

**CDG Provider: G&S Solar**

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

Community Distributed Generation Program Subscription Agreement & Disclosure Form – Basic Terms	
<b>Subscriber Information &amp; Distribution Utility</b>	<p><u>Subscriber Name:</u> [Full Name]</p> <p><u>Service Address:</u> [Service Address]</p> <p><u>Phone:</u> [Phone Number]</p> <p><u>Email:</u> [Email]</p> <p><u>Utility:</u> Consolidated Edison Company of New York, Inc. (“ConEdison” or the “Electric Utility”)</p>
<b>Provider &amp; Authorized Designee</b>	<p>Authorized Designee of the CDG Host: PowerMarket LLC 335 Madison Avenue, New York, NY 10017 917-793-1171 gssolar@powermarket.io</p> <p>CDG Host / Provider: G&amp;S Operations, LLC d/b/a G&amp;S Solar or its affiliate who shall operate the Project NMGF</p>
<b>Overview</b>	<p>This document describes your subscription to the Community Distributed Generation (“CDG”) program available to customers of the Electric Utility (the “CDG Program”). Upon signing up as a Subscriber of one of Provider’s community solar projects (a “Project” or “Project NMGF”), the Provider will determine your Percentage Allocation of the output generated by the Project.</p> <p>This Agreement consists of the terms set forth in these Basic Terms and all terms and conditions set forth in the General Terms and Conditions to which this document is annexed. In the event that the terms in these Basic Terms conflict with terms appearing elsewhere in the General Terms and Conditions , the terms in these Basic Terms are controlling. Read this document (including these Basic Terms and the General Terms and Conditions) carefully so that you fully understand this Agreement.</p>
<b>Bill Credit</b>	<p>As further described in the General Terms and Conditions, each month, you will receive Bill Credit on your electric utility bill based on your Percentage Allocation of the electricity generated by the Project NMGF. After application of the Applied Credit Amount, you will receive a net savings equal to 10% of the Bill Credits you receive.</p> <p><b>NO PAYMENT SHALL BE DUE BY YOU, AS A SUBSCRIBER, TO THE PROVIDER.</b> Rather, the Provider will receive payment directly from the Electric Utility in an amount equal to the Applied Credit Amount (with all Savings to offset the electric charges that you otherwise would be required to pay to the Electric Utility). Under the current CDG Program, you will not be charged any other fees in connection with your participation in the CDG Program as a Subscriber of the Project NMGF.</p>
<b>Project Location and Subscriber Allocation</b>	<p><u>Location:</u> To Be Determined. The assigned project will be in the ConEdison utility territory, and you will be assigned to the first available project of comparable value for which you are eligible.</p> <p><u>Size:</u> To Be Determined</p>

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	<p><u>Generation allocated to Subscriber:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct Percentage Allocation. Your Percentage Allocation will reflect the lesser of (i) the percentage of available output generated by the Project NMGF that has not been allocated to other subscribers and that is available as a Bill Credit or (ii) approximately 100% of your historic annual usage (as determined by the Provider). The average allocation for a residential consumer in your area is 7.2 kW.</p> <p>Provider shall have the right to adjust your Percentage Allocation from time to time in its discretion, and any such adjustment shall not be subject to your prior consent.</p>
<b>Term of Agreement and Renewal</b>	<p>The initial term of this Agreement will commence on the date of the first Electric Utility bill displaying Bill Credit and will expire on the two (2) year anniversary date of such commencement.</p> <p>Following the initial two (2) year term, this Agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elects to terminate the Agreement.</p>
<b>Early Termination by Subscriber</b>	<p>In order to unsubscribe from, or terminate, this Agreement at any time during the initial term or any renewal term of this Agreement, you must submit written notice to Provider no less than thirty (30) days in advance of the desired termination date.</p> <p>You have the right to terminate this Agreement within three (3) business days after signing this Agreement by notifying Provider at gssolar@powermarket.io. Include your utility account number and name in an e-mail with the subject line, "Early Termination".</p>
<b>Guarantees</b>	<p>You are guaranteed to save money on your utility bill equal to 10% of the credits you receive. Your savings rate is not changing. This contract does not guarantee a minimum level of system performance or production of energy.</p>
<b>Data Sharing and Privacy Policy</b>	<p>Information such as your annual energy consumption and billing cycle will be requested from your Electric Utility by the Provider on your behalf. This data will be used to appropriately allocate Bill Credits to your bill and communicate any errors to the Electric Utility for resolution.</p> <p>Provider will restrict disclosure of the information that it obtains from your Electric Utility solely to its employees, representatives, investors, and/or advisors who have a need to know such information, and will not disclose such information to third parties.</p>
<b>Subscriber Rights</b>	<p>The services provided by Provider to Subscriber are governed by the terms and conditions of this Agreement and the Home Energy Fair Practices Act (HEFPA) for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a>.</p> <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 <a href="http://www.dps.ny.gov/complaints.html">www.dps.ny.gov/complaints.html</a>.</p>

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Signature of Authorized Designee Official or Representative: [name]

Date: [date]

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

Name:

Title:

Signature of Subscriber: [name]

Date: [date]

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

Name:

Title:

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## GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Solar Community Distributed Generation Subscription Agreement for Residential Subscribers ("Agreement") is entered into as of the "Effective Date" stated on the Cover Page by and between the "Authorized Designee of the CDG Host" and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). CDG Host and the Authorized Designee shall operate and maintain an NMGF in the Electric Utility's service territory. The New York State Public Service Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for subscribing to the Project NMGF. By signing the Cover Page, Subscriber agrees to the terms and conditions below.

### 2. DEFINITIONS.

a. "Agreement" means this Solar Community Distributed Generation Agreement for Residential Subscribers;

b. "Applied Credit Amount" means Ninety Percent (90%) of the amount of the Bill Credit, which will be applied to the amount otherwise payable by Subscriber to the Electric Utility for Subscriber's electric consumption during the Bill Period;

c. "Authorized Designee of the CDG Host" or "Authorized Designee" means PowerMarket, LLC;

d. "Bill Credits" are the monetary credits applied on Subscriber's Electric Utility bill. Bill Credits are calculated based upon the product of the number of kWhs of electricity generated by the Project NMGF allocated to Subscriber during a given Bill Period (i.e. the Subscriber's Percentage Allocation) and the Bill Credit Rate. The amount of the Bill Credit will vary each month depending on the output of the Project NMGF, the Bill Credit Rate, and the Subscriber's Percentage Allocation;

e. "Bill Credit Rate" means the Value of Distributed Energy Resource (VDER) credit rate per kWh rate for the Service Classification applicable to Subscriber;

f. "Bill Period" means each one (1) calendar month during the Term;

g. "CDG Host" means a non-residential customer of the Electric Utility that owns or operates the Project NMGF. The CDG Host is a signatory to a Community Distributed Generation Operating Agreement with the Electric Utility to permit CDG Host to participate in the CDG Program in the Electric Utility's service territory;

h. "CDG Host Anniversary" means each twelve (12) month period after the commencement of the Term;

i. "CDG Program" means the New York State Community Distributed Generation program authorized by the New York State Public Service Commission's July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings (Case 15-E-0082), as amended and administered by the Electric Utility;

j. "Commercial Operation Date" or "COD" means the date upon which the Project NMGF is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;

k. "Effective Date" means the date of the first Electric Utility bill displaying credits that resulted directly from Subscriber's participation in the Program as a result of this Agreement;

l. "Electric Utility" means a utility in New York that provides Subscriber with electricity service;

m. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project NMGF including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, the NY-Sun Incentive Program, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project NMGF of any kind;

n. "Force Majeure" means any event or circumstance beyond the reasonable control of CDG Host or the

Authorized Designee and not resulting from CDG Host's or the Authorized Designee's negligence;

o. "kW(s)" means one-thousand (1,000) watts of electrical power;

p. "kWh(s)" means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;

q. "NYISO" means the New York Independent System Operator, which operates the State of New York's power grid and wholesale electricity markets;

r. "NYISO Zone(s)" means one or more of the eleven (11) regional market zones operated by NYISO;

s. "Percentage Allocation" means your allocation of the percentage output of the Project NMGF (initially based upon the nameplate capacity in kWhs of the Project NMGF and, following the Commercial Operation Date, based upon the net kWhs actually generated by the Project NMGF and supplied to the Electric Utility (less the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period, if any) during a Bill Period), as determined by the CDG Host, and subject to adjustment from time-to-time by the CDG Host in its sole discretion.

t. "Project NMGF" means the NMGF to which the Subscriber subscribes;

u. "Renewal Term" is defined in Section 3;

v. "Savings" means ten percent (10%) of the amount of the Bill Credit, which will offset the amount otherwise payable by the Subscriber to the Electric Utility;

w. "Service Address" means the metered service address identified on the Cover Page;

x. "NMGF" means an electric generation facility eligible for net-metering as a non-residential customer in conformance with New York Public Service Law Section 66-j;

y. "Subscriber" means the person, persons, entity or organization identified on the Cover Page as subscribing to the Project NMGF, and which is a residential electric service customer of the Electric Utility;

z. "Subscriber's Data" is defined in Section 4(c);

aa. "Subscriber Eligibility Criteria" is defined in Section 4(c);

bb. "Subscription Rate" means the price per kWh charged by the Authorized Designee to the Subscriber. The Subscription Rate for a given Bill Period shall equal the Bill Credit Rate applied to Subscriber's Electric Utility bill multiplied by ninety percent (90%), including applicable taxes;

cc. "Tariff" means the Consolidated Edison Company of New York, Inc. or New York Power Authority Schedules for Electric Service, P.S.C. No: 10 – Electricity and P.S.C. No: 12 – Electricity, as amended or superseded from time to time;

dd. "Term" is defined in Section 3;

3. **TERM.** The Agreement shall commence on the Effective Date and expire on the second anniversary of the Effective Date (the "Term" or the "initial Term"). Thereafter, this Agreement shall renew automatically on a yearly basis under the same terms unless terminated by either Provider or Subscriber by sending written notice to the other (the "Renewal Term");

### 4. SUBSCRIPTION; ELIGIBILITY.

a. **Bill Credits.** In consideration of a Subscriber's enrollment in the CDG Program, Subscriber will receive the Bill Credit based upon the Bill Credit rate and Subscriber's Percentage Allocation for the entire Term and any Renewal Term. Bill Credits shall be applied to Subscriber's Electric Utility bill no more than once per calendar month as follows: The Applied Credit Amount (being ninety percent (90%) of the amount of the Bill Credit) will be applied to the amount otherwise payable by Subscriber to the Electric Utility for Subscriber's electric consumption during the applicable Bill Period, and Savings (being the remaining and ten percent (10%) of the amount of the Bill Credit) will be the

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Subscriber's savings and will offset the amount otherwise payable by the Subscriber to the Electric Utility. In the event that the Bill Credit that a Subscriber receives is less than its total electric charges payable to the Electric Utility, the Subscriber will be charged for such excess. The portion of the Bill Credit that is payable to the Electric Utility as the Applied Credit Amount and the portion that is allocated to Savings are each subject to change by the Provider in the event of any corresponding changes to the CDG Program.

By means of example, in the event that the charge billed by the Electric Utility for electric consumption for a Bill Period would equal \$5,100.00, but as a result of Subscriber's participation as a Subscriber of the CDG Program Subscriber receives a Bill Credit in the amount of \$5,000.00, then (1) the Applied Credit Amount will be ninety percent (90%) of such Bill Credit, or \$4,500.00, (2) the Savings will be ten percent (10%) of such Bill Credit, or \$500.00, and (3) the total amount payable by the Subscriber to the Electric Utility shall equal the sum of the Applied Credit Amount (or \$4,500.00) plus an the excess of your actual electric charges over the amount of the Bill Credit (or \$100.00), for a total of \$4,600.00.

b. Energy Attributes. Subscriber's subscription to the Project NMGF in exchange for the Bill Credit will not include the right to any Energy Attribute.

c. Subscriber Eligibility. Subscriber's eligibility to receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall amount to at least one thousand (1,000) kWhs, annually; (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not available; (iv) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, or is taking Standby Service under the Tariff; and (v) Subscriber is creditworthy, as determined by the Authorized Designee in its sole and absolute discretion, at the time this Agreement is executed.

d. Subscriber Authorization. Subscriber authorizes the Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the Authorized Designee in connection with the Authorized Designee obtaining Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by CDG Host or the Authorized Designee, the Electric Utility, or a governmental authority having jurisdiction over the CDG Program.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the Authorized Designee to provide the Electric Utility with the following information: the proposed Percentage Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data").

### 5. BILL CREDIT.

a. Bill Credit. Subscriber hereby subscribes to the CDG Program of the CDG Host for the entire Term and any Renewal Term in exchange for the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber's Electric Utility bill for a given Bill Period.

b. Authorized Designee Adjustments. Subscriber hereby consents to the Authorized Designee modifying the Percentage Allocation to maximize Project NMGF allocations to Subscriber and the Project NMGF's other subscribers, provided

such modifications comply, in all respects, with applicable law. The Authorized Designee and the CDG Host do not guarantee, and Subscriber acknowledges that the Authorized Designee and the CDG Host do not guarantee the amount of electrical energy the Project NMGF will produce or the monetary value of the Bill Credits.

### 6. TAXES.

a. Federal Tax Matters. Subscriber, CDG Host, and the Authorized Designee agree that (i) this Agreement and the transactions described herein shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties' execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e)(3) does not apply to Subscriber's relationship to the CDG Host, the Authorized Designee, and/or Project NMGF.

b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the transactions described in this Agreement by any governmental authority having jurisdiction over Subscriber, the Project NMGF, the Authorized Designee, or the CDG Host if any, and where such taxes are attributable to the subscription by the Subscriber to the Project NMGF in exchange for the Bill Credit.

### 7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of New York;

ii. The Parties have full legal capacity to enter into and perform this Agreement;

iii. To the best of each Party's knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;

iv. The execution and delivery of this Agreement by the Parties and the performance by the Parties of their obligations hereunder do not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Parties are a party or by which they are bound or to which their properties are subject;

v. This Agreement constitutes a legally valid and binding obligation enforceable against the Authorized Designee and Subscriber in accordance with its terms; and

vi. Each Party is in good financial condition, there are no bankruptcy proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have any adverse material effect on its financial condition.

b. Authorized Designee. The Authorized Designee represents, warrants, and covenants to Subscriber:

i. CDG Host has authorized the Authorized Designee to (A) enter into this Agreement with Subscriber, (B) operate the Project NMGF on its behalf, (C) manage CDG Host's participation in the CDG Program including with the Electric Utility, and (D) take all other necessary and appropriate action on behalf of the CDG Host to satisfy the Authorized Designee's obligations to Subscriber;

ii. The Authorized Designee and CDG Host have, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Project NMGF;

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iii. The Authorized Designee and CDG Host have sufficient funds dedicated for the projected operation and maintenance costs of the Project NMGF;

iv. The Authorized Designee will perform its obligations under this Agreement, and otherwise comply with all provisions of the CDG Program, the forthcoming Uniform Business Practices for Distributed Energy Resources Suppliers (Case 15-M-0180) and the Tariff in good faith and in accordance with industry standards; and

v. The Authorized Designee agrees to protect Subscriber's Data and except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, the Authorized Designee will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to the Authorized Designee's or the CDG Host's financiers, lawyers, accountants, and agents of the Authorized Designee or CDG Host and only to the extent reasonably necessary.

c. Subscriber. Subscriber represents, warrants, and covenants to the Authorized Designee:

i. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Cover Page of this Agreement are true, accurate, and complete;

ii. Subscriber agrees not to install or procure any other on site generation resource(s) during the Term or any Renewal Term of this Agreement that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

iii. Subscriber has provided its consent for the Authorized Designee to access and provide to the Electric Utility Subscriber's Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the Authorized Designee will be true, accurate, and complete;

iv. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;

v. Subscriber understands and agrees it is subscribing to the Project NMGF in exchange for Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute its rights to the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 8

vi. Subscriber acknowledges and agrees that this Agreement, the Bill Credits and the Percentage Allocation will not be treated and are not intended to be treated as a security under Article 8 of the New York Uniform Commercial Code or the Securities Act of 1933;

vii. Subscriber acknowledges and agrees that the Authorized Designee and CDG Host do not guarantee the Project NMGF's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against the Authorized Designee or CDG Host;

viii. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;

ix. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the Authorized Designee concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the subscription to the Project NMGF in exchange for the Bill Credit based on the Percentage Allocation;

x. Subscriber acknowledges and agrees it is not relying on statements made by the Authorized Designee, CDG Host or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information

provided by or on behalf of the Authorized Designee in connection with this Agreement constitutes legal, tax, or financial advice; and

xi. Subscriber acknowledges and agrees it will promptly notify the Authorized Designee of any changes in Subscriber's Data.

8. TERMINATION. Except as expressly allowed pursuant to clauses (a), and (b) below, Subscriber may not terminate this Agreement.

a. Termination Due to Ceasing as an Electric Utility Customer. If at any time Subscriber ceases to be an Electric Utility customer eligible to be allocated the Percentage Allocation and receive the Bill Credits from the Project NMGF for any reason, this Agreement shall terminate and be of no further force or effect.

b. Termination; Other. Subscriber may also terminate this Agreement without a fee under the following circumstances:

i. Upon the expiration of the Term or any Renewal Term by providing the Authorized Designee with thirty (30) days prior written notice thereof.

ii. If the Subscriber is a natural person and the Subscriber is the sole Electric Utility account holder, then in the event of Subscriber's death.

iii. If the Subscriber submits to the Authorized Designee a written Notice of Cancellation in the form attached hereto as Exhibit A prior to midnight on the third (3<sup>rd</sup>) business day after the Effective Date of the Agreement.

c. Modifications to CDG Program; The Provider expressly reserves the right to modify or amend this Agreement based upon changes to the CDG Program or to its administration, or to terminate this Agreement in its entirety, in each event by providing written notice of such modifications or amendments, or of such termination, to Subscriber; provided, that, in addition to Subscriber's termination rights that are otherwise set forth in this Agreement and in addition to Provider's right to elect to immediately terminate this Agreement in the event of any changes to the CDG Program or too its administration, in the event that Subscriber does not agree, in writing, to any such proposed modification or amendment to this Agreement within thirty (30) days of its receipt of such proposed amendment or modification, Provider shall have the right to terminate this Agreement. Subscriber acknowledges that Provider is entering into this Agreement based upon the terms, conditions and requirements of the CDG Program that are in effect as of the date hereof, and that any modification thereto shall be grounds for amendment, modification or termination of this Agreement, at Provider's option and sole election.

9. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement except, the Authorized Designee may assign this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder upon the foreclosure or conveyance in lieu thereof, provided Subscriber is not in default of this Agreement. The Authorized Designee may transfer this Agreement to another Project NMGF, by sending written notice to Subscriber. The Authorized Designee and/or the CDG Host may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement. The CDG Host may designate another Authorized Designee by sending written notice to Subscriber and without obtaining Subscriber's prior consent.

10. DEFAULT.

a. Events of Default. The following shall constitute an "Event of Default":

i. A Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days;

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ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof;

iii. A Party has provided false or misleading financial or other information to enter into this Agreement;

iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or

v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Remedies. Upon the occurrence of an Event of Default, the Authorized Designee may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's CDG Program account. The Authorized Designee agrees that it shall not request that the Electric Utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. The Authorized Designee may terminate the agreement and replace the defaulting Subscriber, which will not waive payments owed or default fees.

### 11. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, the Authorized Designee or CDG Host are unable to carry out, either in whole or in part, any of their obligations described in this Agreement, the Authorized Designee shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the Authorized Designee gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.

b. Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY 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, THE PROVIDER'S AND ITS AUTHORIZED DESIGNEE'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED SUBSCRIBER'S AVERAGE ANNUAL MONTHLY BILL CREDIT FOR ONE (1) BILL PERIOD.

c. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE AUTHORIZED DESIGNEE AND ITS SUCCESSORS AND ASSIGNS, AND THEIR EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE AUTHORIZED DESIGNEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT NMGF OR ITS OBLIGATIONS HEREUNDER. THE AUTHORIZED DESIGNEE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR

PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AUTHORIZED DESIGNEE DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION, OR BILL CREDITS.

e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision, or (ii) affect the validity of this Agreement.

f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the Authorized Designee arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the Authorized Designee by telephone or in writing at the contact information provided in the Cover Page. The Authorized Designee agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within two (2) days and a response to such inquiry within fourteen (14) days. If the dispute, disagreement, or claim is directed to the Electric Utility, Subscriber shall call the Electric Utility at 1 (800) 572-1111. A dispute, disagreement, or claim may be submitted by either Party at any time to the New York State Department of Public Service by visiting their website at 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.

h. Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY SIGNING THIS AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### 12. MISCELLANEOUS.

a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, sent to the address set forth in these Basic Terms, by either postage pre-paid certified mail (return receipt requested), overnight delivery using a nationally recognized overnight courier, or by personal delivery, and shall be deemed delivered upon receipt thereof; provided, that any notice of termination of this Agreement by Subscriber made in accordance with the terms hereof may be sent by email to gssolar@powermarket.io., with such email to include your utility account number and name in an e-mail with the subject line, "Early Termination", if such notice is also sent by certified or overnight mail. Except electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

b. Entire Agreement. This Agreement, and all Exhibits and documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

c. No Joint Venture or Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture

## CDG Provider: G&S Solar

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto and the CDG Host.

d. Amendments. Except as otherwise provided under Section 8(c) of these General Terms and Conditions, this Agreement may not be amended except under the following circumstances:

i. If fewer than three (3) months have elapsed since the Commercial Operation Date, the Authorized Designee may amend this Agreement without the prior written consent of Subscriber, provided, that any such amendment shall not alter the Percentage Allocation except as provided in Section 5(b). The Authorized Designee shall provide written notice of the Amendment to Subscriber thirty (30) days prior to the effective date of such Amendment.

ii. Unless otherwise provided in this Agreement, if three (3) months or more have elapsed since the Commercial Operation Date, this Agreement may only be amended in writing and signed by both Parties hereto.

e. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.

f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.

g. Governing Law. The Agreement is made in the state of New York and will be governed by New York law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the County of the Project NMGF and Subscriber agrees to submit to the personal jurisdiction of the New York state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing the Cover Page, Subscriber acknowledges that it has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving oral notice of its right to cancel this Agreement within three (3) business days of the Effective Date in addition to the written notice of that right to cancel this Agreement.

**CDG Provider: G&S Solar**

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

EXHIBIT A-1  
(Authorized Designee Copy)  
NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, \_\_\_\_\_ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Subscriber Agreement.

I, \_\_\_\_\_, HEREBY CANCEL THIS TRANSACTION on \_\_\_\_\_ [Date].

Subscriber's Signature:

\_\_\_\_\_

Subscriber's Signature:

\_\_\_\_\_

**CDG Provider: G&S Solar**

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

EXHIBIT A-2  
(Subscriber Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, \_\_\_\_\_ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Subscriber Agreement.

I, \_\_\_\_\_, HEREBY CANCEL THIS TRANSACTION on \_\_\_\_\_ [Date].

Subscriber's Signature:

\_\_\_\_\_

Subscriber's Signature:

\_\_\_\_\_