

TERMS & CONDITIONS AND PRIVACY POLICY

Bill Credits and Charges

Your expected Bill Credits and Subscription Fees are described in the Disclosure Checklist above and are based on the Project's expected annual generation. Solar generation varies by season, and you typically will receive more credits, and greater savings, in summer months than in winter months. Solar generation can also vary from year to year based on weather or as the system ages, and this will impact your expected savings.

Bill Credit: The amount in dollars that you receive from your utility for the electricity generated by your Subscription. The Bill Credit Rate is set by the OPUC and is used to calculate your total Bill Credit.

Oversubscription Recovery Charges: Your Subscription is sized based on your past energy use. You may not receive Bill Credits associated with more electricity than you consume over the course of an annual billing cycle (April through March). If this occurs, you must repay the value of the excess credits that you received minus the subscription fees you paid. You will pay this through a charge added to your utility bill at the beginning of the following yearly billing cycle that is equal to the value of these excess credits minus the subscription fees paid, and this charge may cause a net increase in your bill. The risk of this occurring can be minimized by sizing your Subscription at less than 100% of your past energy needs.

Program Fee: Program fees include both a Program Administration Fee and a Utility Administration Fee and may be updated on an annual basis by the Oregon Public Utilities Commission.

Changes to This Contract

Your Project Manager can make certain changes this Contract during your Subscription.

The Project Manager can adjust your Subscription size to balance your Subscription and your annual energy consumption. If your Subscription size is adjusted by more than 25%, your Project Manager will provide you with an updated Contract that reflects that change. Your Project Manager is not required to provide an updated Contract if the Subscription size change is smaller than 25% of the Subscription size listed in this Contract.

Your Project Manager or Subscription Manager can also reassign your Subscription from the Project listed in this Contract to another Project with the same Bill Credits, Subscription Fees, Program Fees, and other terms of this Contract. Your Project Manager will provide you with an updated Contract that reflects this change.

You may refuse these changes and cancel your Contract within three business days (Monday through Friday, excluding federal holidays) of receiving the updated Contract. Any other changes to this Contract may only be made with your direct written consent.

Length of Contract

This Contract begins on the date that Project begins Commercial Operations, expected to be 2021 or 2023 depending on the farm assigned and ends 20 years after that date. Your Project Manager will let you know if the commercial operations date is expected to change.

At the end of this Contract, and if the Project is still active with the ORCSP, you MAY extend the Contract. If you do not extend the Contract, it will end and you will no longer be in the ORCSP.

If your Contract is not extended, any remaining Bill Credit balance on your account will remain attached to your account and be credited towards your next monthly bill or donated at the end of an annual billing cycle as normal.

What Happens If You Move

If you move to a new home within Oregon and within the same utility territory, you can retain your Subscription. If you move outside of Oregon or your utility territory, you cannot retain your Subscription and this contract will be terminated.

You should contact your Project Manager if you move. If your utility account information changes because of your move and your Project Manager is unable to contact you, your Project Manager may terminate this contract.

How to Transfer Your Subscription to Another Utility Customer

You may transfer your Subscription to another person if they live in your household and you are also transferring your utility account to that person. There is no cost for this transfer. You may initiate a transfer of your Subscription by providing written notice to Project Manager specifying your name, address and PGE account, along with the Eligible Customer's name, address and PGE account. You must pay the Subscription Transfer Fee as indicated in the Disclosure Checklist on the first page this Contract. Upon receipt of your transfer notice, Project Manager will send you a Community Solar Subscription Transfer and Assignment Agreement to sign.

Three-Day Right to Cancel and Ending this Contract Early

You may cancel this contract without paying a fee at any time by contacting your Project Manager. If the Project is already operational and depending on the timing of your cancellation, you may receive Bill Credits and Subscription Fees for a final month of participation before this cancellation goes into effect.

If you would like to end this Contract before the end date in Section 3, you may do so by providing your Project Manager written notice ninety (90) days prior to your requested termination date. There is no fee for ending this Contract early.

The Project Manager may terminate this Contract if your utility is unable to provide you with Bill Credits and Subscription Fees because the utility account information you provide is incorrect or if it changes and is no longer current. To avoid this, you should inform your Project Manager if you move or if your utility account number changes. Your Project Manager may otherwise terminate this contract if they inform you of a contract breach that you fail to address within thirty days, or if the Project becomes no longer active in the ORCSP. Non-Payment and Utility Disconnection

If you do not pay your bill, your unpaid on-bill subscription charges will be reflected on your next monthly bill. Non-payment of your bill due to disconnection is considered a breach of Contract, and your Project Manager may terminate this Contract according to the process outlined above in **Section 6**. If your account is closed, rather than disconnected, your Project Manager may terminate the agreement immediately.

Non-Payment and Utility Disconnection

If you do not pay your utility bill in full, you will stay enrolled in the program so long as you remain an active utility customer. If your utility service is disconnected due to non-payment, your Project Manager may cancel this Contract. You will not be charged a fee by your Project Manager for non-payment or utility disconnection.

Changing the Size of Your Subscription

As described above, your Project Manager may adjust your Subscription size to keep your Subscription and your annual energy consumption in balance. There will not be a fee for changing your Subscription size. Renewable Energy Credits

Renewable Energy Credits

You will own rights to the environmental benefits associated with your subscription. This Project will produce Renewable Energy Certificates (RECs), which represent the rights to the environmental benefits of renewable energy. Your Project Manager will retire these RECs on your behalf. This allows you to make environmental claims about using renewable energy.

Utility Equal Payment Plans

If you participate in your utility's equal payment plan, your utility will continue to calculate an equal payment amount owed each month for your normal utility charges. However, this calculation will not account for the Bill Credits and Subscription Fees that you receive on your electric utility bill. Because of this, your total utility bill will vary based on the amount of energy your project generated that month. Generally, your Bill Credits will reduce your amount owed more in the summer months than in the winter.

Data Privacy and Security

Project Manager will be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Participant data; (ii) protect against threats or hazards to the security or integrity of the Participant data; and (iii) protect against unauthorized access to or use of Participant data; (iv) ensure the proper disposal of Participant data. Notifications about Project Status and Performance.

Notifications about Project Status and Performance

Your Project Manager is responsible for the construction and maintenance of the Project. You are not responsible for any costs related the repair or maintenance of the Project. Your Project Manager will notify you if there is a planned or unplanned outage of the Project lasting longer than three days.

If the Project is terminated for any reason before or after it achieves commercial operation, then the Project Manager will notify you within two weeks and cancel this contract.

Dispute Resolution

If you have questions, require information or wish to make a complaint, contact the Project Manager by calling 1-866-871-5423, emailing communitysolar@neighborhoodpower.com, writing to One World Trade Center, 121 SW Salmon Street Ste. 1100, Portland, Oregon 97204, or initiating contact via www.neighborhoodpower.com.

If you have inquiries or complaints the Project Manager is unable to resolve, you may contact the Program Administrator by calling 1-800-481-0510 (Mon through Fri, 8:00am to 5:00pm) or emailing info@oregoncsp.org.

Project Manager shall address any disputes made by you within thirty (30) days of receipt. If Project Manager contests any elements of any dispute, then you shall have the right to file suit in a bench trial in Marion County, OR. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled to the extent permitted by Oregon state courts and federal courts. The Project Manager May Sell this Contract.

The Project Manager May Sell this Contract

The Project Manager may assign, sell, or transfer this Contract to another entity, which will be bound by the terms of the Contract. If this Contract is assigned, sold, or transferred, the Project Manager will notify you in advance of the change.

Consent to Access and Use Your Energy Information

You authorize PGE to provide utility usage and billing information to the Project Manager and Program Administrator for the electric account(s) specified by you, for the Contract term. This information may include your electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify your eligibility for the ORCSP and to perform monthly billing and crediting for your Subscription.

Subscription Information Release

The Program Administrator may report non-identifiable information, in aggregate, about you and your Subscription to the OPUC, the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.