

## 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
Customer Name:	Company Name: Modern Renewables a/k/a Bromley Community Solar LLC
Billing Address:	Address: 180 Talmadge Road PMB 276
City, State, Zip:	City, State, Zip: Edison, NJ 08817
Phone:	Phone: 732-963-2581
Email:	Email: care@ModernRenewablesNJ.com
EDC electric service territory: PSE&G	Website: www.ModernRenewablesNJ.com
PSE&G account number:	

SUBSCRIPTION INFORMATION		Reference Page or Section
Subscription Size	This subscription represents approximately 80-100% of your annual historic electricity usage over the last 12 months.	Section 4
Subscription Model	Each month, your PSE&G bill will be reduced by a credit equal to the retail value of the Bromley Solar Projects' electricity that is allocated to your account (the "Solar Credits"). You will then be billed by Modern Renewables for 79% of the Solar Credits, a 21% discount. Each month the amount of your savings will change based on your usage and the amount of electricity produced by the Bromley Solar Projects. But your savings will always be 21% of the Solar Credits.	Sections 4, 5, 6 and 7
Prices and Fees	<p>There are no fees to enroll or to cancel and no hidden fees. Each month, the price you owe will equal the value of the solar electricity allocated to you in the form of Solar Credits on your utility bill, reduced by a 21% discount.</p> <p>You will continue to be responsible for paying the remaining amount of your utility bill after it has been reduced by the Solar Credits allocated to you.</p> <p>You will also be responsible for any and all taxes assessed on the generation, sale, delivery, or consumption of your allocation of solar electricity or on your Solar Credits; any applicable sales tax (per New Jersey or local law); any late fees assessed if you do not pay your bills on time (1.5% or the greatest interest allowable by law, whichever is less); and/or any fees for bounced ACH or rejected credit/debit card payments or rejected or returned checks (up to \$25).</p>	Sections 7 and 10
Payment Details	<p>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).</p> <p>Regardless of how you choose to receive your invoice, you must enroll for automatic payment (via ACH or credit or debit card) unless you have elected to pay by check and meet Bromley Community Solar's credit requirements for Customers electing to pay by check.</p>	Section 8
Penalties	You may cancel your Subscription at any time. There are no cancellation or termination	Sections 7, 8, 10

	<p>Fees. We will notify PSE&amp;G promptly following your cancellation. We are not responsible for PSE&amp;G’s delays in processing your cancellation. If PSE&amp;G continues to apply Solar Credits, thereby reducing your utility bills after the date of your cancellation, you will continue to be responsible for paying Modern Renewables a/k/a Bromley Community Solar for those Solar Credits.</p> <p>If you fail to make a payment when it is due and such failure continues for a period of ten (10) days, you will be charged an added fee of one percent (1.5%) of the overdue balance per month (or the greatest interest allowable by law, whichever is less), and your subscription may be cancelled. You will also be charged a fee, up to \$25, for bounced ACH or rejected credit/debit card payments, as well as for rejected or returned checks. If your subscription is cancelled for non-payment or late payment you will remain responsible for the price of all Solar Credits applied to your bill before or after the date of cancellation.</p>	and 17
Benefits	<p><b><i>The following are estimates assuming an allocation of 10,000 kWh of community solar electricity per year and an average value per Solar Credit of \$0.15/kWh and are not a guaranty of dollar amounts saved. The below is based on estimates and assumptions; actual dollar amounts saved may differ. Utility bills and bills from Modern Renewables a/k/a Bromley Community Solar are sent monthly and are based on the electricity production of the Bromley Solar Projects and your actual usage.</i></b></p> <p><b>Estimated Usage, Pricing, and Solar Credit Value:</b></p> <ul style="list-style-type: none"> <li>• Estimated annual solar kWh allocated: 10,000 kWh</li> <li>• Estimated average value of Solar Credits calculated by PSE&amp;G: \$0.15/kWh</li> <li>• Estimated annual value of Solar Credits applied to Utility bill: \$1,500.00</li> <li>• Price paid to Bromley Community Solar for Solar Credits at 21% Discount: \$\$1,185.</li> </ul> <p><b>Estimated Savings from 21% Discount:</b></p> <ul style="list-style-type: none"> <li>• Estimated annual savings (in \$): \$315.00</li> <li>• Estimated savings over twenty (20) years: \$6,300.</li> </ul>	Sections 1, 4, 5, 6, 7 and 8
21% Discount Applied to Solar Credits No Guarantees of Fixed Monthly Savings	You will save 21% off the value of the Solar Credits supplied by PSE&G on your monthly bills based on the solar electricity production allocated to you. This Subscription Agreement does not guarantee a specific amount of dollar savings each month. Actual monthly savings will depend on the electricity production of the Bromley Solar Projects and on your monthly electricity usage.	Section 7
Contract Term / Renewal	<p>This contract is effective on the date that you sign this Disclosure Form and the Community Solar Subscription Agreement (the “Subscription Agreement”) which is incorporated by reference into this Disclosure Form. You will start receiving Solar Credits and be billed for your Subscription after the Bromley Solar Projects to which you have been assigned commence commercial operation. Modern Renewables a/k/a Bromley Community Solar will notify you of the commercial operation status of the facility before you receive your first Solar Credits and your first bill for those Solar Credits from Modern Renewables a/k/a Bromley Community Solar.</p> <p>Your Subscription Agreement is month-to-month meaning you can cancel it any time by providing written notice by email or mail to Modern Renewables a/ka/ Bromley Community Solar. Modern Renewables a/ka/ Bromley Community Solar may cancel your agreement at any time by providing written notice to you. If the contract is never cancelled, it will expire twenty years after the Bromley Solar Projects reach commercial operation. This contract will automatically renew monthly until it is cancelled or until it expires.</p> <p>Following any cancellation, Modern Renewables a/ka/ Bromley Community Solar will promptly direct PSE&amp;G to cease allocating Solar Credits from the solar facility to you. However, if for any reason you continue to receive Solar Credits after cancellation (for example, owing to a lag by PSE&amp;G), you agree to continue paying Modern Renewables a/ka/ Bromley Community Solar for such Solar Credits. Payment is also due for all Solar Credits received prior to cancellation.</p>	Sections 2, 3, 15, and 17

Early Termination or Cancellation	<p>You may cancel your subscription for any reason at any time by notifying Modern Renewables a/ka/ Bromley Community Solar via email or mail at the addresses listed above. No early termination or cancellation fees apply.</p> <p>Modern Renewables a/ka/ Bromley Community Solar may cancel your agreement at any time without penalty by providing written notice to you via email or mail at your address listed above.</p> <p>Following a cancellation, you will continue to be billed and pay for Solar Credits applied to your Utility bill until the Utility ceases applying the Solar Credits, as described in the Contract Term section, above.</p>	Sections 17 and 27
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 <b>within seven (7) calendar days</b> of signing the contract, by contacting Modern Renewables a/k/a Bromley Community Solar by email or mail at the addresses indicated above and restated in this section: <a href="mailto:care@ModernRenewablesNJ.com">care@ModernRenewablesNJ.com</a> .	Section 27
Data Sharing and Privacy Policy	Modern Renewables a/k/a Bromley Community Solar values your privacy and takes reasonable steps to protect it. Our Privacy policy is available at: <a href="https://modernrenewablesnj.com/privacy-policy/">https://modernrenewablesnj.com/privacy-policy/</a> .	Section 15
Other Important Terms	<p>Modern Renewables a/k/a Bromley Community Solar may assign you to another community solar project owned by Modern Renewables a/k/a Bromley Community Solar or any of its affiliated companies or others upon notice to you. In the event of such assignment by Modern Renewables a/k/a Bromley Community Solar to another community solar project, your rights and contract terms (including payment terms and the Guaranteed Discount) will not change. You agree to execute another Disclosure Form and Subscription Agreement if required to implement this assignment.</p> <p>If applicable you will provide information as requested by Modern Renewables a/k/a Bromley Community Solar or its representatives to establish its qualifications as an LMI customer. Valid LMI qualifications may include proof of participation in any of the following programs: LIHEAP, Universal Service Fund, Comfort Partners, Lifeline Utility Assistance Program, Payment Assistance for Gas and Electric, Section 8 Housing Choice Voucher Program, Supplemental Nutrition Assistance Program, the Lifeline program administered by the Universal Service Administrative Company. You may also validate your LMI customer status if you meet certain other criteria, which we can help verify.</p>	Sections 25 and 30
<b>SYSTEM INFORMATION</b>		
Community Solar Project Name: Bromley Community Solar LLC		Section 1
Project Locations	Hamilton Township, New Jersey	Section 1
Commercial Operation Date	The Solar Project is estimated to commence commercial operation in January 2023. Modern Renewables a/k/a Bromley Community Solar will notify you of the commercial operation status of the facility.	Section 2
<b>Complaints and Grievances</b>		
If you have any questions or concerns, you should contact your Community Solar Provider whose contact information is provided above. 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: <a href="https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form">https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form</a> .		Section 20

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 Agreement, attached to this Disclosure Form, and incorporated herein, as it may contain provisions not included in this Disclosure Form.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_, hereby certify that the above information is accurate. We will, within two (2) days after signing this Agreement, provide a copy of the signed contract and this Disclosure Form and Subscription Agreement to the Customer.

Modern Renewables a/k/a Bromley Community Solar Subscription Agreement  
Eff. December 19, 2022

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Signature from Provider Official or Representative

Date

## **Your Modern Renewables Community Solar Subscription Agreement Community Solar Program**

Welcome to Modern Renewables a/k/a Bromley Community Solar, LLC. We have built three community solar projects in Hamilton Township, Mercer County, New Jersey (the “Bromley Solar Projects”). All residents of Hamilton and of adjoining municipalities such as Trenton, New Jersey, are eligible to subscribe to the Bromley Solar Projects. The Bromley Solar Projects only have capacity for about 450 household subscribers. If you receive a copy of this Community Solar Subscription Agreement (the “Agreement”), signed by Modern Renewables, it is because you are one of the households that has been accepted or is on the waiting list for the Bromley Solar Projects.

This Agreement supplements the New Jersey Community Solar Disclosure Form above (the “Disclosure Form”). By signing the Disclosure Form, you are agreeing to the terms and conditions of this Agreement. This Agreement describes the rights and responsibilities of you, the Customer identified in the Disclosure Form, and of us, the Community Solar Provider identified in the Disclosure Form. You are helping increase the amount of renewable electricity in the State of New Jersey, helping the State achieve its goal of 100% carbon free electricity generation by 2050.

By entering into this Agreement, you are subscribing to Solar Credits, as defined below, that are created by the Bromley Solar Projects each month. Your utility, PSE&G, will apply the value of the Solar Credits to your monthly utility bill, lowering your bill. Modern Renewables will then bill you for 79% of the value of the Solar Credits, saving you 21% each month.

The Modern Renewables Bromley Solar Projects are part of the New Jersey Community Solar Energy Pilot Program (the “Community Solar Program”).

### **1. Introduction**

The Bromley Solar Projects are large installations of solar panels on rooftops located in Hamilton Township, New Jersey. The electricity generated by the Bromley Solar Projects is delivered to the electric grid maintained by PSE&G, the Utility identified in the Disclosure Form. Each month the Utility to allocate to your bill the value of a portion of the solar electricity generated by the Bromley Solar Projects (the “Solar Credits”). The Utility will then reduce your bill by the value of the Solar Credits. After you receive your bill reduction you will pay us for your Solar Credits at the discount identified in the Disclosure Form. For example, if the Disclosure Form states that your Guaranteed Discount is 21%, you will pay us \$.79 for each \$1 in Solar Credits that you receive on your Utility bill.

### **2. Start Date**

We expect the Bromley Solar Projects to begin to produce electricity on or about the Commercial Operation Date indicated in the Disclosure Form. This date is an estimate based on construction schedules and is subject to change without notice. You will begin to receive your allocation of Solar Credits after the Commercial Operation Date after which we will notify you when can expect Solar Credits to appear on your Utility bill. Your Utility may take up to ninety (90) days or longer to process Solar Credits and apply them to your Utility bill.

### **3. Term**

The term of this Agreement is month-to-month, begins on the date you sign the Disclosure Form, and shall be automatically renewed each month unless either party cancels or terminates as

provided below. If neither party cancels this Agreement, it will expire twenty years after the Bromley Community Solar Projects reach commercial operation.

### **4. Allocation**

Following the Commercial Operation Date of the Bromley Solar Projects, we will advise the Utility each month of the portion of the solar electricity produced by the Bromley Solar Projects that is to be allocated to you. Your allocation will be based on two factors: (i) Your historic usage as reflected in your Utility bills and (ii) the amount of electricity produced by the Bromley Solar Projects. If you do not have twelve months of historic usage, we will make a good faith estimate of your annual usage based on the usage of our other Customers. Your usage and the electricity produced by the Bromley Solar Projects can be expected to change from month to month based on weather conditions and other factors. We will allocate to you up to 100% of the electricity you consume in any month; however, over the course of a year, the Solar Allocation will generally be between 80% and 100% of your historic annual usage. We may change the amount of your allocation at any time in accordance with the rules and procedures of the Community Solar Program.

### **5. Solar Credits**

Solar Credits are the value determined by the Utility of the electricity produced by the Bromley Solar Projects which is allocated to you. The Utility may choose to indicate your Solar Credits on your electric bill as either a dollar amount or in terms of the kilowatt hours allocated to you from the Bromley Solar Projects. Your Solar Credits will appear as a separate line on your electric bill. In New Jersey the value of the Solar Credits, unless

otherwise determined by regulators or the Utility, is equal to the retail electricity rate charged to residential consumers, inclusive of supply and delivery charges. Your Solar Credits reduce your costs of electricity from other sources such as fossil fuel plants but may not be applied to offset certain non-by-passable charges such as demand charges, monthly billing fees, and taxes. Therefore, your Solar Credits will reduce only a portion of your electricity bill and your discount only applies to your Solar Credits, not to your entire electric bill. The amount of our savings each month will vary based on the total solar production of the Bromley Solar Projects and your historic annual usage.

### **6. Billing**

When you agree to participate in the Community Solar Program, you will continue to receive a bill from your Utility which will be reduced by the value of your Solar Credits. You will also receive a bill from us for the discounted value of your Solar Credits. Unless we otherwise notify you in writing, you must continue to pay both your Utility bill and your bill from us, or this Community Solar Contract will be terminated as described below.

### **7. Price; Guaranteed Discount**

You agree to pay us for the value of all Solar Credits placed on your bill by the Utility less the Guaranteed Discount indicated on the Disclosure Form. The amount of your Guaranteed Discount is 21% and will not change during the term of this Agreement. However, your actual savings may change from month to month based on your usage, weather, and other factors. Accordingly, although your 21% discount is guaranteed we cannot warrant or guarantee the amount or value of electricity produced by a Bromley Solar Projects

or allocated to you or warrant or guarantee that you will realize any fixed amount of savings as a result of this Agreement. In addition to paying for your Solar Credits you also agree to pay any applicable sales or use tax, credit or debit card fees, late fees, or fees for bounced checks or rejected credit or debit card payments.

### **8. Payments**

You will pay us within ten (10) days from the date of each bill we send you whether by mail or electronically. You may elect to pay your bills automatically via automatic debit from your checking or savings account (ACH) or credit card. You may also pay by check if you meet the applicable Bromley Community Solar credit requirements. In the event you elect to pay by ACH or by credit card, your payments will be debited from your bank account or credit card on or about ten (10) days after we send you your monthly bill. In the event a credit card charge is rejected for any reason, or a bank debit is returned for insufficient funds, or a check is rejected or returned, we may assess you a \$25 fee. From time to time, we may, in our discretion, accept payments by check or electronic transfer. You may also change your method of payment by going to our website or calling our Customer Care Center and requesting a change.

### **9. If You Move**

If you move within Hamilton Township in Mercer County New Jersey or an adjacent municipality to Hamilton Township, you may transfer this Agreement to your new Utility account provided that you provide us with written notice of your new utility account number and new address. You acknowledge and agree that there may be a delay between the time you move and the time the Utility may begin to allocate solar electricity to your new account. If you do not provide us with written notice of your new Utility account number your Agreement will terminate the same time you terminate your Utility account. You will continue to be responsible for all payment obligations incurred prior to such termination.

### **10. Late Fees.**

If you fail to make any payment when due and such failure continues for a period of ten (10) days, we may charge you a late fee of one and one-half percent (1.5%) of the overdue balance per month or the greatest interest allowable by law, whichever is less. If you fail to pay your bill on time, we may also cancel this Agreement without notice.

### **11. Waiting List**

In the event the Bromley Solar Projects are fully subscribed, we will add your name to a waiting list. If one or more Customers has moved from the municipality or an adjoining municipality where the Bromley Solar Projects are located and capacity on the Bromley Solar Projects becomes available, we will notify Customers on the waiting list if and when they may expect to receive Solar Credits.

### **12. Bromley Solar Projects Interruption**

In the event the Bromley Solar Projects cease to produce electricity or deliver electricity to the Utility for three (3) consecutive days or more, your receipt of Solar Credits may be interrupted. Such an interruption may come about because of a power outage; natural disaster such as a storm, flood or earthquake; explosion or fire; act of war, sabotage or vandalism, or terrorism; strike or labor dispute; or action or inaction by a governmental authority. We will try to notify you of the estimated duration of such interruption, and you will not be charged for Solar Credits during the interruption. We will not be responsible for any lost, missed, or delayed Solar Credits during such an interruption. The Utility will continue to be responsible for providing electricity service to your household during any such interruption unless the reasons for the interruption affect the Utility grid as well.

### **13. Representations**

You hereby represent and warrant to us, and acknowledge and agree that:

- You are eighteen (18) years of age or older and have the power and authority to enter into this Agreement;
- You are a customer of your Utility with a valid account for a meter located within the municipality or an adjoining municipality where the Bromley Solar Projects are located as specified in the Disclosure Form;
- You do not have rooftop solar panels or solar panels on your land;
- You have read and you understand the terms of this Agreement and have had the opportunity to ask us questions and to seek advice of an attorney if so desired;
- The information you provided to us on the Disclosure Form and in the enrollment process is accurate and complete;
- You are not already subscribed to another community solar project, and you will not subscribe to another community solar project as long as this Agreement is in effect;
- We cannot predict future electricity costs or prices charged by your Utility and that your Solar Credits may change monthly and are subject to

changes in weather and your electricity usage such that we cannot guarantee any specific amount of savings each month;

- This Agreement is your valid obligation, and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally);
- This Agreement may be amended from time to time and such amendments shall become effective and binding immediately upon notice to you unless you choose to cancel and terminate this Agreement;
- We may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall you hold such financing partner liable for any act or omission by us or for any breach of any representation, warranty or covenant made by us to you;
- You have no right, for reasons of safety, to walk on the site of the Bromley Solar Projects;
- We may from time to time offer you, either directly or through authorized agents, home improvement or energy efficiency products and services;
- We may use your personal information to access information from the Utility and credit reporting agencies including usage, payment and credit history, a copy of your Utility bill, and Telecommunications, Energy and Cable Score, and to share such information with our current and potential financing partners, pursuant to the directive of a legal authority, or in connection with an assignment of this Agreement to a third party.
- The community solar program administered by PSE&G and the NJBPU may change from time to time in which case this Agreement will be deemed automatically amended to incorporate any such changes.
- You have not granted or placed or allowed others to place any liens, security interests, or other encumbrances on your Solar Credits, and you will not do so during the term of this Agreement.
- You have not transferred, assigned, or sold all or any portion of this Agreement and you will not do so during the Term of this Agreement.
- This Agreement is contingent on our acceptance of this Agreement and of your allocation of Solar Credits to your utility

account.

#### 14. Your Obligations to Us

You agree to

- Provide us with all information necessary to allocate electricity from the Bromley Solar Projects to you and contact you including your service and billing addresses, phone number, email address, and Utility account number;
- Authorize us to contact the Utility and access your Utility account, your historic electricity usage, and a copy of your bill;
- Promptly pay the bills that we send you for Solar Credits in no event later than ten (10) days after the bill date; and
- Authorize us to disclose information we receive from the Utility to our affiliates, vendors, contractors, subcontractors, financing parties, accountants, and others, provided that any access to such information shall be limited to instances that are necessary to maintain our services to you under this Agreement or as required by law.
- You will promptly notify us of any changes in your information including your account number, billing address, and payment information.

#### 15. Our Obligations to You

We agree to:

- Advise the Utility of the quantity of solar electricity allocated to your account from the Bromley Solar Projects;
- Notify you when your Solar Credits are first due to appear on your Utility bill;
- Bill you accurately for your Solar Credits;
- If you are on the Waiting List, let you know when capacity becomes available for your subscription;
- Modern Renewables a/k/a Bromley Community Solar values your privacy and takes reasonable steps to protect it. Our Privacy policy is available at: <https://modernrenewablesnj.com/privacy-policy/>; and
- Attempt to notify you in the event of an interruption in your Solar Credits.

#### 16. Ownership of the Project and Environmental Attributes

You acknowledge that solar electricity produced by the

Bromley Solar Projects will be delivered to your Utility and not to your household. You understand and agree that you are not entitled to own or take delivery of any electricity generated by the Bromley Solar Projects or of any solar incentives or environmental attributes including tax credits, state incentives, renewable energy credits, certificates, emission reduction credits, emissions allowances, green tags, carbon offset credits, utility rebates or any other environmental attributes of the Bromley Solar Projects (other than the Solar Credits sold to you under this Agreement), all of which are our property and usable at our sole discretion. You acknowledge and agree that the Bromley Solar Projects are our personal property and that we own the Bromley Solar Projects for all purposes.

#### 17. Termination; No Penalty for Cancellation; Outstanding Balances

You may cancel this Agreement at any time without penalty by providing written notice to us. We may terminate this Agreement at any time without penalty by providing written notice to you for any reason including if

- we are unable to perform our obligations under this Agreement due to failure to receive and maintain necessary regulatory approvals and/or approvals from the Utility;
- there is an interruption in your Solar Credits that continues for ninety (90) days or more;
- there are new laws or any revisions in or interpretations of the Community Solar Program that could affect the anticipated economic return to us under this Agreement; or
- any information that you provided and on which we relied is or becomes inaccurate.

Notwithstanding the cancellation of this Agreement, you will remain responsible for paying any outstanding balances at the time of cancellation and any bills for Solar Credits that you receive from the Utility. You agree that either we or our affiliates or subcontractors are entitled to collect outstanding balances due to us. Following any such termination, we will have no further obligations or liabilities to you.

#### 18. DAMAGES/LIMITATIONS OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, the entire liability of Customer or Modern Renewables a/k/a Bromley Community Solar to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict

liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of Customer or Modern Renewables a/k/a Bromley Community Solar, whichever is claiming damage, to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under this Agreement in excess of the Solar Credits you have received under this Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.

OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL YOU OR WE BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

#### 19. Remedies in Case of Your Failure to Make Payments

If you fail to make payments owing under this Agreement, we may take any one or more of the following actions:

- terminate this Agreement;
- take any reasonable action to collect your payment obligations to us including all amounts then accrued or due and all applicable taxes, late fees, penalties, collection fees and costs and/or interest;
- proceed, pursuant to the dispute resolution provisions below to enforce performance of this Agreement and to recover damages for your failure to pay us;
- inform your Utility that you are no longer eligible to receive Solar Credits associated with the Bromley Solar Projects on your Utility bill;
- use any other remedy available to us in this Agreement or by law; and
- submit to credit reporting agencies or credit bureaus information about your payment history with us that would be reflected on your credit record.

#### 20. Governing Law; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflicts of law principles. In the event of any matter involving a complaint, disagreement, or dispute, we will notify each other by telephone or in

writing and seek to resolve the matter promptly in good faith. If you send us such a notice we will acknowledge receipt within two (2) business days and respond to or resolve the substance of the notice within fourteen (14) business days. If you are dissatisfied with our response, you may request a review of the outcome by calling us or sending us physical or electronic mail within fourteen (14) days from the date of our response. In the event we cannot resolve the matter within sixty (60) days, we agree that the matter shall be submitted to binding arbitration in Mercer County, New Jersey or any other mutually agreeable location, subject to the limitation on liability section of this Agreement.

Any arbitration between us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** Unless both of us agree, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

Notwithstanding the foregoing, either of us may pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim and we may bring a collection action in state court.

## 21. Notices

Unless otherwise specified elsewhere in this Agreement, you may send notices to us under this Agreement by phone by calling the number indicated on the Disclosure Form; via electronic mail by contacting [care@ModernRenewablesNJ.com](mailto:care@ModernRenewablesNJ.com); or by US Mail sent to Modern Renewables Customer Care at the address indicated on the Disclosure Form.

We may send notices to you by mail to your address as indicated in the Disclosure Form or as you have subsequently notified us in writing or by electronic mail to the email address indicated in the Disclosure Form. You consent to receiving monthly bills electronically to such email address indicated in the Disclosure Form.

## 22. 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:

- Utility rates and projected savings are subject to change.
- The New Jersey Board of Public Utilities (“BPU”) does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.
- You, the Customer, agree that if Utility so requests, you will allow Utility to install a remote read smart meter purchased and installed at the Utility’s cost.
- You, the Customer, may not participate in more than one community solar project at a time.

## 23. No Waiver

Any delay or failure of you or us to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or our respective rights to enforce that provision or to uphold the validity of this Agreement later.

## 24. Amendments

From time to time, we may make amendments or corrections to this Agreement to conform to provisions of the Community Solar Program provided that no such changes shall be effective unless we give you written notice in advance, and you do not notify us that you wish to cancel or terminate this Agreement prior to their effective date.

## 25. Assignment

You agree that we may assign, sell, or transfer to any third party any of our rights, or obligations interests in or to the Bromley Solar Projects or this Agreement without your consent, provided that no such assignment, sale or transfer shall affect any material terms of this Agreement. You may not assign, sell, or transfer to a third party your entitlement to an allocation of solar electricity from the Bromley Solar Projects or Solar Credits without our prior written consent.

## 26. Entire Agreement

This Agreement contains our entire agreement regarding your purchase of Solar Credits generated by the Bromley Solar Projects and supersedes any prior agreements between us, written or oral. 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 construed so as to make them enforceable.

## 27. NOTICE OF RIGHT TO CANCEL

In addition to your right to cancel or terminate this Agreement during its Term without penalty at any time, you may cancel this Agreement without any penalty within seven (7) calendar business days after signing this Agreement by contacting us via electronic mail by contacting [care@ModernRenewablesNJ.com](mailto:care@ModernRenewablesNJ.com).

## 28. DISCLAIMERS

**YOU UNDERSTAND THAT SOLAR PHOTOVOLTAIC GENERATION IS INHERENTLY VARIABLE AND UNPREDICTABLE. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR AMOUNT OF ENERGY SHALL BE PRODUCED BY THE SOLAR PROJECT OR THAT ANY PARTICULAR AMOUNT OF SOLAR CREDITS SHALL BE ALLOCATED TO YOU UNDER THIS AGREEMENT. THE SOLAR CREDITS ALLOCATED TO YOU UNDER THIS AGREEMENT MAY NOT COVER THE FULL AMOUNTS DUE ON YOUR UTILITY BILLS, AND YOU WILL NEED TO PAY ANY REMAINING BALANCES ON YOUR UTILITY BILLS IN ADDITION TO THE MONTHLY STATEMENTS FROM US. THE SOLAR CREDIT RATE AND ESTIMATED SAVINGS ARE SUBJECT TO CHANGE. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE TARIFF, THE PROGRAM, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUME NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HEREWITH, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY**



WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED HEREIN ARE "CONSPICUOUS" FOR THE PURPOSE OF SUCH APPLICABLE LAW.

**29. Securities Laws.**

Modern Renewables makes no representations or warranties concerning the applicability of any state or federal securities laws with respect to this

Agreement, your Customer Allocation or Solar Credits applied to your utility account. Neither this Agreement nor your Customer Allocation has been registered under the Securities Act of 1933, as amended, or similar law. You agree that you are not entering into this Agreement or acquiring the right to Solar Credits for the purpose of selling or trading them, but solely for personal use.

**30. LMI Status.**

If applicable, you will provide information as requested by Modern Renewables a/k/a Bromley Community Solar or its representatives to

establish your qualifications as an LMI customer. Valid LMI qualifications may include proof of participation in any of the following programs: LIHEAP, Universal Service Fund, Comfort Partners, Lifeline Utility Assistance Program, Payment Assistance for Gas and Electric, Section 8 Housing Choice Voucher Program, Supplemental Nutrition Assistance Program, the Lifeline program administered by the Universal Service Administrative Company. You may also validate your LMI customer status if you meet certain other criteria, which we can help verify.

**YOU MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH (7<sup>th</sup>) DAY AFTER RECEIPT FROM MODERN RENEWABLES a/k/a BROMLEY COMMUNITY SOLAR OF A FULLY EXECUTED COPY OF THE DISCLOSURE AGREEMENT WHICH INCORPORATES THIS SUBSCRIPTION AGREEMENT.**

**In signing the Disclosure Form you represent that you have read the Disclosure Form and this Agreement, including the Notice of Right to Cancel, in their entirety and you acknowledge that you have received a complete copy of this Community Solar Contract. You acknowledge and agree that the Agreement includes an Arbitration Clause which provides a manner for resolving disputes but does not permit a jury trial.**