PLAIN LANGUAGE SUMMARY

By subscribing to a local community solar project you will receive credits for solar electricity production that reduce your utility bill. You will pay us for these credits, at a discounted rate. For each dollar of credit that you receive, you will pay us 95% of the value of that credit, and you will get 5% savings. There is no installation required at your home. You may cancel this agreement with no fee or penalty for any reason, however, it may take up to 90 days for your cancellation to take effect and you agree to continue paying for any credits you receive for up to 90 days after your request to cancel.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") is entered into as of the date specified in the Contract Acceptance (the "Effective Date"), by and between you, the "Subscriber" named in the Contract Acceptance, and Arcadia Power, Inc. ("Seller" or "we" of "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by a solar photovoltaic system participating in the Solar Rewards Community program (the "System").

1. Community Solar Credits. This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will generate kWh or monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For Credits received on your utility bill, you will pay Seller 95% of the monetary value of such Credits, and your savings will equal 5% of the monetary value of the Credits.

2. Subscription Term; Allocation Date; Cancellation or Transfer. The Subscription Term (the "Term") will commence as of the Effective Date and continue indefinitely until terminated by either Party. You may cancel this Agreement for any reason with no fee or penalty by notifying Seller. Following your notice to cancel, we will promptly direct the utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this Agreement to another utility account provided that we determine that such account is eligible to receive Credits from the System, and the owner of such account accepts the terms of this Agreement. Until we notify you in writing that your cancellation or transfer has been processed by the utility, you are required to continue paying for the Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity cost. We may adjust your Subscription size at any time without notice, provided that we will never set a Subscription size that would generate Credits greater than your estimated annual electricity cost. We may reallocate your Subscription to a different solar photovoltaic system participating in the Solar Rewards Community program at any time, by providing notice to you, in which case such system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time by providing notice to you.

4. Billing Service Provider. The initial Billing Service Provider for this Agreement is Arcadia, whose terms of service are available at legal.arcadia.com. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to 95% of the value of the Credits received on your utility bill. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

5. Customer Support Provider. The initial Customer Support Provider for this Agreement is Arcadia, whose contact information is:

Email: support@arcadia.com
Toll-free phone: 866-526-0083

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns.

6. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to 90 days after termination, but will not be liable to us for any other amounts.

7. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means 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.

8. Assignment. Seller may assign, sell or transfer this Agreement, or any part of this Agreement, and Seller may subcontract any obligations under this agreement, without Subscriber's consent. In the event any such assignment extends to all of Seller's obligations under this agreement, Seller will be released from all Seller's liabilities and other obligations under this Agreement. Assignment, sale or transfer generally means that Seller would transfer certain of Seller's rights and obligations under this agreement to another party.

9. Limitation of Liability. In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

10. Arbitration of Claims. Any claim that you might have against Seller must be resolved through binding arbitration before the American Arbitration Association using its Consumer Arbitration Rules and must be brought within one (1) year of the claim arising.

Any arbitration hearing will be held in Washington, D.C. You understand and agree that you will arbitrate with Seller in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award.

In lieu of arbitration, you have the right to file a complaint or dispute with the Colorado Public Utilities Commission.

11. Notices. All notices under this Agreement shall be in writing and shall be by electronic mail. Notices to Subscriber shall be sent to the email address specified in the Contract Acceptance. Notices to Seller shall be sent to the email address set forth below or such other address as Seller may subsequently specify in writing.

Arcadia
5600 S. Quebec St. D320
Greenwood Village, CO 80111
Email: **support@arcadia.com**
Phone: **(866) 526-0083**

12. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement 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.

Acknowledged and Agreed:

SUBSCRIBER

Signed: /s/ Subscriber as named in the Contract Acceptance

Date: as specified in the Contract Acceptance

SELLER Vestal PS9 Solar, LLC

Signed: DocuSigned by: Eric LaMora 441B2BDA219C479...

Date: 05/26/2023

Arcadia

Community Solar Subscription Agreement

Version 1

Contract Acceptance

Signer John Lane

Contract ID 5540699

Email jk55lane@comcast.net

Date 06/14/2022

IP Address 24.8.232.53

User Agent Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/102.0.0.0 Safari/537.36