

CDG Provider: Fork In the Road Solar LLC

CDG Project Manager: PowerMarket | Phone: 646-351-0840 | Email: cleancapital@powermarket.io

Community Distributed Generation Disclosure Form	
Customer Information	<u>Name:</u> Town of Marbletown
Distribution Utility	<u>Service Address:</u> <u>Phone:</u> <u>Email:</u> <u>Account Number:</u> 21000792230, 21000792132, 21000791992 <u>Utility:</u> Central Hudson – NY
Overview	This document describes your Community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Subscription Fee and Savings Rate	Each month, you will receive credits on your electric utility bill based on the electricity generated by the project. Prior to the Project’s enrollment in Consolidated Billing, as described in Sections 2(cc) and 5 of this Agreement, you will receive a monthly statement from Provider for your subscription fee. Upon the Project’s enrollment in Consolidated Billing, your subscription fee will be automatically taken from the credits you receive on your utility bill. Your subscription fee is equal to 90% of the value of the credits you receive each month. After the credits are reduced by the subscription fee, you will receive savings equal to 10% of the credits you receive. You will not be charged any other fees.
Project Location and Customer Allocation	<u>Location:</u> 30-75 Matecki Road, Red Hook, NY 12571 <u>Initial Expected Percentage Allocation:</u> _____ % _____ kW), subject to adjustment by the Provider. <u>Generation allocated to customer:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation may be up to 100% of your historic annual usage. At any time, Provider shall have the right to make adjustments to your Percentage Allocation, which is the percentage of the credits allocable to you.
Length of Agreement and Renewal	The term of this agreement is twenty (20) years and will commence on the date of the first Utility bill displaying credits. Following the twenty (20) year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elects to terminate the agreement.

Early Termination	You may terminate this agreement at any time during the term, without penalty or fee by submitting written notice to Provider within ninety (90) days of desired termination date.
	You, the Subscriber, 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.
Estimated Benefits	<p><u>Estimate of kWh generation received annually: Up to 100% of your current annual consumption.</u></p> <p>Bill Credits generated from the Project will be applied to your utility bill based on the VDER Credit Rate. "VDER Credit Rate" is the monetary rate that your utility attributes to each kWh generated from the Project.</p>
Guarantees	You are guaranteed to save money on your utility bill equal to 10% of the credits you receive. This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy credits to your bill and communicate any errors to the utility for resolution. Provider will restrict disclosure of identifiable information solely to employees, representatives, investors, and/or advisors with a need to know and not disclose to third parties.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at cleancapital@powermarket.io . Include your utility account number and name in an e-mail with the subject line, "Right to Cancel".
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html . This Agreement is subject to the New York Home Energy Fair Practices Act (HEFPA) and Uniform Business Practices For Distributed Energy Resource Suppliers (UBP-DERS), which provides you with additional rights. If you have any questions about your rights regarding this Agreement, please contact us at: cleancapital@powermarket.io 646-351-0840
Incorporation of Agreement	By executing this Disclosure Statement, you agree to the terms and conditions set forth herein as well as those set forth in the Community Solar Distributed Generation Subscription Agreement annexed hereto and incorporated herein.
CDG Project Manager	The CDG Provider has designated PowerMarket as its CDG Project Manager. Any notices and communications shall be directed to: PowerMarket 335 Madison Avenue 4th Floor New York, NY 10017 cleancapital@powermarket.io 646-351-0840

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Community Solar Distributed Generation Subscription Agreement ("Agreement") is entered into as of the "Effective Date" stated on the Disclosure Statement by and between Fork In the Road Solar LLC and its agents, successors, and assigns (the "CDG Provider" or "CDG Host") and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). CDG Host and the Authorized Designee shall operate and maintain a Project in the same Electric Utility's service territory as Subscriber's Service Address. The New York State Public Service Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for receiving the Percentage Allocation of the Project. By signing the Disclosure Statement, Subscriber agrees to the terms and conditions below.

2. **DEFINITIONS.**

a. "Agreement" means this Community Solar Distributed Generation Agreement;

b. "Authorized Designee of the CDG Host" or "Authorized Designee" means ProjectEconomics, Inc. dba PowerMarket or any other agent the CDG Host may designate.

c. "Bill Credits" means the monetary credits applied to the Subscriber's Electric Utility account. Bill Credits are calculated by taking the percent allocation of the total kWh generation of the Project multiplied by the VDER Credit Rate on a per month basis for the Service Classification applicable to Subscriber.

d. "Bill Period" means one (1) calendar month, commencing from COD;

e. "CDG Host" means the entity that owns or operates the Project;

f. "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;

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

h. "Effective Date" means the date this Agreement was executed;

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

j. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project 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 of any kind.

k. "Excess Generation" means the number of kWhs generated by the Project and supplied by the CDG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period;

l. "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.

m. "Kilowatt Allocation" means, prior to the Commercial Operation Date, the number of kW of the Project Capacity allocated to Subscriber;

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

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

p. "Net Savings" means the remaining ten (10%) percent of the value of Bill Credits that will be applied to the Subscriber's Electric Utility bill.

q. "Percentage Allocation" means, prior to the Commercial Operation Date, the percentage of the Project Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project Capacity; or

ii. subsequent to the Commercial Operation Date, the percentage of the Project's Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;

r. "Project" means the community solar project from which Subscriber receives the Percentage Allocation;

s. "Project Capacity" means the nameplate capacity in kW of the Project;

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

u. "Service Address" means the metered service address identified on the Disclosure Statement;

v. "Subscriber" means the person or entity identified on the Disclosure Statement as receiving the Percentage Allocation, and which is an electric service customer of the Electric Utility;

w. "Subscriber's Data" is defined in Section 4(e);

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

y. "Subscription Fee" means ninety (90%) percent of the value of Bill Credits in any given month taken automatically from the monthly Bill Credits.

z. "Tariff" means the Central Hudson Gas and Electric Corp for Electric Service, P.S.C. No: 220 – Electricity, as amended or superseded from time to time;

aa. "Term" is defined in Section 3;

bb. "VDER Credit Rate" is the monetary rate that your utility attributes to each kWh generated from the Project.

cc. "Consolidated Billing" means the Electric Utility's net crediting process of splitting the Bill Credits between the Subscriber and the CDG Host. Notwithstanding anything to the contrary, under the CDG Program and Tariff, the CDG Host can elect to sign up for Consolidated Billing at any time once Consolidated Billing has been implemented by the Electric Utility. For all months in respect to which the CDG Host elects to participate in Consolidated Billing, the Electric Utility will credit you the Net Savings multiplied by the total Bill Credits attributable to your Percentage Allocation as determined pursuant to this Agreement. The remaining Bill Credits, minus any administrative fees, will be allocated directly to the CDG Host. Thus, only Net Savings will appear on your electric bill. Under Consolidated Billing, the Subscriber will not receive a separate invoice from the CDG Provider.

3. **TERM.** The Agreement shall commence on the Commercial Operation Date and continue for twenty (20) years (the "Term"). Thereafter, this Agreement shall automatically renew for one (1) year terms (the "Renewal Term") until either Party provides a written notice of termination.

4. **PURCHASE OF ALLOCATION; ELIGIBILITY.**

a. **Bill Credits.** CDG Host agrees to sell to Subscriber and Subscriber agrees to purchase from CDG Host, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits and Net Savings. Net Savings

shall be applied to Subscriber's Electric Utility bill no more than once per calendar month.

b. Energy Attributes. Subscriber's purchase of the Percentage Allocation 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; and (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.

d. Subscriber Authorization. Subscriber authorizes the CDG Host, Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the CDG Host in connection with the 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.

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

5. SUBSCRIPTION PAYMENT.

a. Monthly Subscription Fee. Subscriber acknowledges that for each month that the Project is enrolled in Consolidated Billing, the Subscription Fee will be automatically taken from the Bill Credits each month and Net Savings will be applied to Subscriber's Electric Utility bill for a given Bill Period.

b. Invoicing. For each month in which the Project is not enrolled in Consolidated Billing, Subscriber will receive a monthly statement from the CDG Provider with a summary of the charges incurred by Subscriber, including any previous balance, the New Monthly Charges, and Total Amount Due. The amount of the "New Monthly Charges" is the product of (1) the Allocation Percentage; (2) the monetary value of the Bill Credits reflected on the Host Account for the Monthly Statement period in question; and (3) ninety percent (90%). The Total Amount Due shall be the New Monthly Charges plus any previous balance and any adjustments that may be reflected on the monthly statement. The monthly statement shall also include a due date which shall be thirty (30) days from receipt of such monthly statement. Please note there may be a delay of several months between when the Bill Credits appear on Subscriber's Electric Utility bill and when Subscriber will receive the corresponding monthly statement. This is designed so that Subscriber receives the Bill Credits before receiving the corresponding monthly statement. Subscriber should contact the CDG Provider if Bill Credits do not appear on Subscriber's Electric Utility bill. Subscriber will be responsible for paying all amounts due on the monthly statements and for all Bill Credits that are allocated to Subscriber's Electric Utility bill. Subscriber's obligation to pay in full any amounts appearing on a monthly statement that are not paid as of the date of termination of this Agreement shall survive termination.

c. CDG Host Adjustments. Subscriber hereby consents to the CDG Host modifying the Percentage Allocation at

its sole discretion, provided such modifications comply, in all respects, with applicable law. The CDG Host does not guarantee, and Subscriber acknowledges that the CDG Host does not guarantee the amount of electrical energy the Project will produce or the monetary value of the Bill Credits.

d. Taxes. Subscriber is responsible for paying all applicable taxes related to this Agreement. For months when the Project is not enrolled in Consolidated Billing, any such taxes will be reflected on the monthly statement.

e. Payment Authorization. To pay the monthly statement by credit card or an automatic debit from your deposit account via the automated clearing house network (ACH), Subscriber shall agree to the terms of the authorization agreement attached as Exhibit B.

6. 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; and

iii. This Agreement constitutes a legally valid and binding obligation enforceable against the CDG Host and Subscriber in accordance with its terms.

b. CDG Host. The CDG Host represents, warrants, and covenants to Subscriber:

i. CDG Host is authorized to (A) enter into this Agreement with Subscriber, (B) operate the Project, (C) participate in the CDG Program including with the Electric Utility, and (D) take all other necessary and appropriate action to satisfy its obligations to Subscriber.

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 Disclosure Statement of this Agreement are true, accurate, and complete;

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

iii. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the CDG Host 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 Percentage Allocation and/or Monthly Subscription Fee.

7. TERMINATION.

a. Termination For Convenience; Other. Subscriber may terminate this Agreement at any time by providing no less than ninety (90) days' written notice to the CDG Host. 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 CDG Host with ninety (90) 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 CDG Host a written Notice of Cancellation in the form attached hereto as Exhibit A prior to midnight on the third (3rd) business day after the Effective Date of the Agreement.

b. Effect of Termination. Upon termination of this Agreement the CDG Host shall notify the Electric Utility to stop any future Bill Credits from being allocated to the Subscriber. Notwithstanding, the Subscriber may continue to receive Bill

Credits until the Electric Utility removes Subscriber from the Project.

8. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement except, the CDG Host 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 CDG Host may transfer this Agreement to another Project, by sending written notice to Subscriber. 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.

9. Communication. By executing this Agreement, the Subscriber consents to the CDG Host and any person or entity acting on the CDG Host's behalf to communicate with the Subscriber, in connection with the Project, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. The CDG Host and any person or entity acting on the CDG Host's behalf may communicate with the Subscriber using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or pre-recorded voice messages, SMS or text messages, telephone or email. CDG Host may use such means of communication even if Subscriber will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

EXHIBIT A-1

(CDG Host Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date the Subscriber (hereinafter “You”) signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN BUSINESS DAYS following receipt by Fork In The Road Solar LLC (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider 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 Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Fork In The Road Solar LLC at cleancapital@powermarket.io or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20__.

Subscriber’s Signature:

Subscriber’s Signature:

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date the subscriber (hereinafter “You”) signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN BUSINESS DAYS following receipt by Fork In The Road Solar LLC (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider 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 Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Fork In The Road Solar LLC to cleancapital@powermarket.io or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20__.

Subscriber’s Signature:

Subscriber’s Signature

