



NEW YORK COMMUNITY SOLAR BILL CREDIT PURCHASE AND SALE AGREEMENT

This Community Solar Bill Credit Purchase and Sale Agreement ("Agreement") is made and entered into as of _____ (the "Signature Date"), between Ampion Renewable Energy ("Ampion") and _____ ("You"), each a Party and collectively the Parties.

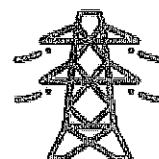
By signing this agreement, you agree to be legally bound to the following terms and conditions for purchasing Bill Credits from a Solar Farm Owner ("Owner"):

1. Assignment of Bill Credit Purchase and Sale Agreement.

- a. You will provide Ampion Renewable Energy with a list of Utility Accounts, each of which will participate in the program contemplated by this Agreement. Your Utility Accounts and account data initially participating hereunder will be provided to Ampion in Exhibit 1.
- b. Upon allocation of your Utility Account(s) as defined in Exhibit 1 to an Owner, this Bill Credit Purchase and Sale Agreement will be assigned to the Owner. You will be notified via email within ten (10) business days of assignment.
- c. Ampion will use commercial good faith efforts to allocate your Utility Account(s) to a Community Solar Farm. Neither Ampion nor Owner guarantees any such allocation.
- d. The Effective Date of this Agreement shall be when this Agreement is assigned to an Owner.

2. Allocation of Community Solar Bill Credits.

- a. To receive Bill Credits under this agreement, you must be and remain a customer of the electric utility at the utility service location. Subject to the foregoing, for each billing period during the term of this agreement, Owner shall allocate Bill Credits associated with Solar Farm production to your utility account(s). Owner makes no representations concerning the exact amount of Bill Credits which will be available during any billing period.
- b. Owner shall have the right to make adjustments to the amount of the Bill Credits allocable to you hereunder in future billing periods.
- c. You authorize Owner to obtain and review your consumption history and billing determinants from your utility and you authorize Owner to obtain and review your consumption history and billing determinants from your utility and you will facilitate access to the Utility Systems as guided by Owner's web enrollment and billing platform. This may include linking of online Utility Accounts, authorizing Utility's release of information or entering one-time access authorization codes. This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain the confidentiality of such information and disclosure is reasonably necessary for the administration of this agreement. This authorization will be effective from the signature date of this agreement until the expiration of the term or earlier termination of this agreement. You may rescind this authorization at any time by terminating this agreement pursuant to Section 6, below. You hereby consent to enrollment in the New





York Public Service Commission's CDG Program, and the utilities' programs for implementation thereof.

- d. If your utility changes or modifies your electric service account for any reason, you shall immediately notify Owner of such change and the extent of the modification, as well as provide to Owner a copy of the written notification from the utility of such change or modification. This agreement shall be null and void upon notice of such change or modification, if such change or modification is deemed to disqualify you by the terms of either the CDG Order or Owner's additional requirements, to qualify for purchasing Bill Credits. Owner reserves the right to terminate this agreement upon notice to you as provided in Section 6.c below if you fail to notify Owner of any changes or modifications to your electric service account. You will forfeit the right to receive Bill Credits between the date of any change or modification to your electric service account and reinstatement of this agreement, if applicable.
- e. In order to be deemed eligible, you may be required to undergo a soft credit inquiry. You authorize Owner and its representatives (including Ampion) to make such credit inquiry, and you authorize Owner and its representatives (including Ampion) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit, but may appear on personal credit reports for up to two (2) years.
- f. If Utility Consolidated Billing (UCB) is available, as an additional benefit to you, Owner may, at their discretion, enroll your account in this program. If this changes your current billing process, Owner will notify you in writing. If UCB is implemented, you will no longer receive a monthly invoice from Ampion. Instead, you will only receive your utility invoice, which will reflect your savings of 10% of the monetary value of the Bill Credits allocated to you. For example, if your Bill Credit is worth \$100 and your subscription rate is 90%, your utility invoice will reflect a \$10 credit.

3. Payment for Community Distributed Generation Bill Credits.

- a. For each billing period (i.e., monthly) from when your utility begins allocating Bill Credits to your electric service account, which may not begin for some time after you sign this agreement, until the end of this agreement, Owner shall provide to you an invoice ("Owner Invoice") via email. Included in each Owner Invoice will be a line item identifying the payment due from you to Owner.
- b. The rate at which you will be billed under this contract ("the Contract Rate") will be ninety percent (90%) of the value of Bill Credits that appear on your monthly utility invoice. For the avoidance of doubt, this means you will save ten percent (10%) of the value of the Bill Credits that you receive.
- c. The total number of payments during the Initial Term (as defined in Section 6, below) is sixty (60). The amount payable for each invoice will vary from month to month due to certain factors such as fluctuations in sunlight.
- d. You acknowledge that once credits are allocated to your utility account(s), the credits will be considered used and non-refundable. You are and will be responsible for



payment for all credits allocated to your utility account(s) from Owner, whether used or not used to offset utility charges, including credits accrued at your utility account(s) .

- e. Your payments to Owner of amounts invoiced under this agreement shall be due according to the due date on Owner's invoice. If paying by credit or debit card, a convenience fee up to 3.5% applies. The exact dollar amount of the convenience fee will be displayed on the Owner Invoice.
- f. If you fail to pay any undisputed amount due hereunder by the date on which payment of such amount is due, Owner shall be entitled to charge you interest on such unpaid amount at a rate equal to the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.
- g. If Owner enrolls your account into Utility Consolidated Billing, Owner Invoices will no longer be issued. Instead, you will only receive your utility invoice, which will reflect your savings of 10% of the monetary value of the Bill Credits allocated to your account. For example, if your Bill Credit is worth \$100 and your subscription rate is 90%, your utility invoice will reflect a \$10 credit.

4. Mutual Cooperation/Dispute Resolution.

- a. If you, in good faith, dispute an amount billed by Owner as provided in this agreement, you shall promptly notify Owner of the basis for the dispute no later than the fifth (5th) business day after your receipt of the applicable Owner Invoice. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to you or Owner in a timely manner.
- b. If you, in good faith, dispute an amount paid to Owner as provided in this agreement, you shall notify Owner within six (6) calendar months from the date of such payment. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to you or Owner, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c. If you, in good faith, wish to file any other complaint or dispute with Owner, you shall do so via electronic mail as soon as possible. You may also file a complaint relating to this agreement at any time with the New York State Department of Public Service ("NY DPS") using the contact information listed in Section 11 of this agreement.
- d. You may, at any point during a dispute or complaint resolution process, request a written report from Owner detailing all attempts to resolve the complaint or dispute.
- e. Arbitration of Disputes. The Parties agree that any dispute, claim or disagreement arising out of this agreement (a "Dispute") shall be resolved by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS Inc. ("JAMS"), under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties 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 party 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 www.jamsadr.com. The arbitration shall be held in New York, NY. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

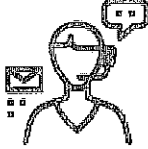
- i. Only Disputes involving the parties may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either party arbitrates a Dispute, neither party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on either party's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the parties.
- ii. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than the transaction between the parties under this agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.
- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL HAVE THE RIGHT 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. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

5. Your Acknowledgments.

- a. You understand that the Solar Farm will deliver electricity to the utility and not to you. The utility will make all calculations and determinations regarding the amount of the Bill



Credit to be applied to your utility Invoice, which shall be made pursuant to the CDG regulations on file with the NY DPS.

- b. You understand that you have no ownership interest in the Solar Farm, or any part of the Solar Farm; nor can you claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits.
- c. You understand that Owner collects customer personal information, such as name, contact information, government issued ID numbers, and financial and banking information, and Owner uses such information for identification purposes; establishment, maintenance and service of customer accounts; communication with customers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Owner's business and the products and services Owner provides to customers. Owner also shares this information with its subsidiaries, affiliated companies or other third parties that assist Owner in providing you with current and potentially future services, or with other permitted uses of personal information. 
- d. YOU UNDERSTAND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FARM OR ITS INSTALLATION, THE VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

6. Term and Termination of Agreement.

- a. The initial term of this agreement is five (5) years (the "Initial Term") and shall commence upon the date of the first Owner Invoice issued to you. Upon the expiration of the Initial Term, the term of this agreement shall be automatically extended for an additional term of two (2) years under the same terms and conditions stated herein (each, a "Renewal Term"), and shall continue to renew for an additional Renewal Term of two (2) years at the end of each subsequent Renewal Term, unless the Initial Term or then-existing Renewal Term is terminated by either party upon written notice in accordance with the following clauses in this Section 6.
- b. Notwithstanding anything to the contrary contained herein, as a non-mass market customer defined by having a demand-billed meter, you may terminate this agreement by giving Owner six (6) months prior written notice of termination. If you provide such notice of termination, you will continue to pay for the Bill Credits allocated to you prior to your utility processing your termination. You will also be responsible for payment for any Bill Credits that have been allocated to you but not otherwise paid for, i.e., Bill Credits that rollover in excess of what is applied to your utility invoice. **There is no fee for any early termination of this agreement.**



- c. Notwithstanding anything to the contrary contained herein, Owner may terminate this agreement at any time by giving you written notice that it will no longer allocate Bill Credits to you. Owner shall not be permitted to terminate this contract for the purpose of reallocating the capacity associated with your allocation to an alternative subscriber at a higher contract rate than the Contract Rate set forth in this agreement. Upon such liability accruing or arising prior to such termination.
- d. This Section 6.d, and Sections 3 and 9 - 13 of this agreement shall survive any termination of this agreement, regardless of the reasons for such termination.
- e. In addition, notwithstanding the foregoing or any other provision set forth herein, you may cancel this agreement without charge or penalty within three (3) business days of signing this agreement by providing notice of cancellation to Owner or Ampion.

7. Events of Default.

- a. Your failure to pay any undisputed sum payable to Owner when due shall constitute an "Event of Default" by you under this agreement, except that you shall be entitled to written notice of a late payment on two (2) occasions within any rolling period of three hundred sixty-five (365) consecutive days and such failure shall not be an Event of Default on such occasions if the amount due is received by Owner within five (5) days after your receipt of Owner's notice of late payment.
- b. Immediately upon an Event of Default by you, Owner may, in its sole discretion, immediately terminate this agreement by giving you written notice thereof and allocate and/or assign to a third party the Bill Credits allocated to you by the terms of this agreement.

8. Assignment.

- a. You may not assign this agreement, and any attempted assignment hereof by you shall be void *ab initio*.
- b. You may change the address of the electric service account to which the Bill Credits are applied so long as (i) you provide written notice to Owner and (ii) your utility provides electric service to the new address, and you otherwise continue to qualify under both the New York Public Service Commission's Community Distributed Generation Order and Owner's additional requirements for the purchase of Bill Credits. The change in address will be effective upon the utility allowing Owner to make such change, which generally occurs within 60 days. Owner will not be liable for any Bill Credits lost as a result of any such change of address, and you shall remain obligated to remit payment with respect to any such lost Bill Credits.
- c. Owner may assign, sell or transfer the Solar Farm and/or this agreement, or any part of this agreement, and Owner may subcontract any of its obligations under this agreement, without your consent. If any such assignment extends to all of Owner's obligations under this agreement, Owner will be released from all of its liabilities and other obligations under this agreement. If requested by Owner, you agree to execute and



deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this agreement as may be reasonably requested by Owner.

9. Force Majeure.

- a. If a Force Majeure Event (as defined in paragraph 9.b, below) delays or prevents Owner's performance of all or some of its obligations under this agreement, Owner will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:
- i. Owner's suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Owner will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event);
 - ii. No obligation of either you or the Owner that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event;
 - iii. Owner provides notice to you of the Force Majeure Event within a reasonable period of time after the occurrence thereof describing the particulars of the occurrence and the anticipated period of suspension of or delay in Owner's performance of its obligations; and
- b. For purposes of this agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Owner and not caused by Owner's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Farm caused by: flood, fire, lightning, earthquake, tornado, hurricane, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid or utility's ability calculate or allocate Bill Credits, any failure of equipment not utilized by Owner or under Owner's control, or any failure of the Solar Farm to produce electricity not caused by Owner's fault or negligence.



10. Miscellaneous.

This agreement contains the entire agreement between the parties with respect to the subject matter of this agreement, and there are no other agreements, written or oral, between the parties regarding the subject matter of this agreement. This agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This agreement shall be governed by the internal laws of the State of New York, without regard to the conflicts of laws principles thereof. This agreement may not be amended except pursuant to a writing executed by both parties. No delay or failure by any party in enforcing any of such party's rights hereunder shall be deemed a waiver of any such right. This agreement may be executed in counterparts, and, if so executed, each such counterpart shall have the force and effect of an original for all purposes. This agreement may be executed by facsimile, .pdf, any electronic signature complying with



the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229, or any signature complying with applicable analog state laws (e.g., Uniform Electronic Transactions Act(s)).

11. Limitation on Damages.

Notwithstanding anything to the contrary contained in this agreement, the liability of either party or its affiliates to the other party arising under or in connection with this agreement shall be limited to actual, direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

12. Notice Provisions.

All notices of any kind which either party is required or desires to give to the other in connection with this agreement shall be in writing, including electronic mail or similar electronic transmission via Owner's online customer service portal, shall be effective upon delivery, and shall be mailed, delivered or transmitted electronically by electronic mail or Owner's online customer service portal, in each case to the address or Email address, as applicable, specified below for such party or such other address or Email address as such party may, after signing of this agreement, designate to the other party by notice in accordance with this Section 14:



Ampion Renewable Energy
help@ampion.net

13. Customer Care. You may contact Owner's Customer Care Center at (800) 277-3631 Monday through Friday during normal business hours, or write to Owner via electronic mail at the email address specified in Section 14.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below written.

AMPION, INC.

Subscriber ("You")

Name: Nate Owen

Name: _____

Title: President & CEO

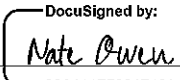
Title: _____

Org: Ampion, Inc.

Org: _____

Date: 2/23/2021

Date: _____

Signature:  _____
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Signature: _____



Exhibit 1: Annex of Utility Accounts

Log in to your portal for a list of service addresses enrolled

Authorization Agreement for Recurring Online Payment

A. Instructions

1. This form is required to authorize Solar Farm Owner ("Owner") and/or its affiliates, successors and/or assignees to:
 - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments ("Bill Credits")
 - Change the banking or financial institution information on an existing Designated Payment Account.
2. By executing this form, you authorize the Owner or its Agent(s) to process automatic payments from the Designated Payment Account you provided during enrollment using the secure online customer portal, pursuant to the **Community Solar Bill Credit Sale and Purchase Agreement**.
3. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of, and incorporated into, this form. Contact your customer care representative with any questions.
4. Retain a copy of this form.
5. Complete all required fields identified below and enter payment information in the secure online customer portal.

Buyer Name*	
Address 1*	
Address 2*	
City*	
Zip Code*	

Signature Section. By signing below, you acknowledge that you have received, read, and agree to the incorporated "Terms and Conditions" in Section B and confirm the accuracy of the information provided above.

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Buyer Signature*

Date*

Authorization Agreement for Recurring Online Payment

B. Terms and Conditions

1. I (We) do hereby authorize the Owner or its Agents(s) to initiate monthly recurring payments to my (our) account(s). I further authorize the Owner or its Agent(s) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the **Community Solar Bill Credit Sale and Purchase Agreement** with the Owner (the "Agreement").
2. If you choose a credit/debit card as the method of payment for your subscription, please note that a convenience fee up to 3.5% applies. The exact dollar amount of the convenience fee will be displayed on your first invoice.
3. This authorization is to remain in full force and effect until the termination of the Agreement.
4. You are obligated to notify the Owner of any changes to your payment information. Notification of such changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
5. Under federal law, you have the right to stop an automatic payment. You must give at least three (3) business days oral or written notice to the Owner before the scheduled payment date in order to stop an automatic payment. The Owner shall be required to give email notifications and/or online access to the amount(s) and due date(s). If the above payment dates fall on a weekend or holiday, you understand that the payments may be executed on the next business day.
6. You understand that if your initial payment failed, the Owner may at its discretion attempt to process the charge again within 30 days, any fees associated with non-payment or late payment will be added to your subsequent invoice.
7. No payments due to the Owner will be considered "paid" until the Owner receives the funds in full.
8. The Owner will incur no liability as a result of a withdrawal being dishonored by your financial institution.

Limitation of Liability. You acknowledge and agree that the Owner bears no liability or responsibility for any losses incurred due to any delay in the actual date on which your bank/card account is debited. In order to process the electronic funds transfer, you must have sufficient funds available in the bank/card account provided. Additionally, you are responsible for any fees the account-holding financial institution may charge for electronic payments. You hereby agree to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

Unauthorized Withdrawals. In the event that you believe that an unauthorized withdrawal has been taken from your account, or in the event of any other potential dispute or error, you must immediately notify the Owner at help@ampion.net, or by calling 800-277-3631. You may be held at least partially liable for any unauthorized withdrawals pursuant to 12 C.F.R. §1005.6 should you fail to notify the Owner within two days of noticing the unauthorized withdrawal in your bank/card account or within sixty days of noticing it on a periodic statement from the Owner.

Confidentiality/Security. All information provided on this form and captured in the secure online portal is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All online transactions are processed with point-to-point encryption to protect your sensitive payment information.

To terminate your authorization or report alleged unauthorized transfers, please contact:

Phone: 800-277-3631

Email: help@ampion.net