

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: <ul style="list-style-type: none"> Navisun (the company managing your subscription); and Linden Hawk Rise LLC (an affiliate that owns the community solar System) ("Seller").
Address (of electricity account):	Address: 18 Shipyard Drive
City, State, Zip:	City, State, Zip: Hingham, MA 02043
Mailing Address (if different):	Phone: 732-847-4876
City, State, Zip:	Email: Care@NJLocalSolar.com
Phone:	Website: www.NJLocalSolar.com
Email:	Call Center Hours of Operation:
EDC electric service territory: PSE&G	M-F: 8:30AM-6:00PM
PSE&G account number:	Sat: 9AM-2PM Sun: 9PM-1PM

SUBSCRIPTION INFORMATION

Reference
Page or
Section

Subscription Size	This subscription represents approximately 90% of your annual historic electricity usage over the last 12 months although actual allocation may be more or less than this estimated amount.	Paragraph 3
Subscription Model	Each month, your PSE&G bill will be reduced by a credit equal to the retail value of the solar System's electricity that is allocated to your account (the "Solar Credit"). You will then be billed by Navisun for the value of the Solar Credit, reduced by a <u>10% discount</u> (or a 15% discount for qualifying customers who have low or moderate income as defined by the New Jersey Board of Public Utilities).	Paragraph 3
Prices and Fees	There are no fees to enroll or to cancel and no hidden fees. Each month, the price you owe will equal the retail value of the supplied electricity, inclusive of supply and delivery charges, reduced by a 10% discount (or a 15% discount for qualifying low/moderate-income customers). You will also pay any applicable sales tax (per New Jersey law), late fees (1.5%), and/or fees for bounced ACH or rejected credit/debit card payments (up to \$25).	Paragraph 5
Payment Details	You will be billed monthly, and payments will be due ten (10) days from the date of each bill. You will receive either an electronic invoice (sent to your email address above) or a paper invoice (sent to your U.S. mail address above). You must enroll for automatic payment (via credit or debit card).	Paragraph 5
Penalties	There are no penalties for cancelling your subscription at any time. If you fail to make a payment when it is due and such failure continues for a period of ten (10) days, you may be charged an added fee of one percent (1.5%) of the overdue balance per month and/or your subscription may be cancelled. You may also be charged a fee for bounced checks or rejected credit/debit card payments.	Paragraph 5

Benefits	<p><i>The following are estimates assuming a subscription of 7,500 kWh of community solar electricity per year and an average electricity price for the Solar Credit of \$0.15/kWh.</i></p> <p>Estimated Usage, Pricing, and Solar Credit Value:</p> <ul style="list-style-type: none"> • Estimated annual kWh received: 7,500 kWh • Estimated average electricity price for Solar Credit: \$0.15/kWh • Estimated annual solar credit value: \$1,125.00 <p>Estimated Savings for 10% Discount:</p> <ul style="list-style-type: none"> • Estimated annual savings (in \$): \$112.50 • Estimated savings over twenty (20) years: \$2,250.00 <p>Estimated Savings for 15% Discount (for qualifying low/moderate-income customers):</p> <ul style="list-style-type: none"> • Estimated annual savings (in \$): \$168.75 • Estimated savings over twenty (20) years (in \$): \$3,375.00 	Paragraph 5
Guarantees or Fixed Savings	Customers will save 10% (or 15% for qualifying low/moderate-income customers) off the retail value of the supplied electricity (i.e., the “Solar Credit” that will be set forth on your PSE&G electricity bill).	Paragraph 5
Contract Term	This contract is effective on the date that you sign the contract. This is a 20-year contract that you can cancel at any time without penalty upon ninety (90) days advanced notice. If the contract is never cancelled, it will expire twenty years after the community solar System reaches commercial operation. We will notify you after the solar System reaches commercial operation and before you will see Solar Credits appear on your PSE&G bill.	Paragraph 4
Early Termination or Cancellation	No early termination or cancellation fees apply. You may cancel the contract for any reason without penalty by so notifying Navisun via email or mail at the addresses above. Following your cancellation notice, Navisun will promptly direct PSE&G to cease allocating Solar Credits from the solar System to you. However, if for any reason you continue to receive Solar Credits after cancellation (for example, owing to a lag by PSE&G), you agree to continue paying Seller for such Solar Credits for up to ninety (90) days after your cancellation notice. You also agree to pay Seller for any Solar Credits received prior to cancellation. Navisun and/or Seller may cancel the contract at any time without penalty by providing written notice to you.	Paragraph 4
Right to Cancel Without Penalty	In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty within seven calendar days of signing the contract, by contacting your community solar provider: care@NJLocalSolar.com , or 732-847-4876	Paragraph 4
Data Sharing and Privacy Policy	Navisun and Seller value and take reasonable steps to protect your privacy. Our Privacy Policy is available at: https://www.NJLocalSolar.com/privacy-policy	
Other Important Terms	N/A	
SYSTEM INFORMATION		
Community Solar Project Name: Linden Hawk Rise		
Project Location	Linden, 07036	
Commercial Operation Date	The estimated commercial operation date is September 1, 2021.	
Complaints and Grievances		
If you have any questions or concerns, you should contact your community solar provider. If the issue remains unresolved, please contact the Board of Public Utilities by calling 1-800-624-0241 or		

submitting a customer complaint form at: <https://nicleanenergy.com/renewable-energy/programs/community-solar/complaint-form>.

I, _____, hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the full subscription contract, as it may contain provisions not included in this Disclosure Form.

Customer Signature Date

I, _____ (authorized signatory for Navisun and Seller), hereby certify that the above information is accurate. I will, within two (2) days after signing, provide a copy of the signed contract and this disclosure statement to the customer.

Signature from Provider Official or Representative Date



Community Solar Subscription Agreement

Summary of Your Solar Subscription

Customer:		Solar Farm Developer: Linden Hawk Rise Solar, LLC c/o Navisun LLC 300 Main Street, Suite 21 PMB 1321 Madison, NJ 07940
Phone:	Email:	Solar Farm Location: Former Linden Landfill
Meter Address:		Utility: Public Service Electric & Gas (PSE&G)
Mailing Address (if different from Meter Location):		
Allocated Capacity: Based on 7,500 kWh usage per year, your allocated capacity will be .139% of the Solar Farm’s annual electricity production. We will adjust your allocation based on your actual annual usage as determined by PSE&G based on your historic usage.		Solar Credits: The value, determined by PSE&G each month, of the solar electricity allocated to you

1. Introduction

This Community Solar Subscription Agreement (“**Agreement**”) sets out the terms and conditions under which (i) we, Linden Hawk Rise Solar, LLC, will allocate to you each month a portion of the solar electricity produced at the Linden Hawk solar project which is delivered to PSE&G, (ii) PSE&G will reduce your bill by the value of your solar allocation (the “Solar Credits”), and (iii) you will pay us for the Solar Credits at a guaranteed discount each month (the “Guaranteed Discount”). You acknowledge and agree that you are not receiving solar electricity production directly from the Solar Farm but rather an allocation of such production.

Your rights and obligations under this Agreement may also be affected by the terms and provisions of the community solar program administered by PSE&G in accordance with regulations adopted by the New Jersey Board of Public Utilities. Neither PSE&G nor the New Jersey Board of Public Utilities regulates the discount you receive for your community solar subscriptions.

Your Discount each month under this Agreement is guaranteed. However, your specific savings each month are not guaranteed because we cannot predict the amount of solar electricity production that will be allocated to you each month which will depend on weather and other factors.

2. Your Solar Farm

We are building a solar farm (the “Solar Farm”) at the location noted in the Summary of Your Solar Subscription above. You will receive an allocation of solar electricity production from the Solar Farm, provided, however, that in the event the production of the Solar Farm is insufficient to provide you with a sufficient allocation of solar electricity we may allocate to you production from one or more other solar farms located in your town, township or municipality or an adjoining town, township or municipality.

3. Calculation of Solar Credits

a) **Allocation.** Each month after PSE&G has connected the Solar Farm to its electricity grid, we will notify PSE&G of the quantity of solar electricity generated at the Solar Farm which should be allocated to you. We

will endeavor to allocate to you a quantity of up to ninety percent (90%) of your historic annual usage provided that you acknowledge and agree that the precise amount of your allocation will vary based on weather, your actual usage each year, and other factors.

b) **Value of Solar Credits.** PSE&G will place Solar Credits on your monthly bill equal to the value of such allocation as determined by PSE&G based on your retail rate, inclusive of supply and delivery charges. The amount of the Solar Credits allocated by PSE&G will change from month to month based on the quantity of solar electricity actually produced by the Solar Farm which will be determined by the weather and other unforeseeable factors. You acknowledge and agree that we cannot be responsible for when PSE&G allocates Solar Credits or whether PSE&G allocates all of the solar electricity we allocate to you.

c) **Our Bill for Solar Credits.** You will never be charged for Solar Credits until after you receive them from PSE&G and your PSE&G bill goes down by such amount. We will then bill you for such



Solar Credits at the Guaranteed Discount described in the Summary of Your Solar Subscription above.

4. Term

- a) **Term.** You will receive your Guaranteed Discount on your Solar Credits for the term of this Agreement which will, unless terminated earlier, be twenty (20) years from the later of the date of this Agreement or the date on which the Solar Farm begins to produce electricity that is allocated to you.
- b) **You May Cancel Any Time Without Penalty.** You may terminate this agreement at any time without penalty, provided that you give us ninety (90) days advanced written notice and that you will continue to be responsible for paying us, at the Guaranteed Discount, for any Solar Credits you receive before or after you terminate. You acknowledge and agree that PSE&G may take up to ninety (90) days to process the paperwork of your termination and so you may continue to receive Solar Credits on your electricity bill after your termination.
- c) **When We May Cancel Your Agreement.** We may also terminate your Agreement and your guaranteed savings at any time in the event that you cease to be eligible for community solar in accordance with any provision of Section 8 below, you fail to pay your invoices when due, you move to a new location that is ineligible for Solar Credits from the Solar Farm, information you have given us about your account proves to be inaccurate or incomplete, you are no longer eligible for any reason to participate in the community solar program, your credit falls below our minimum standards as we may determine from time to time in our discretion, you do not provide us with documentation required to access your historic usage and payment history from PSE&G, the Solar Farm is not connected to the PSE&G grid within eighteen (18) months of this Agreement, the lease for the land or rooftop where the Solar Farm is located is terminated or changed in any way, the account owner listed for your meter location dies, or PSE&G or the BPU makes changes in the community solar program that adversely affect our

revenues from the Solar Farm or terminate the community solar program.

d) **Initial Allocation of Solar Credits.**

We will attempt to allocate to your solar electricity from the Solar Farm as soon as PSE&G connects the Solar Farm to its electricity grid and begins to allocate Solar Credits to your monthly bill. However, we are not responsible for any delays in PSE&G's connecting the Solar Farm or in allocating Solar Credits to you.

- e) **Storms and Other Events.** You acknowledge and agree that from time to time certain circumstances may occur that are outside of our control and which could interfere with the Solar Farm's ability to generate solar electricity. Such events might include hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs, industrial actions, breaches of cyber security, or other Acts of God. In such circumstances we will endeavor to take steps to resume production and your allocation of Solar Credits.

5. Paying Your Bill

- a) **Monthly Statements.** Each month following PSE&G's first allocation of Solar Credits to you, you will receive a monthly statement from us electronically and/or via mail showing the amount you owe us for your Solar Credits at the Guaranteed Discount. We will never bill you for your Solar Credits until after you have received Solar Credits on your PSE&G monthly bill. Your payment shall be due within ten (10) days of the date of our bill. All invoices shall be paid by the payment method, either Automatic Clearing House (ACH) payment, credit card or check, that you select at the time you enter into this Agreement. You agree to inform us of any changes to such payment method or the information you provide to us promptly but no later than ten (10) days of any change.
- b) **Consolidated Billing.** In the event PSE&G introduces consolidated billing such that PSE&G and not we will bill you for your Solar Credits, we may in our discretion authorize PSE&G to bill you directly in which case you will receive one bill and not two. Under consolidated billing PSE&G will automatically

subtract the amount of your Guaranteed Discount from your Solar Credits and bill you the difference. In such a case you will no longer receive a bill from us each month.

- c) **Late Payments.** In the event of a late payment of all or a portion of your invoice we reserve the right to charge you a late fee equal to one and one-half percent (1.5%) per month of the amount of your unpaid invoice. We also reserve the right to charge you up to \$25 per incomplete ACH payment arising because of insufficient funds in your account in the event your bank charges us for such incomplete payment.
- d) **Taxes.** You shall be responsible for any and all taxes assessed on the generation, sale, delivery, or consumption of your allocation of solar electricity or your Solar Credits. As of the date of this Agreement, we are not aware of any such taxes assessed by any governmental authority.
- e) **Credit Agencies.** In the event you fail to pay your bills promptly after we have given you notice and a reasonable time to meet your obligations to us we reserve the right to notify credit agencies of your failure.

6. Title; Environmental Attributes and Tax Incentives Excluded.

You acknowledge and agree that you do not own or have any ownership interest in the Solar Farm or any solar panels producing electricity on the Solar Farm and that you are not entitled to any tax credits, governmental incentives, depreciation allowance or other benefits of any kind under any federal or state law associated with the production of renewable energy, the reduction of greenhouse gas emissions under any Regional Greenhouse Gas Initiative, Renewable Energy Certificates, or any other program regarding fuel, emissions, air quality, soil or water quality, or other environmental characteristics resulting from the use of solar energy generation.

7. **Net Excess Solar Credits.** From time to time you may receive Solar Credits in excess of your electricity bill in some months. In such a case we may carry over such excess from month to month with the balance of credits accumulating, in accordance with the community solar program administered by PSE&G, until the end of



twelve (12) consecutive monthly billing periods, termination of this Agreement, or otherwise in our discretion. The balance of excess Solar Credits may be paid out by PSE&G in accordance with the terms of the community solar program. If your annual usage declines and you receive an excess of Solar Credits we may, in our discretion, adjust the size of your allocation.

8. Community Solar Requirements and Acknowledgements.

In order for you to subscribe for and continue to participate in the community solar program administered by PSE&G, and to receive Solar Credits in accordance with this Agreement, you acknowledge and agree on the following:

- a) You are eighteen (18) years of age or older and are the beneficial owner of a utility account with PSE&G.
- b) The information you have given us at the time you enter into this Agreement is accurate and complete to the best of your knowledge;
- c) You will promptly notify us of any changes in your information including your account number, billing address, and payment information;
- d) We have based your allocation on your annual usage and if your annual usage increases you will probably receive an allocation of less than 90% of your annual usage with Solar Credits;
- e) You do not have rooftop solar and may not participate in more than one community solar project;
- f) In the event your Solar Credits exceed 90% of your historical usage and you receive an excess of Solar Credits, we may in our discretion decrease the amount of solar electricity allocated to you;
- g) The community solar program administered by PSE&G may change from time to time in which case this Agreement will be deemed automatically amended to incorporate any such changes;
- h) This Agreement is contingent on our and PSE&G's acceptance of this Agreement and of your allocation of Solar Credits to your utility account;
- i) You will always pay your PSE&G monthly bill which will include your net

charges after deducting for your Solar Credits in addition to our bill for your Solar Credits less the Guaranteed Discount;

- j) You will satisfy our credit requirements and if not we may decline to allocate solar electricity to you or terminate this Agreement, in our discretion, if we determine that you no longer meet such requirements or are otherwise ineligible to participate in the community solar program. You agree that we may run a soft credit check on you to confirm you meet our credit requirements.
 - k) You acknowledge and agree that in order to allocate solar electricity to you we must contact PSE&G to receive your historic usage and payment information and you agree that we may do so. You agree that if PSE&G requires us to present documentation of your authorization under this subparagraph you will promptly complete any forms we request in our reasonable discretion and any failure to provide such forms will be grounds for immediate termination of this Agreement.
 - l) 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; and
 - m) 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.
- 9. Move to New Address.** If you move you may cancel this Agreement provided that you pay for any Solar Credits which you receive from PSE&G at any time. If you move to a new address that is eligible to receive Solar Credits from the Solar Farm, you may continue your subscription at such new location by advising us of your new address.

10. Dispute Resolution.

- a) **Complaints.** For any concerns or complaints regarding this Agreement, please contact us at 732-847- 4876. We shall acknowledge such complaint within two (2) days of our receipt and respond within fourteen (14) days thereof whether in

writing or by phone call.

- b) **Dispute Resolution.** Any dispute between you and us arising out of or relating to this Agreement (a "Dispute") shall in the first instance be addressed by taking the following steps: (i) by informal negotiations between you and us following an exchange of written notice of and response to said Dispute and for a period of time not to exceed forty-five (45) days unless extended by mutual agreement; and if not resolved by negotiations, then (ii) such Dispute shall be finally settled through litigation in a United States District Court in New Jersey, or if such court does not have jurisdiction over such Dispute, in the Supreme Court of the State of New Jersey. For such purposes, each Party irrevocably submits to the jurisdiction of such courts (or, if such courts do not have or decline to exercise such jurisdiction, then any United States federal court of competent jurisdiction) and waives its right to any jurisdictional defense that such litigation is brought in an inconvenient forum. Neither you nor we will notify the Utility of any such Dispute until after you have provided us with such notice of Dispute and our forty-five (45) day response period, and any agreed extension, has ended. Following that period, you may contact the Utility regarding any unresolved Dispute to the extent it involves the amount of any Solar Credits you believe are due to you. Notwithstanding the foregoing, either Party may file a notice of dispute with the New Jersey Board of Public Utilities instead of filing a suit in the above courts.
- c) **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.
- d) **Jury Waiver.** EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION OR DOCUMENT RELATED TO THIS AGREEMENT.
- e) **Limitation on Damages.** Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party 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 a Party 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.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

f) **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.

11. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier, or sent electronically by email to the address of the addressee as specified below with evidence that such email was sent. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To us: Linden Hawk Rise Solar, LLC c/o Navisun
300 Main Street, Suite 21 PMB 1321
Madison, NJ 0794
Attn: Manager
To You: As set forth in the Summary of your Subscription above.

We may, at our option, engage a third-party service provider to manage our obligations and communications pursuant to this Agreement. Any notice, consent or other communication from such third-party provider shall be as effective as if provided directly by us. We will notify you in writing within thirty (30) days if the subscriber organization managing your subscription has changed.

12. Additional Agreements.

a) **Assignment.** You may not assign this Agreement nor assign or transfer the Solar Credits, except as set forth in this

Agreement. We may assign this Agreement, or any of our rights, duties, or obligations under this Agreement, to another entity or individual such as a bank or finance provider, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without your prior written consent. We may in our sole discretion, from time to time, transfer your subscription to another affiliated solar farm, provided that you receive similar rights and benefits as hereunder.

b) **Entire Agreement.** This Agreement, together with its appendices and exhibits, contains the entire agreement between you and us with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between you and us relating to the subject matter hereof.

c) **Severability.** Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

d) **No Partnership.** Nothing contained in this Agreement will constitute either you or us as a joint venturer, employee, or partner of the other, or render either you or us liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to PSE&G for electric service.

e) **Amendments; Binding Effect; Waiver.** Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both you and us or our respective successors in interest. This Agreement inures to the benefit of and is binding upon you and us and each of our respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the party making the waiver.

f) **Counterparts.** This Agreement may be



executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.

g) **Further Assurances.** From time to time each Party shall execute, acknowledge

and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request

made pursuant to this Section.

13. Right to Cancel.

You may cancel this transaction at any time without penalty within seven (7) calendar days of the Effective Date by contacting us. See the attached notice of cancellation form for an explanation of this right.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

Linden Hawk Rise Solar, LLC

By: _____
Name: _____
Title: _____

Customer

By: _____



Your Right To Cancel

Right to Cancel. During the Term of your Agreement you may cancel any time without penalty, provided that you pay us for any Solar Credits you receive. You may cancel this Agreement itself, without penalty or obligation, by sending us a written cancellation notice within seven (7) calendar days of the Effective Date of the Agreement. To cancel the Agreement, deliver a signed and dated copy of the below Notice of Cancellation (or any other written cancellation notice identifying you and the Agreement) to us at:

Linden Hawk Rise Solar, LLC
c/o Navisun
300 Main Street, Suite 21 PMB 1321
Madison, NJ 07940

postmarked no later than midnight of the date that is three business days from the date you signed the Agreement.

Note: The following form is made available for the purpose of cancelling the Agreement within the seven-day cancellation period described above. If you are not choosing to cancel the Agreement within the seven-day period described above, you should not sign this form.

Notice of Cancellation

Date of Transaction: [TODAY'S DATE]

You may cancel this transaction, without any penalty or obligation, within seven calendar days from the Effective Date of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement and any negotiable instrument executed by you will be returned within 10 days following receipt by us (Linden Hawk Rise Solar, LLC) of your Notice of Cancellation. If you cancel, you must make available to us at our address, in substantially as good condition as when received, any items of value delivered to you under the Agreement.

I, _____ hereby sign this Notice of Cancellation on __, [YEAR], and have caused it to be delivered to Linden Hawk Rise Solar, LLC on or before midnight of the date that is seven calendar days from the date I signed the Agreement.

Customer's Signature: _____