



COMMUNITY SOLAR SUBSCRIPTION AGREEMENT
SUMMARY COVER SHEET

Customer Name	<i>See 'Exhibit 3'</i>
Utility Account Number	<i>See 'Exhibit 3'</i>
Customer Email Address	<i>See 'Exhibit 3'</i>
Service Address	Street Address: <i>See 'Exhibit 3'</i> City/State: <i>See 'Exhibit 3'</i> Postal Code: <i>See 'Exhibit 3'</i>
Customer's Solar Subscription	536 kW (DC) Photovoltaic ("PV") System Size - <i>See 'Exhibit 3'</i>
Community Solar Allocation	Number of kilowatt hours (" kWh ") generated each year by Customer's Solar Subscription
Utility	Consolidated Edison
Solar Allocation Cap	90% of Customer Annual kWh Electricity Usage as Calculated by Utility and Provided to Ecogy based on prior twelve months' bills.
Generation Units	Value of Distributed Energy Resources (VDER) Value Stack Credits allocated to you each month by the Utility.
Value of Generation Units	Each month the Utility will determine the value of the Generation Units allocated to you based on the Utility's applicable VDER Value Stack Tariff. This value will appear as a discount on your monthly utility bill.
Discounted Sales Price of Generation Units	90% of Value of Generation Units. After the date on which your Utility commences the practice of issuing its customers invoices which consolidate charges from a community solar service provide, such as Ecogy, with charges from your Utility (the " Consolidated Invoice Billing Commencement Date "), your Utility will deliver directly to you the value of the Generation Units Ecogy assigned to you based on the size of your Solar Subscription set forth above. Your Utility will also consolidate all of the billing and payments for your Generation Units value into the monthly bill you already receive from your Utility. Your Utility will automatically factor in the value of your Generation Units when calculating your monthly bill which will result in a reduction in the amount you owe equal to 10% of the value of the Generation Units assigned to you.
<u>Term of this Agreement</u>	Six months automatically renewed unless terminated in writing on 90 days' advance written notice.

Community Solar Project Contact Information	Attn: Ecogy Community Solar, LLC Street Address: 315 Flatbush Ave, Suite #393 City: Brooklyn State: NY Postal Code: 11217 Phone: 718-304-0945 Ext. 0 Email: assetmanagement@ecogyenergy.com
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COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the “**Agreement**”) is dated effective as of the date set forth in “**Community Distributed Generation Disclosure Form**,” attached to and incorporated into this Agreement as **Exhibit 1** (the “**Effective Date**”) and is entered into by and between Ecogy Community Solar, LLC, a Delaware limited liability company (the “**Ecogy**” or “**We**” or “**Us**”) and the Customer identified on the Cover Sheet (“**You**” or the “**Customer**,” each a “**Party**” and together, the “**Parties**” to this Agreement). For ease of reference, capitalized terms have the meanings ascribed to them on the Cover Sheet or elsewhere in this Agreement.

1. Customer Disclosure Statements; Community Distributed Generation Disclosure Form Condition Precedent. We wish to disclose the following information to you to verify that your decision to enter into this Agreement is right for you. Additionally, pursuant to the State of New York Public Service Commission Uniform Business Practices for Distributed Energy Resource Suppliers Case 15-M-0180 dated May 1, 2019 and all subsequent orders, regulations, and tariffs issued or adopted pursuant to such order we are required to complete and you are required to review, date and sign the **Community Distributed Generation Disclosure Form**. The completion of the **Community Distributed Generation Disclosure Form** and your review, dating and signing of it and delivering it to us is required in order for this Agreement to go into effect and shall constitute a condition precedent to either Party having any further obligations under this Agreement.

2. Ecogy Obligations. After the Consolidated Invoice Billing Commencement Date, Ecogy will deliver to your Utility specified on the Cover Sheet, and assign to you the number of Generation Units attributable to your Solar Subscription specified above, provided that in no case shall your Community Solar Allocation exceed your Solar Allocation Cap. To the extent providing you additional Generation Units would exceed your Solar Allocation Cap, Ecogy shall not deliver any such excess Generation Units to your Utility Account Number specified on the Cover Sheet and you shall not be required to accept and pay for any such excess Generation Units. Ecogy insures the System and will arrange for its repair and maintenance at no additional cost to you.

3. Customer Obligations. You agree to accept and pay the Discounted Sales Price of Generation Units set forth on the first page of this Agreement provided that such amount shall not exceed (a) your Solar Allocation Cap. If you move to a new Service Address where your Utility permits you to continue to receive the value of the Generation Units assigned to you or an alternative on-bill credit equal to the value of the Generation Units

assigned to you, as applicable, then you may (b) continue to pay the Discounted Sales Price or transfer this Agreement as specified below. If you move to a new Service Address where your Utility does not permit you to receive the value of the Generation Units assigned to you or an alternative on-bill credit equal to the value of the Generation Units assigned to you, as applicable, then you may provide us with written documentation evidencing that you have moved to a new Service Address and pay your Utility the Discounted Sales Price for value of the Generation Units assigned to you plus any accrued and unpaid late charges, fees, or other amounts owed under the Agreement, and then may terminate this Agreement on thirty (30) days written notice. Procedures for a change in Service Address are further detailed in Section 12 of this Agreement.

4. Additional Important Disclosures. Customer may cancel this Agreement at any time prior to midnight of the thirtieth (30th) calendar day after the date Customer signs the Agreement. Thereafter, Customer may terminate the Agreement upon 90 days’ advanced written notice delivered to Ecogy. If Customer terminates this Agreement on less than 90 days’ written notice delivered to Ecogy, Customer must pay the Utility any accrued and unpaid late charges, fees, or other amounts owed under the Agreement. By being an Ecogy Customer, you help to bring solar energy to the grid and advance the development of solar energy systems. However, Ecogy retains the environmental attributes of the System’s generation and the tax attributes related to ownership of the System. Customer cannot claim to have generated or used clean, renewable, or solar energy. Customer may enter into this Agreement only for energy consumption reasons and to lower its electricity costs but not for investment or with an expectation of profits. This Agreement has not been registered under federal securities laws or registered or qualified under the securities laws of the state in which you reside based in part upon the representations that you make in the Agreement. At the expiration of the Term of this Agreement, the Agreement shall automatically renew on the same terms for successive six month periods unless and until Customer delivers 90 days’ advanced written notice to Ecogy that Customer wishes to terminate the Agreement. Otherwise, this Agreement will automatically renew every six months as specified in the Agreement.

5. Customer Representations. Customer represents and warrants to Ecogy that:

- (a) Customer is a retail customer of the Utility set forth on the Cover Sheet;
- (b) Customer is the owner or lessee of the property at the Service Address served by the Utility set forth on the first page of this Agreement;

(c) Customer’s Utility Account is associated with the electric service provided at the Service Address set forth on the Cover Sheet;

(d) Customer’s Utility Account: (i) does not take standby service or buy-back service and (ii) is not a net metering account or a remote net metering account.

6. Term. The term of this Agreement consists of two periods: The first period runs from the Effective Date until the date upon which the your Utility Account first receives the value of the Generation Units assigned to you (the “**Initial Term**”). The second period shall consist of successive six month periods which automatically renew every six months unless and until either Party delivers 90 days’ advanced written notice to the other Party that such Party wishes to terminate the Agreement (the “**Service Term**”). The Initial Term and the Service Term shall run sequentially and together constitute the “**Term**.” This Agreement shall expire on the last day of the Term unless earlier terminated pursuant to the terms and conditions of this Agreement or extended pursuant to your and Ecogy’s written agreement. As set forth in Section 23 below, you may cancel this Agreement at any time prior to midnight on the thirtieth (30th) calendar day after the date you sign this Agreement and thereafter with 90 days’ advanced written notice to Ecogy that you wish to terminate the Agreement. If the Service Term start date does not occur before the second anniversary of the Effective Date, then either you or Ecogy may terminate this Agreement upon written notice to the other Party without any further liability or obligation. Additionally, Ecogy, may, at its option, terminate this Agreement at any time upon five (5) days’ written notice to you, without any liability or further obligation provided that any and all Generation Units which you have already paid for will be attributed to your Utility Account Number specified on the Cover Sheet of this Agreement.

7. System; Substitute System. The “**System**” is a photovoltaic system which is located or will be located in the in the New York Independent System Operator load zone (as such term is used in the New York Public Service Commission Order dated July 17, 2015 in Case No. 15-E-0082 and all subsequent orders, regulations, and tariffs issued or adopted pursuant to such order, “**Utility Load Zone**”). You authorize us to assign your Community Solar Allocation to a different photovoltaic solar energy system provided that such photovoltaic system is located in the Utility Load Zone (the “**Substitute System**”), in which case we will provide you with notice of the Substitute System, and thereafter each reference to the System in this Agreement shall be deemed a reference to the Substitute System.

8. Payment for Delivery of Value of Your Assigned Generation Units. You agree to

continue to pay your Utility monthly bill including but not limited to amount related to the value of the Generation Units assigned to you and that the obligation to pay the amounts due under this Agreement shall be absolute and unconditional, provided that you shall not be obligated to pay any amounts related to the value of the Generation Units assigned to you which exceed your Utility Solar Allocation Cap. You further agree to the following to ensure that Ecogy promptly receives such payment for the delivery of the value of the Generation Units assigned to you:

- (a) You shall continue to promptly pay your Utility monthly bill including but not limited to amount related to the value of the Generation Units assigned to you;
- (b) You authorize Ecogy to obtain information from your Utility relating to your Utility Account and disclose any such information to our affiliates and financing partners solely as required to facilitate and maintain the community solar services provided by us under this Agreement;
- (c) You return any documents we send you for signature (like incentive claim forms) within fourteen (14) days of receiving them;
- (d) You authorize us to make any adjustments to your Community Solar Allocation that we find reasonably necessary to comply with orders of governmental authorities or the requirements of your Utility; and
- (e) You agree to pay any applicable sales, use, or excise taxes on the payments due under this Agreement

9. Warranty Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR PROJECT OR ITS INSTALLATION. YOU CONFIRM THAT WHETHER THIS AGREEMENT PRODUCES AN OVERALL ENERGY COST SAVINGS TO YOU DEPENDS ON CIRCUMSTANCES OUTSIDE OF OUR CONTROL.

10. Financing Partners; Collateral Assignment; Transfer. We work with financing partners to finance the Solar Project and this Agreement. As a result, we may assign this Agreement to one of our financing partners. We may assign, sell or transfer the Solar Project and this Agreement, or any part of this Agreement or the exhibits, and we may subcontract any of our obligations under this Agreement, without your consent. If requested by us, you agree 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 us.

11. Ownership of System; Tax Credits and Rebates; Environmental Attributes. You agree that the System is our personal property. You understand and agree that this is a community solar agreement and not an agreement for sale of the

System, a sale of energy, or a sale of an interest in the System. We own the System for all purposes, including any data generated from the System. FURTHERMORE, 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 SYSTEM ARE OUR PROPERTY, AND FOR OUR BENEFIT, USABLE AT OUR SOLE DISCRETION. WE 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 YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. FOR MORE INFORMATION, SEE THE "GUIDELINES FOR RENEWABLE ENERGY CLAIMS" PUBLISHED BY THE CENTER FOR RESOURCE SOLUTIONS, AVAILABLE AT <http://resource-solutions.org/learn/rec-claims-and-ownership/>. YOU AGREE TO REASONABLY COOPERATE WITH US SO THAT WE MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, CREDIT PURCHASE AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR OTHER INCENTIVES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, INCENTIVES, OR OTHER BENEFITS TO US. WE HAVE NOT GIVEN YOU ANY INFORMATION OR ADVICE REGARDING ANY POSSIBLE TAX CONSEQUENCES OR BENEFITS UNDER THIS AGREEMENT. YOU AGREE THAT YOU WILL NOT CLAIM, OR TAKE ANY ACTION, OR FAIL TO TAKE ANY ACTION, INCLUDING CLAIMING ANY TAX CREDITS RESPECTING THE SYSTEM ON ANY TAX RETURN, THAT MAY HARM OR INTERFERE WITH OUR RIGHTS WITH RESPECT TO SUCH CREDITS, REBATES OR OTHER BENEFITS.

12. Changing Service Address of Customer. If Customer moves from the address set forth on the Cover Sheet to a new Service Address Customer may:

- (a) **Potentially Continue this Agreement at Customer's New Service Address.** If Customer's new Service Address is within the same local electric utility load zone (an "LEU Load Zone"), then where permitted by the applicable local electric utility and so long as Generation Units attributable to the energy production of the Solar Project or a substitute Solar Project may be allocated to the local electric utility account

associated with Customer's new Service Address, Customer's rights and obligations under this Agreement shall continue.

- (b) **Potentially Transfer this Agreement and Customer's Payment Obligations to Another Person.** If a person that you identify ("Potential New Customer") meets our then applicable customer criteria (including with respect to reasonably appropriate community solar allocation size), then where permitted by the applicable local electric utility and so long as the Generation Units attributable to the energy production of the System may be allocated to the utility account owned by the Potential New Customer, the Potential New Customer may sign a transfer agreement assuming all of your rights and obligations under this Agreement and provide Ecogy with sufficient contact information for the Potential New Customer so we can contact the Potential New Customer and determine account eligibility, in Ecogy's sole discretion. Customer agrees to inform any Potential New Customer that Ecogy has the right to approve or disapprove the assumption and assignment of this Agreement in Ecogy's sole discretion. If Ecogy approves the Potential New Customer's assumption of this Agreement, Customer and the Potential New Customer must sign transfer documentation providing for the Potential New Customer's assumption of the Agreement obligations (the "Assignment Agreement"), and once Ecogy approves such Assignment Agreement in writing the assignee is deemed to be a "New Customer" with all of Customer's former rights and obligations under this Agreement. Customer shall not receive any payment or other value from any person or entity in exchange for your rights or obligations under this Agreement and by submitting the Assignment Agreement to Ecogy Customer represents and warrants to Ecogy that it has not done so.

- (c) **Terminate this Agreement.** If Customer's new Service Address is NOT within the same LEU Load Zone, and your Utility does not permit the net metering credits attributable to the energy production of the Solar Project or a substitute Solar Project to be allocated to the applicable local electric utility account associated with Customer's new Service Address, then Customer may terminate this Agreement and have no further obligation to us under this Agreement subject to your compliance with the notice procedures set forth in subsection (d) below and your satisfaction of any obligations owed to us prior to the 15th of the first full month following your move ("Early Termination Date"). Any termination of this Agreement pursuant to this subsection (c) shall be effective upon the Early Termination Date.

- (d) **Customer Notice Requirements.** Customer shall provide Ecogy with at least 90 days' advance written notice of any move from Customer's current Service Address to a new Service Address. If Customer wishes a Potential New Customer to assume Customer's obligations under this Agreement Customer's written notice of such move must be accompanied by the Potential New Customer's signed transfer agreement assuming all of Customer's rights and obligations under this

Agreement as detailed above in subsection (b).

(e) **No Other Assignment Rights.** Except as set forth in this Section, Customer shall not assign, sell, transfer, convey, pledge or in any other way transfer any of Customer's rights in this Agreement without Ecology's prior written consent. The terms and conditions of this Agreement are binding on Customer's successor.

13. Loss or Damage to System. Ecology will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including the obligation to make Monthly Payments for Generation Units which are allocated to your Utility Account.

14. Limitation of Liability. To the fullest extent permitted by applicable law, each Party's liability to the other Party shall be limited to direct, actual damages only. In no event shall either Party be liable to the other Party for consequential, incidental, punitive, exemplary, special or indirect damages.

15. Default and Remedies.

(a) **Default.** If a Party (the "**Defaulting Party**") fails to perform any covenant or obligations hereunder or commits a material breach of this Agreement (each an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure such Event of Default within thirty (30) days after receiving notice from the other Party (the "**Non-Defaulting Party**") regarding the failure to perform such covenant or obligation set forth in this Agreement or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than thirty (30) days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such thirty (30) day period and thereafter pursues the same to completion with commercially reasonable diligence. It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

(b) **Remedies.** If the Event of Default is not cured within the cure period provided for in this Agreement, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Agreement upon thirty (30) days' written notice to the Defaulting Party without penalty or further liability, all of which remedies shall be cumulative.

(c) **Choice of Law; Dispute Resolution.** This Agreement shall be construed in accordance with the laws of the Commonwealth or State in which the Customer's Service Address set forth on the

Cover Sheet is located, without regard to its conflicts of law principles. The Parties shall attempt to resolve any dispute, controversy or claim (each, a "**Dispute**") arising out of or relating to the Agreement or any breach or alleged breach hereof through good faith negotiations between the Parties. In the event that the Parties are unable to resolve the Dispute within thirty (30) days of a Party's delivery of a written notice of the Dispute to the other Party, the Dispute shall be resolved exclusively by arbitration.

The arbitration, including the selection of the arbitrator, will be administered by JAMS, under the JAMS Streamlined Arbitration Rules (the "**Rules**") by a single neutral arbitrator to be agreed upon by the Parties or selected under the Rules within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code) (the "**FAA**"). Either Party may initiate the arbitration process by filing the necessary forms with JAMS. If either Party arbitrates a Dispute, neither of us, 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 your or our 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 you and us.

The arbitrator shall 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 or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law. The Parties specifically waive any right to trial by jury. The prevailing Party in such Dispute shall be entitled to recover from the losing Party all reasonable fees, costs, including its attorneys' and expert or consultants' fees and court costs, in such lawsuit, action or proceeding and all reasonable fees, costs and expenses of appeals.

(d) **Notices.** All notices, consents, requests, approvals, demands, or other communication by any Party to this Agreement must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit with a reputable overnight courier with all charges prepaid; (b) when delivered, if hand-delivered by messenger; or (c) on the date of written verification of proper transmission if sent by electronic mail; all of which shall be addressed to the Party to be notified and sent to the address or email address set

forth on the Cover Sheet. Each Party may change its address and/or contact information by giving written notice thereof in accordance with the terms of this Section. Ecology may engage a third party service provider to receive notice on Ecology's behalf (an "**Agreement Administrator**"). If we notify you that we have engaged an Agreement Administrator, then after such notice (and until any future notice to the contrary) Customer shall also furnish all notices and communications in connection with this Agreement to the Agreement Administrator, at the address (and, if applicable, e-mail address) specified to you by us.

(e) **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

16. Remedies Cumulative. No remedy herein conferred upon or reserved to Ecology or Customer shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17. Rules of Interpretation; Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

18. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

19. Entire Agreement; Amendments in Writing. This Agreement, including all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Ecology and Customer or their respective successors in interest. Customer and Ecology each acknowledge that in executing this Agreement that it has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

20. Further Assurances. Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as

are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's Financing Party to create, perfect or preserve its collateral interest in the other Party's property or such party's rights and obligations under this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

21. Survival. The provisions of this Agreement regarding payment obligations, remedies, indemnities, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this Agreement.

22. Interpretation; No Partnership or Joint Venture; Rules of Construction. This Agreement shall not be construed against the Person preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any

uncertainty or ambiguity being interpreted against any one of them. This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of Customer and Ecogy, and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party. In this Agreement: (i) whenever the singular number is used, the same will include the plural and the neuter, masculine and feminine genders will include each other, as the context may require; (ii) the word "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (iii) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments; (iv) the words "shall" and "will" are used interchangeably and have the same meaning; and (v) the word "or" is not necessarily exclusive.

23. Notice of Right to Cancel; Acknowledgment of Arbitration. Customer may cancel this Agreement at any time prior to midnight of the

thirtieth (30th) calendar day after the date Customer signs this Agreement by completing a notice of cancellation in substantially similar form to the "Notice of Cancellation" attached to and incorporated into this Agreement as **Exhibit 2** and delivering such notice of cancellation to Ecogy prior to midnight of the thirtieth (30th) calendar day after the date Customer signs this Agreement. By signing this Agreement, Customer acknowledges that it has read and understands its cancellation rights and the implications of cancellation and that Customer has been informed orally of Customer's cancellation rights. Customer understands that this Agreement contains an agreement to arbitrate. After signing this Agreement, Customer understands that Customer will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights, and agrees to submit any such dispute to an impartial arbitrator. Customer has read this Agreement and the Exhibits in their entirety and Customer acknowledges that Customer has received a complete copy of this Agreement and the Exhibits.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CUSTOMER:

By: _____

Date: _____

SELLER:

ECOGY COMMUNITY SOLAR, LLC,
A Delaware limited liability company.

By: _____

Date: _____

Name: John Bertuzzi

Title: Managing Member

EXHIBIT 1
COMMUNITY DISTRIBUTED GENERATION DISCLOSURE FORM

[Required Community Distributed Generation Disclosure Form Follows]

Ecogy Community Solar LLC
315 Flatbush Avenue, Suite 393
Brooklyn, New York 11217
Phone: 718-304-0945 ext. 0
Email: assetmanagement@ecogysolar.com

Community Distributed Generation Disclosure Form	
Customer Information	Name: <i>See 'Exhibit 3'</i> Service Address: <i>See 'Exhibit 3'</i> Utility: <i>See 'Exhibit 3'</i>
Overview	This document describes 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.
Price, Fees, and Charges	For each on-bill monetary credit you receive in your Distribution Utility Account you will pay your Utility 90% of the monetary value you receive for it on your monthly Distribution Utility bill. If Buyer terminates this Agreement on less than 90 days' written notice delivered to Seller, Buyer must pay Seller any accrued and unpaid late charges, fees, or other amounts owed under the Agreement.
Project Location and Customer Allocation	System is located or will be located in Westchester County, New York. Allocation of the on-bill monetary credits generated by the System is determined by you and set forth on the first page of your Community Solar Subscription Agreement provided that that in no case shall your allocation exceed 90% of your average annual kWh electricity usage as calculated by your Distribution Utility and provided to Ecogy.
Length of Agreement and Renewal	The term of this Agreement consists of two periods: The first period runs from the Effective Date until the date upon which your Distribution Utility Customer Account Number receives the first Community Solar Credit (the " Initial Term "). The second period shall consist of successive 90 day periods which automatically renew every 90 days, unless and until Buyer delivers 90 days' written notice to Seller that Buyer wishes to terminate the Agreement (the " Service Term "). The Initial Term and the Service Term shall run sequentially and together constitute the " Term ." This Agreement shall expire on the last day of the Term unless earlier terminated pursuant to the terms and conditions of this Agreement, or extended pursuant to Buyer and Seller's written agreement
Early Termination	You may cancel this Agreement at any time prior to midnight on the thirtieth (30 th) calendar day after the date you sign this Agreement, and thereafter with 90 days' written notice to Ecogy that you wish to terminate the Agreement.
Estimated Benefits	You will pay only \$0.90 cents for each \$1.00 of on bill monetary credits you receive on your Distribution Utility monthly bills.
Guarantees	You are guaranteed a ten percent (10%) discount on the value of the on bill monetary credits you purchase. This contract does not guarantee a minimum level of system performance or production of energy.

Data Sharing and Privacy Policy	You agree that we may (i) request and receive access to the Distribution Utility retail access information system to obtain information relating to your Distribution Utility Account, including but not limited to your historical energy consumption, payment history, customer name, account number, service and billing addresses, billing date or cycle, budget billing indicator, rate service class and subclass or rider, electric load profile reference category or code, locational based marginal pricing zone, usage and consumption type, number of meters, meter number(s), and twelve (12) months of customer data, and (ii) disclose such information to our affiliates and financing partners to the extent required to facilitate, finance, or maintain the community solar services provided by Us under this Agreement. You agree that we may share this data with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, and third parties interested in assuming the responsibilities of Ecology to customers as part of an assignment of customer agreements. We will take commercially reasonable steps to protect your information and privacy and to ensure that the third party's activities conform with all relevant laws, regulations and requirements.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at the following email: assetmanagement@ecogysolar.com .
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 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Preparer Name and Contact Information	

Signature of Customer:

Date:

Signature of Authorized Company Official or Representative:

Date:

EXHIBIT 2
NOTICE OF CANCELLATION

[Notice of Cancellation Follows]

Notice of Cancellation

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THIRTY CALENDAR DAYS FROM THE DATE YOU SIGN THE AGREEMENT.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN CALENDAR DAYS FOLLOWING RECEIPT BY THE ECOGY OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE ECOGY AT YOUR MAILING ADDRESS, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE ECOGY REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE ECOGY'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE ECOGY AND THE ECOGY DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE ECOGY, OR IF YOU AGREE TO RETURN THE GOODS TO THE ECOGY AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO THE ECOGY AT THE ADDRESS SET FORTH ON THE FIRST PAGE OF THE AGREEMENT NOT LATER THAN MIDNIGHT OF THE THIRTIETH CALENDAR DAY FROM THE DATE YOU SIGN THE AGREEMENT.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Customer's Signature: _____

Customer's Printed Name: _____

EXHIBIT 3
Utility Account Information Table

Utility Customer Name	Utility Account Number(s)	Utility Company Name	Customer's Solar Subscription
2 N RIVERSIDE AVE FOOT BRIDGE	590917190600008	Consolidated Edison	Up to 0.44523 kW (DC) Photovoltaic ("PV") System Size
000 PRICKLEY PEAR RO WTR	590917180500002	Consolidated Edison	Up to 0.66348 kW (DC) Photovoltaic ("PV") System Size
340 GRAND ST (NEW PUMP HOUSE)	590917175012005	Consolidated Edison	Up to 4.74912 kW (DC) Photovoltaic ("PV") System Size
CROTON POINT AVENUE~ENT PARKING LOT	590917175007005	Consolidated Edison	Up to 2.10393 kW (DC) Photovoltaic ("PV") System Size
158B GRAND ST FRHS (SHED)	590917175006007	Consolidated Edison	Up to 0.21825 kW (DC) Photovoltaic ("PV") System Size
119 OLD POST RO PUMP	590917175002006	Consolidated Edison	Up to 4.32135 kW (DC) Photovoltaic ("PV") System Size
MOUNT AIRY RD.-PUMP	590917174800004	Consolidated Edison	Up to 12.44898 kW (DC) Photovoltaic ("PV") System Size
CLVLND DR & OLD POST RD PUMP	590917174600008	Consolidated Edison	Up to 0.0873 kW (DC) Photovoltaic ("PV") System Size
10 ELLIOTT WA	590917174405010	Consolidated Edison	Up to 2.26107 kW (DC) Photovoltaic ("PV") System Size
HALF MOON BAY DRIVE: RIVER CLUB	590917174400003	Consolidated Edison	Up to 10.66806 kW (DC) Photovoltaic ("PV") System Size
BUNGALOW ROAD~PARK	590917174300005	Consolidated Edison	Up to 4.11183 kW (DC) Photovoltaic ("PV") System Size
TRUESDALE DR~PUMP	590917174200007	Consolidated Edison	Up to 0.38412 kW (DC) Photovoltaic ("PV") System Size
3A MUNICIPAL PLACE - TRAILER	590917174000001	Consolidated Edison	Up to 0.85554 kW (DC) Photovoltaic ("PV") System Size
SOUTH RIVERSIDE AVENUE~PUMP	590917173900003	Consolidated Edison	Up to 4.32135 kW (DC) Photovoltaic ("PV") System Size
1 ARROW CREST DRIVE PUMP	590917172900004	Consolidated Edison	Up to 4.5396 kW (DC) Photovoltaic ("PV") System Size
1300 ALBANY POST RD PD	590917172700008	Consolidated Edison	Up to 9.59427 kW (DC) Photovoltaic ("PV") System Size
ALBANY POST RO PUMP	590917172500002	Consolidated Edison	Up to 7.90938 kW (DC) Photovoltaic ("PV") System Size
110 GRAND STREET: YARD	590917171900005	Consolidated Edison	Up to 0.44523 kW (DC) Photovoltaic ("PV") System Size

NORDICA DR~ENT	590916167502007	Consolidated Edison	Up to 11.27916 kW (DC) Photovoltaic ("PV") System Size
GRAND ST~PUMP	590917171500003	Consolidated Edison	Up to 61.31952 kW (DC) Photovoltaic ("PV") System Size
MOUNT AIRY RD~PUMP	590917174700006	Consolidated Edison	Up to 39.83499 kW (DC) Photovoltaic ("PV") System Size
OLD POST RD.& WYCKE ST.~MUNICIPAL B	590917175001008	Consolidated Edison	Up to 52.59825 kW (DC) Photovoltaic ("PV") System Size
GRAND ST ENT- PUMPHOUSE#4	590917180300007	Consolidated Edison	Up to 56.49183 kW (DC) Photovoltaic ("PV") System Size
GRAND ST PUMP	590917174900002	Consolidated Edison	Up to 41.69448 kW (DC) Photovoltaic ("PV") System Size
30 WAYNE ST FHSE	590917172100001	Consolidated Edison	Up to 27.65664 kW (DC) Photovoltaic ("PV") System Size
154 GRAND ST~ENT	590917175005009	Consolidated Edison	Up to 24.86304 kW (DC) Photovoltaic ("PV") System Size
HIGH ST~FIRE DEPT.	590917175000000	Consolidated Edison	Up to 10.96488 kW (DC) Photovoltaic ("PV") System Size
GATEWY PLAZA PKLT & OFF. (TRN STA)	590917171700009	Consolidated Edison	Up to 10.86885 kW (DC) Photovoltaic ("PV") System Size
435 YORKTOWN RO ENT	590916167503005	Consolidated Edison	Up to 13.16484 kW (DC) Photovoltaic ("PV") System Size
ALEXANDER LANE~FIELD	590917180400005	Consolidated Edison	Up to 10.03077 kW (DC) Photovoltaic ("PV") System Size
50 RIVERSIDE AV~PARK	590917174100009	Consolidated Edison	Up to 5.83164 kW (DC) Photovoltaic ("PV") System Size
23 QUAKER BRIDGE RO PARK	590916167250003	Consolidated Edison	Up to 6.39036 kW (DC) Photovoltaic ("PV") System Size
44 WAYNE AVE PD	590917190700006	Consolidated Edison	Up to 4.94118 kW (DC) Photovoltaic ("PV") System Size
	7215720000000000	Consolidated Edison	Up to 11.31408 kW (DC) Photovoltaic ("PV") System Size
	7205720000000000	Consolidated Edison	Up to 73.77723 kW (DC) Photovoltaic ("PV") System Size
	7205700000000000	Consolidated Edison	Up to 0.75078 kW (DC) Photovoltaic ("PV") System Size
	7205610000000000	Consolidated Edison	Up to 1.75473 kW (DC) Photovoltaic ("PV") System Size
	7205440000000000	Consolidated Edison	Up to 0.14841 kW (DC) Photovoltaic ("PV") System Size
CROTON DAM RD.	590917180200009	Consolidated Edison	Up to 1.07379 kW (DC) Photovoltaic ("PV") System Size