change or modification, if such change or modification is deemed to disqualify Buyer by the terms of either the CDG Program or Seller's additional requirements, to qualify for purchasing Bill Credits. Seller reserves the right to terminate this Agreement upon notice to Buyer as provided in Section 5.c below if Buyer fails to notify Seller of any changes or modifications to Buyer's electric service account. Buyer will forfeit the right to receive Bill Credits between the date of any change or modification to Buyer's electric service account and reinstatement of this Agreement, if applicable.
- e. [For residential customers: In connection with the transactions contemplated by this Agreement, you may be required to undergo a soft credit inquiry. You authorize Seller and its representatives

(including [DER Provider]) to make such credit inquiry, and you authorize Seller and its representatives (including [DER Provider]) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit.] [For non-residential customers: In connection with the transactions contemplated by this Agreement, you may be required to provide three (3) years of audited financial statements.]

2. Automatic Utility Collection of, or Payment for, Community Distributed Generation Credits. At Seller's election, for each Billing Period (i.e., monthly) from when Solar Facility begins generating electricity and Utility begins allocating Bill Credits to Buyer's electric service account, which may not begin for some time after the Effective Date of this Agreement, until the end of this Agreement, either (i) Buyer's subscription fee will be automatically taken from the Bill Credits Buyer receives on its utility bill or (ii) Buyer shall pay the subscription fee directly to Seller in accordance with subsections a., b. and c. of this section.

- a. For each Bill Period, Seller shall provide to Buyer an invoice ("Seller Invoice") via email. Included in each Seller Invoice will be a line item identifying the payment due from Buyer to Seller, which will be equal to _____% of the value of Bill Credits allocated to Buyer for such Billing Period, plus the amount of any sales tax payable with respect to the sale to Buyer of such Bill Credits. The total number of payments during the Initial Term is sixty (60). The amount payable under each Seller Invoice will vary from month to month due to certain factors such as fluctuations in sunlight and the Bill Credit rate as established by Utility and the New York Public Service Commission.
- b. Buyer's payments to Seller of amounts invoiced under this Agreement shall be due and payment shall be made by ACH ("Automated Clearing House") or by credit or debit card within ten (10) days after Seller provides Buyer with the Seller Invoice for such amounts in accordance with Exhibit 1. Within fifteen (15) days after the Effective Date, Buyer shall complete the payment authorization set forth in Exhibit 1 through the secure online customer portal at [insert DER Provider details]. [Option for DER Providers charging a convenience fee: If paying by credit or debit card, a convenience fee of up to three and a half percent (3.5%) will be applied by our third-party payment processor. The exact dollar amount of the convenience fee will be displayed on Buyer's invoice. As an example:
 - i. Buyer will pay \$90.00 for a \$100.00 bill credit if enrolled in ACH auto-pay
 - ii. Buyer will pay up to \$93.15 for a \$100.00 bill credit if enrolled in credit or debit card auto-pay due to the convenience fee applied by our third party payment processorBuyer may update its payment method at any time.]
- c. In the event Buyer fails to pay any undisputed amount due hereunder within twenty (20) days of the date on which payment of such amount is due, Seller shall be entitled to charge Buyer a late fee on such unpaid amount at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law.

3. Mutual Cooperation/Dispute Resolution.

- a. If Buyer, in good faith, disputes the subscription fee collected by the Utility or an amount billed by Seller as provided in this Agreement, Buyer shall promptly notify Seller by telephone or in

writing at the contact information provided in Section 14 of the basis for the dispute no later than the fifth (5th) business day after Buyer's receipt of the applicable Seller Invoice. Seller will acknowledge or respond to the dispute within two (2) days and, if only an acknowledgement is provided, provide a response within fourteen (14) days. The Parties agree to seek resolution in good faith. During the period in which the Parties are resolving the dispute, the Buyer shall not be required to make any payment on the disputed Invoice and the Seller shall not charge any late fee in connection with such Invoice. Upon resolution of the dispute, any required disbursements or payments shall be made to Buyer or Seller within thirty (30) days.

- b. If Buyer, in good faith, disputes **the subscription fee collected by the Utility or** an amount paid to Seller as provided in this Agreement, Buyer shall notify Seller within six (6) calendar months from the date of such payment by telephone or in writing at the contact information provided in Section 13. Seller will acknowledge or respond to the dispute within two (2) days and, if only an acknowledgement is provided, provide a response within fourteen (14) days. The Parties agree to seek resolution in good faith and pursuant to Section 3(e). Upon resolution of the dispute, any required disbursements or payments shall be made to Buyer or Seller, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c. If Buyer, in good faith, wishes to file any other complaint or dispute with Seller, Buyer shall do so by telephone or in writing at the contact information provided in Section 14 soon as possible. Seller will acknowledge or respond to the dispute within two (2) days and, if only an acknowledgement is provided, provide a response within fourteen (14) days. Buyer may also file a complaint relating to this Agreement at any time with the New York State Department of Public Service ("NY DPS") using the contact information listed in Section 10 of this Agreement.
- d. Buyer may, at any point during a dispute or complaint resolution process, request a written report from Seller detailing all attempts to resolve the complaint or dispute.
- e. Arbitration of Disputes. Subject to the last two sentences of this paragraph, the Parties agree that if any dispute, claim or disagreement arising out of or relating to this Agreement (a "Dispute") cannot be resolved pursuant to the procedures described above, a Dispute shall be resolved exclusively by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS Inc. ("JAMS"), under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration or, should the Parties not reach agreement within thirty (30) days, pursuant to the Rules. This Agreement and any arbitration pursuant thereto shall be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either Party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. Each Party will bear the expense of its own attorneys, experts and witnesses, regardless of which Party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other Party. Subject to clause (iv) below, the arbitration shall be held in New York, NY. The Party bringing the claim can choose to proceed by way of binding arbitration pursuant to JAMS' rules or, alternatively, can bring an individual action in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures) within the scope of such court's jurisdiction. If any such individual action is transferred or appealed to a different court, however, the opposing Party may elect arbitration and, if it does so, the Parties agree that the matter will be resolved by binding arbitration pursuant to the terms of this Agreement.

- i. Only Disputes involving the Parties may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a Party. If either Party arbitrates a Dispute, neither Party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on either Party's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the Parties.
- ii. The arbitrator shall only have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change, alter the terms of this Agreement or award relief or remedy specifically limited by this Agreement, or to make any award that would extend to any transaction other than the transaction between the Parties under this Agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the Parties. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise but specific and supported written statement of the essential findings and conclusions on which the award is based.
- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- iv. If you are an individual consumer qualifying for the "JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness": (A) if you initiate arbitration against the Seller, the Seller will bear all costs charged by JAMS, except you will be required to pay two hundred fifty dollars (\$250); (B) if the Seller initiates arbitration against you, it will pay all costs charged by JAMS; and (C) at your request, you may elect for an in-person hearing in your hometown area.

4. Buyer's Acknowledgments.

- a. Buyer understands that the Solar Facility will deliver electricity to the Utility and not to Buyer. The Utility will make all calculations and determinations regarding the amount of the Bill Credits to be

applied to Buyer's Utility bill, which shall be made pursuant to the Utility's tariff and the CDG Program rules.

- b. Buyer understands that Buyer has no ownership interest in the Solar Facility, or any part of the Solar Facility; nor can Buyer claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits.
- c. Buyer understands that Seller collects customer personal information, such as name, contact information, government issued ID numbers, and financial and banking information and Seller uses such information for identification purposes; establishment, maintenance and service of customer accounts; communication with customers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Seller's business and the products and services Seller provides to customers. Seller also shares this information with its subsidiaries, affiliated companies or other third parties that assist Seller in providing Buyer with current and potentially future services, or with other permitted uses of personal information.
- d. Pursuant to the CDG Program, Seller is required to provide Buyer with the Community Distributed Generation Disclosure Form provided with this Agreement (the "Disclosure Form"). Buyer acknowledges and agrees that Buyer will complete and execute the Disclosure Form once Buyer has discussed the Disclosure Form with Seller's representative and asked any questions Buyer has with respect to the Disclosure Form. Buyer acknowledges that Buyer will not be eligible to receive Bill Credits hereunder until Buyer has returned such completed and executed Disclosure Form to Seller, in addition to this executed Agreement.
- e. Seller makes no warranty or representation concerning the implication of any federal or state securities laws on the transactions contemplated by this Agreement.
- f. Buyer acknowledges that this Agreement, and Buyer's payments made hereunder, entitle Buyer solely to Bill Credits that are used solely to reduce the bills for Buyer's consumption of electricity. Buyer further acknowledges that Buyer will not be entitled to any profit (through earnings, capital appreciation or otherwise) related to the ownership of the Solar Facility or Seller's income.
- g. Buyer is the sole party in interest agreeing to the terms of this Agreement and is acquiring Bill Credits as a commodity for personal consumption for its own account, not for investment or speculation and not with a view to the resale or other distribution thereof, in whole or in part.
- h. Buyer is aware that this Agreement and the Bill Credits have not been registered under the Securities Act of 1933, as amended, and the regulations promulgated thereunder, 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.
- i. BUYER UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FACILITY OR ITS INSTALLATION, THE VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

5. Term and Termination of Agreement.

- a. The initial term of this Agreement is five (5) years (the "Initial Term") and shall commence upon the date of the first Seller Invoice issued to Buyer. Upon the expiration of the Initial Term, the

term of this Agreement shall be automatically extended for an additional term of two (2) years under the same terms and conditions stated herein (each, a "Renewal Term"), and shall continue to renew for an additional Renewal Term of two (2) years at the end of each subsequent Renewal Term unless terminated by either Party upon written notice in accordance with the following clauses in this Section 5. Unless renewed or deemed renewed in accordance with this Section 5.a, the end date of this Agreement is the fifth (5th) anniversary of the date of the first Seller Invoice issued to Buyer.

- b. Notwithstanding anything to the contrary contained herein, Buyer may terminate this Agreement by giving Seller ninety (90) days prior written notice of termination. In the event Buyer provides such notice of termination, Buyer will continue to pay for the Bill Credits allocated to Buyer until the earlier of (i) the date that is ninety (90) days after notice of termination is given to Seller or (ii) the date that Seller amends the Community Distributed Generation Allocation Request Form previously filed by Seller with Utility allocating a portion of the electricity generated by the Solar Facility to Buyer's Electric Account to replace Buyer with a new customer of Utility qualified to purchase Bill Credits with the approximately equivalent allocation, at which point the termination of this Agreement shall take effect. There is no fee for any early termination of this Agreement.
- c. Notwithstanding anything to the contrary contained herein, Seller may terminate this Agreement at any time by giving Buyer written notice that it will no longer allocate Bill Credits to Buyer. 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.
- d. The obligations of the Parties hereunder which by their nature survive the termination of this Agreement shall survive and inure to the benefit of the Parties including but not limited to this Section 5.d and Sections 3 and 9 - 13. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the fullest extent permitted by law and shall survive termination of this Agreement, regardless of the reason therefor
- e. In addition, notwithstanding the foregoing or any other provision set forth herein, Buyer may cancel this Agreement without charge or penalty within three (3) business days of signing this Agreement by providing notice of cancellation to Seller.

6. Events of Default.

- a. The failure of Buyer to pay any undisputed sum payable to Seller when due shall constitute an "Event of Default" of Buyer under this Agreement, except that, without limiting Seller's right to charge a late fee pursuant to Section 2(c), Buyer shall be entitled to written notice of a late payment on two (2) occasions within any rolling period of three hundred sixty-five (365) consecutive days and such failure shall not be an Event of Default of Buyer on such occasions if the amount due is received by Seller within five (5) days after Buyer's receipt of Seller's notice of late payment.
- b. Immediately upon an Event of Default of Buyer, Seller may, in its sole discretion, terminate this Agreement by giving Buyer written notice thereof and allocate and/or assign to a third party the Bill Credits and electricity generated by the Solar Facility allocated to Buyer by the terms of this

Agreement.

7. Assignment.

- a. Buyer may not assign this Agreement. Buyer may, however, change the address of the electric service account to which the Bill Credits are applied so long as (i) Buyer provides written notice to Seller and (ii) the Utility provides electric service to the new address and Buyer otherwise continues to qualify under the CDG Program and Seller's additional requirements for the purchase of Bill Credits. The change in address will be effective upon the Utility allowing Seller to make such change, which generally occurs within 60 days. Seller will not be liable for any Bill Credits lost as a result of any such change of address, and Buyer shall remain obligated to remit payment with respect to any such lost Bill Credits.
- b. The Seller may assign, collaterally assign, transfer, lease or sublease any of its rights or obligations hereunder without the consent of or notice to Buyer.

8. Force Majeure. If a Force Majeure Event (as defined in paragraph d, below, of this Section 8) delays or prevents Seller's performance of all or some of its obligations under this Agreement, Seller will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:

- a. Seller's suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Seller will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event);
- b. No Seller or Buyer obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event;
- c. Seller provides notice to Buyer of the Force Majeure Event within a reasonable period of time after Seller learns of the occurrence thereof, describing the particulars of the occurrence and the anticipated period of suspension of or delay in Seller's performance of its obligations; and
- d. For purposes of this Agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Seller and not caused by Seller's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Facility caused by: flood, fire, lightning, earthquake, tornado, hurricane, epidemic, 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 Seller or under Seller's control, or any failure of the Solar Facility to produce electricity not caused by Seller's fault or negligence.

9. HEFPA Rights. If Buyer is a residential customer of Utility, Buyer 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 protections include but are not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations

on back billing; and limitations on late charges. More information about Buyer's HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of Buyer's rights under HEFPA will also be provided to Buyer directly by the Utility. If subsequent changes in applicable law require Seller to provide additional information about Buyer's HEFPA rights, Seller shall provide Buyer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

10. UBP-DERS Rights. Buyer is 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 charge or penalty within three (3) business days after signing this Agreement (which cancellation right is provided for in paragraph e of Section 5 of this Agreement); the right to information regarding the mechanisms available to Buyer for handling billing questions, disputes, and complaints relating to this Agreement; and contact information for the NY DPS which Buyer may use to seek assistance from the NY DPS in the event Buyer has a dispute with Seller or complaint against Seller. Such contact information for the NY DPS is as follows:

Office of Consumer Services

NYS Department of Public Service

3 Empire State Plaza Albany, NY
12223

Ph.: 1-800-342-3377

Hours of operation for the NY Department of Public Service as of the date of this agreement: 8:30 a.m. - 4:00 p.m.

Any notice of cancellation of this Agreement by Buyer pursuant to paragraph e of Section 5 of this Agreement shall be given in accordance with the provisions of Section 13, below. Buyer should reference Seller's legal name as listed in this Agreement, DG New York CS, LLC, when contacting the NY DPS and not any other branding or marketing name.

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

12. Limitation on Damages. Notwithstanding anything to the contrary contained in this Agreement, the liability of either Party or its affiliates to the other Party arising under or in connection with this Agreement shall be limited to actual, direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort,

warranty, strict liability or otherwise.

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, including electronic mail, shall be effective upon delivery, and shall be mailed, delivered or transmitted electronically by electronic mail, in each case to the address or electronic mail address, as applicable, specified below for such Party or such other address or electronic mail address as such Party may, after signing of this Agreement, designate to the other Party by notice in accordance with this Section 13:

To Seller:

[*DER Provider*
Address
Address
Telephone No:
Attention: [*Contact*]
Email: _____]

With a copy to: DL-DG-NEER-BUS-MGT@fpl.com

To Buyer:

Name:
Address:
City/State:
Zip code:
Telephone No:
Email:

14.

15. Customer Care. Buyer may contact Seller's Customer Care Center at 1-800-[], Monday through Friday, 8:00am to 5:00pm eastern standard time (hours subject to change), or may write to Seller at the address(es) specified in Section 13.¹

[Signature page follows. Rest of page intentionally left blank.]

¹ To be updated based on individual DER Provider.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by or on behalf of the Parties as of the Effective Date.

SELLER:

DG New York CS, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

BUYER:

Name (printed): _____

Signature: _____

Date: _____

Address of Buyer's Utility Service Location: _____

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

A. Instructions

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

Buyer Name* _____ Address 1* _____

Address 2* _____ City* _____ State* _____ Zip Code*

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

Signature _____ Date _____

**Authorization Agreement for Recurring Online Billing and Payment & Credit Card
Payments/Debits (Continued)**

B. Terms and Conditions

1. I (We) do hereby authorize the Seller (either directly or through an affiliate or agent) to initiate monthly recurring ACH Direct-Debit Payments from my(our) account(s) indicated at the financial institution(s) above. I further authorize the Seller (either directly or through an affiliate or agent) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the **Community Distributed Generation Credit Sale and Purchase Agreement** with the Seller (the "Agreement").
2. This authorization is to remain in full force and effect until the termination of the Agreement.
3. Notifications of changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
4. Recurring ACH Direct-Debit or Credit/Debit Card Payments shall be drafted monthly, and the Seller shall be required to give email notifications and/or online access to the amount(s) and due date(s).
5. [Option for DER Providers charging a convenience fee: If paying by credit or debit card, a convenience fee of up to three and a half percent (3.5%) will be applied by our third-party payment processor. The exact dollar amount of the convenience fee will be displayed on Buyer's invoice. As an example:
 - a. Buyer will pay \$90.00 for a \$100.00 bill credit if enrolled in ACH auto-pay
 - b. Buyer will pay up to \$93.15 for a \$100.00 bill credit if enrolled in credit or debit card auto-pay due to the convenience fee applied by our third party payment processorBuyer may change its payment method from credit or debit card to ACH-auto-pay at any time. If Buyer changes their payment method and is charged the convenience fee for that month's invoice, Seller shall refund the convenience fee to Buyer in the next monthly invoice.]
6. No payments due to the Seller will be considered "paid" until the Seller receives the funds in full.
7. The Seller will incur no liability as a result of a withdrawal being dishonored by your bank and/or credit card company.

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

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

[Redacted]

[Redacted]

Phone: [Redacted]

Email: [Redacted]