

## TERMS OF SERVICE (“AGREEMENT”)

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN A NEW YORK COMMUNITY SOLAR SYSTEM. THIS AGREEMENT, AND YOUR PAYMENT HEREUNDER, ENTITLES YOU SOLELY TO NET METERING CREDITS, WHICH MAY ONLY BE USED TO OFFSET YOUR OWN ELECTRIC UTILITY USAGE, AND YOU WILL NOT RECEIVE ANY OWNERSHIP INTEREST IN THE SYSTEM OR OTHER ATTRIBUTES OR COMMODITIES ASSOCIATED WITH THE COMMUNITY SOLAR SYSTEM, NOR ANY PROFIT (THROUGH ANY TAX CREDITS, REBATES, EARNINGS, CAPITAL APPRECIATION OR OTHERWISE) RELATED TO EITHER THE COMMUNITY SOLAR SYSTEM OR ENTERING INTO THIS AGREEMENT.

### Description of Community Solar System

The Clearway Community Solar system (the “Community Solar System”) will be a solar photovoltaic system located in your current distribution company service territory and New York Independent System Operator (NYISO) load zone (collectively, the “Service Territory”). The Community Solar System will be comprised solely of one or more Solar Electric Generating facilities under the New York net energy metering regulations, Public Service Law §66-j or §66-l, and applicable utility tariffs (the “Net Metering Rules”). For each kilowatt-hour of net excess electricity generated by the Community Solar System in a monthly billing period, the electric distribution company (“Distribution Company”) will provide a net metering credit calculated pursuant to the Net Metering Rules (a “Net Metering Credit”). Subject to the terms and conditions of this Agreement, you will be allocated Net Metering Credits based on the actual monthly net excess generation of the Community Solar System and your Allocation Amount, as estimated on the Disclosure Form and calculated in accordance with Section 1 of this Agreement. Your allocated portion of the Net Metering Credits corresponds to the amount of net excess electricity generated by your Allocation Amount of the Community Solar System. The Net Metering Credits allocated to you will appear on your Distribution Company invoice and will offset usage that appears on that invoice. In the event that Clearway Community Solar elects the Net Crediting Model with consolidated billing (each, a “Consolidated Bill”) for its customers subscribed to the Community Solar System, as defined in the December 12, 2019 Public Service Commission Order (Case 19-M-0463), and applicable utility tariffs, customers will receive one bill from the Electric Utility which includes the charges from Clearway Community Solar under this Agreement. Clearway Community Solar reserves the right, in its sole discretion at any time, to elect (i) the Net Crediting Model using a Consolidated Bill for customer payment obligations or (ii) for Clearway to bill customers separately.

This Agreement is between “you” or “customer” (which includes the property owner and any co-owner listed above, together with any estates, heirs, successors and permitted assigns), and Clearway Community Solar LLC, a Delaware limited liability company located at 100 California Street, Suite 400, San Francisco, CA 94111 (together with its successors and assigns, “Clearway Community Solar”, “Owner”, “we” or “us”). The two parties are collectively the “Parties” and each a “Party” to this Agreement.

#### 1. Contents of Agreement:

Pursuant to this Agreement, in consideration for your payments, you will be entitled to receive a portion of the Net Metering Credits generated by the Community Solar System equal to your estimated Allocation Amount as listed in the Disclosure form as provided on Exhibit 2. Your “Allocation Amount” shall be equal to an amount determined by us based on your historical monthly electricity consumption, as calculated by your Distribution Company, as listed in Exhibit 2 (“Electric Utility”). We may update your Allocation Amount from time to time to reflect your historical electricity consumption data.

Your Allocation Amount does not represent an ownership or other interest in the Community Solar System, or in any solar panel or other equipment or the real estate on which the Community Solar System is located, nor does it entitle you to receive any portion of the actual electricity generated by the Community Solar System or of any attributes or commodities associated with the Community Solar System or such electricity other than the Net Metering Credits. You acknowledge that this is a service contract and Clearway Community Solar is not a utility. This Agreement is comprised of the body of the Agreement and the following attached exhibits:

**Exhibit 1** is the Notice of Cancellation to be used if you decide to exercise your right to cancel this Agreement.

**Exhibit 2** is the Disclosure Form that we must provide to you which describes your community solar subscription details.

## 2. Term:

- a) The term of this Agreement (the "Term") begins after it is signed by you, unless terminated earlier pursuant to the terms hereof, will end on the twentieth (20th) anniversary of the first day of the first full month upon which commercial operation of the Community Solar System is achieved ("Production Start Date").
- b) We will advise you of the Production Start Date.
- c) WE MAY REJECT THIS YOUR ENROLLMENT FOR ANY REASON BEFORE THE PRODUCTION START DATE SHOULD YOU NOT MEET UNDERWRITING REQUIREMENTS OR FAIL TO PROVIDE ANY REQUIRED DOCUMENTATION, SUCH AS PAST UTILITY BILLS. WE SHALL HAVE NO OBLIGATIONS UNDER THIS AGREEMENT UNTIL WE INFORM YOU IN WRITING THAT YOUR ENROLLMENT IS COMPLETED AND YOU ARE ELIGIBLE TO RECEIVE NET METERING CREDITS.
- d) We may deliver a copy of the Agreement to you by electronic means (e.g., via email or download).

## 3. Early Termination:

- a) **Rescission.** You may rescind this transaction, without any penalty or obligation, by submitting the Notice of Cancellation to us at any time prior to midnight of the third (3rd) business day ("Rescission Period") after the signing of this Agreement. See Exhibit 1, the attached Notice of Cancellation form for an explanation of this right.
- b) **Cancel During Early Cancellation Period.** In addition to your ability to cancel this Agreement as described in Sections 3(a), 3(c), 3(d), and 3(e), you may elect to cancel this Agreement, without any Cancellation Fee, by providing written notice to us until the earlier-occurring of either: (i) thirty (30) calendar days before the Production Start Date, or (ii) ninety (90) calendar days following the date on which you execute this Agreement ("Early Cancellation Period"). Cancelling during the Early Cancellation Period may take up to ninety (90) calendar days to process if the Production Start Date occurs during the processing time. You will be responsible for all Monthly Payments (including, as applicable, estimated payments) due under this Agreement through the date of termination if the Production Start Date occurs during the processing of your cancellation.
- c) **Cancel Any Other Time.** You may cancel this Agreement any time after the Rescission Period through the end of the Term by providing us at least ninety (90) calendar days' written notice and paying a **\$0 cancellation fee ("Cancellation Fee")**. You agree that the Cancellation Fee is intended to reflect the damages that we would incur to cover the cost of replacing you as a customer and is not intended as a penalty. You will be responsible for all Monthly Payments and accrued fees due through the date of termination, and will continue to receive Net Metering Credits through the date of termination unless the account number on file at the time of cancellation is no longer valid. The Cancellation Fee will be waived upon receipt by Clearway Community Solar of documentation reasonably evidencing Customer's death prior to the end of the Term.
- d) **Cancel with Replacement Customer.** To avoid paying the Cancellation Fee you may cancel this Agreement by (i) providing ninety (90) calendar days' advance written notice to us and (ii) referring an Eligible Replacement Customer that executes a Terms of Service with us for your Allocation Amount. An "Eligible Replacement Customer" is an individual that satisfies our customer qualification requirements, as they exist at the time of the Eligible Replacement Customer's enrollment, that successfully executes this Agreement (including all required permissions and disclosures), and is accepted for enrollment under the applicable net metering tariff by the Electric Utility. Customer qualification requirements are subject to change and may include, but are not limited to, credit requirements, electricity usage appropriate for your Allocation Amount, and maintaining an active electric utility account. While you may find an Eligible Replacement Customer, you may not "sell" your right to your Allocation Amount to any other person. You will be responsible for all Monthly Payments and accrued fees due through the date of termination.

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- e) **Moving.** If you move to a new residence you are obligated to provide us written notice of your new residence address at least ninety (90) calendar days prior to your move. We reserve the right to require that you provide additional evidence documenting your move. If you move to a new residence and continue to be a customer in the Service Territory and we successfully enroll your new account under the Electric Utility's net metering tariff, you agree to take this Agreement with you. This Agreement will continue, but you must provide us ninety (90) calendar days' advance written notice of your new residence address and new retail electric service account information. In the likely event that you open a new Electric Utility account at your new address within the Service Territory, your new account may be subject to utility review and approval for enrollment under its net metering tariff. We are not responsible for any actions or inactions by your Electric Utility. You will be responsible for all Monthly Payments due under this Agreement regardless of when any such changes take effect. If you move to a new residence and, provide us with ninety (90) calendar days' notice with acceptable proof that you moved outside of the Service Territory, no Cancellation Fee will be charged. You will be responsible for all payments (including, as applicable, estimated payments) due under this Agreement through the last full billing cycle and the partial billing cycle (if applicable) in the ninety (90) calendar days after you provide notice. Clearway Community Solar will continue to direct your Electric Utility to place Net Metering Credits on your utility bill until the earlier of: (1) the billing cycle during which the ninety (90) calendar days' advance notice period expires, and (2) the date your Electric Utility account is closed. Upon presenting acceptable proof of your move outside of the Service Territory, we will confirm in writing that you owe no cancellation fees other than payments required under this paragraph (or, if we have invoiced and you have paid a Cancellation Fee, we will refund that payment above the payments required in this paragraph).
- f) **Cancellation by Clearway.** Clearway Community Solar may terminate this Agreement upon written notice to you (i) at any time prior to the Production Start Date, (ii) at any time after the Production Start Date due to a change in law or regulation or interpretation thereof, or (iii) at our discretion. If we terminate this Agreement, we will not have any liability to you. We may terminate due to a change in law, regulation, interpretation thereof, decision, determination, or order related to the Community Solar System ("Change in Law") if: (i) as a result of the Change in Law you are no longer entitled to receive Net Metering Credits on your bill, or (ii) the Change in Law, a change in utility rate structure, a change in the relationship of the Net Metering Credit, or is reasonably expected to have, a material adverse effect on us or the applicable Community Solar System. You will be obligated to make payments to us for any Net Metering Credits or estimated payments generated through the date of termination.
- g)

MOVE TERMS	TIME TO PROCESS YOUR REQUEST	FEE
<b>Moving Inside Service Territory &amp; Taking Service with You</b>	90 days	\$0
<b>Moving Outside Service Territory with Proof of Move</b>	90 days	\$0
<b>CANCELLATION TERMS</b>		
<b>Cancel During Early Cancellation Period*</b>	90 days	\$0
<b>Cancel with a Replacement Customer</b>	90 days	\$0
<b>Cancel Any Time for Any Reason</b>	90 days	\$0

*\*Eligible until the earlier of: (1) 30 days before the Production Start Date or (2) 90 days after you execute this Agreement*

#### 4. Payments:

- a) **You will receive a 10% discount on the value of the Net Metering Credits generated by your Allocation Amount.** You will pay \$0 upfront and \$0 before the Production Start Date. Following the Production Start Date, beginning on the first day on which Net Metering Credits are assigned to your utility account ("Service Commencement Date"), you are responsible for paying the amount shown on monthly invoices sent by us to you. You shall make the payments set forth on each monthly invoice on or before the due date set forth on such invoice. For each monthly billing period, you will be billed based on the dollar amount of your Net Metering Credits which shall be calculated using one or more of the following: (i) a report from the Electric Utility with the dollar amount of Net Metering Credits generated by the Community Solar System; (ii) an estimate of your Net Metering Credits generated by the Community Solar System; and/or (iii) we may ask you for your most recent utility bill and you must provide a legible copy or image within five (5) business days. We will use the information on your utility bill or estimated utility bill to calculate the amount you owe us each month, which will be equal to the product of (i) one (1) minus your discount rate of ten percent (10%), multiplied by (ii) the dollar amount of your Net Metering Credits, as determined by your Electric Utility (each, a "Monthly Payment"). The Monthly Payment will vary from month to month. Clearway reserves the right to elect a Consolidated Bill, if permitted by the applicable utility tariff.
- b) Payments may be made by your choice of check, money order, credit card, or debit card, or by authorizing us to charge amounts automatically to your credit or debit card or deduct amounts automatically from your checking or savings account. To authorize such automatic payments, you may enroll by logging into your customer portal account at [www.my-clearway.com](http://www.my-clearway.com) or by calling us at 855-712-7508. **If you authorize automatic payments, then after the first three consecutive months of such payments, you will receive a credit of forty dollars (\$40) to your account on the following month's invoice.** If you elect to make payments by check or money order, then you are responsible for mailing your payment to the following address:
- Clearway Community Solar**  
**Attention: Remittance Processing**  
**P.O. Box 4387**  
**Portland, OR 97208**
- c) You agree to pay interest on payments more than thirty (30) days past due of 1% per month, but not more than the maximum interest rate permitted by law. You also agree to pay a return check fee or payment denial fee of twenty dollars (\$20), but not more than the maximum permitted by law, each time your bank refuses or returns your check or electronic debit payment (as applicable).
- d) **Estimated Taxes:** The Monthly Payments do not include applicable taxes. If applicable, you agree to pay, in addition to the specified Monthly Payment, any applicable federal, state or local sales and use taxes, and any other governmental charges on or related to this Agreement, as invoiced by us or imposed directly by your local jurisdiction, unless prohibited by law.
- e) **Billing Adjustments:** We will determine the amount of electricity generated by the Community Solar System based on a metering device at the location of the Community Solar System. In the event that we become aware of an error on an invoice for a prior billing period arising from a malfunctioning metering device, we will endeavor to promptly repair or replace the metering device, reasonably estimate the amount of electricity generated during that billing period and provide a billing adjustment on your next invoice.

#### 5. Customer Acknowledgments, Rights and Obligations:

- a) Except as expressly set forth in the Agreement, you will not have any rights or obligations with respect to the development, financing, construction ownership, operation or maintenance of the Community Solar System.
- b) You have no ownership or other interest in the Community Solar System or the actual electric generation of the Community Solar System and other than your allocated portion of the Net Metering Credits, no right with respect to any attribute or commodity associated with the Community Solar System or such electric generation, nor shall you have any right to access the Community Solar System.

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- c) You agree that you will cooperate with us as reasonably necessary to facilitate the compliance of this Agreement and the Community Solar System with any regulatory requirements affecting this Agreement and in effect from time to time. You further agree to execute, and to assist us in obtaining, all documentation related to the implementation of this Agreement and your receipt of Net Metering Credits hereunder.
- d) You acknowledge that you are solely responsible for maintaining your customer account with your Distribution Company and you understand that the Net Metering Credits you are allocated under this Agreement may only cover a portion of the usage appearing on your Distribution Company invoices and any charges not covered by the Net Metering Credits are your responsibility.
- e) You agree that we may obtain your utility account information, historical electricity consumption data, current and historical electricity rate data, historical billing data, and other utility-related data from your Electric Utility and/or an authorized third party. You further authorize us to share this data with our affiliates, financiers, lawyers, accountants, and agents, subject to the requirements of applicable law and only to the extent reasonably required to facilitate service to you under this Agreement. The authorizations in this Section 5(e) shall be valid during the Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement.
- f) If the Distribution Company account number at your current residence changes, then you are obligated to provide us with written notice of your new Distribution Company account number. We will coordinate with the Distribution Company to have Net Metering Credits reassigned to your new account. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.
- g) You agree that, as between you and us, we are the owner of, and have the sole right to claim and receive any and all tax, environmental or other attributes or credits, grants, subsidies, renewable energy attributes or credits (including, without limitation any and all solar renewable energy certificates or "SRECs"), carbon offset credits, rebates, capacity payments or other benefits related to the Community Solar System and/or the electricity generated by the Community Solar System (collectively, "Incentives"), and any other benefits of ownership of the Community Solar System, both presently and in the future. You acknowledge that the Net Metering Credits you receive from the Community Solar System are not considered renewable energy or solar power for the purposes of federal, state, and local policy incentive purposes, and you further agree not to make any claims or representations to the contrary (including claiming to have received clean energy or solar energy), or take any actions (including attempting to sell SRECs from the Community Solar System), which would conflict with our rights to any Incentives, including any environmental or renewable energy attributes. See the Guidelines for Renewable Energy Claims published by the Center for Resource Solutions for more information regarding SRECs: <https://resource-solutions.org/document/guidelines-for-renewable-energy-claims-guidance-for-consumers-and-electricity-providers/>
- h) By signing this Agreement, you agree that, as allowed by applicable law, we may periodically: (a) access your consumer credit report(s) and credit score(s) with all or any of the following entities: Experian, TransUnion, Equifax, FICO, or any other entity that provides consumer financial information; (b) furnish information related to your account to credit reporting agencies; and (c) disclose information obtained to our affiliates and our actual or prospective financing partners, investors, insurers, and acquirers of all or a portion of our business or assets for the purpose of evaluating your creditworthiness. We may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll- free, 1-888-5-OPTOUT (1-888-567-8688).

## **6. Clearway Community Solar's Rights and Obligation:**

- a) We will provide a web-based online monitoring platform, accessible by you and other customers, so you and each other customer can view the Community Solar System's periodic energy production.
- b) We will claim and receive any and all Incentives, and any other benefits of ownership of the Community Solar System, both presently and in the future.

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## **7. Customer Representation:**

By signing this Agreement, you represent that you (i) are an individual at least eighteen (18) years of age, and (ii) have authority to make decisions pertaining to the Electric Utility account shown on the Disclosure Form.

## **8. Assignment:**

We may assign, sell, pledge or transfer this Agreement without your consent and without prior notice to you. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. You may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without our prior written consent, which we may withhold in our sole discretion.

## **9. Insurance Risk of Loss:**

We will insure the Community Solar System and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Community Solar System during the Term.

## **10. EVENTS OF DEFAULT; REMEDIES:**

- a) YOU WILL BE IN DEFAULT OF THIS AGREEMENT IF YOU SELL, PLEDGE, ASSIGN, OR TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. Additionally, you will be in default if:
- (i) you do not make a payment within twenty (20) days after the date the payment is due;
  - (ii) you violate any other obligation under this Agreement and such violation continues for fifteen (15) days after you receive written notice;
  - (iii) you provide false or misleading information to us; or
  - (iv) you voluntarily commence bankruptcy, insolvency, reorganization, stay, or similar debtor-relief proceedings, or if any of the foregoing proceedings are brought involuntarily against you, or if you become insolvent or generally do not pay debts as they become due, or admit in writing your inability to pay debts, or make an assignment for the benefit of creditors.
- b) To the fullest extent permitted by applicable law (and after waiting any period and providing you with any notice required by applicable law), if you are in default under this Agreement, we have the right to take one or more of the following actions and any other action available to us under this Agreement or at law or in equity:
- (i) take action to prevent loss, correct your default, or otherwise enforce performance of this Agreement, by court action or otherwise;
  - (ii) terminate this Agreement and your interest in the Net Metering Credits;
  - (iii) in the case of a default caused by your failure to make timely payments under this Agreement, collect the late payment charge described in Section 4(c); and
  - (iv) in the case of a default caused by anything other than your failure to make timely payments under this Agreement, seek damages calculated to reflect the cost to us of covering for your default, based on:
    - (1) all accrued and unpaid payments under the Agreement, taxes, fees, penalties, interest and all other amounts then accrued or due and owing under this Agreement;
    - (2) the net present value of payments you would have paid under this Agreement for the remainder of the Term, based on the estimated first-year electricity output set forth on the Disclosure Form, subject to estimated Community Solar System panel degradation of five tenths of one percent (0.5%) per year, and discounted by five and one half percent (5.5%) per annum;
    - (3) the loss or recapture of (x) the federal investment tax credit described in Section 48(a)(3)(A)(i) of the internal Revenue Code of 1986 (as amended), (y) an incentive awarded under the NY-Sun Commercial/

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Industrial Program, administered by the New York State Energy Research and Development Authority, and (z) any other incentives or benefits the loss of which is attributable to your breach; and

(4) all reasonable costs and expenses we incur due to your default, including costs and expenses to prevent loss, correct your default, or take other action permitted under this Agreement.

- c) If we choose to exercise a remedy, we are not restricted from exercising other remedies (to the fullest extent permitted by applicable law). If we choose not to exercise a remedy, we are not restricted from exercising that remedy in the future. If any of the remedies set out herein are not permitted under applicable law (including in the case of any remedy that is considered an accelerated payment and prohibited by law), we reserve the right to pursue any and all other remedies set out in this Agreement and those remedies available at law and in equity, in each case to the fullest extent permitted by applicable law.

## **11. Force Majeure:**

We shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent. We shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) days or more. If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments up to the start of such Force Majeure event.

## **12. Governing Law:**

This Agreement is governed by the internal laws of the State of New York without regard to principles of conflict of law, together with any applicable federal law.

## **13. Notices; Contact:**

- a) All notices, requests, statements and other communications under this Agreement must be made in writing or to the email address provided by you and will be considered to have been properly given and received:
- (i) If by hand delivery or email, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement;
  - (ii) if sent by mail, on the third (3) business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or
  - (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.
- b) Contact information: Clearway Community Solar P.O. Box 3528, Houston, TX 77253-3528 1-855-712-7508\_ [customersupport@clearwayenergy.com](mailto:customersupport@clearwayenergy.com)

## **14. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER:**

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO US UNDER

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THIS AGREEMENT; AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THIS AMOUNT OF LIABILITY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY.

- b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR OBLIGATIONS OR THE COMMUNITY SOLAR SYSTEM. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTY THE AMOUNT OF ELECTRICITY OR NET METERING CREDITS TO BE GENERATED BY THE COMMUNITY SOLAR SYSTEM.

**15. INDEMNIFICATION:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR SUCCESSORS AND ASSIGNEES, AND OUR AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **16. Arbitration of Claims; Waiver of Jury Trial:**

Any dispute, disagreement or claim should be made to us in writing to the address or telephone number set forth in Section 13. If any dispute, disagreement or claim between you and Clearway Community Solar arising out of or in connection with this Agreement cannot be amicably resolved by the Parties within ten (10) business days of our receipt of notice of your dispute, you have the option to file a complaint with the New York State Public Service Commission in accordance with Part 12, Section 12.1 of the PSC Regulations, Home Energy Fair Practices Act; otherwise you agree that any dispute that cannot otherwise be amicably resolved will be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association, if applicable (the "AAA Consumer Rules"). In the event of a conflict between the provisions of the AAA Consumer Rules and the provisions of this Agreement, the provisions of this Agreement shall govern. Any in-person arbitration proceedings shall be conducted at a location that is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination shall be made by the AAA. This agreement to arbitrate is governed by the Federal Arbitration Act.

NYPSC:

Web address:

[www.dps.ny.gov](http://www.dps.ny.gov) Mailing

address:

New York State Public Service Commission, Office of Consumer Services

Three Empire Plaza, Albany, NY 12223

Telephone number: 1-800-342-3377

While a dispute, disagreement or claim is being resolved under this Section 16, both Parties shall continue to perform their obligations under this Agreement. Any arbitration shall be conducted by one arbitrator appointed in accordance with the AAA Consumer Rules.

- a) YOU AND CLEARWAY COMMUNITY SOLAR AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. 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. THIS ARBITRATION CLAUSE REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND CLEARWAY COMMUNITY SOLAR AS TO WHETHER CLASS OR

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COLLECTIVE ARBITRATION IS AVAILABLE UNDER THIS AGREEMENT, EITHER PARTY MUST SUBMIT SUCH DISPUTE TO A COURT HAVING JURISDICTION, AND DOING SO WILL NOT WAIVE THE RIGHT TO ARBITRATE ANY OTHER DISPUTE UNDER THIS AGREEMENT. OTHER RIGHTS THAT YOU OR CLEARWAY COMMUNITY SOLAR WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

- b) The award of the arbitrator (the "Arbitration Award"): (i) shall be conclusive, final, and binding upon the Parties; and
- c) shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims presented to the arbitrator. Judgment on the Arbitration Award may be entered in any court having jurisdiction.
- d) If you initiate the arbitration, you will be required to pay the first \$200 of any filing fee. If we initiate the arbitration, we will pay the initial filing fee. All other filing fees, administrative fees charged by the AAA, any AAA expenses, and arbitrator compensation and expenses of the arbitrator, including required travel and other expenses, as well as any costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Costs of Arbitration section of the AAA Consumer Rules. We will each bear all of our own attorneys' fees and costs.

**17. Entire Agreement; Modifications in Writing; Survival:**

This Agreement, including its Exhibits, contains the entire agreement between the Parties regarding the Community Solar System and supersedes and replaces any previously executed Community Solar Terms of Service between the Parties for the Electric Bill on the Disclosure Form. There are no other agreements between the Parties regarding the Community Solar System for the utility account identified on the Disclosure Form, either written or oral. Any amendment or other change to this Agreement must be in writing and signed by both Parties. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any portion of this Agreement cannot be enforced, the unaffected portions will remain in effect. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any rights to which you are entitled by any statute or regulation.

**18. Third Party Beneficiaries; Miscellaneous:**

No person that is not a party to this Agreement has any right to enforce any term of this Agreement. All rights, powers and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law or otherwise. The terms of this Agreement that expressly or by their nature survive termination shall continue after the termination until fully performed. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.

**19. NOTICE TO CUSTOMER:**

**DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. THIS AGREEMENT AND CLEARWAY COMMUNITY SOLAR'S PROVISION OF SERVICES HEREUNDER ARE SUBJECT IN PART TO THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA"), WHICH PROVIDES YOU WITH CERTAIN RIGHTS AND PROTECTIONS RELATING TO LATE CHARGES, DISPUTES, AND OTHER MATTERS. SEE 16 N.Y. CODES, RULES, REGS. §§ 11.6, 11.12-11.16, 11.20 AND 11.22 FOR DETAILS REGARDING YOUR RIGHTS UNDER HEFPA.**

**THE DATE OF THIS AGREEMENT AND THIS TRANSACTION IS: \*SEE CERTIFICATE OF COMPLETION\***

**YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY FOLLOWING EXECUTION OF THIS AGREEMENT. SEE SECTION 3(A) ABOVE ALONG WITH THE NOTICE OF CANCELLATION (ATTACHED AS EXHIBIT 1) FOR FURTHER EXPLANATION OF THIS RIGHT.**

BY SIGNING ELECTRONICALLY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS EXHIBITS IN THEIR ENTIRETY, AND THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT. **IF WE REJECT YOUR ENROLLMENT FOR ANY REASON, WE WILL INFORM YOU VIA EMAIL OF OUR DECISION.**

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE AGREEMENT TO DISPUTE RESOLUTION AS DESCRIBED IN SECTION 16 TO THIS AGREEMENT, WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

**To the extent applicable, any acceptance of this Agreement by affirmation using an electronic signature shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.**

P.O. BOX 3528, HOUSTON, TX 77253-3528 | (P) 855-712-7508 | CUSTOMERSUPPORT@CLEARWAYENERGY.COM

WWW.CLEARWAYCOMMUNITYSOLAR.COM

NY Agreement Version 10.0

# EXHIBIT 1

## NOTICE OF CANCELLATION

(Your copy)

Signed Date: \*SEE CERTIFICATE OF COMPLETION\*

### SUMMARY OF YOUR RIGHTS TO CANCEL:

- 1. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.**

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

- 2. IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.**

- 3. IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE CANCELLATION FEE, IF APPLICABLE.**

- 4. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED**

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**COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.**

**I HEREBY CANCEL THIS TRANSACTION.**

<b>Signed:</b>	<input type="text"/>
<b>Customer's Printed:</b>	<input type="text"/>
<b>Date:</b>	<input type="text"/>
<b>Utility Account No.:</b>	<input type="text"/>
<b>Meter Address:</b>	<input type="text"/>

# EXHIBIT 1

## NOTICE OF CANCELLATION

(Clearway Community Solar copy)

Signed Date: \*SEE CERTIFICATE OF COMPLETION\*

### SUMMARY OF YOUR RIGHTS TO CANCEL:

**1. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY CLEARWAY COMMUNITY SOLAR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO CLEARWAY COMMUNITY SOLAR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THE AGREEMENT; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF CLEARWAY COMMUNITY SOLAR REGARDING THE RETURN SHIPMENT OF THE GOODS AT CLEARWAY COMMUNITY SOLAR'S EXPENSE AND RISK.**

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

**2. IN ADDITION TO THE CANCELLATION RIGHT STATED IN THE PARAGRAPH NUMBERED "1" ABOVE, IF THE PRODUCTION START DATE HAS NOT YET OCCURRED, YOU MAY ALSO CANCEL THIS AGREEMENT UNTIL THE EARLIER OCCURRING OF EITHER THE PRODUCTION START DATE OR 90 DAYS FOLLOWING THE DATE ON WHICH YOU EXECUTE THIS AGREEMENT.**

**3. IN ADDITION TO THE CANCELLATION RIGHTS STATED IN THE PARAGRAPHS NUMBERED "1" AND "2" ABOVE, YOU MAY REQUEST CANCELLATION OF THIS AGREEMENT AT ANY TIME; HOWEVER, ANY SUCH CANCELLATION REQUEST WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT, INCLUDING APPLICABLE LIMITATIONS ON YOUR ABILITY TO CANCEL AND PAYMENT OF THE CANCELLATION FEE, IF APPLICABLE.**

**4. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO CLEARWAY COMMUNITY SOLAR AT P.O. BOX 3528, HOUSTON, TX 77253-3528, OR EMAIL A SIGNED AND DATED**

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**COPY OF THIS CANCELLATION NOTICE TO CUSTOMERSUPPORT@CLEARWAYENERGY.COM, NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Signed:**

**Customer's Printed:**

**Date:**

**Utility Account No.:**

**Meter Address:**

## EXHIBIT 2

**Reserved:**

**See Community Distributed Generation Disclosure Form**