



New Jersey Community Solar Disclosure Form

Document Overview: This document is designed to help you understand the terms and cost 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

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|---------------------------------------|---|
| Customer Name: | Company Name: <ul style="list-style-type: none"> Solar Landscape Origination LLC (the company managing your subscription) ("Solar Landscape"); and [PROJECT COMPANY] (an affiliate of Solar Landscape that owns the community solar System) ("Seller"). |
| Address (of electricity account): | Address: 522 Cookman Avenue, Unit 3 |
| City, State, Zip: | City, State, Zip: Asbury Park, NJ 07712 |
| Mailing Address (if different): | Phone: 732-456-5656 |
| City, State, Zip: | Email: Signup@GoSolarLandscape.com |
| Phone: | Website: www.GoSolarLandscape.com |
| Email: | Call Center Hours of Operation: |
| EDC electric service territory: PSE&G | M-F: 8:30AM-7:30PM |
| PSE&G account number: | Sat: 9AM-5PM |
| | Sun: 12PM-5PM |

SUBSCRIPTION INFORMATION

Reference
Page or
Section

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| Subscription Size | Monthly Subscription Size 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). | Paragraph 7 |
| Subscription Model | Each month, your PSE&G bill will be reduced by a credit equal to the retail value of the solar System's electricity that is allocated to your account (the "Bill Credit"). You will then be billed by Solar Landscape for the value of the Bill Credit, reduced by a 15% discount (or a 20% discount for qualifying customers who have low or moderate income as defined by the New Jersey Board of Public Utilities). | Paragraph 1 |
| Prices and Fees | There are no fees to enroll or to cancel and no hidden fees. Each month, the price you owe will equal the retail value of the supplied electricity reduced by a 15% discount (or a 20% discount for qualifying low/moderate-income customers). You will also pay any applicable sales tax, credit/debit card fees, late fees, and/or fees for bounced checks or rejected credit/debit card payments. | Paragraph 5 |
| Payment Details | You will be billed monthly, and payments will be due ten (10) days from the date of each bill. You will receive either an electronic invoice (sent to your email address above) or a paper invoice (sent to your U.S. mail address above). You may enroll for automatic payment (via credit or debit card). | Paragraph 6 |
| Penalties | There are no penalties for cancelling your subscription at any time. If you fail to make a payment when it is due and such failure continues for a period of ten (10) days, you may be charged an added fee of one percent (1%) of the overdue balance per month and/or your subscription may be cancelled. You may also be charged a fee for bounced checks or rejected credit/debit card payments. | Paragraph 6 |

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| Benefits | <p><i>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 \$0.158719/kWh.</i></p> <p><u>Estimated Usage, Pricing, and Bill Credit Value:</u></p> <ul style="list-style-type: none"> • Estimated annual kWh received: 7,500 kWh • Estimated average electricity price for Bill Credit: \$0.158719/kWh • Estimated annual credit value (\$): \$1,190.39 <p><u>Estimated Savings for 10% Discount:</u></p> <ul style="list-style-type: none"> • Estimated annual savings (in \$): \$119.04 • Estimated savings over twenty (20) years (in \$): \$2,380.80 <p><u>Estimated Savings for 15% Discount (for qualifying low/moderate-income customers):</u></p> <ul style="list-style-type: none"> • Estimated annual savings (in \$): \$178.56 • Estimated savings over twenty (20) years (in \$): \$3,571.20 | Paragraph 3 |
| Guarantees or Fixed Savings | Customers will save 10% (or 15% for qualifying low/moderate-income customers) off the retail value of the supplied electricity (i.e., the "Bill Credit" that will be set forth on your PSE&G electricity bill). | Paragraph 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. We will notify you within thirty days of when the solar System reaches commercial operation. | Paragraph 9 |
| Contract Renewal | This contract will automatically renew monthly until it is cancelled or until it expires. | Paragraph 9 |
| Early Termination or Cancellation | No early termination or cancellation fees apply. You may cancel the contract for any reason without penalty by so notifying Solar Landscape via email or mail at the addresses above. Following your cancellation notice, Solar Landscape will promptly direct PSE&G to cease allocating Bill Credits from the solar System to you. However, if for any reason you continue to receive Bill Credits after cancellation (for example, owing to a lag by PSE&G), you agree to continue paying Seller for such Bill Credits for up to ninety (90) days after your cancellation notice. You also agree to pay Seller for any Bill Credits received prior to cancellation. Solar Landscape and/or Seller may cancel the contract at any time without penalty by providing written notice to you. | Paragraph 10 |
| 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 calendar days of signing the contract, by contacting your community solar provider: Signup@GoSolarLandscape.com or 732-456-5656 | Paragraph 10 |
| Data Sharing and Privacy Policy | Solar Landscape and Seller value and take reasonable steps to protect your privacy. Our Privacy Policy is available at: https://GoSolarLandscape.com/privacy-policy/ | Paragraph 15 |
| Other Important Terms | N/A | |
| SYSTEM INFORMATION | | |
| Community Solar Project Name: [Name of project] | | |
| Project Location | [City, Zip] | |
| Commercial Operation Date | The estimated commercial operation date is: [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 1-800-624-0241 or submitting a customer complaint form at: https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form . | | |

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 and Seller), 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 Provider Official or Representative

Date

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

By signing the New Jersey Community Solar Disclosure Form (“Disclosure Form”) to which this Community Solar Subscription Agreement (“Contract”) is attached, the customer named in the Disclosure Form (“Customer”) and the Seller (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 Customer’s signature on the Disclosure Form (the “Effective Date”). Pursuant to this Contract, Customer hereby subscribes for Bill Credits (defined below) produced by Seller’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”). Solar Landscape is an affiliate of Seller that manages Seller’s Community Solar subscriptions.

1. Summary. The System—a large solar facility located in Customer’s county or an adjacent county—will generate electricity that will be transmitted into the electric grid. On a monthly basis, Solar Landscape will direct PSE&G 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 PSE&G electricity bill. In exchange for this benefit, Customer will pay Seller a dollar amount equal to the Bill Credit’s value, reduced by a 10% discount (or a 15% discount for qualifying customers pursuant to Paragraph 18 below).

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 PSE&G will specifically identify the Bill Credit in a separate line on Customer’s monthly bill. PSE&G may state the Bill Credit as either a dollar amount or a kWh amount. PSE&G may modify Customer’s monthly billing period as a result of Customer’s Community Solar Subscription, after providing Customer due notice of same.

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 10% savings (or 15% savings for qualifying customers pursuant to Paragraph 18 below) off the retail value of the electricity (i.e., the Bill Credit) supplied pursuant to this Contract.

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. Monthly, Customer will pay Seller an amount equal to the Bill Credit’s value, reduced by a 10% discount (or a 15% discount for qualifying customers pursuant to Paragraph 18 below). Customer will also pay any applicable sales/use tax, credit/debit card fees, late fees, and/or fees for bounced checks or rejected credit/debit card payments.

6. Billing/Payment Procedure & Late Fees. Solar Landscape will bill Customer monthly (either via mail or electronically), and payments will be due ten (10) days from the date of each bill. Customer may elect auto-payment via Customer’s bank account or credit card. Customer agrees to pay a twenty-five dollar (\$25) fee (or such lower amount as required by law) in the event a bank or credit card charge is rejected or a check is returned for insufficient funds. Customer will be in default under this Contract if Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days. If this Contract is in default, Seller may charge an added fee of one percent (1%) of the overdue balance per month and/or Seller may cancel this Contract. Upon any such cancellation for default, Customer will be responsible for paying (a) any outstanding balance and (b) any balance accrued for Bill Credits received by Customer for up to ninety (90) days after cancellation. Customer agrees that Seller and Solar Landscape (including any affiliates or subcontractors) are entitled to process and collect on invoices.

7. Subscription Size. 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 (the "Subscription Size"). Solar Landscape will obtain Customer's historic electricity usage data from PSE&G, and Customer hereby agrees that PSE&G can share such information with Solar Landscape (including, for avoidance of doubt, with any subcontractor, affiliate, and/or agent of Solar Landscape).

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 Seller has accumulated unassigned Bill Credits with PSE&G (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 "Seller" under the terms of this Contract). Customer agrees that Solar Landscape may make the specific adjustments set forth in this paragraph without needing further consent from Customer, provided that such adjustments do not change any material terms of this Contract.

9. Duration. 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 years after commencement of the System's commercial operation. This Contract can be cancelled at any time without penalty. Customer will be notified within thirty days of when the System reaches commercial operation.

10. Cancellation. Customer may cancel this Contract for any reason with no penalty by so notifying Solar Landscape via email or mail. Following Customer's cancellation notice, Solar Landscape will promptly direct PSE&G to cease allocating Bill Credits from the System to Customer. However, if for any reason Customer continues to receive Bill Credits after cancellation (for example, owing to a lag by PSE&G), Customer agrees to continue paying Seller for such Bill Credits for up to ninety (90) days after Customer's cancellation notice, pursuant to the terms of this Contract. Customer also agrees to pay Seller for any Bill Credits received prior to cancellation. The foregoing notwithstanding, if Customer cancels this Contract within seven (7) calendar days of the Effective Date, Customer will not be responsible for any payment to Seller. Solar Landscape and/or Seller may cancel this Contract at any time without penalty by providing written notice to Customer.

11. Outage. If the System is out of service for more than three consecutive business days (an "Outage"), Seller or 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 neither Seller nor Solar Landscape will 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.

12. 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.

13. Assignment. Customer agrees that Seller may assign and/or transfer any of its rights and/or obligations under this Contract to any third party 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.

14. Limitation of Liability. In no event shall either Party or Solar Landscape be liable for damages under this Contract that exceed an amount equal to three months of the average invoice to Customer under this Contract.

15. Governing Law, Dispute Resolution, & Privacy Policy. The laws of New Jersey shall govern this Contract without giving effect to conflict of laws principles. Any disputes arising out of this Contract shall be settled by binding arbitration between the Parties conducted in Monmouth County, New Jersey, or such other location mutually agreeable to the Parties, and in accordance with the AAA Commercial Arbitration Rules in effect on the date that a Party gives notice of its demand for arbitration, subject to the limitation of liability described above in Paragraph 14. Solar Landscape's and Seller's Privacy Policy is available at <https://GoSolarLandscape.com/privacy-policy/>.

16. Notices. 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. Notices to Seller shall be delivered to the email address and/or physical address of Solar Landscape 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.

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

- a. Utility rates and projected savings are subject to change.
- b. The New Jersey Board of Public Utilities ("BPU") does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.
- c. Customer agrees that if PSE&G so requests, Customer will allow PSE&G to install a remote read smart meter purchased and installed at PSE&G's cost.
- d. Customer may not participate in more than one community solar project at a time.

18. Additional Benefits for Qualifying Customers. Customer will receive a discount of fifteen percent (15%) instead of ten percent (10%) off the Bill Credit value if Customer provides during the enrollment process the requested information/documentation that is required by the BPU to verify that Customer has "low income" or "moderate income," as defined by the BPU. By signing this Contract, Customer certifies that all information/documentation provided by Customer during the enrollment process is accurate.

19. 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 <https://www.SolarLandscape.com/terms-and-conditions> (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.

20. Entire Agreement. 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.