

**Overview:** This Disclosure Statement describes the key terms of your contract to purchase Solar Credits from a community solar generation system (the “Solar Farm”). The terms of your Residential and Commercial Customer Agreement (the “Agreement”), attached to this Disclosure Statement, are incorporated by reference.

Under your contract, you will not own the system or any part of the system. You will purchase Solar Credits generated by the system during the term of the Agreement.

In the event that the terms in this Disclosure Statement conflict with the terms of your Agreement, the terms in this Disclosure Statement are controlling. Read this Disclosure Statement and the Agreement carefully so that you fully understand this agreement.

<b><u>Customer Information</u></b>  <b>Name:</b> <b>Mailing Address:</b> <b>Telephone Number:</b> <b>Email Address:</b>  <b>Date Enrolled:</b>	<b><u>Provider Information</u></b>  <b>Name:</b> Solar Farms New York <b>Address:</b> PO Box 1380, Norwalk, CT 06856 <b>Telephone Number:</b> 1 (855) 685-4657 <b>Email Address:</b> <a href="mailto:contact@SolarFarmsNY.com">contact@SolarFarmsNY.com</a>  <b>Form Prepared By:</b> Irene Moser, <a href="mailto:iMoser@SolarFarmsNY.com">iMoser@SolarFarmsNY.com</a>
<b>Distribution Utility</b>	Niagara Mohawk Power Corporation d/b/a National Grid (“NGRID” or “Utility”)
<b>Discounted Credits and Savings</b>	<p><b>Solar Credits.</b> Each month, you will receive Solar Credits on your electric utility bill based on the electricity generated by the project. These Solar Credits will lower Customer’s Utility bill by the value of the solar electricity that the Provider has produced on Customer’s behalf. Utility will then charge Customer for their Solar Credits at the Guaranteed Discount Rate, saving the Customer each month a total of 5% of their Solar Credits. Customer will not be charged any other fees for the Solar Credits.</p> <p><b>Consolidated Billing.</b> Solar Farms New York is now participating in Consolidated Billing in accordance with the Public Service Commission’s Order in Case 19-M-0463. Under Consolidated Billing, Utility will charge Customer each month for their Solar Credits at a 5% discount. In the event Solar Farms New York decides in its discretion not to participate in Consolidated Billing, Solar Farms New York will notify Customer in writing and will thereafter bill Customer each month for your Solar Credits at the Guaranteed Discount Rate.</p> <p><b>Value of Solar Credits.</b> Utility shall calculate the value of the Solar Credits allocated to Customer on their Utility Bills based on either the Utility Rate for Customer’s service classification or on the value Utility determines in its discretion of the solar production allocated to Customer from a a community solar farm..</p> <p><b>Production.</b> Customers are not purchasing or leasing solar panels or solar electricity directly. Rather, Customers are purchasing Discounted Solar Credits arising in connection with solar electricity production at a community solar farm. The solar production of solar farms will be delivered to the Utility directly. Customer will pay only for Solar Credits that are allocated to their Utility Bills. In the event a solar farm produces and sells to Utility less solar electricity than anticipated, for example in the case of an outage resulting from weather, engineering problems or a force majeure event, Utility will credit proportionately fewer Solar Credits to Customer’s Utility Bills and the Customer will pay for fewer Discounted Solar Credits. Solar Farms New York will use best efforts to advise Customer in the event of a production shortfall that affects the amount of Discounted Solar Credits Customer will see on their Utility Bill.</p> <p><b>Carryover.</b> Solar Farms New York will allocate Solar Credits based on Customer’s historic electricity usage. Because of changes in Customer’s consumption patterns, the value of Solar Credits may exceed the amount of Customer’s Utility Bills in a given month. In such a case, such Solar Credits will be automatically carried over to succeeding monthly bills and will not expire. Customer will be responsible for paying for any excess or ‘carry over’ Solar Credits at the time such Solar Credits are allocated to Customer’s Utility Bills and actually utilized by Customer. In the event Solar Farms New York is not enrolled in Consolidated Billing, Customer will be responsible for paying for any excess or ‘carry over’ Solar Credits at the time such Solar Credits are allocated to Customer’s utility account (which may be before the Solar Credits are utilized by Customer). Credits accruing to the owner or operator of a solar farm may be banked and allocated to Customer in subsequent months.</p> <p><b>Customer’s interest in other solar benefits or incentives.</b> Under the Agreement, Customer will only receive Discounted Solar Credits and will not be entitled to receive other benefits or incentives such as renewable energy certificates or credits, tax credits, tax deductions, depreciation allowance, green tags, carbon offsets, utility incentives or other rebates or incentives of any kind, all of which have been retained by the owner or developer of the solar farm or transferred to others to finance the solar farm construction.</p>

	<p><b>Late fee.</b> Customer agrees to pay their Utility Bill each month. In the event Solar Farms New York decides in its discretion not to participate in Consolidated Billing, Customer agrees to pay invoices from Solar Farms New York for Discounted Solar Credits. In the event Solar Farms New York sends a separate bill, if Customer fails to pay such bill or, in the event of an ACH or credit card payment, insufficient funds are present in Customer's bank account or insufficient credit is available from the credit card provider within 20 days of the date payment is due, Customers shall pay Solar Farms New York a late fee on unpaid balances for each calendar month or part thereof in the amount of 1.5% per month on the unpaid balance until the balance is paid in full (or such lower rate as required by law). In the case of returned checks or insufficient funds in an ACH withdrawal or credit card charge, Customer shall pay an additional fine of \$25 (or such lower amount as required by law).</p>
<b>Project Location and Customer Allocation</b>	<p><b>Solar Farm Location and Customer Allocation.</b> The solar photovoltaic panels producing and selling solar electricity to Utility are located in New York State and in a zone that is served by the Utility. The location of the solar farm that serves Customer shall be selected by Solar Farms New York; we will notify you of the name of the solar farm from time to time. Solar Farms New York reserves the right to change the solar farm from which you will be allocated Solar Credits, provided that the different solar farm will be located in the Utility service territory. Solar Farms New York will notify you in the event of such a change.</p>
<b>Length of Agreement and Renewal</b>	<p><b>Initial term.</b> The term of the Agreement is month-to-month. Customer may cancel any time without penalty. Solar Farms New York may terminate Customer at any time by notifying Customer by mail to Customer's service address in the event Customer has failed to pay their bills, Customer ceases to be eligible as specified in the Agreement, or for any other reason.</p> <p><b>Renewal term.</b> At the end of the initial and each renewal term, the term shall automatically extend for successive terms of one (1) month, subject to Customer's right to terminate the Customer Agreement at any time without penalty as provided herein. In no event will the Agreement length exceed 25 years in aggregate.</p>
<b>Early Termination</b>	<p><b>Early termination.</b> Customer may terminate the Agreement at any time without penalty or fees by contacting Solar Farms New York by email or sending a letter to the address specified herein. In the event Solar Farms New York terminates the Agreement, it shall notify Customer by email or letter to Customer's billing address.</p> <p><b>No termination fee.</b> There is no penalty or fee for early termination.</p> <p><b>Prior Solar Credits.</b> In the event Customer or Solar Farms New York terminates the Agreement, Customer will pay for all Solar Credits received from prior to the Utility processing of Customer's termination.</p>
<b>Estimated Benefits</b>	<p><b>Estimate of dollar value of Customer's Solar Credits.</b> Each month Utility will issue to Customer and place on Customer's Utility Bills Solar Credits generated by a Community Distributed Generation (CDG) solar project. The value of the Solar Credits shall be determined by Utility in its discretion and depending upon the nature of the CDG project the output of which is allocated to Customer. In some cases, the value per kilowatt hour of Customer's Solar Credits in any month may be more or less than the Utility Rate for the number of kilowatt hours allocated to Customer that month.</p> <p><b>Estimated Net Savings.</b> Unless otherwise specified in the Agreement signed by Solar Farms New York and Customer, Customer's net savings will equal 5% of the value of the Solar Credits applied by Utility to Customer's Utility Bills.</p> <p><b>Example.</b> Suppose a Customer's allocation of solar production is 1,000 kilowatt hours of solar electricity produced at a Solar Farm and the value per kilowatt hour of Solar Credits that month is \$.10/kWh. Utility will allocate \$100 (1,000 kWh times \$0.10/kWh) to Customer Utility Bill, but will only charge Customer \$95 for a net savings of 5% or \$5. In the event Solar Farms New York decides not to participate in Consolidated Billing, Customer would receive the same \$100 of Solar Credits from Utility and directly pay Solar Farms New York \$95 for the same net savings of 5% or \$5.</p>
<b>Guarantees</b>	<p><b>Guaranteed Savings.</b> This Agreement guarantees savings equal to five percent (5%) of the value of Solar Credits allocated to your Utility account and applied to your Utility Bill, but does not guarantee a specific dollar savings. The contract does not guarantee the value of Solar Credits allocated to you, which value is calculated by Utility in accordance with its electric tariff and applicable law. Your Guaranteed Savings will be guaranteed for a term of two (2) years and thereafter may only be changed after advanced written notice to Customer and an opportunity to cancel.</p> <p><b>Production.</b> This Agreement does not guarantee a minimum level of system performance or production of energy. Solar Farms New York makes no guarantees of minimum Solar Credits which could change as a result of reductions or interruptions in solar production arising from weather and other events outside of Solar Farms New York's control (e.g., electrical storms, hail storms, civil unrest, acts of terrorism, or other</p>

	unforeseen events). In the event of a decline in production, Solar Farms New York shall so notify Utility and Customer may see a decline in the Solar Credits on their bill.
<b>Data Sharing and Privacy Policy</b>	<p><b>Utility data.</b> Customer will furnish Solar Farms New York with the following information for the purpose of determining Customer's share of the solar electricity production of the Solar Farm:</p> <ul style="list-style-type: none"> <li>• Customer name</li> <li>• Utility account number or POD number</li> <li>• Service and billing addresses</li> <li>• Any other information required in connection with the Agreement. Customer authorizes Solar Farms New York to use such information to (i) request billing profiles, usage and payment history, and other information from Utility or credit reporting agencies, (ii) perform a credit check or utility payment score, and (iii) calculate the appropriate amount of Solar Credits to be allocated to Customer.</li> </ul> <p><b>Privacy policy.</b> Solar Farms New York may share Customer information, including but not limited to name, address, phone number, social security number, loan data, and payment activity, including delinquency, with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, credit reporting agencies, and third parties interested in assuming the responsibilities of Solar Farms New York to Customers as part of an assignment of Agreements. Solar Farms New York, in accordance with its Privacy Policy (a copy of which is available on Solar Farms New York's website), will take commercially reasonable steps to protect your information and privacy and to ensure that the third party's activities conform with relevant regulations and requirements.</p> <p>SOLAR FARMS NEW YORK'S ACCESS AND/OR DISCLOSURE OF CUSTOMER'S DATA SHALL BE LIMITED TO INSTANCES WHERE IT IS NECESSARY TO FACILITATE OR MAINTAIN SERVICE TO THE CUSTOMER UNDER THIS AGREEMENT OR REQUIRED BY LEGAL AUTHORITY, provided that Customer agrees that Solar Farms New York may from time to time offer Customer home improvement or energy efficiency products or services either directly or through authorized agents.</p>
<b>Right to Cancel Without Penalty</b>	<p>In addition to Customer's right to terminate their contract at any time without penalty as provided above, Customer may rescind the Agreement by notifying Solar Farms New York within three (3) business days of receipt from Solar Farms New York of a copy of its fully executed Agreement.</p> <p>Solar Farms New York may also refuse to accept, or terminate, an Agreement if Customer is not or does not continue to be eligible as provided in the Agreement.</p>
<b>Customer Rights</b>	If you have inquiries or complaints that Solar Farms New York is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .
<b>Electronic Statement Acceptance</b>	Customers acknowledge and agree that they may receive the Agreement, Disclosure Statement, and all monthly bills electronically via a web-portal or by e-mail in which case Solar Farms New York may, in its discretion, not provide paper copies.
<b>Utility Bills</b>	Customers are responsible for paying all Utility Bills in full, including the Basic Service Charge, Generation Charge, Transmission and Distribution Charges, and all applicable taxes.
<b>Signature</b>	The date of the Agreement is the date on which Customer indicates their assent to the Agreement by signing the Disclosure Statement and Agreement by physical means or by DocuSign Electronic Signature or similar electronic means and sending such confirmation to Solar Farms New York or by indicating their assent in a voice recording.
<b>Miscellaneous</b>	<p><b>Annual report.</b> Customer will receive an annual report by March 31<sup>st</sup> of each calendar year describing the Customer's savings as well as the amount of solar electricity produced at the Solar Farm and allocated to Customer.</p> <p><b>Service and emergencies.</b> Utility will continue to be responsible for providing electric service and responding to electric outages. The Customer should contact Utility directly in the event of a problem with service or billing or any emergency.</p> <p><b>Dispute resolution.</b> If a Customer believes a bill is inaccurate, they should contact Solar Farms New York and Solar Farms New York (or its designated service provider) must acknowledge receipt of the complaint within two (2) business days and respond to or resolve the substance of the complaint within fourteen (14) business days. If a Customer is dissatisfied with Solar Farms New York's response, they may request a review of the outcome by calling Solar Farms New York or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of Solar Farms New York's response. Any unresolved disputes shall be submitted to binding arbitration (see Agreement for details). If only a portion of</p>

	<p>the charges the Customer received for Solar Credits is in dispute, Customer must pay all undisputed charges in a timely fashion while they may withhold payment of the amount in dispute. Customers may also contact the Department of Public Service (contact information contained herein).</p> <p><b>Insurance and warranty.</b> The owner and operator of the Solar Farm will carry appropriate insurance and warranties on the Solar Farm. Customer will never be responsible for insurance or maintenance of all or part of the solar farm.</p> <p><b>Customers may only enter into a Agreement to receive Solar Credits as an energy related commodity for use at the Utility Account Number identified by such Customers in their Agreement at the time of their subscription. By entering into this Agreement, Customers acknowledge and agree that with the exception of the purchase of Solar Credits any and all tax credits, incentives, renewable energy credits, green tags, carbon offsets, utility rebates or any other non-power attributes of the Solar Farm are the property of and for the benefit of Solar Farms New York or others. Customers should not and may not enter into an Agreement for investment or speculation, with a profit expectation, or with a view to the resale of any benefits. Customers have no ownership of or interest in the profits or losses of the solar farm from which solar electricity production is allocated to them and will not otherwise be entitled to any profit related to the Solar Farm nor will they be able to sell, hypothecate, pledge, assign or otherwise transfer any Solar Credits or any economic interest therein. The Agreement is not a security or debt instrument and has not been registered under federal securities laws or registered or qualified under the securities laws of any state in which the Customer may reside. By entering into this Agreement, the Customer consents to Solar Farms New York obtaining any and all data possessed by Utility or credit reporting agencies at any time during the Term of such Agreement, including account number(s), service address(es), usage and billing history, and/or Customer's enrollment in any Utility assistance programs, including low-income assistance programs.</b></p>
<b>Contact Information</b>	<p>Solar Farms New York PO Box 1380 Norwalk, CT 06856 Toll Free Phone: 1 (855) 685-4657 contact@SolarFarmsNY.com</p>

I, \_\_\_\_\_, confirm that I have received, reviewed and understand the information contained in the Solar Farms New York Community Distributed Generation Disclosure Statement (the "Disclosure Statement") and Solar Farms New York Residential and Small Commercial Agreement (the "Agreement"). I confirm that I have had an opportunity to ask questions of my community solar provider, Solar Farms New York, and have received sufficient answers. I understand that the Agreement is incorporated by reference into the Disclosure Statement and that in signing and agreeing to the Disclosure Statement I am also agreeing to the Agreement which may include provisions which do not appear in the Disclosure Statement, provided that in the event of any inconsistency between the Disclosure Statement and the Subscription Agreement the Disclosure Statement will control.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Irene Moser, on behalf of Solar Farms New York

\_\_\_\_\_  
Date



### Purpose and Key Terms

Purpose:	Customers who wish to support solar electricity in New York may purchase Solar Credits related to electricity generated by a New York Solar Farm.
Customer:	Any residential or small, non-demand commercial metered Utility customer.
Sponsor:	Solar Farms New York, as agent for the Owner or Operator of the Solar Farm.
Utility:	Niagara Mohawk Power Corporation d/b/a National Grid (“NGRID” or Utility”)
Solar Farm:	A property located within the Utility supply zone and assigned to Customer by Solar Farms New York.
Solar Allocation:	The number of kilowatt hours of solar electricity produced at the Solar Farm and allocated to Customer each month by Solar Farms New York as a percentage of the excess kilowatts produced at and not consumed by the Solar Farm.
Solar Credits:	The dollar value, calculated by Utility, of the Solar Allocation which Utility will deduct from Customer’s monthly bills. The value may be based upon the Utility Rate charged to Customer or upon the value of the solar electricity generated at the Solar Farm that Utility determines in its discretion.
Guaranteed Savings:	5% of the Solar Credits.
Discounted Solar Credits:	Customer will pay Utility 95% of the value of the Solar Credits. In the event Solar Farms New York decides not to participate in Consolidated Billing, Customer will pay Solar Farms New York 95% of the value of the Solar Credits.
Term:	Month-to-month. Customers can cancel any time without penalty. Guaranteed Savings are guaranteed for a minimum of two years and cannot be changed without notifying Customer advance written notice and providing an opportunity to terminate.
Early Termination:	Customer may terminate at any time without penalty or fees provided that Customer pays for all Solar Credits received from Utility.

### Summary

Customer is a residential or small business non-demand metered Utility customer who wishes to support a Solar Farm in Utility’s territory that is or will be generating solar electricity from photovoltaic panels. The solar electricity produced and not consumed by the Solar Farm will be delivered to Utility and Solar Farms New York will allocate a portion of such solar electricity to Customer. Each month Utility will issue to Customer Solar Credits which Utility will calculate based on Customer’s Solar Allocation. After receiving such Solar Credits Customer will pay Utility (or Solar Farms New York in the event Solar Farms New York decides not to participate in Consolidated Billing) the Discounted Solar Credits.

### Guaranteed Savings Plan

Each month Utility will apply Solar Credits to Customer’s Utility Bill based on the value of solar electricity produced at a Solar Farm and allocated to Customer. Customer’s Utility Bill will be lowered by the Guaranteed Savings. The benefits of the Guaranteed Savings Plan are as follows:

- Each month Customer will receive an allocation of Solar Credits from electricity generated on the Solar Farm.
- Customer will pay Utility (or Solar Farms New York in the event Solar Farms New York elects not to participate in Consolidated Billing) an amount that is 5% less than the value of the Solar Credits applied to their Utility Bill.
- Customer’s Guaranteed Savings will be guaranteed for a term of two (2) years and thereafter may only be changed after advanced written notice to Customer and an opportunity to cancel.
- Customer may cancel any time without penalty or fees provided that Customer will continue to pay for any Solar Credits that have been allocated by Utility.

### Solar Farm

Solar Farms New York is the marketing representative for a number of solar farms that have been built or are being built for the purpose of generating electricity from sunlight and selling to Utility all electricity that is not consumed at the solar farm. Customer will be notified in its monthly bill of the Solar Farm that has been allocated in part to Customer. Customer acknowledges and agrees that

Solar Farms New York may need to change the name and location of the Solar Farm that has been allocated to Customer from time to time in the event all electricity generated at the Solar Farm has already been fully allocated to other Customers or in the event some solar farms experience a decline in production due to weather, mechanical failure, or other force majeure issues described below.

### Utility Bill

Utility will allocate Solar Credits to Customer and apply them to Customer’s monthly bill as follows:

- Each month Solar Farms New York shall calculate and advise Utility of the Customer’s Solar Allocation which shall be a percentage of the excess solar produced at the Solar Farm. Over the course of a year, the Solar Allocation shall generally be between 90% and 100% of the Customer’s historic or estimated annual usage.
- Utility shall determine the value of the Solar Allocation in its discretion and will apply such value in the form of Solar Credits to Customer’s Utility Bills.
- Customer’s Utility Bill will be reduced by the Guaranteed Savings.
- Utility will not issue Solar Credits to Customer unless and until a solar farm has been built and connected to Utility’s system. Customer’s payments may be suspended or reduced if for any reason the solar farm stops producing sufficient electricity to allocate to Customer or the amount of electricity actually produced falls.
- UNLESS OTHERWISE DETERMINED BY UTILITY, CUSTOMER WILL CONTINUE TO RECEIVE A BILL FROM UTILITY THROUGHOUT THE TERM, AND THE CUSTOMER REMAINS RESPONSIBLE FOR PAYING ALL CHARGES BILLED BY UTILITY. SOLAR FARMS NEW YORK IN NO WAY ASSUMES ANY LIABILITY FOR CUSTOMER’S UTILITY BILL.
- If Solar Farms New York elects not to Participate in Consolidated Billing under the December 12, 2019 Order in Case 19-M-0463, including any future amendments or changes thereto (“Consolidated Billing”), Customer will thereafter receive an invoice from Solar Farms New York for the Discounted Solar Credits.

### Solar Farms New York Bill

Solar Farms New York now participates in Consolidated Billing under which Customer will

receive a single bill from Utility for electricity charges and Solar Credits. If Solar Farms New York elects not to participate in Consolidated Billing under this Agreement, Solar Farms New York will bill the Customer monthly for the Discounted Solar Credits applied to Customer’s Utility Bill. Customer acknowledges and agrees that each month both the value of Solar Credits credited to Customer’s bill by Utility and the Discounted Solar Credits of the Solar Allocation charged by Solar Farms New York can change based on actual electricity produced at the Solar Farm and the value of the Solar Credits determined by Utility.

**CUSTOMER REMAINS RESPONSIBLE FOR TIMELY PAYMENT OF UTILITY BILLS, AND ANY FAILURE TO DO SO SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT BY CUSTOMER.**

### Authorization to Access Information

In entering into this Agreement, Customer represents and warrants that Customer’s name, Utility utility account number, service and billing addresses, and any other information requested by Solar Farms New York and provided by Customer is accurate. Customer acknowledges and agrees that Solar Farms New York may use such information, which may include Customer’s social security number, to access information from Utility and credit reporting agencies including usage, payment and credit history, and Telecommunications, Energy and Cable Score, and to share such information with Solar Farms New York’s current and potential financing partners, and any financing partners of Solar Farms New York’s successors and assigns, pursuant to the directive of a legal authority, or in connection with an assignment of the Agreement to a third party.

### Term

The term of this Agreement is month-to-month. Customer may cancel this Agreement at any time without penalty provided that Customer pays the Discounted Solar Credits of any Solar Credits received from Utility. The benefits of Customer’s Guaranteed Savings Plan shall be guaranteed for a minimum period of two (2) years and thereafter may be changed by Solar Farms New York after advanced written notice and an opportunity to cancel. This Agreement shall, unless Solar Farms New York determines otherwise in its discretion, automatically renew for successive periods of one

month, so long as the total Agreement length does not exceed twenty-five (25) years in aggregate.

## Termination

Customer may cancel this Agreement at any time without penalty or fees, subject to payment of the Discounted Solar Credits for any Solar Credits received by Customer from Utility. To cancel this agreement, Customer may send a letter or an email to Solar Farms New York at the contact information provided below. Customer agrees that they shall be responsible to pay Utility (or Solar Farms New York in the event Solar Farms New York has elected not to participate in Consolidated Billing) for the Discounted Solar Credits of all Solar Credits issued by Utility.

Solar Farms New York may terminate this Agreement at any time without advance notice in the event Customer has not paid their Utility Bill in a timely manner (or Solar Farms New York's bill in the event Solar Farms New York elects not to implement Consolidated Billing), ceases to be eligible for Solar Credits, or for any other reason in its discretion provided that Customer shall be entitled to receive Solar Credits prior to such termination.

Notwithstanding anything to the contrary, in the event of a termination, Solar Farms New York will notify Utility as soon as commercially reasonable that Customer is no longer entitled to receive Solar Credits under this agreement. Customer acknowledges that Utility may not process such termination immediately during which time Utility may continue to apply Solar Credits to Customer's Utility Bill for which Customer will be billed. In the event such termination occurred because of Customer's failure to pay its Utility or Solar Farms New York bill, Solar Farms New York may take all lawful actions, directly or through third parties, to collect unpaid amounts and to notify credit reporting agencies of such failure to pay. By choosing any one or more of the remedies available to Solar Farms New York under this Agreement, Solar Farms New York does not waive its right to use another remedy. By deciding not to use any remedy should Customer be in default under this Agreement, Solar Farms New York does not waive its right to use that remedy in case of a subsequent default.

## No Early Termination Penalty

There shall be no penalty or fees for Early Termination. Customer shall pay for all Solar Credits applied to their bills by Utility.

## Payments

Customer agrees to pay Utility's monthly bills which include electricity charges and the Discounted Solar Credits. In the event Solar Farms New York elects not to participate in Consolidated Billing, the Solar Farms New York bill will be sent to the Customer at their billing address designated in the Disclosure Statement. In such a case,

- Customer may pay by authorizing Solar Farms New York to withdraw the Discounted Solar Credits from Customer's bank account in accordance with the Automatic Payment and Electronic Funds Transfer Disclosure Statement provided to Customer (ACH). In the case of an ACH authorization, Solar Farms New York will notify Customer, ten (10) days before each payment is due, when funds will be withdrawn from Customer's account and how much such withdrawal will be. Funds will be withdrawn after Solar Credits are applied to Customer's bill.
- Customer may pay by credit card in which case Solar Farms New York shall assess a charge to Customer's credit card for the Discounted Solar Credits.

- Customer may pay the Discounted Solar Credits by check in which case payment is due within ten (10) days of receipt of Solar Farm New York's bill.
- Customer agrees that Solar Farms New York may delegate to a third party servicing company the responsibility of billing and collecting the Discounted Solar Credits issued to Customer.
- Customer agrees that late payments shall bear interest of 1.5% per month on amounts unpaid after twenty (20) days (or such lower amount as required by law).
- Customer agrees that it will pay a \$25 fee (or such lower amount as required by law) in the event an ACH or credit card charge is rejected or a check is returned for insufficient funds.
- Customer understands that if they question a bill for any reason the penalty and interest charges shall apply only to the amount of the bill that is not in question.

## Solar Credits

Solar Farms New York will use reasonable efforts to ensure that Utility applies the Solar Credits to the Customer's Utility Bill. Solar Farms New York does not guarantee that Utility will apply such Credits accurately or without error or delay. If Customer believes there has been an error or unjustified delay, they should contact Solar Farms New York and/or Utility promptly.

## Solar Farms New York Responsibility

During the term of this Agreement, Solar Farms New York shall:

- Protect Customer's personal data except as required by applicable law or court order;
- Notify Customer in the event of a *force majeure* event such as an electrical storm, hail storm, civil unrest or act of terrorism that reduces the solar electricity production of the Solar Farm and may reduce or suspend all or some of the Solar Credits until full production resumes;
- Notify Utility of the names of Customer, their utility account numbers or POD numbers, the quantity of solar electricity production to be allocated, and the applicable service and billing addresses;
- In the event Solar Farms New York elects not to participate in Consolidated Billing, send Customer a monthly bill for the Discounted Solar Credits;
- Notify Customer in the event it takes any adverse action as a result of a credit report or score including the contact information for the reporting or scoring agency and the Customer's right to obtain a free copy of such report or score and dispute its accuracy; and
- Send Customer not later than March 31 of each year an annual report for the prior calendar year showing total Solar Credits issued to Customer and the total dollars paid for such Solar Credits by Customer.

## Customer Eligibility

Customer shall be eligible to receive Solar Credits as long as they

- Are at least 18 or older;
- Maintains a residential or small commercial non-demand account with Utility;
- Have the authority to enter into this Agreement for the Utility Account No. specified on the Disclosure Statement;
- Have not become a net metered account of Utility such as by installing solar panels on a home or business rooftop;
- Provide Solar Farms New York with their name, service and mailing address, Utility account number, and any other documentation required by Utility to implement the Agreement and notify

Solar Farms New York if such information changes or should be corrected;

- Live or have a business within the Utility territory where the Solar Farm is located;
- Unless otherwise agreed by Solar Farms New York, do not take Standby Service or pay demand charges on the account identified by Customer to receive Solar Credits, and are otherwise eligible to participate in community distributed generation in accordance with applicable law and Utility's electric tariff;
- In the event Solar Farms New York elects not to participate in Consolidated Billing, pay their Solar Farms New York bills promptly and in the event of a question or disagreement pay the undisputed amount of the bill;
- Remain on a Utility rate class that is qualified to receive Solar Credits; and
- Maintain a satisfactory credit score or rating as determined by Solar Farms New York in its reasonable discretion.

## Amendments

From time to time Solar Farms New York may notify Customer that

- The Solar Credits will come from a different Solar Farm as long as the new Solar Farm is in Utility's territory;
- Utility rules or state law or regulations have changed and require corrections or changes in this Agreement including changes in the value of the Solar Credits or the Discounted Solar Credits;
- New sales, excise or other taxes have been imposed in connection with this Agreement and must be passed on by Solar Farms New York in its bills;
- Solar Farms New York elects to alter the terms and conditions of this Agreement, including electing not to participate in Consolidated Billing; or
- Solar Farms New York elects to pay by check or credit to Customer's credit card or bank account all or a portion of Customer's Guaranteed Savings.

Any such corrections, changes or amendments will become effective immediately upon notifying Customer and providing Customer with any updated or amended documents as required by law, unless Customer chooses to terminate this Agreement as provided above.

## Assignment

Solar Farms New York may assign this Agreement, in whole or in part, without consent of Customer. Customer may not assign or transfer their obligations under this Agreement to a third party, such as the buyer of their house or business, without the prior written approval of Solar Farms New York or its assignee. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE CUSTOMER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.**

## Customer's Understandings and Representations

In entering into this Agreement Customer understands and represents that

- They have read and understands this agreement and have had an opportunity to ask Solar Farms New York questions and to consult with advisors;
- They are authorized to enter into this agreement and that it is enforceable against Customer and their heirs and assigns except as limited by bankruptcy, insolvency, or inheritance laws;
- They do not own solar panels nor any other equipment or property at the Solar Farm;



- They have no right, for reasons of safety, to walk on the Solar Farm or obtain interconnection or metering information from the Solar Farm or any renewable energy credits or financial incentives received by Solar Farms New York;
- **BECAUSE UTILITY AND/OR SOLAR FARMS NEW YORK WILL BE THE OWNER OF ALL RENEWABLE ENERGY CREDITS AND GREEN TAGS ASSOCIATED WITH THE SOLAR FARM, CUSTOMER CANNOT CLAIM TO HAVE PURCHASED, GENERATED, OR USED CLEAN, RENEWABLE, OR SOLAR ENERGY. CUSTOMER IS PURCHASING SOLAR CREDITS ONLY UNDER THIS AGREEMENT AND THAT SOLAR FARMS NEW YORK IS NOT SELLING CUSTOMER 'GREEN' OR 'RENEWABLE' POWER FROM THE SOLAR FARM. 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/](http://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/).**
- Solar Farms New York does not guarantee the amount of solar production from the Solar Farm or the amount of Solar Credits issued to Customer or the value of such Credits determined by Utility and that such production and Solar Credits accruing in connection with such production may be interrupted for many reasons including events of *force majeure* that are outside the control of Solar Farms New York and Utility such as electrical storm, hail storm, civil unrest, acts of terrorism, or other unforeseen events;
- Solar Farms New York is unable to foresee future electricity prices or the value of the Solar Credits and has not promised specific dollar savings;
- This Agreement is a purchase contract and not a security registered under federal or state law;
- Customer is entering into this Agreement solely to receive Solar Credits as an energy-related commodity for use at the Utility account identified by Customer, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;
- Customer does not have an interest in the profits or losses of the Solar Farm and will not otherwise be entitled to any profit related to the Solar Farm or by entering into this Agreement;
- Solar Farms New York may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall Customer hold such financing partner liable for any act or omission of Solar Farms New York or for any breach of any representation, warranty or covenant made by Solar Farms New York to Customer;
- A Solar Farms New York financing partner or the owner or operator of a Solar Farm may exercise any of Solar Farms New York's rights and obligations under this Agreement and may also exercise all rights and remedies of secured or preferred parties generally with respect to this agreement and the Solar Farm including, but not limited to, requiring Customer to agree to enter into a new agreement with such financing partner or their assigns under substantially the same terms as this Agreement and to execute and deliver to Solar Farms New York or such financing partner or assigns any document, instrument, or statement by which Customer acknowledges and confirms that the legal and beneficial ownership of this Agreement or the Solar Farm remains in Solar Farms New York or as is otherwise reasonably requested by such financing partner in order to create, perfect, continue, or terminate the security or equitable interest in this Agreement;
- Solar Farms New York may from time to time offer Customer, either directly or through

authorized agents, home improvement or energy efficiency products and services; and

- They are responsible for all sales, use or other taxes imposed upon the value of the Solar Credits by any governmental authority

**LIMITATION OF LIABILITY; WARRANTY**  
NEITHER SOLAR FARMS NEW YORK NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLAR FARMS NEW YORK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF PAYMENTS MADE BY CUSTOMER TO SOLAR FARMS NEW YORK FOR THE SOLAR CREDITS. SOLAR FARMS NEW YORK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR FARM AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE FARM'S SOLAR ELECTRICITY PRODUCTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SOLAR FARMS NEW YORK DOES NOT WARRANT OR GUARANTEE ANY SAVINGS EXCEPT AS SPECIFIED HEREIN, THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION OF SOLAR ELECTRICITY PRODUCTION FROM THE SOLAR FARM, THE SUFFICIENCY OF SOLAR ELECTRICITY PRODUCTION FROM ANY SOLAR FARM, AN ALLOCATION OF SOLAR ELECTRICITY IN THE CASE CUSTOMER IS PLACED ON A WAITING LIST, OR ANY SOLAR CREDITS.

## Indemnification

To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold harmless Solar Farms New York and its employees, officers, directors, agents, financing partners, affiliates, subcontractors, successor 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 Customer's negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Agreement; provided, however, that nothing herein shall require Customer to indemnify Solar Farms New York for Solar Farms New York's own negligence or willful misconduct.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any conflicts of law principles.

## Complaint Resolution

In the event of any matter involving a complaint, disagreement, or dispute, Solar Farms New York and Customer shall notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. Solar Farms New York (or its designated service provider) must acknowledge receipt of the complaint within two (2) business days and respond to or resolve the substance of the complaint within fourteen (14) business days. If a Customer is dissatisfied with Solar Farms New York's response, they may request a review of the outcome by calling Solar Farms New York or sending a written complaint by physical or electronic mail within

fourteen (14) days from the date of Solar Farms New York's response.

If the dispute, disagreement, or claim is directed to Utility, Customer shall call Utility at 800-642-4272. A dispute, disagreement, or claim may be submitted to the New York State Department of Public Service by visiting their website at [www.dps.state.ny.us](http://www.dps.state.ny.us), by calling 1 (800) 342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

In the event the parties cannot resolve the matter within sixty (60) days, the parties agree that the matter shall be submitted to binding arbitration. Any arbitration between Customer and Solar Farms New York 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 Solar Farms New York. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. CUSTOMER UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND SOLAR FARMS NEW YORK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both Customer and Solar Farms New York agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If Customer commences arbitration in accordance with this Agreement, Solar Farms New York will reimburse Customer for Customer's payment of the filing fee, unless Customer's claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county in which Customer's Utility account is located, but if the claim is for \$10,000 or less, Customer may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of Customer's Utility account. If the arbitrator finds that either the substance of Customer's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, Customer agrees to reimburse Solar Farms New York for all monies previously disbursed by it that are otherwise Customer's obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either Party made within 14 days of the arbitrator's ruling on the merits.

Customer acknowledges that this agreement relates only to Solar Credits. Customer will continue to receive, and must continue to pay, its Utility Bill and nothing in this agreement relates to Utility services, that bill or Customer's obligation to pay it. If Customer has any questions about Utility services or its bill they should contact Utility at 800-642-4272.

Notwithstanding the foregoing, either Customer or Solar Farms New York may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

**Notices**

All notices or payments will be made to the persons at the addresses specified in the Disclosure Statement by physical mail or electronic communication. Notices or payments will be made at the time of actual delivery as evidenced by courier receipts or email transmission or in the case of mail, within five (5) days of depositing with the United States Postal Service.

**HEFPA Rights**

Customer is entitled to protections pursuant to Sections 6, 12, 13, 14, 15, 16, 20, and 22 of the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Customer's HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of Customer's rights under HEFPA will also be provided to Customer by Utility. If subsequent changes in applicable law require Solar Farms New York to provide additional information about Customer's HEFPA rights, Solar Farms New York shall provide Customer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

**UBP-DERS Rights**

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

Notice of cancellation of this Agreement pursuant to this Section may be given in accordance with Notice provisions above.

**Entire Agreement**

This agreement contains the entire agreement between Customer and Solar Farms New York regarding the Solar Credits. There are no other agreements regarding this agreement, either written or oral, and this agreement supersedes any prior agreements or statements made by Customer or Solar Farms New York or either of their respective representatives.

In the event of a conflict between the terms of the CDG Customer Disclosure Statement and this Agreement, the terms of the Disclosure Statement shall control.

If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable or invalid as a whole. Rather, the part of this Agreement that is found invalid or unenforceable will be amended,

changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legally enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law, and the remainder of this Agreement will remain in full force.

**Contact Information**

Customer may contact Solar Farms New York as follows:

Solar Farms New York  
PO Box 1380  
Norwalk, CT 06856  
Toll Free Phone: 833-877-7652

**Conclusion of Agreement**

The date of this Residential and Small Commercial Agreement shall be the date on which Customer indicates its agreement to the Disclosure Statement by electronic or physical transmission, by affirmation through a DocuSign Electronic Signature, by written signature, or other means including recorded phone calls. The Disclosure Statement shall include the terms and conditions of this Residential and Small Commercial Agreement by reference.

**Right to Rescind or Cancel**

CUSTOMER MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT FROM SOLAR FARMS NEW YORK OF A COPY OF ITS FULLY EXECUTED SOLAR BENEFITS CONFIRMATION. CUSTOMER MAY THEREAFTER CANCEL THIS AGREEMENT AT ANY TIME WITHOUT PENALTY PROVIDED CUSTOMER WILL REMAIN LIABLE FOR SOLAR CREDITS PREVIOUSLY PLACED ON CUSTOMER'S BILL BY Utility.