

## New York Community Distributed Generation DISCLOSURE FORM

<b>Provider Information</b>	<p><i>Customer Management</i>  Name: Eden Renewables LLC  Address: 333 Broadway Troy, NY 12180  Phone: 1-518-326-0259  Email: <a href="mailto:community@EdenRenewables.com">community@EdenRenewables.com</a></p> <p><i>Owner/Operator</i>  Name: Elmbrook Solar, LLC  Address: 1550 Wewatta St., 4<sup>th</sup> Floor, Denver, CO 80202  Phone: 1-303-653-9805  Email: <a href="mailto:communitysolar@amp.energy">communitysolar@amp.energy</a></p>
<b>Customer Information</b>	Name: _____ Email Address: _____ Service Address: _____ Mailing Address: _____  Electric Distribution Utility: National Grid
<b>Overview</b>	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.
<b>Price, Fees and Charges</b>	Upfront payment: \$0  The Subscription Price during the Initial Term is a fixed ten percent (10%) discount to the Value of Distributed Energy Resource ("VDER") credits allocated to You monthly from the System and received as monetary credit on Your utility bill. The VDER credit will vary monthly based on the kilowatt hour production of the System and the VDER credit rate as established by Your Utility and the New York State Public Service Commission. Though the amount of the VDER credit will vary month to month, the Subscription Price that will be charged to You will always be 10% less than the value of the VDER credit.  Fees: No Early Termination Penalty with 60-day notice. \$100 Early Termination Penalty without 60-day notice. Late payment fee \$20 or such lower amount as may be required by applicable law.
<b>Project Location and Customer Allocation</b>	System Location: 2191 Brookeview Rd., Castleton, NY 12033  Approximate Interconnection Date: [DATE, 2020]  Estimated Size of System in kilowatts DC (kWdc): 7,500  Initial Portion of the System Assigned to You: _____%
<b>Length of Agreement and Renewal</b>	The initial term of Your contract is 12months.  Upon completion of the Initial Term, You will receive notification from Us of Your terms and conditions or renewal not less than 30 days or more than 60 days prior to the renewal date. Any further contract period is referred to as a "Renewal Term". If You do not respond in 10 Business days of the notice, You will automatically be renewed for an additional 12 months.
<b>Early Termination</b>	If You cancel Your contract early, You may be charged a fee of \$100. No fee charged if at least 60-day notice is provided.

<b>Estimated Benefits</b>	<p>System Producing kWh and VDER credits: The System is estimated to provide _____ kWh to You in the first year of operation which are converted to VDER credits.</p> <p>The VDER credits allocated to You will result in monetary credits on Your Utility bill for which You will pay a Subscription Rate of ninety percent (90%) of the VDER credits received by You.</p> <p>You will receive ten percent (10%) guaranteed savings to the VDER credits received by You and applied to 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 System performance or production of energy.</p>
<b>Data Sharing and Privacy Policy</b>	<p>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. We will not release this information to any unaffiliated entity without Your consent.</p>
<b>Right to Cancel Without Penalty</b>	<p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Eden Renewables LLC, 1-518-326-0259, 333 Broadway Troy, NY 12180, <a href="mailto:community@EdenRenewables.com">community@EdenRenewables.com</a>.</p>
<b>Customer Rights</b>	<p>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>.</p>
<b>Preparer Name and Contact Information</b>	<p>Elmbrook Solar, LLC 1-303-653-9805 Subscription Agent</p>

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

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

# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Carefully read this Community Solar Subscription Agreement (“Agreement”) for a portion of the Community Solar Project (“Installation” or “Project”), as it governs Your rights and responsibilities and supersedes all previous representations (oral and written). If any item is unclear to You, please ask for an explanation before signing this Agreement. In this Agreement, customer is referred to as “You”, “Your”, or “Customer” and Eden Renewables LLC is referred to as “We”, “Our”, or “Us”.

**Customer Information Schedule** Customer Name:

Utility Company: National Grid

Utility Account Number(s):

**PRICE:** Your Subscription Price for the Value of Distributed Energy Resources (“VDER”) credits generated by Your Allocation of the Installation will be set as indicated on your Disclosure Form. Your Subscription Price will be based upon and subject to Your commitment to purchase the VDER credits allocated to You for the duration of the Agreement. The Subscription Price will equal ninety percent (90%) of the VDER credits allocated to Your Utility bill. See “Subscription Price and Sale Amount of VDER Credits” below and Appendix A. See Appendix A for Installation location and size.

**MEMBERSHIP PERCENTAGE OPTIONS:** The following presents how much of the Installation You have chosen to be Allocated.

The plan objective is to provide You the approximate amount of VDER credits needed to offset no more than all of Your annual electricity charges on Your Utility bill. Your percentage shall be based upon Your most recent 12-month historical usage amounts, which will be provided to You upon Your request. If you have a future start date for Your contract, We may recalculate Your Allocation of the Installation using Your most recent 12-month historical usage data and provide you written notice of our recalculation no less than 30 days prior to the start date. We reserve the right, in Our reasonable discretion, to adjust Your Allocation upwards or downwards as necessary, for example in the event that Your energy consumption has reduced to the point where We cannot provide You with Your full Allocation or to ensure that the Installation’s generation remains substantially subscribed, provided that any such increase in your Allocation will not result in Your Allocation exceeding Your historic average annual kWh consumption from the Utility.

**Your Initial Allocation is as indicated on your Disclosure Form.**

**TERM:** The term of this Agreement will begin on the date designated in the following section, below, and will continue for: **12 months (“the Initial Term”).**

**START DATE:** If You have a **future start date for Your contract, that date is anticipated to be on or before \_\_\_\_\_**. ***If this term is not filled in, the start date will default to immediate***, which means We will begin Your Agreement at the soonest possible date, which You will be provided with once We know the calendar start date to begin the execution of this Agreement. If the actual start is delayed due to unforeseen circumstances to a date later than \_\_\_\_\_, You will be able to cancel the Agreement at Your election with no penalty by providing us with written notice, provided however, that if You elect to cancel the Agreement on or after the actual start date, you may be subject to the Early Termination Fee below.

**RENEWAL:** Upon completion of the Initial Term, You will receive written notification from Us of Your terms and conditions of renewal not less than 30 days or more than 60 days prior to the renewal date. Any further contract period is referred to as a “Renewal Term”. If You do not respond in 10 business days, You will automatically be renewed for an additional 12 months. **The Renewal Term is an additional 12 months.**

**LATE FEES:** See “Billing and Payment for VDER Credits” and “Your Designated Payment Account” below.

**RIGHT OF RESCISSION:** If You are a Residential Customer, You may rescind this Agreement without penalty by calling Our toll-free number 1.877.421.0340 within three (3) business days of Your execution of this Agreement.

# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

**Early Termination Fee and Method of Calculation:** Termination fee \$100 may be charged to You by Us at Our discretion in the event of an early termination by You, or an early termination by Us following an event of default by You. The Early Termination Fee will be waived if You provide Us with at least 60 days' advance written notice.

**Purchase and Sale of VDER Credits.** By signing this Agreement, You agree to purchase, and We agree to reserve the designated percentage of the Installation, the energy it generates, and the subsequent amount of VDER credits that equal the energy generated. Those credits will be applied against Your utility bill(s) for the account(s) identified in the section above, and therefore authorize Us to enroll all listed accounts for applying Your credits.

Each month during the Term of this Agreement, for as long as You are in compliance with the requirements of this Agreement and the Utility, the Utility will calculate the amount of solar electricity generated that month at the Installation and delivered to the Facility Meter (the "Array Production"). The Utility will then multiply the Array Production by the ratio of (i) Your Allocation of the output of the Installation in kW as described in Appendix A to (ii) the total nameplate capacity of the Installation to arrive at the "Customer Production" for that month and generate a report to be delivered to Us. The amount of solar electricity generated is measured in kilowatt hours or "kWh", and the month over which such solar electricity is measured is referred to herein as the "Production Month".

The kWh are then converted to VDER credits using the VDER credit rate as calculated by the Utility and as regulated by the New York State Public Service Commission. You understand that Your VDER credits may fluctuate from time to time, based upon the VDER credit rate, weather, seasonality, degradation and other conditions, and that the nameplate capacity of the Installation measures the potential for solar electricity production under ideal conditions, which may not occur. WE DO NOT WARRANT OR GUARANTEE THE AMOUNT OR VALUE OF ENERGY PRODUCED OR VDER CREDITS GENERATED BY THE INSTALLATION FOR ANY PERIOD.

**Subscription Price and Sale Amount of VDER Credits.** The Subscription Price is derived from a ten percent (10%) reduction from the monetary VDER credit allocated to You and Your Utility bill each month. The VDER credit rate is established by the Utility and the New York State Public Service Commission. The VDER credit rate is made up of the following components: the Installation location's energy value ("LMBP"), capacity value ("ICAP"), and demand reduction value ("DRV"), and the New York's published environmental value and the community credit value. The System's VDER credit rate per kWh and the System's kWh production will fluctuate monthly.

The Subscription Price will always equal ninety percent (90%) of the VDER credit, no matter the amount. As a matter of example, if the allocated monthly VDER credit is equal to one hundred dollars (\$100), the Subscription Price for that month will equal ninety dollars (\$90). If in the following month the allocated monthly VDER credit is ninety dollars (\$90), the Subscription Price for that month will equal eighty-one (\$81).

**Purchase Criteria.** To receive VDER credits under the terms and conditions of this Agreement, the Utility Tariff, and the currently offered Program, You must be and remain a Customer of the Utility. You also agree that Your account number is not part of another Community Solar Subscription Agreement and that You have not nor will not install any onsite electricity generation equipment at the Utility Service Location after the Effective Date hereof which might cause You to be ineligible to receive any portion of the VDER credits allocated to You in connection with this Agreement. You agree to pay Your Utility bills on time, that any failure to pay Your Utility bill on time may cause You to no longer be eligible to receive VDER credits.

**Billing and Payment for VDER Credits.** The monthly invoice will be based on the VDER credits allocated to Your Utility bill(s) as calculated monthly by the Utility and provided to Us, multiplied by ninety percent (90%). We will provide You via Electronic Notice to Your email address provided the monthly invoice with the amount to be withdrawn fourteen (14) days prior to the due date. On such due date, We will deduct the Subscription Price Payment from Your Designated Payment Account (defined below) by ACH withdrawal. If for any reason (such as insufficient funds) such payment is not made to Us by not making funding available to Us by the due date of the ACH withdrawal, You agree to a late-fee of \$20 (or such lower amount as may be required by applicable law) and We will provide You notice electronically with Your email address provided. In order to facilitate this payment, We will attempt another withdrawal 1 to 5 business days later. If sufficient funds are not available after second attempt to withdraw 1 to 5 business days later, You will be considered in default of this Agreement. We will provide You, by Electronic Notice, a receipt for each payment received from You.

**Your Designated Payment Account.** You must provide checking or savings account information in Appendix B. This account, as well as all successor accounts for which You provide Us with the information set forth in Appendix B, are referred to in this Agreement as the "Designated Payment Account". You agree that at all times during the Term, You will maintain a Designated Payment Account in good standing with the financial institution holding such account so as to provide Us with timely and full payment by ACH withdrawal from the Designated Payment Account of each monthly Subscription Payment as such Subscription Payment shall become due. Should a Designated Payment Account be closed or otherwise become unavailable for payments of the monthly Subscription Payment on a timely basis, You will immediately provide Us with a new Appendix B, setting forth the information referenced therein for a successor Designated Payment Account and provide

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Us with full payment of any amounts which are then due from You to Us but unpaid. An ACH withdrawal is processed the same way as a check. If there are insufficient funds in Your account, or if Your ACH account information on record with Us is invalid, at the time We process an ACH withdrawal for payment of a Subscription Payment due, this will be treated the same way as a check returned for insufficient funds or closed account (i.e. a "bounced check"), and in addition to such amounts as may be payable from You to Us under this Agreement, You may be subject to overdraft charges or other fees imposed by Your financial institution. For each payment not made by the due date, We will charge You an additional \$20.00 late fee (or such lower amount as may be required by applicable law), which You agree to pay together with the full Subscription Payment in the following month.

**Posting of VDER Credits to Your Utility Bill.** The Utility is responsible for calculating, in accordance with the Utility Tariff and the Program, the VDER credit which has been earned based on their receipt of each month's Array Production at the Host Meter and the VDER credit rate, and for allocating such VDER credits in accordance with the Membership Information List. We will provide the Utility with Your Customer Information so that the Utility can post the appropriate of VDER credits to Your Utility bill, pursuant to the allocations shown in the Membership Information List.

**Terms and Conditions.** This Agreement consists of two parts: (1) the terms specific to this Agreement and (2) the General Terms and Conditions that govern Community Solar Subscription Agreements that comply with New York State law and the NY Public Service Commission's most current guidelines and governing regulations.

MEMBER CONTACT INFORMATION	
Contact Name:	Contact Phone:
	Contact Email:
Utility Meter Account Number Address:	Billing Address (if different):

**THEREFORE**, the parties agree to the terms and execute this Agreement that becomes effective once both parties have signed:

**Elmbrook Solar, LLC**

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

**Customer:**

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

Name:

Name:

Title:

Title, if applicable:

Date:                      Time:

Date:                      Time:

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1. **Utility Service.** Your Utility (and if applicable, Energy Services Supply Company) is responsible for providing energy supply and delivery service to Your facilities in accordance with its tariff and responding to emergencies. In the case of an electrical emergency, You should call Your Utility, National Grid, at: 1-800-867-5222. You will continue to receive an electric bill from Utility throughout the Term, and You remain responsible for paying all charges billed by Utility. We in no way assume any liability for Your Utility charges.
2. **VDER Credits.** All solar generation converted to VDER credits sold under this Agreement shall be applied to Your Utility bill. You appoint Us as agent for the purpose of (i) acquiring the supplies necessary to meet Your community solar VDER credit needs, and (ii) administering the transfer of information to Your Utility needed to apply those credits to Your Designated Utility account(s). At Our election, We may, from time to time, substitute VDER Credits produced at other eligible solar arrays in lieu of VDER Credits produced by this Installation.
3. **Dispute Resolution.** In the event of a billing dispute or disagreement involving Our service under this Agreement, the parties will use their best efforts to resolve the dispute informally and expeditiously. Customers should contact Us by telephone or in writing at the contact information provided in the Disclosure Form, and We will acknowledge or respond to Your inquiry within 2 days and, if only an acknowledgement is provided, a response within 14 days. Customers may also submit their dispute at any time to the New York State Department of Public Service (DPS) pursuant to its Complaint Handling Procedures or by calling the DPS at 800- 342-3377.

In the event that a dispute cannot be resolved pursuant to the procedures described above, You agree to a resolution by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate Disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement.

Any arbitration between You and Us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

If You intend to seek arbitration, You must first send a written notice of the dispute to Us (“Notice of Arbitration”). The Notice of Arbitration must: (a) describe the nature and basis of the dispute; and (b) set forth the specific relief sought (“Demand”). If we are unable to resolve a dispute pursuant to the procedures above, You and We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or Us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in Your favor, We will pay You the highest of the following: (i) the amount awarded by the arbitrator (including reasonable attorneys’ fees), if any; or (ii) the last written settlement amount offered by Us in settlement of the dispute prior to the arbitrator’s award.

BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, TO JOIN OR CONSOLIDATE ARBITRATIONS BY OR AGAINST ANY OTHER CUSTOMERS OF US, OR TO LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

## 4. Termination.

- a. We may terminate this Agreement upon Your default under this Agreement if such default is not cured within 5 days after We notify you of Your default, or as otherwise specified herein. Any decision by Us to lawfully terminate this Agreement does not restrict Us from taking any other actions to prevent loss, correct the default, or otherwise enforce performance of this Agreement, by court action or otherwise, nor does it waive Your obligations to pay any outstanding balance owed to Us prior to such termination.
- b. You may terminate this Agreement without any penalty, early termination fee, or obligation: (1) within 3 business days from the date We deliver a copy of the fully executed Agreement to You, including via electronic delivery, by notifying us in writing; (2) if We materially breach this Agreement and such breach is not cured within 10 days after You provide written notice to Us; or (3) in the event that the actual start date is delayed, as set forth in the Disclosure Form, by providing Us written notice. At all other times, You may elect to terminate this Agreement prior to the end of the Term by providing us at least 60 days’ written notice. You will be subject to an Early Termination Fee of \$100 if you terminate this Agreement prior to the end of the Term and you do not provide us with at least 60 days’ notice.

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5. **Limitation of Liability.** Parties agree that any liability to each other will be limited to direct actual damages. Neither Party shall be liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business in tort, contract or any other form of law. This limitation excludes claims of gross negligence or willful misconduct.
6. **Indemnification.** To the extent permitted by law, You agree to indemnify, defend and hold harmless Us and Our employees, officers, directors, agents, financing partners, affiliates, subcontractors, successors and assigns, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from Your failure to comply with any of the terms or conditions of this Agreement; provided that nothing herein shall require You to indemnify Us if you are complying with applicable law which is in conflict with this Agreement. In the event that We must defend a claim brought against Us as a third party as a result of Your default under this Agreement, or commences litigation against You under this Agreement, You will be responsible for reasonable attorneys' fees and expenses to the extent permitted by law.
7. **Taxes.** You agree to pay any Taxes imposed on your VDER credits. "Taxes" means any and all federal, state, municipal, or other governmental duties, fees, levies, *ad valorem*, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes.
8. **Force Majeure. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT FORCE MAJEURE IS THE ONLY EXCUSE FOR NON-PERFORMANCE AND ALL OTHER EXCUSES (AT LAW OR EQUITY) ARE WAIVED.** Except for payment obligations, a Force Majeure event will excuse performance during the event. "Force Majeure" means an event not within the reasonable control of the Party (or, third party, in the case of third party obligations or facilities) claiming suspension (the "Claiming Party"), and which by the exercise of due diligence the Claiming Party is unable to overcome or obtain a commercially reasonable substitute for performance. Force Majeure includes but is not restricted to: failure of transmission facilities; acts of God; fire; civil disturbances; labor dispute; labor or material shortage; and sabotage. Force Majeure as it applies to this Agreement shall not serve to relieve You of any financial obligation made pursuant to a Fixed Price purchase option chosen by You and described in this Agreement.
9. **Warranties. WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM CUSTOMER PRODUCTION, SOLAR OUTPUT, OR VDER CREDIT AMOUNT. WE DO NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO YOU UNDER THIS AGREEMENT. WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, ENVIRONMENTAL INCENTIVES, SRECS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT (OTHER THAN THE VDER CREDITS SOLD TO YOU UNDER THIS AGREEMENT), ALL OF WHICH WILL BE OWNED BY US AND USED BY US AS WE MAY DETERMINE FROM TIME TO TIME. WE DO NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SOLAR ARRAY OR ANY PART THEREOF. WE DO NOT REPRESENT THAT THE SOLAR ARRAY WILL GENERATE ANY PARTICULAR LEVEL OF VDER CREDITS OR THAT THE VDER CREDITS YOU RECEIVE WILL BE EQUAL TO OR GREATER THAN YOUR UTILITY BILL CHARGES. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE UTILITY TARIFF OR THE PROGRAM OR THE VDER CREDIT RATE, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. WE DO NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE UTILITY TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT YOU OR NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND/OR SERVICES PURCHASED BY YOU ARE SOLD "AS IS", WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, AND THE ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**
10. **Buyer Warranties.** You hereby represent and warrant to Us that: (a) You have read and understand the terms of this Agreement 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

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i is associated with the Utility account to which Bill Credits will be allocated and You have the full right, power and  
s authority to enter into this Agreement; (e) Your execution, delivery and performance of this Agreement will not  
a conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which  
s You are a party or by which You or Your property may be bound; (f) all information that You have provided to Us,  
s and other facts, estimates and assumptions are accurate, true and complete in all respects; (g) You understand  
o that this Agreement is a purchase contract and not a security registered under federal or state law; (h) You are  
c entering into this Agreement solely to receive VDER credits as an energy-related commodity for use at the Utility  
i account identified by You, not for investment or speculation, not with a profit expectation, and not with a view to  
a the resale of any benefits under this Agreement; (i) You do not have an interest in the profits or losses of the  
t Installation and will not otherwise be entitled to any profit related to the Installation or by entering into this  
e Agreement; and (j) You are receiving electricity service pursuant to a residential or small (non-demand metered)  
d commercial service classification of the Utility's electric tariff and during the Term, You agree not to modify  
w electricity consumption in a manner that causes the Utility to switch You to a service classification that is not a  
i residential or small (non- demand metered) commercial service classification, or to elect a service classification  
t that is not a residential or small (non-demand metered) commercial service classification.

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11. **Assignment.** You may not assign this Agreement without Our prior written consent. We may assign, sell, or  
h transfer the Installation and/or this Agreement, in whole or in part, at our sole discretion and without Your consent.

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12. **Severability.** If any provision in this Agreement is held by a Court or regulatory agency of competent jurisdiction  
t to be invalid, void or unenforceable, the remaining provisions shall still be fully enforceable, without being impaired  
i or invalidated in any way.

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13. **Information Release Authorization.** The Utility may request Your information from Us that We are permitted or  
t required by law to provide, and includes, but is not limited to: Your name, home address, billing address, email  
y address, fax number, Utility Service Location, Utility Account Number, meter number(s), pod identification  
a numbers, information regarding the Solar Array, the Allocation, usage information, copies of utility bills, Utility Bill  
c Credit or VDER credit allocations, information regarding the terms and conditions of this Agreement, and other  
c such information. Additionally, You hereby irrevocably appoint Us as Your authorized agent with full power and  
o authority to provide Customer Information to Your Utility and/or obtain Customer Information from the Utility from  
u time to time, including but not limited to copies of Your Utility bills and information regarding Your VDER Credits.  
n These authorizations do not restrict You from communicating with, instructing or directing Your Utility with respect  
t to other matters pertaining to electric service to Your Utility Service Location, or asking the Utility questions regarding  
t Your participation in the Program. You also must agree to assist Us in promptly obtaining from the Utility any  
o Customer Information that We cannot obtain directly from the Utility in a timely fashion. Our sole obligation  
w regarding VDER credits is to request and use commercially reasonable efforts to document and apply for such  
h VDER credits. You acknowledge and agree that Your qualification for VDER credits is subject to the requirements  
i of the Utility, the Utility Tariff and the Program. Your execution of this Agreement shall constitute authorization for  
c the release of this information to Us. This authorization will remain in effect during the Initial Term and any Renewal  
h Term.

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14. **Consumer Protections.** The services provided by Us to You are governed by the terms and conditions of this  
l Agreement, the Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS) promulgated  
l by the New York State Public Service Commission, and HEFPA for residential Customers. You may obtain  
C additional information by contacting Us at 1-877-421-0340 or the DPS at 1-800-342-3377, or by writing to the  
r DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza,  
e Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The State of New York Public  
d Service Commission may in the future issue additional guidelines regarding the "Regulation and Oversight of  
i Distributed Energy Resource Providers and Products" as contemplated in Case 15-M-0180, which will be  
t incorporated herein, as applicable.

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15. **No Partnership.** Nothing contained in this Agreement will constitute either party to this Agreement as a joint  
i venture, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations,  
l acts, omissions, representations, or contracts of the other, including without limitation Your obligations to the  
l Utility for electric service.

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# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

**16. Contact Information.** Customer may contact Our Customer Service Center at 1.877.421.0340, Monday through Friday 8:00 a.m. to 5:00 p.m. EST (hours subject to change). Customer may write to Us at Eden Renewables LLC, 1-518-326-0259, 333 Broadway Troy, NY 12180, [community@EdenRenewables.com](mailto:community@EdenRenewables.com).

**17. Miscellaneous.** This Agreement shall be governed by the laws of the State of New York. This Agreement is also subject to the rules of Your Utility's Community Distributed Generation Program, and any developing standards for community renewable energy credits or Community Distributed Generation Programs implemented by the NY Public Service Commission.

**18. Changes in Circumstances.** If a material change occurs to any of the following: taxes, NY Community Renewable Energy rules including Community Distributed Generation Programs, NY DPS rules, actual usage versus historical data, or credit capacity availability, We reserve the right to cancel or modify this Agreement upon providing You with thirty (30) days prior written notice.

**19. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

**20. Changes in Law.** This Agreement is also subject to future legislation, orders, rules, regulations or Utility tariff or policy changes by any Governmental Authority ("Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory, or judicial body of any such government) that could affect Our anticipated economic return under this Agreement. Specifically, this includes New York's Clean Energy Standard. If a change in any law, rule or pricing structure, including but not limited to implementation of New York's Clean Energy Standard or Zero Emissions Credits program, results in new or increased costs on the ownership, operation or maintenance of the Project or of Our costs to administer this Agreement, or materially reduces the economic benefits available to Us under this Agreement, We may terminate this Agreement or increase Your Rate accordingly, upon providing You with thirty (30) days prior written notice.

# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

## APPENDIX A PROJECT INFORMATION

### **SOLAR ARRAY INFORMATION**

**Array Name:**

Elmbrook

**Array Company Name:**

Elmbrook Solar, LLC

**Total Facility Nameplate Capacity (kW):**

7,500 kilowatts DC

**Array Location:**

2191 Brookeview Rd., Castleton, NY 12033

# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

## APPENDIX B ACH Recurring Payment Authorization Form

### A. Important Instructions

1. This form is required to authorize Eden Renewables or its Affiliates, successors and/or assigns (hereinafter referred to as the "Company") to:
  - Establish a Designated Payment Account for payment of recurring monthly Net Metering Credit Payments.
  - 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 and keep it with Your Net Metering Credit Sale Agreement.
4. In order to ensure timely and accurate processing of account changes, please include a voided check when submitting the form. If a voided check is not attached, please ensure any written information is legible and all sections are completed. Example of Check with Routing/Transit Number and Bank Account Number:

The diagram shows a check with the following fields and labels:

- NAME** (top left), **ADDRESS** (top left), **CITY, STATE ZIP** (top left), **0123** (top right), **01-2345/6789** (top right)
- DATE** (top center)
- PAY TO THE ORDER OF** (middle left), **\$** (middle right),  (middle right)
- BANK NAME** (bottom left), **ADDRESS** (bottom left), **CITY, STATE ZIP** (bottom left), **DOLLARS** (bottom right)
- FOR** (bottom left)
- Bank Routing Number** (bottom left, under 0123456789)
- Bank Account Number** (bottom center, under 012345678901234)
- Check Number** (bottom right, under 0123)

### Your Designated Payment Account Information

Your Name:

Routing/Transit Number:

Bank Account Number:

Financial Institution Name:

**Signature Section.** By signing below, the account holder(s) acknowledge(s) that they have received, read and agree to the incorporated "Terms and Conditions" below of this form and confirm(s) the accuracy of the information provided above on this form.

By Account Holder:

Date:

Account Holder email address:

# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

## APPENDIX B ACH Recurring Payment Authorization Form

### **B. Terms and Conditions**

1. By completing this form, You are authorizing the Company to debit the account provided on this form (which may be referred to as a Designated Payment Account) to pay recurring monthly Net Metering Credit Payments and other amounts due under the Net Metering Credit Sale Agreement.
2. The authorization provided by this form will remain in effect until the Company receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to the Company. The account holder acknowledges and agrees that the Net Metering Credit Sale Agreement requires payment by ACH and that the failure to make payments due under that agreement as therein required may result in termination of the Net Metering Credit Sale Agreement and in additional amounts to be due the Company, including without limitation payment for Net Metering Credits allocated to the Customer Utility Meter following the termination of Net Metering Credit Sale Agreement, as described in the agreement. Your termination of Your authorization under this form does not modify Your responsibilities under the Net Metering Credit Sale Agreement.
3. Notification of changes to an existing Designated Payment 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 Net Metering Credit Payments shall be drafted monthly, and the Company will give Electronic Notice of the amount two days prior to the monthly due date. Depending upon the timing of payments made by You, the Company may need to draft more than one month's Net Metering Credit Payment (including past due amounts) in order to bring the payments due to a current status.
5. If sufficient funds are not available on Your scheduled draft date, the Company will attempt to draft again one to five days business days later. If sufficient funds are still not available:
  - For Net Metering Credit Payments which are due but not paid on time, the Company will charge an additional \$20.00 late fee (or such lower amount as may be required by applicable law), which You agree to pay together with the full Net Metering Credit Payment in the following month.
6. No payments due the Company will be considered "paid" until the Company actually receives the funds in full.
7. The Company shall incur no liability as a result of a withdrawal being dishonored by Your bank.

**For any questions or other matters regarding this form or the Company's processing of ACH withdrawals in connection herewith, please feel free to contact:**

Eden Renewables LLC  
333 Broadway Troy, NY 12180,  
1-518-326-0259