

# SMART Participant Customer Disclosure Form (Community Shared Solar)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

\*Community Shared Solar Participants do not directly purchase solar electricity. Instead, participants purchase credits in the form of Net Metering Credits or Alternative On-Bill Credits, which may or may not reduce customers' total electricity costs depending on market conditions and the specific terms of a credit purchase agreement.

CUSTOMER INFORMATION	PROVIDER INFORMATION	
Customer Name:	Company: Syncarpha Solar, LLC	
Street Address:	Street Address: 250 West 57th St, Suite 701	
City, State, Zip:	City, State, Zip: New York, New York 10107	
Phone:	Phone: 888-55-SOLAR	
Email:	Email: communitysolar@syncarpha.com	
SYSTEM INFORMATION		
Community Solar Project Name: Syncarpha Commun	ity Solar Garden	
Project Location (Utility Service Territory): National G	rid	
Project Size (kW DC): 1,000 – 7,000		
Estimated Commercial Operation Date: 12/1/2022		
Estimated Number of Subscribers to the Project: ~10	0-650	
SUBSCRIPTION & COST INFORMATION		
Subscription Size (kW DC):		
Is the customer on a wait list? Yes or No No		
Estimated Contract Effective Date: Effective upon execution / anticipated Commercial Operation Date 12/2022		
Contract Term (years): 20 years from Commercial Op	peration Date	
Option to renew: Yes or No No		
Enrollment Costs (\$): \$0 – no up-front costs		
Subscription Model (Upfront payment, pay as you go,	discount, or other): Pay–as–you-go	
Starting Rate or Discount (\$/month, \$/kWh, %, or % of	f \$/kWh): Fixed 1 cent/kWh discount to bill credit	
Rate increase frequency, if applicable (Monthly, quarterly, annually, etc.): n/a – fixed discount		
Amount of Rate Increase, if applicable (\$/month, \$/kWh, percentage): n/a – fixed discount		
Estimated Year One Payments (including any enrollment costs) (\$):		
Is the subscription transferrable to other customers? Yes or No Yes - see contract		
Is the subscription portable within the utility service area or utility load zone? Yes or No Yes		
Describe opt-out or early termination terms: See contract for more details – however, customers who move out of the service area may terminate with notice, as well as if the Project is not completed within 18 months of enrollment. Please also be advised that, per Commonwealth law, you have three days from the date of signing to cancel with no fault.		

Describe any system performance or electricity production guarantee: Solar production is fairly consistent over the long-term but varies seasonally and can vary from year-to-year. You will ONLY pay for credits produced, with no guarantees or minimum amounts.

OWNERSHIP OF INCENTIVES	PROVIDER	CUSTOMER	UTILITY	N/A
Owner of SMART Incentive Payments	Х			
Owner of Investment Tax Credit	Х			
Owner of State/Local Tax Credits	Х			

**NOTE:** A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by a facility participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you are not using the solar power generated by the facility, your purchase of credits does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, \_\_\_\_\_\_, hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

Customer Signature

Date

#### **Relevant Links and Contact Information**

Massachusetts Department of Energy Resources Website: www.mass.gov/doer Email: doer.smart@state.ma.us

Attorney General's Office

Website: https://www.mass.gov/get-consumer-support

# **COVER SHEET AND DEFINITIONS**

Effective Date:	
Seller:	Syncarpha CF II, LLC
Community Shared	Seller's solar photovoltaic generating facility to be installed in
Solar Project:	Massachusetts (the "Project").
Price:	A fixed one cent (\$0.01)/kWh discount to the per-kWh value of the Alternative
	On-bill Credits allocated to your Utility Account on your monthly Utility bill
	multiplied by the monthly kWh associated with your Buyer's Percentage (the
	" <u>Price</u> ").
Subscription Size (kW DC):	
Buyer's Percentage:	The percentage of the Alternative On-bill Credits generated each month by the
	Project (the "Initial Buyer's Percentage" and, until adjusted, the "Buyer's
	Percentage") will not be known until the Project's Commercial Operation Date
	occurs. Seller will provide such Initial Buyer's Percentage to Buyer at that time.
	This Initial Buyer's Percentage and Subscription Size are based on information
	you have provided, including your historic annual utility bill (your "Baseline").
	This Initial Buyer's Percentage may be adjusted by you or by us both during
	onboarding and during Project operation as described below and in Attachment A.
Buyer's Name & Utility Service Address:	
Term of this Contract:	Twenty (20) years, commencing on the Commercial Operation Date.
Buyer's Utility Service Territory	National Grid (aka Massachusetts Electric Company) (the "Utility")
Buyer's Utility Account#:	(the " <u>Utility Account</u> ")
Changes to SMART	At the time of signing this Contract, you will also be asked to complete and sign a
Customer Disclosure Form	SMART Participant Customer Disclosure Form required under the Smart
	Regulations.
	Two sections of this Form (i) "Provider Information", and (ii) "System
	Information", may be adjusted at a later date. These parts will be completed at
	or before the time that the Project's Commercial Operation Date occurs and the
	updated form will be made available to you.

### YOUR RIGHT TO CANCEL RIGHT AFTER SIGNING

Under Massachusetts Law, you may cancel this Contract if it has been signed by a party to the Contract at a place other than an address of the Seller, which may be its main office or branch thereof, provided you notify the Seller in writing at its main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this Contract. See Attachment B (Notice of Cancellation) for instructions regarding this right of cancellation.

#### **ATTACHMENTS**

ATTACHMENT A	ADJUSTMENTS TO BUYER'S PERCENTAGE
ATTACHMENT B	NOTICE OF CANCELLATION
ATTACHMENT C	AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM CHECKING

#### SUMMARY OF THIS CONTRACT

**PLAIN LANGUAGE**. In this Contract, the words "you" and "your" apply to the Buyer named above. The words "we", "our" and "us" refer to the Seller named above. If the Seller assigns its rights in this Contract to a new owner of the Project, "we", "our" and "us" will refer to such new owner. **LEGALLY BINDING CONTRACT**. This Contract is a legally binding agreement regarding allocation and sale to you of the Buyer's Percentage of the Alternative On-bill Credits computed by the Utility in regard to the electricity produced by our Project.

**ALTERNATIVE ON-BILL CREDITS**. On-bill Credits are created for each kilowatt hour of electricity generated by our Project. Under this Contract, you have agreed to purchase the Buyer's Percentage (as may be changed from time-to-time as set forth herein) of the Alternative On-bill Credits generated each month by our Project. We have agreed to sell you the applicable Buyer's Percentage of such Alternative On-bill Credits and to arrange for those Alternative On-bill Credits to be allocated to your Utility Account as a credit that serves to offset all or some portion the electricity and delivery charges on your monthly Utility bill.

**OUR PRICE**. Each month, we will charge you the Price for the Buyer's Percentage of Alternative On-bill Credits that are allocated from the Project to your Utility Account. This Price is set as a percentage of the Value of these Alternative On-bill Credits. You will pay this Price to us each month via the Automated Clearing House (ACH) where your checking account will be debited.

**CAPITALIZED WORDS.** Where a specific definition for a capitalized word or phrase is provided in this Contract (including in any Attachment or the Cover Sheet), it is intended that this definition will apply each time such capitalized word or phrase is used elsewhere in the Contract.

**READ THE ENTIRE CONTRACT**. This Summary is not meant to cover every provision in this Contract. Please read the entire Contract before you sign this Contract and Attachments.

# CONTRACT BETWEEN BUYER AND SELLER

This is a **COMMUNITY SOLAR ALTERNATIVE ON-BILL CREDIT CONTRACT** made and entered into on the Effective Date (the "<u>Contract</u>") by Syncarpha CF II, LLC (the "<u>Seller</u>") and\_\_\_\_\_\_ (the "<u>Buyer</u>"). Where reference is made elsewhere to "this Contract" it is intended that the terms contained in the Attachments and the Cover Sheet hereto are included as if the Attachments and Cover Sheet were typed into the text of this Contract. Where a specific definition for a capitalized word or phrase is provided in this Contract (including in any Attachment or the Cover Sheet), it is intended that this definition will apply each time such capitalized word or phrase is used elsewhere in the Contract.

# PURCHASE AND SALE OF ALTERNATIVE ON-BILL CREDITS

**PURCHASE AND SALE**. Starting on the date that our Project begins commercial operation and generation of Alternative On-bill Credits (the "<u>Commercial Operation Date</u>") and continuing for the remainder of the Term, we will allocate and sell to you, and you will purchase and accept from us, the Buyer's Percentage of all Alternative On-bill Credits generated by our Project. Your Buyer's Percentage is based on our analysis of your Baseline, for which we will require your previous year's utility billing information. In addition, as discussed in **BUYER'S PERCENTAGE** (above) and Attachment A, you may request changes to your Buyer's Percentage by contacting us in writing with six (6) months' notice and subject to our approval and confirmation, in writing, that we accept such changes.

**ALTERNATIVE ON-BILL CREDITS AND THEIR "VALUE".** "<u>Alternative On-bill Credits</u>" are established by statute and regulation in the Commonwealth of Massachusetts and refer to the applicable monetary value of an excess kilowatt-hour of electricity produced by our Project and delivered onto the Utility's grid. This value (the "<u>Value</u>") is determined in the Solar Massachusetts Renewable Target (SMART) Program regulations ("SMART Regulations") issued by the Massachusetts Department of Public Utilities (225 CMR 20.00 et seq.) and under the applicable "SMART Provision" tariff (the "<u>SMART Tariff</u>").

**VALUE OF ALTERNATIVE ON-BILL CREDITS CHANGES FREQUENTLY.** Since the Value of Alternative On-bill Credits is tied to the market price of electricity (specifically your Utility's G-1 Basic Service rate), the Value of Alternative On-bill Credits will routinely fluctuate with Utility

rates during the Term of this Contract. Because the Price we charge under this Contract is set as a fixed one cent (\$0.01)/kWh discount to the Value of the Alternative On-bill Credits allocated to your Utility Account multiplied by the kWh volume associated with your Buyer's Percentage, these changes in the Value of Alternative On-bill Credits will result in subsequent changes to the Price we charge.

**BUYER'S PERCENTAGE ADMINISTRATION**. The Seller will establish an electricity account with the Utility for the Project. This Seller's Utility account is called a "<u>Host Customer Account</u>". Starting on the Commercial Operation Date, electricity generated at the Project in excess of its own usage will be posted to the Host Customer Account by the Utility each month. Each kilowatt hour of this posted electricity will produce Alternative On-bill Credits that are credited to the Host Customer Account for such month. The Seller, acting as the "<u>Host Customer</u>" for the Project, will prepare and file with the Utility such forms as may be required under which the Seller will direct the Utility to allocate the applicable Buyer's Percentage of the posted Alternative On-bill Credits to your Utility Account on a monthly basis.

**MONTHLY TRANSFER OF ALTERNATIVE ON-BILL CREDITS**. As stated above, we will ask that the Utility allocate the applicable Buyer's Percentage of Alternative On-bill Credits from the Host Customer Account to your Utility Account each month. The Buyer's Percentage of Alternative On-bill Credits should then be reflected on the monthly invoice you receive from the Utility, and serve to offset the amount you owe the Utility each month.

**OUR LIMITATIONS DUE TO UTILITY REQUIREMENTS**. Community solar is a relatively new offering for residential customers, and as of the Effective Date, Massachusetts utilities are still developing the systems and internal operational processes to support it. At times during the Term, we will be working with your Utility to coordinate transfer of credits, manage moves and cancellations, and the like. We depend on the Utility for much of the administration of Alternative On-bill Credits including the process for updating your Buyer's Percentage and managing such events as moving and termination.

**THE PRICE**. The Price you will pay to us under this Contract is a fixed one cent (\$0.01)/kWh discount to the Value of the Alternative On-bill Credits allocated to your Utility Account, multiplied by the volume associated with your Buyer's Percentage. The Value of Alternative On-bill Credits is established under the SMART Tariff. As noted above, the Utility is permitted to change the Value of Alternative On-bill Credits from time to time and such changes will result in corresponding changes to the Price we charge.

**OUR MONTHLY INVOICES.** We will send you an invoice (the "<u>Invoice</u>") each month that shows (1) the Buyer's Percentage of the Alternative On-bill Credit allocated to your Utility Account during the prior month, (2) the Price payable by you to us, (3) any sales taxes or other charges imposed by any governmental authority on our sale to you of such Alternative On-bill Credits (the "<u>Government Charges</u>") and (4) the total amount due from you to us. The total amount due on each Invoice, if applicable, is payable by you within twenty (20) days after the date of such Invoice.

**PAYMENT**. You agree to pay us the total amount due each month (as identified on the applicable monthly Invoice) either by credit card, with payment information entered in our online platform, or through the Automated Clearing House (ACH) in accordance with the terms set forth in our ACH payment authorization. To give us permission to set up automatic scheduled payments from your checking account, you will complete the **AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM CHECKING** provided as **Attachment C** to this Contract and return this form to us. **Please note that we charge an additional 2% service fee for credit card transactions.** 

**ABSOLUTE OBLIGATIONS**. You agree that your obligation to pay the total amount due under our Invoices each month shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever, except as may be excused in the event you terminate this Contract in accordance with the provisions of **TERMINATION OF THIS CONTRACT BY YOU** set forth below.

**LATE PAYMENTS.** Any late payment (namely, not paid to us within twenty (20) days after the date of the applicable Invoice) will incur a late fee ("<u>Late Fee</u>") equal to 1.5% of the total amount due under our Invoice to you. This Late Fee is an administrative charge to compensate us for costs we incur as a result of late payments by you and is not an interest or finance charge. If you dispute any of our Invoices, you must pay the total amount due and notify us in writing of the factual basis, including documentation, for the dispute. If the dispute is resolved in your favor, we will refund the relevant amount to you within 30 days after resolution of the dispute.

# THE TERM OF THIS CONTRACT

**TERM OF 20 YEARS**. This Contract is legally binding between us on the Effective Date, and unless terminated earlier pursuant to the provisions set forth below in this Contract, shall end twenty (20) years after the Commercial Operation Date of the Project.

## PROVISIONS ABOUT ALTERNATIVE ON-BILL CREDITS & YOUR UTILITY ACCOUNT

**YOUR UTILITY ACCOUNT.** You and we understand and agree that this is **not** a Contract to supply electricity to your residence and that in all events you must continue to maintain your retail electric supply and associated Utility Account during the Term. If you decide to purchase retail electric supply from a competitive electric supplier you will be responsible to get your Utility and such competitive supplier to enroll you in a "combined billing service" so that amounts due to your competitive supplier for electricity are billed to you on your Utility's invoice (this is a billing arrangement that all utilities are obligated to offer). If you do not enroll in combined billing, the Utility will not apply the Buyer's Percentage of Alternative On-bill Credit towards amounts due by you to your competitive supplier. You acknowledge that we are not, and that our services to you and sale of Alternative On-bill Credit under this Contract will not cause us to become, an electric utility, a generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined in under Massachusetts law. You agree that you will not shut off or terminate your Utility Account during the Term of this Contract.

**BILLS FROM THE UTILITY**. During the Term, you will continue to receive monthly bills from your Utility and your competitive electricity supplier, if any. As mentioned above, the Value of Alternative On-bill Credits applied to your Utility Account will be shown on your Utility bill, unless your Utility elects to credit only our Host Customer Account. In these cases, we will be crediting you with the "net" of the Value of Alternative On-bill Credits that would have been credited to you and the Price that would have been owed to us, as described above. This monthly Value of Alternative On-bill Credits may not offset the entirety of the amounts due by you to the Utility or competitive electricity supplier in any given month. You still need to make payments to the Utility or to your competitive electricity supplier, if any, of any amount that is not offset by the monthly Value of Alternative On-bill Credits. You are responsible for making these payments due to the Utility under your Utility Account as well as any amounts due to your competitive supplier, whether under a combined bill or separate bills.

**Excess ALTERNATIVE ON-BILL CREDITS** On occasion the monthly Value of Alternative On-bill Credits could exceed the entirety of the amount due by you to the Utility in a given month. Should such excess Alternative On-Bill Credits accumulate, the SMART Tariff provides that the Utility shall pay to you, in a lump sum amount by check, an amount calculated under the Tariff to compensate you for any Alternative On-Bill Credits that remain on your Utility account the end of any April 1 to March 31 twelve-month period **SOLAR ENERGY GENERATION VARIES.** The actual amount of Alternative On-bill Credits generated for sale and allocation under this Contract is directly contingent on the Project's production of electricity, which for a solar project typically varies significantly depending upon the season, with greatest production during the summer months. During the Term, the amount of Alternative On-bill Credits that actually are generated by the Project and then allocated to your Utility Account on a monthly basis will vary due to outages at the Project or on the utility grid, repair and maintenance events, changes in weather or seasons, changes to the SMART Tariff, or for other reasons. Accordingly, we cannot guarantee that (1) our Project will produce the amount of electricity shown on any production estimates shared with you or (2) that you will realize any particular level or amount of savings by reason of the allocation of Alternative On-bill Credits to your Utility Account as compared to the costs of purchasing your own electricity from the Utility or a competitive supplier.

# **OUR COMMUNITY SHARED SOLAR PROJECT**

**PROJECT IS NOT COMPLETED.** Unless we have separately notified you to the contrary at the time you sign this Contract, our Project has not been installed, and the Commercial Operations Date has not been achieved, as of the Effective Date. We will not be able to allocate and sell to you and you will not be able to receive any Alternative On-bill Credit from the Project until the Commercial Operation Date occurs. You understand that our obligations under this Contract are contingent upon achievement of the Commercial Operation Date is not achieved for any reason within that time, either you or we may terminate this Contract upon providing five (5) days prior written notice to the other of its intent to terminate. Upon termination, neither you nor we will have any obligation or financial liability to the other, and we will be permitted to sell any Alternative On-bill Credits contemplated under this Contract to any third party if we achieve the Commercial Operation Date for the Project at a later time.

**SUBSTITUTION OF DIFFERENT PROJECT**. After the Effective Date, we may decide to substitute for the Project a different solar electric generating project under development or an existing operating project under the ownership or control of the Seller or an affiliate of Seller. You and we agree that any such substituted project or facility must be located in the same Utility Service Territory as the Project. You and we also agree that our substitution of a different project or facility will not extend the eighteen (18) month period referenced in the preceding paragraph and that in all events we will send you a detailed notice about any substitution in which we will specify the location, size and estimated date of commercial operation of such project or facility. To

extent the estimated electric generation capacity of the substituted project differs from that of the Project, you and we agree that the Buyer's Percentage shall be amended to reflect such difference.

**OWNERSHIP OF OUR PROJECT AND ITS ATTRIBUTES**. This Contract does not include the sale of, or provide you with any ownership interest, right to, or title in, (1) our Project, (2) any electricity, Environmental Attributes, or Tax Attributes generated by or attributable to our Project, or (3) any revenue or profit associated with or derived from our Project. "<u>Tax Attributes</u>" means any investment tax credits and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits and accelerated and/or bonus depreciation). "<u>Environmental Attributes</u>" means any and all credits, benefits, emissions reductions, offsets and allowances of any kind (other than the applicable Buyer's Percentage of Alternative On-bill Credits), howsoever entitled, attributable to the existence, operation, or generation of electricity from the Project, including but not limited to (i) all environmental and renewable energy attributes and credits, (ii) government financial incentives, (iii) greenhouse gas offsets or credits, including those under the Regional Greenhouse Gas Initiative, or (iv) renewable energy certificates ("<u>RECs</u>") or any similar certificates or credits, including but not limited to Solar RECs and SMART program incentives.

# SHARING INFORMATION ABOUT YOUR UTILITY ACCOUNT & USE OF ENERGY

Access to Your UTILITY Account. Our preparation of monthly Invoices to you may depend upon our ability to access information regarding your Utility Account. Accordingly, you agree to (1) provide us with any energy billing and usage data with respect to your Utility Account (including copies of and/or access (electronic or other) to the invoices you receive from the Utility), as we reasonably request from time to time and (2) to designate us (or other third parties we may designate) to the Utility or competitive supplier as an authorized recipient of your energy billing and usage data during the Term. We agree that we will use this data solely in order to verify the expected allocation of Alternative On-bill Credits to your Utility Account by the Utility and the related preparation of our monthly Invoices.

**INFORMATION GIVEN TO THE UTILITY.** You authorize us to provide to the Utility such information about your Utility Account as may be necessary for us, as the Host Customer, to (1) properly prepare and amend the documentation referenced above and (2) ask the Utility to allocate to your Utility Account the applicable Buyer's Percentage of Alternative On-bill Credits from the Project.

#### CREDIT CHECKS AND ELECTRONIC COMMUNICATION WITH YOU

**CREDIT CHECKS AND CREDIT REPORTING.** You acknowledge that we will be screening your credit in connection with approving your application to participate in this Contract. You have given us permission to check your credit report, credit score and other credit files and records maintained by credit reporting bureaus and agencies at any time during the Term. We will keep this information confidential and will only use it solely for the purpose of (1) checking your eligibility to participate in this Contract according to our credit qualification requirements and (2) answering questions others may ask regarding your credit (as allowed by law) and sharing your credit information with our Lenders.

**ELECTRONIC INVOICES AND OTHER COMMUNICATION.** Our monthly invoices and other communications and notifications are provided electronically and via e-mail through our online portal, currently located at www.syncarpha.solar. If you do not want to receive electronic communications from us, you must notify us at <u>communitysolar@syncarpha.com</u> or by phone at 888-55-SOLAR, and we will deliver to you our monthly Invoices and other communications through the United States Postal Service.

# CHANGING YOUR RESIDENCE WITHIN THE SAME SERVICE TERRITORY

**MOVING WITHIN THE SAME SERVICE TERRITORY**. If you decide to sell and/or move out of your home, terminate your lease, or otherwise relocate your residence, and this sale or relocation will change your Utility Account, you may be able to have the Utility allocate your Buyer's Percentage of Alternative On-bill Credits to the utility account at your new residence. This substitution can only happen if all of the following conditions apply:

- 1. You provide us with at least thirty (30) days' prior written notice indicating your intent to move, the date of your move, and the location of your new residence;
- 2. Your new residence is located within the same Utility Service Territory as identified on the Cover Sheet. We can help you in determining if your new residence is within these locations. In that situation, you may change the utility account to which your Alternative On-bill Credits will be allocated; and
- 3. You give us your new utility account information in writing and provide any additional information to us that we reasonably request.

Provided these conditions are met, your new utility account will then become the "Utility Account" under this Contract, and we will file revised documents with the utility in order to request the Utility to allocate your Buyer's Percentage of Alternative On-bill Credits to this new utility account. As noted elsewhere in this contract, we depend on the Utility to administer changes to your accounts. Moreover, thirty days' notice may not be sufficient to ensure that new

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documentation can be submitted in time to transfer Alternative On-bill Credits from your old account to your new account without any credits continuing to be allocated to your old account. We will work with you and your Utility to request that any Alternative On-bill Credits be transferred from your old account to your new account; however, we cannot guarantee the timing or result of this process. If you do not provide us with the required notice and new account information relating to your move within the same Utility Service Territory as required above, we may choose to find you in default of this Contract. See **TERMINATION BECAUSE YOU MOVE WITHOUT NOTIFYING US** below.

**DELAYS AND PAYMENTS UNDER THE OLD ACCOUNT.** Under applicable law, we may only be permitted to make changes to customers at certain intervals, and the Utility's implementation of revisions may take additional time. For this reason, there may be a delay of as long as six (6) months or more from the date you wish to begin receiving your Buyer's Percentage of Alternative On-bill Credits at your new utility account located within the same Utility Service Territory and the date the Buyer's Percentage of Alternative On-bill Credits ceases to be allocated to your old Utility Account. If you change your residence and qualify to continue to receive Alternative On-bill Credits as explained above, you will be charged for and will be liable to pay any Invoice we give to you for any Alternative On-bill Credits actually allocated to your old Utility Account until the Utility actually ceases allocating Alternative On-bill Credit to your old utility account according to our instructions. Again, we will work with you and your Utility to transfer these amounts and minimize any delays; however, we cannot guarantee the timing or result of this process.

#### CHANGING YOUR RESIDENCE OUTSIDE YOUR ORIGINAL SERVICE TERRITORY

<u>Your Choice "Number 1"</u> If you are moving residences and your new residence is not within the Utility Service Territory as identified on the Cover Sheet, you may cancel and terminate this Contract without any cost to you (except as described in **Delays and Charges** below) by providing written notice to us indicating a desired cancellation date which must be not less than (6) six months after the date of this written notice. Provided you send us the advance notice described above, this Contract will be cancelled and terminated with no penalty or termination fee charge to you on a date we choose in the same calendar month as your desired cancellation date (except as described in **Delays and Charges**).

<u>*Your Choice "Number 2*</u>" Alternatively, you may terminate this Contract without any cost to you (except as described in **Delays and Charges** below), if all of the following requirements take place; (1) you provide written notice to us that you are moving residences and that your new

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residence is not within the Utility Service Territory; (2) you indicate a desired cancellation date which must be at least thirty (30) days after the date of this written notice; (3) you identify the name, telephone number and email address of another person who has an account with your Utility within the Utility Service Territory (the "Potential Replacement Customer") and who you know is willing to enter into an agreement with us containing provisions similar to this Contract (this person may be the purchaser of your residence) (a "Replacement Contract"); and (4) such Potential Replacement Customer provides us with or authorizes us to obtain such information as we may request, including his or her name, address, Social Security number, credit rating information and Utility account information (which information must include confirmation that (a) such Potential Replacement Customer is in fact a customer of your Utility under a utility account for service to a meter which is located in the same Utility Service Territory as the Project and (b) such Potential Replacement Customer has a credit rating and other characteristics that meet our requirements). If the Potential Replacement Customer meets our requirements and we enter into a Replacement Contract with the Potential Replacement Customer, we will inform you in writing and this Contract will be cancelled and terminated with no penalty or termination fee charge to you on a date we choose in the same calendar month as your desired cancellation date (except as described in **Delays and Charges** below).

**DELAYS AND CHARGES.** In order for a new customer we select to replace your Buyer's Percentage of Alternative On-bill Credits after you move, or an approved Potential Replacement Customer under contract with us in accordance with the preceding paragraph, to begin receiving allocations of Alternative On-bill Credits under a Replacement Contract, we, as the Host Customer, must adjust and file revised documents naming such new customer or Potential Replacement Customer and his or her utility account as eligible to receive such Alternative On-bill Credits. As we described above, we may only be allowed to revise customer allocations at certain intervals and therefore there may be a delay of as much as six (6) months from the date on which Alternative On-bill Credits cease to be allocated to your old Utility Account and you may not be compensated by the Utility for such Alternative On-bill Credits allocated to your old Utility Account. Despite termination of this Contract under the preceding paragraph, you agree to pay us the total amount due on any Invoice we give to you for the Buyer's Percentage of Alternative On-bill Credits actually allocated to your old Utility Account until the Utility actually ceases allocating Alternative On-bill Credit to you.

#### **TERMINATION OF THIS CONTRACT**

CHANGE IN LAW AND FORCE MAJEURE. In the event a Change in Law or condition of Force Majeure occurs, we shall have the right to terminate this Contract upon written notice to you. Upon termination of this Contract neither you nor we shall have any obligation or financial liability to the other; provided that you shall remain obligated to pay the outstanding amount due under any Invoice issued to you under the Contract relating to the Buyer's Percentage of Alternative On-bill Credits allocated to your Utility Account prior to the date of our written notice of termination to you under this paragraph. A "Change in Law" will occur when any applicable law or regulation is enacted, modified or repealed after the Effective Date that establishes requirements affecting the performance of our obligations under this Contract (including our investment in and operation of the Project) and such Change in Law has a material adverse effect on our cost of performing such obligations or on our ability to finance the Project. A condition of "Force Majeure" (also known as an "Act of God") means any event or circumstance not within the reasonable control of the Seller and which precludes the Seller from carrying out, in whole or in part, its obligations under this Contract. Examples of "Force Majeure" are: hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of the Utility or of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions.

**FAILURE TO MEET CREDIT "SCREENS"**. As noted above, we will be evaluating your credit as part of the application process. Should we screen your credit after execution of this contract and should your credit fail to meet our minimum thresholds and qualifications for this Contract, we may cancel this contract with no obligation on either party by providing notice to you.

# FAILURE TO PROVIDE US WITH CONFIRMATION OF ELECTRIC USAGE AND UTILITY ACCOUNT

**INFORMATION**. Confirmation of your utility usage and account information is a key component for proper allocation of your Buyer's Percentage and for ensuring that Alternative On-bill Credits are allocated to your account correctly and consistently. If you do not provide us with the necessary information and we are unable to confirm your electric utility account information within thirty (30) days of execution of this contract, we may cancel this contract with no obligation on either party by providing notice to you.

**NONPAYMENT AND OTHER DEFAULTS.** You shall be in default of this Contract if you (1) fail to make any payment when due and such failure continues for a period of twenty (20) days after the due date; (2) assign your rights or obligations under this Contract without our prior written consent; (3) make an assignment for the benefit of creditors, admit in writing your insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity; (4) provide us with false or misleading financial or other information; or (5) fail to perform your material obligations under this Contract and such failure continues for a period of ten days after you receive written notice from us. For the avoidance of doubt, you shall not be in default of this Contract in the event of your death or your permanent transition to an elderly care, assisted living or other long-term care facility; in these instances, the Contract shall terminate with no obligation to you or your successors.

**TERMINATION BECAUSE YOU MOVE WITHOUT NOTIFYING US.** If you shut off or terminate your Utility Account, or if you sell and/or move out of your home, terminate your lease, or otherwise relocate your residence, and you do not provide the prior written notice to us required under **CHANGING YOUR RESIDENCE WITHIN THE SAME SERVICE TERRITORY** or under **CHANGING YOUR RESIDENCE OUTSIDE YOUR ORIGINAL SERVICE TERRITORY**, you shall be in default of this Contract. In addition to our right to terminate this Contract and to report any payment delinquencies to credit reporting agencies pertaining to your default, we shall have the right to demand from you in writing and receive from you within thirty (30) days after the date of our written demand a termination amount equal to \$275. (the "Early Termination Amount"). You acknowledge and agree that actual damages to us in the event of your default under this paragraph will be difficult to calculate and that the Early Termination Amount set forth above is not a penalty but represents a fair and reasonable estimate of our damages.

**TERMINATION BECAUSE OF YOUR DEFAULT**. We may terminate this Contract in the event you are in default. If we exercise our right to terminate this Contract, we shall have the right to (1) charge and collect from you the Early Termination Amount (if your default occurred due to the circumstances described in the preceding paragraph); (2) receive payment from you or otherwise recover from you any amounts owed to us under this Contract prior to or after such termination, plus interest; and (3) file revised documentation with the Utility that terminates the allocation of Alternative On-bill Credits to your Utility Account. Alternatively, at our option and in lieu of such termination, we may seek to enforce this Contract against you and recover damages for your breach, using all remedies available to us under this Contract or by law or in equity.

**NEGATIVE CREDIT REPORTING**. If you are in default under this this Contract because you have not paid us undisputed amounts when due and such failure continues for a period of twenty (20) days, we may report such delinquencies to credit reporting agencies.

# **Assignment of this contract**

**ASSIGNMENT**. You may not assign this Contract without our prior written consent, which we may not unreasonably withhold or delay. We may, without your consent, (1) assign, mortgage, or collaterally assign our interests in this Contract to any lender or similar person providing financing for our Project, our business or our affiliate's projects or business, (2) assign this Contract to our affiliate, or (3) assign this Contract to any party that purchases the Project. Upon our delivery to you of written notice of an assignment under (2) or (3), you will have released us of all of our obligations and liabilities under this Agreement from and after the date of such notice.

# **RESOLUTION OF DISPUTES**

USE OF ARBITRATION INSTEAD OF THE COURTS. PLEASE READ THIS PARAGRAPH VERY CAREFULLY BECAUSE ALL DISPUTES BETWEEN US UNDER THIS CONTRACT WILL BE RESOLVED IN THE MANNER DESCRIBED BELOW. ARBITRATION REPLACES OUR RIGHT AND YOUR RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

**MASSACHUSETTS LAW GOVERNS THIS CONTRACT.** The laws of Commonwealth of Massachusetts shall govern this Contract without giving effect to conflict of laws principles.

**JAMS STREAMLINED ARBITRATION**. You and we agree that any dispute, claim or disagreement between you and us arising under this Contract (a "<u>Dispute</u>") shall be resolved exclusively by arbitration conducted in Boston Massachusetts. This arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules by a single neutral arbitrator agreed on by you and us within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either you or we may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at <u>www.jamsadr.com</u>. The arbitration shall be held in the location that is most convenient to your home. If a JAMS office does not exist within fifty (50) miles of your home, then we will use another accredited arbitration provider with offices close to your home. **FEES AND COSTS**. If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee, Seller will pay any filing fees in excess of \$125, and we will each pay half of all of the arbitration fees and costs. If Seller initiates the arbitration, Seller will pay all of the filing fees, and we will each pay half of all of the arbitration fees and costs. In either case, we will each bear all of our own attorney's fees and costs, except that the arbitrator may (but is not required) to allow the prevailing party in any arbitration to recover its share of the arbitration fees and costs, as well as its reasonable attorney's fees and costs.

**ONLY DISPUTES BETWEEN YOU AND US ARE ALLOWED.** Only Disputes involving Buyer and Seller may be addressed in the arbitration. All disputes must be brought in the name of an individual person (as the Buyer) or by the Seller (as an entity) and must proceed on an individual (non-class, non-representative) basis.

**FINAL ARBITRATION AWARD**. The arbitrator has the authority to award any legal or equitable remedy or relief that a court could order or grant under this Contract. The arbitrator, however, is not authorized to change or alter the terms of this Contract or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

WAIVER OF RIGHT TO GO TO COURT. BECAUSE ALL DISPUTES UNDER THIS CONTRACT ARE REQUIRED TO BE RESOLVED BY ARBITRATION, NEITHER PARTY HAS THE RIGHT TO LITIGATE A DISPUTE IN COURT, TO HAVE A JURY TRIAL ON THAT DISPUTE, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.

# GENERAL PROVISIONS

**NOTICES.** All notices under this Contract shall be in writing and shall be by personal delivery, overnight courier, or certified or registered mail, return receipt requested; however if you have successfully registered through our online portal, you and we may use electronic email communications to deliver notices under this Contract.

ACCESS TO THE PROJECT. You will not have access or right of entry to the Project at any time or for any purpose. As stated above, this Contract does not convey any ownership or other rights to you regarding our Project, the energy it produces or any other tangible or intangible property other than allocation of the Buyer's Percentage of Alternative On-bill Credits during the Term in the manner and subject to the limitations described above.

**NO WARRANTIES.** WE BOTH ACKNOWLEDGE AND AGREE THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY, OUTPUT OR PERFORMANCE OF THE PROJECT OR THE ALTERNATIVE ON-BILL CREDITS DESCRIBED IN THIS CONTRACT, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED BY EACH OF US AND WAIVED BY THE EACH OF US.

LIMITATION ON TYPES OF DAMAGES. NEITHER SELLER NOR BUYER SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM A BREACH OF THE PROVISIONS OF THIS CONTRACT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

**THIS CONTRACT IS OUR ENTIRE AGREEMENT**. This Contract contains our entire agreement regarding the Project and the sale and purchase of Alternative On-bill Credits generated by the Project. There are no other contracts, agreements or documents between the Buyer and Seller, either written or oral, regarding the Project and the sale and purchase of Alternative On-bill Credits generated by the Project. You agree that all promotion materials, forms, projections, advertising and disclosures to you prior to the Effective Date, whether in writing or made orally, have no force and effect between us and are completely replaced in all respects by this Contract. Any change to this Contract must be in writing and signed by both Buyer and Seller. If any portion

# Syncarpha Community Solar Alternative On-Bill Credit Agreement PROPRIETARY AND CONFIDENTIAL of this Contract is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

### YOUR RIGHT TO CANCEL RIGHT AFTER SIGNING

Under Massachusetts Law, you may cancel this Contract provided you notify the seller in writing at its main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement. See Attachment B (Notice of Cancellation) for instructions regarding this right of cancellation.

## SIGNATURES AND ACKNOWLEDGEMENT

I have read this Contract and the Attachments in their entirety and I acknowledge that I have received a complete copy of this Contract and the Attachments.

Buyer's Name: [Type]			
Signature:			
Date:			
Seller			
Syncarpha	CF II, LLC		
Signature:			
Title			
Date:			

Note: as provided above, our execution of this Contract is conditional upon your meeting the minimum credit score requirements of this Project and confirmation of your past utility usage and account information. We may terminate this agreement with no obligation to either party if you fail to meet our minimum credit score requirements or if we are unable to verify your electric usage and account information.

# Syncarpha Community Solar Alternative On-Bill Credit Agreement PROPRIETARY AND CONFIDENTIAL

# Attachment A

# ADJUSTMENTS TO BUYER'S PERCENTAGE

Buyer's Percentage Adjustments	<b>Onboarding Analysis.</b> We will need to review and confirm your previous year's utility bills as part of our onboarding process.
- During Customer Onboarding:	Opportunity for More Credits. If our onboarding analysis of your utility bills shows that you could take a greater amount of Alternative On-bill Credits, we will notify you and you may elect to increase your Subscription Size. Your Baseline will also be updated. Initial Over-Allocation of Credits. If our analysis shows that your Subscription Size is too high, we will notify you and will adjust it downward to reflect that amount, as well as adjusting your Baseline.
Buyer's Percentage Adjustments – During Project Operation:	<b>Your Option to Change Your Allocation.</b> During the Term, you may elect to increase or decrease your Buyer's Percentage relative to your Initial Buyer's Percentage with at least six (6) months' notice to us. Such increases or decreases are subject to our approval and advance confirmation that sufficient Project capacity is available (for increases) or that other customers are sufficiently increasing their allocations or new customers are already available to fully offset requested decreases, as Massachusetts regulations require that the Project remain fully allocated.
	<b>Our Option to Change Your Allocation.</b> If, over a given six (6) month period, our analysis shows that your utility bill averages at least 110% of your Baseline, we may, at our option, adjust your Buyer's Percentage upward. We will notify you of our proposed changes and the then-current Alternative On- bill Credit price, and you may opt-out of this increase within 30 calendar days. In cases where your Buyer's Percentage has been modified, we will confirm the adjustment and such
	amount shall become your new Buyer's Percentage. You may request a return to your Initial Buyer's Percentage by providing us with six (6) months' notice; and, if we have increased your Buyer's Percentage, we may return to your Initial Buyer's Percentage with six (6) months' notice.

#### Syncarpha Community Solar Alternative On-Bill Credit Agreement PROPRIETARY AND CONFIDENTIAL

#### ATTACHMENT B – NOTICE OF CANCELLATION (COPY 1)

DATE OF TRANSACTION:

YOU MAY CANCEL THIS CONTRACT, WITHOUT PENALTY OR OBLIGATION, IF IT HAS BEEN SIGNED BY A PARTY HERETO AT A PLACE OTHER THAN AN ADDRESS OF THE SELLER, WHICH MAY BE ITS MAIN OFFICE OR BRANCH THEREOF, PROVIDED YOU NOTIFY THE SELLER IN WRITING WITHIN THREE DAYS FROM THE ABOVE DATE.

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

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

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY 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 THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

PLEASE DO NOT HESITATE TO CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT AFTER SIGNING. YOU MAY REACH US BY PHONE ON **888-55-SOLAR** OR BY ELECTRONIC MAIL AT COMMUNITYSOLAR@SYNCARPHA.COM.

IF YOU STILL WISH TO CANCEL THIS AGREEMENT IN ACCORDANCE WITH THE TERMS PROVIDED ABOVE, PLEASE <u>MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS</u> <u>CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO</u> SYNCARPHA CF II, LLC <u>AT 250 WEST 57<sup>th</sup> STREET, SUITE 701, NEW YORK, NY 10107,</u> <u>ATTENTION: COMMUNITY SOLAR, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS</u> DAY FOLLOWING THE SIGNING OF THIS AGREEMENT.

I,\_\_\_\_\_, HEREBY CANCEL MY COMMUNITY SOLAR CONTRACTWITH SYNCARPHA CF II, LLC.

I AM PROVIDING THIS NOTICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT.

SIGNED:

NAME:

DATE:

**PLEASE CHECK HERE IF YOU DO NOT WISH TO BE CONTACTED ABOUT CANCELLATION.** Page 10 of 21

## NOTICE OF CANCELLATION (COPY 2)

DATE OF TRANSACTION:

YOU MAY CANCEL THIS CONTRACT, WITHOUT PENALTY OR OBLIGATION, IF IT HAS BEEN SIGNED BY A PARTY HERETO AT A PLACE OTHER THAN AN ADDRESS OF THE SELLER, WHICH MAY BE ITS MAIN OFFICE OR BRANCH THEREOF, PROVIDED YOU NOTIFY THE SELLER IN WRITING WITHIN THREE DAYS FROM THE ABOVE DATE.

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

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

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY 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 THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

PLEASE DO NOT HESITATE TO CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT AFTER SIGNING. YOU MAY REACH US BY PHONE ON **888-55-SOLAR** OR BY ELECTRONIC MAIL AT COMMUNITYSOLAR@SYNCARPHA.COM.

IF YOU STILL WISH TO CANCEL THIS AGREEMENT IN ACCORDANCE WITH THE TERMS PROVIDED ABOVE, PLEASE <u>MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS</u> <u>CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO</u> SYNCARPHA CF II, LLC <u>AT 250 WEST 57<sup>th</sup> Street, Suite 701, New York, NY 10107,</u> <u>ATTENTION: COMMUNITY SOLAR, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS</u> DAY FOLLOWING THE SIGNING OF THIS AGREEMENT.

I,\_\_\_\_\_, HEREBY CANCEL MY COMMUNITY SOLAR CONTRACTWITH SYNCARPHA CF II, LLC.

I AM PROVIDING THIS NOTICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT.

**SIGNED:** 

NAME: DATE:

# ATTACHMENT C

#### AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM CHECKING

By signing this form, you authorize Syncarpha CF II, LLC or one of our affiliates (collectively, "Syncarpha") to initiate electronic ACH debits to the bank account designated below.

The ACH debits will be made on the 15th of each month, or on the next business day, in an amount equal to the total amount due as identified on the applicable monthly Invoice. You agree that no prior-notification will be provided if the total payment is under \$250. If the amount due is more than that amount, or the payment date changes, you will receive notice from us at least 10 days prior to the payment being collected.

You understand that this authorization will remain in full force and effect until you notify Syncarpha CF II, LLC or one of our affiliates by e-mail at

communitysolar@syncarpha.com, or by mail at

250 West 57<sup>th</sup> Street, Suite 701, New York, NY 10107, attention: Community Solar

that you wish to revoke this authorization. You understand that Syncarpha requires at least 7 days prior notice in order to cancel this authorization.

#### Please complete the information below:

Name:		
Address		-
City, State, Zip		
[		
Name on Account:		
Bank Name:		
Bank Account Number:		
Bank Routing #:		
SIGNATURE	DATE	
NAME		