

MASTER ELECTRICITY DISCOUNT AGREEMENT

ABSTRACT

- **You are receiving this agreement because of your interest in DRS Operations Company, LLC, DBA Meadow (“Meadow”) Community Distributed Generation (“CDG”) Offering.** Meadow owns, maintains, and operates one or more existing or soon to be constructed CDG projects (each a “CDG Project”). The CDG Projects are part of the New York Public Service Commission’s CDG Program. The CDG program allows customers of the same utility to receive dollar credits on their energy bill, known Community Distributed Generation Credits (“Bill Credits”). These credits are associated with electricity produced by the generating CDG Project, but they are not Renewable Energy Certificates.
- **You are not purchasing energy from any CDG Project.** You are entering into an agreement with Meadow to purchase Bill Credits. You will remain a customer of RG&E (“Utility”) and will be responsible for any outstanding charges on your Utility invoices not offset by Bill Credits. Meadow is not a Competitive Energy Supply Company and this is not an Energy Supply contract.
- **The amount of Bill Credits you receive will vary month to month.** Meadow will subscribe your Utility Accounts to a percentage of the generation from eligible CDG Projects and will instruct Utility to assign Bill Credits associated with that generation to your Utility Accounts. This may result in offsets of up to 100% of your Utility invoices every month. These offset levels will change slightly from month to month due to factors such as fluctuations in sunlight.
- **You will receive a 5% discount to the value of Bill Credits.** Your utility accounts will be enrolled in Utility Consolidated Billing (UCB). You will only receive your Utility Bill, reflecting the 5% discount on the value of the Bill Credits you receive on your Utility Bill. For example, under UCB, if the value of your Bill Credits in a given month is \$100, your Utility Bill will reflect a \$5 savings, instead of receiving \$100 in Bill Credits on your Utility Bill and being required to pay \$95 towards Solar Producer’s invoice corresponding to that Utility Bill. You will not receive a separate invoice from Solar Producer or its partners.

By signing this agreement, you agree to be legally bound to the following terms and conditions:

This MASTER ELECTRICITY DISCOUNT AGREEMENT ("Agreement") is made and entered into as of _____ (the "Effective Date"), between _____ a Domestic Business Corporation ("Subscriber") and **Meadow** ("Solar Producer", and, together with Subscriber, each a "Party" and collectively the "Parties").

1. Allocation of Community Distributed Generation Credits.

- a. Subscriber owns, leases or otherwise controls the premises located at the mailing addresses in the attached Facility Schedule (each a "Facility", as identified on Exhibit 1), and such premises are interconnected to, and take electric service from the Utility using separately or individually metered unit(s) (each, a "Utility Account"). Solar Producer or its affiliates and partners own and operate or will own and operate certain CDG Projects, and Subscriber desires to acquire Bill Credits from Solar Producer and to appoint Solar Producer to provide certain services related to the Bill Credits during the term of this Agreement. Utility Accounts may be added to or removed from the Facility Schedule after the Effective Date by mutual approval by the Parties utilizing the Utility Account Change Form attached to this Agreement as Exhibit 2. Upon such mutual approval, Solar Producer will update the Facility Schedule to include the new Utility Accounts and will send a copy of the updated Facility Schedule to Subscriber or Subscriber's designated agent.
- b. Subject to Section 4(b) of this Agreement, for each billing period during the term of this Agreement, Solar Producer shall allocate, sell, assign, and facilitate delivery of Bill Credits associated with the allocation of production capacity from one or more CDG Projects to Subscriber's Utility Account(s) (each an "Allocation"). Solar Producer will initially assign Subscriber's Utility Accounts to eligible CDG Projects based on available capacity and will notify Subscriber by email upon such assignments to eligible CDG Projects. Subscriber's initial Allocation for each Utility Account will be set not to exceed one hundred percent (100%) of that Utility Account's actual historical annual energy consumption, or an estimate of annual consumption if actual data is not available. Solar Producer will provide Subscriber with notice of its Allocations after Solar Producer has reviewed Subscriber's energy consumption data. Solar Producer makes no representations concerning the exact amount of Bill Credits associated with those Allocations which will be available during any billing period. Solar Producer also makes no representations concerning the value of the Bill Credits provided to Subscriber's Utility Accounts, which is calculated by Utility.
- c. Subscriber acknowledges that Solar Producer may, from time to time (i) suspend generation by any CDG Project due to any change in law, act of god, or other technical or commercial reason, (ii) adjust the CDG Project(s) from which each of Subscriber's Utility Accounts is allocated an Allocation and receives Bill Credits, and/or (ii) change the Allocation for a Utility Account for any reason at its sole discretion.
- d. Subscriber authorizes Solar Producer and its third-party subcontractor ("Service Provider"), which will provide allocation management services under this Agreement, to obtain and review the following information from the Utility: Consumption history and billing determinants. This information will not be disclosed to any other third party except Service Provider unless required by law. Service Provider is obligated to maintain confidentiality of such information and disclosure is limited to the extent reasonably necessary for administration of this Agreement, notwithstanding Section 7 of this Agreement. Subscriber further authorizes Solar Producer to share such information to any of its successors or assigns pursuant to Section 7, and/or any third-party contractor succeeding Service Provider, as necessary to effectuate the terms of this Agreement and otherwise allowed by applicable law. This authorization will be effective from the signature date of this contract until the Initial Term and any Renewal Terms have elapsed.
- e. Should Utility cause Subscriber's Utility Account(s) to be changed or modified for any reason, including

but not limited to a change in the address of the Utility Account, Subscriber shall immediately notify Solar Producer of this change and the extent of the modification and provide to Solar Producer a copy of the written notification from the Utility. Any such change shall be considered an Event of Default by Subscriber, if said change is deemed to disqualify the Subscriber by the terms of the Solar Producer's requirements. Solar Producer reserves the right to cancel this Agreement should Subscriber fail to notify Solar Producer of changes or modifications to Subscriber's Utility Account(s). In addition to any other remedies available to Solar Producer hereunder, Subscriber will forfeit the right to receive Bill Credits to a Utility Account between date of change to that Utility Account and reinstatement of this Agreement, if applicable.

2. Payment for Community Distributed Generation Credits

- a. Subscriber will be billed under UCB pursuant to the New York State Public Service Commission's ("NY PSC") December 12, 2019 Order in Case 19-M-0463, including any future amendments or changes thereto.

3. Mutual Cooperation/Dispute Resolution

- a. If Subscriber, in good faith, disputes an amount billed by Solar Producer as provided in this Agreement, Subscriber shall promptly notify Solar Producer of the basis for the dispute no later than the fifth (5th) business day after receipt of the Solar Producer Invoice by Subscriber. The Parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Subscriber or Solar Producer in a timely manner.
- b. If Subscriber, in good faith, wishes to file any other complaint or dispute with Solar Producer, Subscriber shall do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 13, below.
- c. Subscriber may, at any point during a dispute or complaint resolution process, request a written report from Solar Producer detailing all attempts to resolve the complaint or dispute.
- d. Any dispute, claim or controversy arising out of or relating to this Agreement that is not resolved in accordance with the above sections within thirty (30) days after notice of the dispute, claim or controversy has been delivered to either party shall be determined by arbitration in New York, New York, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The party that initiates arbitration may choose the arbitration organization. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- e. BY AGREEING TO THIS SECTION 3, SUBSCRIBER AGREES TO GIVE UP THE RIGHT TO PARTICIPATE IN A CLASS ACTION. This means that Subscriber may not be a representative or member of any class of claimants in arbitration with respect to any claim. Notwithstanding any other provision of this Agreement, the arbitrator will not have the power to determine that class arbitration is permissible. The arbitrator also will not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator will have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. If this class action waiver is invalidated, then the dispute will be resolved in court.

- f. BY AGREEING TO THIS SECTION 3, SUBSCRIBER AND SOLAR PROVIDER WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.
- g. The dispute resolution provisions under this Section 3 are governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.

4. Subscriber's Representations, Warranties, and Acknowledgements.

- a. Subscriber understands that each CDG Project will deliver electricity to the Utility and not to Subscriber. The Utility will make all calculations and determinations regarding the amount of the Bill Credit to be applied to Subscriber's Utility Account(s), which calculations shall be made pursuant to applicable law and regulations. Subscriber further understands that it has no ownership or other interest in the electricity generated by any CDG Project, and that this Agreement is only for the sale by Solar Producer and the purchase by Subscriber of Bill Credits.
- b. Subscriber understands that as of the Effective Date, Subscriber's Utility Account(s) may not yet have been assigned to a CDG Project by Solar Producer, and/or the CDG Project(s) may not yet be constructed and operating. Subscriber further understands that it will not receive any Bill Credits on a Utility bill until the associated Utility Account has been assigned to a CDG Project by Solar Producer, the CDG Project has been fully constructed, achieves commercial operation and begins generating electricity, and the Utility has begun to process Bill Credits associated with CDG Project generation.
- c. Solar Producer is and shall be the sole and exclusive owner of the CDG Projects and associated tax credits and benefits, renewable energy credits and/or any other renewable attributes associated with generation from the CDG Projects, and all other economic benefits associated with the CDG Projects or its production or storage of electricity (collectively, "Ownership Benefits"). Subscriber shall have no rights or interests in, nor be entitled to claim or receive the actual electric energy output of, or any Ownership Benefits, associated with the CDG Projects other than the Bill Credits allocated to Subscriber's Utility Accounts.
- d. [Reserved].
- e. SUBSCRIBER UNDERSTANDS THAT UNDER THIS AGREEMENT, THERE ARE NO GUARANTEES OF A MINIMUM LEVEL OF SAVINGS, AND SOLAR PRODUCER CANNOT GUARANTEE WHETHER THE VALUE OF BILL CREDITS PROVIDED BY THE UTILITY WILL INCREASE OR DECREASE AND, IF IT DOES, BY HOW MUCH. SOLAR PRODUCER ALSO DOES NOT GUARANTEE ANY MINIMUM CDG PROJECT PRODUCTION OR BILL CREDIT AMOUNTS TO SUBSCRIBER.
- f. Subscriber understands that this Agreement is a purchase contract and not a security registered under federal or state law. Subscriber is entering into this Agreement solely to receive Bill Credits as an energy-related commodity for use at the Utility Account(s) identified by it, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement. Subscriber does not have an interest in the profits or losses of any CDG Project and will not otherwise be entitled to any profit related to any CDG Project or by entering into this Agreement.
- g. Subscriber has been given the opportunity to ask questions of, and receive answers from, Solar Producer concerning the terms and conditions of this Agreement and other matters pertaining thereto, and has been given the opportunity to obtain such additional information necessary in order for Subscriber to evaluate the merits and risks of the purchase of its Allocation(s) and receipt of associated Bill Credits to the extent Solar Producer possesses such information or can acquire it without unreasonable effort or

expense.

- h. Subscriber is not relying on Solar Producer or its employees, members of its board of directors (or equivalent body) or officers, or this contract with respect to tax and other economic considerations involved in whether to enter into this Agreement.

5. Term and Termination of Agreement.

- a. The initial term of this Agreement ("Initial Term") shall be three (3) years starting from when the Utility Account has been assigned to a CDG Project by Solar Producer; the CDG Project has been fully constructed, achieves commercial operation, and begins generating electricity; and the Utility has begun to process Bill Credits associated with CDG Project generation. Thereafter, the term for each such Utility Account shall be extended on a month-to-month basis, each such month an "Option Term" (when all Option Terms are combined with the Initial Term, "Term"). Subscriber may terminate this Agreement after the Initial Term for any or all Utility Accounts listed in Exhibits 1 or 2 of this Agreement, by giving Solar Producer written notice one-hundred and eighty (180) days before each Utility Account's desired termination date, leading up to or after the end of the Initial Term. If this Agreement is terminated for any Utility Account for any reason, in addition to any other applicable remedies, Subscriber shall remain responsible for the payment of all Bill Credits incurred by Subscriber for such Utility Account until the later of (i) one hundred and twenty (180) days after Solar Producer is notified about such Utility Account's termination date, or (ii) the Termination Date of the Agreement.
- b. Notwithstanding anything to the contrary contained herein, Solar Producer may terminate this Agreement at any time by giving Subscriber written notice that it will no longer allocate Bill Credits to Subscriber's Utility Account(s). Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement.
- c. Upon termination, Sections 3, 11 and 12 shall survive, regardless of the reasons for such termination.

6. Events of Default.

- a. Each of the following shall be an "Event of Default" with respect to a Party hereunder: (i) such Party fails to pay amounts when due or fails to perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from such Party of such failure; or (ii) such Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to such Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from such Party.
- b. Upon the occurrence of any Event of Default by a Party (the "Defaulting Party"), the non-defaulting Party may terminate this Agreement with respect to those Utility Accounts that default as determined in its sole discretion, and may pursue any express remedy under this Agreement, or any other remedy available at law or in equity, including an action for damages. The Defaulting Party shall indemnify the non-defaulting Party and its affiliates for any damages incurred by the non-defaulting Party or its affiliates as a result of the Defaulting Party's breach of this Agreement.

7. Assignment.

- a. Subscriber may not assign this Agreement. Subscriber may, however, change the address for one or more Utility Accounts to which the Bill Credits are applied so long as (i) Subscriber provides written notice to

Solar Producer and (ii) the new address is serviced by the same Utility that provided service to the old address. The change in address will be effective upon the Utility allowing Solar Producer to make such change, which generally occurs within thirty (30) days. Solar Producer will not be liable for any Bill Credits lost as a result of such change of address for a Utility Account.

- b. Solar Producer may assign, sell or transfer any CDG Project, this Agreement or any part of this Agreement or the exhibits, and Solar Producer may subcontract any obligations under this Agreement, without Subscriber's consent. In the event any such assignment extends to all of Solar Producer's obligations under this Agreement, Solar Producer will be released from all Solar Producer's liabilities and other obligations under this Agreement. Assignment, sale or transfer generally means that Solar Producer would transfer certain of Solar Producer's rights and obligations under this Agreement to another party. Subscriber acknowledges that Solar Producer or its affiliates may from time to time arrange for debt or tax equity financing of the CDG Projects. If requested by Solar Producer, Subscriber agrees 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 Solar Producer.
 - c. Subscriber acknowledges and agrees that any default or Event of Default (as defined below) by an affiliate of Solar Producer as it relates to a specific CDG Project shall not result in default or an Event of Default against any other CDG Project owned by a separate affiliate of Solar Producer and any termination or other remedies resulting therefrom shall apply only to the CDG Projects owned by such defaulting affiliate of Solar Producer.
8. Force Majeure. If Solar Producer is unable to perform all or some of its obligations hereunder because of a Force Majeure Event, Solar Producer will be excused from whatever performance is affected by the Force Majeure Event, provided that:
- a. Solar Producer's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (e.g., when a Force Majeure Event is over, Solar Producer will make repairs); and
 - b. No Solar Producer or Subscriber obligation 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;
 - c. The Solar Producer provides notice to Subscriber 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 delay; and
 - d. For purposes of this Agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Solar Producer's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by any CDG Project caused by: flood, fire, lightning, earthquake, tornado, hurricane, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, epidemic or pandemic, any failure of the electrical grid, any failure of equipment not utilized by Solar Producer or under Solar Producer's control, or any failure of any CDG Project to produce electricity not caused by Solar Producer's fault or negligence.
 - e. Notwithstanding anything herein to the contrary, Subscriber's payment obligations under this Agreement shall not be excused by any Force Majeure Event that solely impacts Subscriber's ability to make timely payment.

9. [Reserved].

10. [Reserved].

11. Limitation of Liability and Disclaimer of Express and Implied Warranties. SOLAR PRODUCER'S AND ITS AGENTS' LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOLAR PRODUCER MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY CDG PROJECT OR SOLAR PRODUCER OR ITS AGENTS' OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

12. Miscellaneous. This Agreement contains the entire Agreement between the Parties with respect to the matters hereto, and there are no other agreements, written or oral, between the Parties regarding the subject matter hereof. This Agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This law is governed by the internal laws of the State of New York, without regard to the conflicts of laws principles thereof. No amendment or waiver of any provision of this Agreement will be valid unless the amendment or waiver is in writing and signed by the Parties or the waiving Party, respectively. The failure of a Party at any time to require performance of any provision of this Agreement will not affect such Party's rights at a later time to enforce such provision. No waiver by a Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

13. Notice Provisions. All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, effective upon delivery, and given by (i.) mail or electronic mail or (ii.) Service Provider's online customer service portal, in each case to the address used by such Party, as applicable:

To Solar Producer:

Attention: Notices
DRS Operations Company, LLC, dba Meadow
140 E 45th Street, Suite 32B-1, New York, NY 10017
Email: legal@meadow.energy
Telephone:

To Subscriber:

Attention:
Business Name:
Address:
Email:
Phone:

14. Severability. If any term or provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.

15. Promotional Material. Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

SOLAR PRODUCER: DRS Operations Company, LLC

By: _____

Name:

Title:

SUBSCRIBER:

By: _____

Name:

Title:

EXHIBIT 1 – List of Utility Accounts

[illegible]

EXHIBIT 2 – Facility Schedule Change Form

Subscriber Facility Schedule Change Form

<i>Add/Remove</i>	<i>Date Provider was notified</i>	<i>Effective date for Schedule Change</i>	<i>Your Facility location name or identifier</i>	<i>Facility physical address or location</i>	<i>Your local Distribution Utility</i>	<i>Your name as listed at Distribution Utility</i>	<i>Your Distribution Utility account number/identifier</i>	<i>Yes/No: Do you have online access to Distribution Utility</i>	<i>Estimated annual kilowatt-hours at Facility</i>	<i>Estimated annual electricity cost at Facility</i>	<i>Additional non-utility electricity suppliers</i>	<i>Rate tariff and/or service class on your utility bill?</i>

Solar
Producer

Subscriber

Approved
by

Title

Date
