

New Jersey Community Solar Disclosure Form

Document Overview: This document is designed to help you understand the terms of your community solar contract. This document is **not your contract**. Read this document and your contract carefully so that you fully understand your community solar contract. Please consult an attorney if you have any questions. Complaints should be addressed first to your community solar provider and, if the issue remains unresolved, to the Board of Public Utilities.

CUSTOMER INFORMATION		COMMUNITY SOLAR PROVIDER INFORMATION	
Customer Name:	Company/Provider Name: (an affiliate of Solar Landscape)		
Address:	Address: 601 Bangs Ave., Ste. 3		
City, State, Zip:	City, State, Zip: Asbury Park, NJ 07712		
Phone:	Phone: (844) 765-2769		
Email:	Email: subscriber@solarlandscape.com		
EDC electric service territory:	Website: www.solarlandscape.com		
SUBSCRIPTION INFORMATION			Reference Page or Section
Subscription Size	Monthly Subscription Size (as defined in your Community Solar Subscription Contract, or "Contract") will be up to 90% of the kWh you used in the same month of the preceding calendar year (or more if additional capacity becomes available). This subscription represents approximately 90% of your annual historic electricity usage over the last 12 months (however, actual allocation may be more or less than this estimated amount).		Section 7; Section 8
Subscription Model	Each month, your electric utility bill will be reduced by a credit equal to the net amount of savings to which you are entitled via your Subscription (as defined in your Contract). Through the current billing model ("Consolidated Billing"), you will receive your electric utility bill with discounted Bill Credits (as defined in your Contract) for the solar electricity production, reducing the amount you owe to your utility company. These Bill Credits will provide savings of % (as defined in your contract).		Section 1; Section 6
Prices and Fees	There are no fees to enroll or to cancel and no hidden fees.		Section 5
Payment Details	With Consolidated Billing, your electric utility company will issue your electric bill, which will include the discounted Bill Credit value. No additional invoices will be sent from the Provider.		Section 6; Exhibit 2
Penalties	There are no penalties for cancelling your subscription at any time.		Section 6
Benefits	<p>The following are estimates assuming a subscription of 7,500 kWh of community solar electricity per year and an average electricity price for the Bill Credit of \$ //kWh.</p> <p>Estimated Usage, Pricing, and Bill Credit Value:</p> <ul style="list-style-type: none"> Estimated annual kWh received: 7,500 kWh Estimated average electricity price for Bill Credit: Estimated annual credit value (\$): <p>Estimated Savings for % Discount:</p> <ul style="list-style-type: none"> Estimated annual savings (in \$): Estimated savings over twenty (20) years (in \$): 		Section 3; Exhibit 2
Guarantees or Fixed Savings	Customers will save % off the retail value of the supplied electricity (i.e., the "Bill Credit" that will be set forth on your electric utility bill).		Section 3
Contract Term	This contract is effective on the date that you sign the contract. This is a month-to-month contract that you can cancel at any time without penalty. If the contract is never cancelled, it will expire twenty years after the community solar System reaches commercial operation.		Section 9

	We will notify you within thirty days of when the solar System reaches commercial operation.	
Contract Renewal	This contract will automatically renew monthly until it is cancelled or until it expires.	Section 9
Early Termination or Cancellation	No early termination or cancellation fees apply. You may cancel the contract for any reason without penalty by notifying Provider via email. Following your cancellation notice, Provider will promptly direct your electric utility company to cease allocating Bill Credits from the solar System to you. However, there may be a delay in your electric utility company implementing cancellation, which could result in your Bill Credits being applied several months after cancellation. Solar Landscape may cancel the contract at any time without penalty by providing written notice to you.	Section 12
Right to Cancel Without Penalty	In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty within seven (7) calendar days of signing the contract by contacting Solar Landscape at subscriber@solarlandscape.com .	Section 12
Data Sharing and Privacy Policy	Solar Landscape values and takes reasonable steps to protect your privacy. Our Privacy Policies are available at https://solarlandscape.com/privacy-policy/	Section 20
Other Important Terms	N/A	
SYSTEM INFORMATION		
Community Solar Project Name:		
Project Location		
Commercial Operation Date		
Complaints and Grievances		
If you have any questions or concerns, you should contact your community solar provider. If the issue remains unresolved, please contact the Board of Public Utilities by calling +1 (866) 657-6278 or sending an email to NJREinfo@NJCleanEnergy.com .		

*Signatures Page Follows
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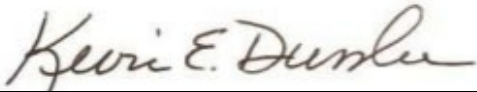
Signature Page

I, _____, hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the full subscription contract, as it may contain provisions not included in this Disclosure Form.

Customer Signature

Date

I, Kevin Dunshee (authorized signatory for Solar Landscape) hereby certify that the above information is accurate. I will, within two (2) days after signing, provide a copy of the signed contract and this disclosure statement to the customer.



Signature from Solar Landscape Official or Representative

Date

Residential Subscription Contract

New Jersey Community Solar Program

Thank you for supporting community solar energy in New Jersey!

The attached Community Solar Subscription Contract provides you with a simple way to save money by supporting a local community solar project. There will be no change in the quality or reliability of your electric utility service, and no installation is required at your property.¹

Summary of key details:

- ***You will receive net Bill Credits for solar electricity production that serve to reduce your electricity bill.*** You will receive net Bill Credits for solar electricity production that will be applied to your utility bill, reducing the amount you owe to your utility company. These Bill Credits will provide savings of **no less than** %, though you may receive a higher discount if you signed up through a qualifying promotional code or URL. There are no fees or charges associated with your subscription.
- ***There will be no change in the quality or reliability of your utility electric service.*** No utility electric charges are included in this Contract, and no installation is required at your property.
- ***You may cancel this Contract without penalty at any time.***
- ***A Solar Landscape company owns the community solar system to which you are subscribing.*** Provider is not affiliated with, endorsed by, or otherwise acting on behalf of, any utility company, any consumer group, or any governmental body, and Provider's community solar activities are not subject to the same regulation and oversight as a public utility.²

Once again, thanks for supporting your community's smart and sustainable environmental programs. We are thrilled to have you as a community solar subscriber and look forward to providing you with savings and an excellent renewable energy customer experience.

Sincerely,

, a Solar Landscape Company

601 Bangs Avenue, Suite 301, Asbury Park, NJ 07712
844.765.2769 | www.solarlandscape.com

¹ By participating in this Program, you are supporting renewable energy development but are not purchasing renewable energy. The energy generated by the project does not go directly to your home, but instead is fed into the power grid.

² For more information about community solar, visit NJCleanEnergy.com/COMMUNITYSOLAR.

COMMUNITY SOLAR SUBSCRIPTION CONTRACT

By signing the New Jersey Community Solar Disclosure Form ("**Disclosure Form**") to which this Community Solar Subscription Contract ("**Contract**") is attached, the customer named in the Disclosure Form (the "**Customer**") and **Solar Landscape** (as defined in the Disclosure Form) (each a "**Party**" and collectively the "**Parties**") agree to the terms and conditions stated in this Contract. This Contract is effective as of the date of as of the latter date signed by both the Customer and Solar Landscape (the "**Effective Date**"). Pursuant to this Contract, Customer hereby subscribes for Bill Credits (defined below) produced by Solar Landscape's solar electric generating facility identified in the "System Information" section of the Disclosure Form (the "**System**"), which is participating in New Jersey's Community Solar Energy Pilot Program ("**Community Solar**"). **Provider** is an affiliate of Solar Landscape (as defined in the Disclosure Form) that manages Solar Landscape's Community Solar subscriptions.

1. Summary. The System—a large solar facility located in Customer's electric service territory – will generate electricity that will be transmitted into the electric grid. On a monthly basis, Provider will direct the Customer's electric utility company ("**Utility Company**") to allocate a portion of that solar electricity's value to Customer. This allocation will translate into a "**Bill Credit**" that appears on and reduces Customer's electric utility bill by a net savings of _____%, as outlined in this Contract. The Provider's role is limited to managing and providing these Bill Credits, which are applied by the Utility Company. Customer may qualify for a higher percentage discount (and thus more savings) if Customer signed up through a qualifying promotional code or URL.

2. Bill Credits. By law, (a) the value of the Bill Credit shall be set at the retail electricity rate, inclusive of supply and delivery charges; and (b) the Bill Credit shall not be applied to so-called non-by-passable charges. Accordingly, the Bill Credit accounts for only a portion of Customer's entire electricity bill, and Customer's Utility Company will specifically identify the Bill Credit in a separate line on Customer's monthly bill, which will continue to be issued by the Utility Company. Customer's Utility Company may state the Bill Credit as either a dollar amount or a kWh amount. The balance of unused Bill Credits remaining on Customer's utility bill at the anniversary of Customer's first community solar bill credits will expire on that anniversary.

3. Estimated Savings. The savings estimates set forth in the "Benefits" section of the Disclosure Form are estimates based upon the assumptions set forth therein. Customer's actual savings may be greater than, less than, or equal to those estimated amounts. However, in any event, Customer will receive a net Bill Credit reflecting _____% savings off the retail value of the electricity (i.e., the Bill Credit) supplied pursuant to this Contract. The estimated monetary value of the Credits and sample bills can be obtained via the links provided within this agreement's Exhibit 2.

4. Expected Start Date. The System is expected to commence operation by the Commercial Operation Date set forth in the "System Information" section of the Disclosure Form, but this is an estimate subject to change. Solar Landscape will notify Customer when the System's definitive start date is known. Customer will not receive any Bill Credits until after the System has commenced operation.

5. Payment Amount. There are no fees to enroll or to cancel and no hidden fees.

6. Billing/Payment Procedure.

"**Consolidated Billing**" means a form of billing whereby the Bill Credits from Provider are reflected on the Customer's electric utility bill, reducing the total amount due to the Utility Company. Consolidated Billing has been implemented with your Utility Company, which

means that the Customer will not receive a separate invoice from Provider; instead, the Bill Credits will be applied to reduce the amount owed to the Utility Company. In the event of changes in applicable law or if the Utility Company fails to comply with applicable laws, Solar Landscape reserves the right to alter the billing method and charge the Customer directly to recover its costs.

7. Subscription.

- a. Customer's monthly Community Solar allocation ("**Subscription**") will be measured in kilowatt hours ("**kWh**") and will be up to 90% of the kWh used by Customer in the same month of the preceding calendar year, or more if additional capacity becomes available (the "**Subscription Size**").
- b. Solar Landscape will obtain Customer's historic electricity usage data from Utility Company, and Customer hereby agrees that Utility Company can share such information with Solar Landscape (including, for avoidance of doubt, with any subcontractor, affiliate, and/or agent of Solar Landscape).
- c. To facilitate the Subscription, Customer agrees to receive Subscription-related communications from Solar Landscape (or any affiliate thereof). Customer also agrees to receive promotional communications from Solar Landscape (or any affiliates thereof). Such communications may include e-mail and text messages, phone calls, and push notifications. Customer agrees that any such communications may be generated by automated systems and be recorded for quality and compliance purposes. Appropriate opt-out instructions shall be provided within any such promotional communications.

8. Variance in Subscription Size. If at any time the System has or is projected to have excess/unallocated kWh, Solar Landscape may decide to increase Customer's Subscription Size (which would entail more savings for Customer). Similarly, if at any time Provider has accumulated unassigned Bill Credits with Utility Company (due to producing more electricity than was allocated to customers), Solar Landscape may decide to assign any such Bill Credits to Customer (which would also entail more savings for Customer). Conversely, if at any time the System's capacity to produce electricity is reduced or eliminated (for example, in the event of damage caused by a natural disaster), Solar Landscape may reduce Customer's Subscription Size accordingly. Solar Landscape may also reallocate Customer to a different solar electric generating facility participating in the Community Solar Program (in which case such different solar electric generating facility will become the "System" and the owner of such different solar electric generating facility will become the "Provider" under the terms of this Contract). Customer agrees that Solar Landscape may make the specific adjustments set forth in this Section without needing further consent from Customer, provided that such adjustments do not change any material terms of this Contract.

9. Duration.

- a. This Contract is effective on the Effective Date. This is a month-to-month Contract that is effective on the Effective Date and that will automatically renew each month until (i) cancellation by either Party or (ii) if neither Party cancels this Contract, twenty (20) years after commencement of the System's commercial operation (the "**Term**"). This Contract can be cancelled at any time without penalty.
- b. Customer will be notified within thirty (30) days of when the System reaches commercial operation.
- c. Customer may retain and transfer the Subscription to another metered electricity account

with no fee (or at least a downsized version of the Subscription relative to the Customer's new Subscription size) if the Customer changes address for utility service within the same utility service territory, and within the same geographic area in which the System has been approved by the New Jersey Board of Public Utilities ("NJBPU") to sell Bill Credits, provided Solar Landscape determines in its sole discretion that such address is eligible to receive Credits from the System.

10. Additional Benefits for Qualifying Customers. Customer will receive priority access to community solar project if Customer provides during the enrollment process the requested information/documentation that is required by the NJBPU to verify that Customer has "low income" or "moderate income," as defined by the NJBPU. By signing this Contract, Customer certifies that all information/documentation provided by Customer during the enrollment process is accurate.

11. Customer Support. Solar Landscape may change any subcontractor providing customer support at any time. Provider can assist with the resolution of most Subscription, System, billing, and Solar Landscape-related questions or concerns that Customer may have. For any such assistance, Customer can email Provider's customer support center at subscriber@solarlandscape.com, or call Solar Landscape's customer support center at (844) 765-2769.

12. Cancellation.

- a. Customer may cancel this Contract for any reason with no penalty by so notifying Solar Landscape via email at subscriber@solarlandscape.com. Following Customer's cancellation notice, Solar Landscape will promptly direct Utility Company to cease allocating Bill Credits from the System to Customer. However, Customer may continue to receive Bill Credits after cancellation (for example, owing to a lag by Utility Company).
- b. Solar Landscape may cancel this Contract at any time without penalty by providing written notice to Customer.

13. Outage. If the System is out of service for more than three (3) consecutive business days (an "Outage"), Solar Landscape will inform Customer of such Outage either via email or another reasonably accessible communication method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to the Outage. Customer agrees that Solar Landscape will not be liable for any lost/missed/reduced Bill Credits attributable to an Outage. To be clear, an Outage will not affect the electricity service to Customer's home.

14. Solar Incentives; Environmental Attributes. Customer agrees that Customer has no right or Claim to Solar Incentives or Environmental Attributes related in any way to the System. "**Solar Incentives**" means, without limitation, any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "**Environmental Attributes**" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

15. Assignment. Customer agrees that Solar Landscape may assign and/or transfer any of their rights and/or obligations under this Contract to any third parties without needing any further consent from Customer, provided that no such assignment or transfer affects any material terms of this Contract. Customer may not sell or transfer its Subscription or this Contract to any third party.

16. Indemnification. Customer shall indemnify, defend (at Customer's own cost) and hold Solar Landscape and Solar Landscape's affiliates harmless from and against any/all Claims (as defined in Section 19), losses, liabilities, damages, and expenses, including reasonable attorney's fees and costs,

based on or arising out of actual loss, actual damage, or actual injury, or alleged loss, alleged damage, or alleged injury, to Customer, to persons, to entities, and/or to property, caused by or sustained in connection with any of Customer's independent acts and/or omissions, and/or as caused by or sustained in connection with any of Customer electricity account utility's independent acts and/or omissions that affect Customer, and/or as may be caused by or sustained in connection with any conditions created by the same. The indemnification obligations in this Section represent material terms of this Contract and the Customer agrees and understands that such obligations shall survive the termination of this Contract indefinitely.

17. Limitation of Liability. In no event shall Solar Landscape be liable for damages under this Contract that exceed an amount equal to three (3) months of the average invoice to Customer under this Contract.

18. Governing Law. This Contract shall be governed by, interpreted, and construed in accordance with, the laws of the State where the System is located, without giving effect to any choice of laws principles that would require the application of the laws of a different state, provided that the enforcement of this Contract's Arbitration Provisions shall be governed by federal law.

19. Arbitration Provisions.

- a. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING WITH RESPECT TO SOLAR LANDSCAPE (OR ANY AFFILIATE THEREOF), PROVIDER AND CUSTOMER. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS CONTRACT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN RELATED DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS STREAMLINED RULES AND PROCEDURES.
- b. Because of the delay and expense typically associated with the use of the State and Federal court systems, the Parties agree to exclusively submit to final and binding arbitration any/all Disputes before JAMS, in the JAMS arbitration office located closest in mileage to Customer's principal place of residence/business, before a single arbitrator, such arbitration proceedings to be administered pursuant to, and governed in accordance with, the then current JAMS Streamlined Arbitration Rules and Procedures. See <https://www.jamsadr.com/rules-streamlined-arbitration/>.
- c. Either Party may initiate the arbitration process by filing the necessary forms with JAMS. Payment of all filing, administration, and arbitrator fees shall be governed by the JAMS applicable rules.
- d. Unless the Parties agree otherwise, the arbitration will be administered by JAMS via a single neutral arbitrator agreed upon by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.
- e. The arbitrator will issue a decision or award in writing stating the essential findings of fact and conclusions of law. Judgment on the decision/award by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have 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 the transaction evinced by this Contract. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties.

- f. The arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all Claims asserted, then the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, except as necessary to enforce the award.
- g. **CLASS ACTION AND CLASS ARBITRATION WAIVER.** ONLY DISPUTES INVOLVING CUSTOMER AND SOLAR LANDSCAPE (OR ANY AFFILIATE THEREOF) FOR THIS CONTRACT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL BASIS (NON-CLASS, NON-REPRESENTATIVE). The Parties agree that any arbitration shall only be conducted on an individual basis and that if it is determined, despite the clear and unambiguous intent of the Parties as stated in this Contract, to permit arbitration other than on an individual basis, such arbitration will immediately be terminated and neither party will be under any obligation to continue in such arbitration. In the case of such termination, or if the arbitration clause is deemed inapplicable or invalid, or otherwise is deemed to allow for litigation of disputes in court, the Parties both waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class or consolidated basis or in a representative capacity.
- h. The Arbitration Provisions of this Contract are governed by the Federal Arbitration Act ("**FAA**"). The arbitrator must apply substantive law consistent with the FAA. The Parties acknowledge that this Contract evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement, and proceedings pursuant to these Arbitration Provisions and this Contract. These Arbitration Provisions shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- i. **RIGHT TO OPT OUT.** Customer may choose to opt out of these Arbitration Provisions by sending Solar Landscape a written opt-out notice within forty-five (45) days of the Effective Date of this Contract. The notice must be sent to the email address specified in Section 21. Customer's opt-out notice must include Customer's name, address, and a statement that Customer wishes to opt out of the Arbitration Provisions, and must not be sent with any other correspondence. Customer's decision to opt out of these Arbitration Provisions will not affect Customer's other rights or responsibilities under this Contract and applies only to these Arbitration Provisions.
- j. "**Disputes**" means any/all disagreements or controversies between the Parties involving Claims arising out of or relating to this Contract, including, without limitation, disagreements or controversies regarding Claims as to the validity, interpretation, performance, breach and/or enforcement of this Contract, the business relationship by and between the Parties, and/or the determination of the scope or applicability of this agreement to arbitrate. The definition of the term Disputes is intended by the Parties to be construed in the broadest possible manner. Any Disputes shall be subject to the

limitations of liability described in Section 17.

- k. **"Claims"** means any/all claims, counterclaims, defenses, demands, class actions, causes of action, judgments, orders and decrees, and all other claims of every kind and nature in law, equity, arbitration, administrative action, or other forum, whether arising under department, regulatory, agency, local, state, federal, international or other law, rule and/or regulation, of whatever nature or character, whether absolute or contingent, direct or indirect, known or unknown, existing prior to, as of, and/or after the Effective Date of this Contract. The definition of the term Claims is intended by the Parties to be construed in the broadest possible manner.
- l. If any term(s) of these Arbitration Provisions, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void, or unenforceable for any reason, then that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term(s). The Class Action and Class Arbitration Waivers are non-severable and if it is deemed or found to be invalid, void, or unenforceable for any reason, then this entire Arbitration Provisions Section 19 shall be null and void.

20. Privacy Policy. The Privacy Policy of Solar Landscape is available at <https://solarlandscape.com/privacy-policy/>.

21. Notices.

- a. Any notices delivered pursuant to this Contract shall be made in writing by personal delivery, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and shall be deemed received upon delivery.
- b. Notices to Solar Landscape shall be delivered to the email addresses and/or physical addresses set forth in the Disclosure Form or to such other address as may subsequently be specified in writing. Notices to Customer shall be delivered to the email address and/or physical address of Customer set forth in the Disclosure Form or to such other address as may subsequently be specified in writing.
- c. Solar Landscape can assist with the resolution of many subscription- and System- related questions and/or concerns that Customer may have. However, if Solar Landscape is unable to assist in this regard, then Customer should contact the NJBPU's Clean Energy Program by calling +1 (866) 657-6278 or emailing NJREinfo@NJCleanEnergy.com.

22. Further Requirements of New Jersey's Community Solar Law. The law implementing New Jersey's Community Solar Energy Program requires the following disclosures:

- a. Utility Company rates and projected savings are subject to change.
- b. The Board does not regulate the price of community solar subscriptions, nor does it guarantee projected savings beyond the project's guaranteed minimum bill discount or the savings indicated in the project's application form.

23. Miscellaneous. Customer hereby agrees that: (i) Customer is eighteen (18) years of age or older and has the authority to enter into this Contract; (ii) the information provided by Customer on the Disclosure Form and in the enrollment process is accurate; (iii) Customer is not already subscribed to another Community Solar project, and Customer will not subscribe to another Community Solar project for as long as this Contract is in effect; (iv) Customer has read and agrees to the Terms & Conditions available at www.solarlandscape.com/privacy-policy/ (the **"Terms & Conditions"**); and (v) the Terms & Conditions may be amended from time-to-time and that such amendments shall become effective and binding immediately upon notice to Customer, provided that such amendments do not

change any material terms of this Contract.

24. Entire Contract. This Contract (including the Disclosure Form and the Terms & Conditions) contains the entire agreement between the Parties regarding the Subscription for Community Solar Bill Credits. There are no other agreements regarding the substance of this Contract, either written or oral. Except as may be set forth otherwise herein, any change to this Contract must be in writing and signed by both Parties. If any portion 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.

***** END OF CONTRACT *****

Signatures Page and Exhibit(s) Follow

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EXHIBIT 1

The completed New Jersey Community Solar Disclosure Form presented to the Customer prior to the first page of this Contract is incorporated herein as this Exhibit 1. Visit njcleanenergy.com/COMMUNITYSOLAR and click "Community Solar Customer Disclosure Form" to download the Form.

EXHIBIT 2

Visit njcleanenergy.com/COMMUNITYSOLAR and click “Community Solar Bill Credit Calculations and Sample Bills” to learn more.

Utility Company	Good Faith Estimate of the Subscription Payment
Atlantic City Electric	Bill Credit Calculation Sample Bills: Residential Service Monthly General Service Secondary
JCP&L	Bill Credit Calculation Sample Bills: Residential Service General Service Secondary General Service Transmission General Service Primary
PSE&G	Bill Credit Calculation Sample Bills: Residential Commercial
Rockland Electric Company	Bill Credit Calculation Sample Bills: Residential Service Residential Space Heating Residential Time of Day Heating Service Small C&I General Service Secondary Commercial Primary Time of Day Service C&I Private Overhead Lighting Municipal Street Lighting