

Successor Solar Incentive (SuSI) Program  
 Administratively Determined Incentive (ADI) Program  
 Solar Power Purchase Agreement (PPA) Disclosure Form

**SOLAR POWER PURCHASE DISCLOSURE STATEMENT**

This statement is designed to help you understand the terms and cost of your solar Power Purchase Agreement (PPA).

**YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER FROM A SOLAR SYSTEM. YOU WILL NOT OWN THE SOLAR SYSTEM INSTALLED ON YOUR PROPERTY. YOU CANNOT CLAIM THE FEDERAL INVESTMENT TAX CREDIT OR ANY OTHER SIMILAR GOVERNMENTAL INCENTIVES, INCLUDING, BUT NOT LIMITED TO SOLAR RENEWABLE ENERGY CERTIFICATES (SREC-IIs).**

<u>PROVIDER (SREC-II Ownership, if applicable):</u>	<u>SOLAR INSTALLER:</u>	<u>WARRANTY/MAINTENANCE PROVIDER:</u>
Company:	Company:	Company:
Contact:	Contact:	Contact:
Address:	Address:	Address:
Telephone:	Telephone:	Telephone:
License # (if applicable):	License #:	License # (if applicable):
Email:	Email:	Email:

**CUSTOMER (Premise Contact):**

Customer ID:	
System Size:	
System Installation Address:	
Mailing Address:	
Email:	
Contract Date:	

**NOTE:** You are entering into an agreement to purchase power not a solar system. You will not own the solar system installed on your property. You cannot claim the federal investment tax credit. It is highly recommended you consult with your tax advisor with any questions.

Electricity & Term ( A )	Amount Due Up-Front ( B )	Total Estimated PPA Payments ( C )	Other Possible Charges ( D )
Your rate per kilowatt hour (kWh) for the power produced: \$ <input style="width: 80px;" type="text"/>	1. Amount you owe Provider at PPA signing: \$ <input style="width: 80px;" type="text"/>	Total of all your monthly payments and estimated taxes over the course of the PPA.  1. Your estimated total PPA payments excluding taxes are: \$ <input style="width: 80px;" type="text"/>	Other charges you may have to pay under the PPA: Late Charges: If a payment is more than <input style="width: 40px;" type="text"/> days late, you will be charged \$ <input style="width: 80px;" type="text"/>
Your estimated first year production in kilowatt hours: \$ <input style="width: 80px;" type="text"/>	2. Amount you owe Provider at completion of installation: \$ <input style="width: 80px;" type="text"/>	2. Your estimated total tax payments are: \$ <input style="width: 80px;" type="text"/>	System Removal (for roof repair fee): \$ <input style="width: 80px;" type="text"/>
The length of your solar lease: Year <input style="width: 60px;" type="text"/> Month <input style="width: 60px;" type="text"/>	3. Amount of any incentives Provider owes you at completion of installation: \$ <input style="width: 80px;" type="text"/>	based on estimated average monthly tax payment of: \$ <input style="width: 80px;" type="text"/>	Non-connection to Internet: If you do not maintain a high-speed connection, you will be charged a monthly fee of: \$ <input style="width: 80px;" type="text"/>
Incentives included in your rate per kilowatt-hour for the power produced: None <input style="width: 60px;" type="text"/> Free Form <input style="width: 60px;" type="text"/>	The total net up-front payments: You owe Provider (#1+#2-#3) \$ <input style="width: 80px;" type="text"/> Provider Owes You (#3-#2+#1) \$ <input style="width: 80px;" type="text"/>	3. The total of the monthly payments you will make over the course of the PPA (#1+#2): \$ <input style="width: 80px;" type="text"/>	Automatic Bank Withdrawals (ACH): Per month fee for not paying your PPA using automatic bank withdrawals \$ <input style="width: 80px;" type="text"/> Per month discount if you pay pay your PPA using automatic bank withdrawal \$ <input style="width: 80px;" type="text"/>
<p><b>NOTE:</b> Your monthly payments will be the amount of power produced times the rate per kWh above. See Box F "Payment Escalator" for factors that may affect the amount of your rate per kWh and therefore</p>			

Number of PPA Payments and When are Payments Due ( E )	PPA Payment Escalator ( F )
<p>The number of PPA Payments you will make: <input style="width: 50px;" type="text"/></p> <p>The first payment on your solar PPA is due on the <input style="width: 50px;" type="text"/> day of the first calendar month after the solar system is connected.</p> <p>Provider will provide you with:</p> <p style="padding-left: 40px;">Electronic Invoices (sent to your emails address above)</p> <p style="padding-left: 40px;">Paper Invoices (sent to you US mailing address above)</p>	<p>The amount of your solar PPA payment will increase:</p> <p style="text-align: center;">Never Annually Other <input style="width: 80px;" type="text"/></p> <p>Your solar PPA payment amount will increase by the following amount each time it increases: <input style="width: 50px;" type="text"/> %</p> <p>The first increase will occur in <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> (month/year)</p> <p>The maximum monthly Lease Payment during the initial term of the Lease is: \$ <input style="width: 100px;" type="text"/></p>

Site & Design Assumptions for your Leased System ( G )
<ul style="list-style-type: none"> <li>• Estimated gross annual electricity production in kilowatt-hours (kWh) from the PPA: <input style="width: 150px;" type="text"/></li> <li>• Estimated annual system production decrease due to natural aging of system: <input style="width: 50px;" type="text"/> %</li> <li>• System Location: <input style="width: 400px;" type="text"/></li> <li>• Connectivity: Your System <input type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be connected to the electric grid</li> <li>• Net metering: At the time of installation, Your System <input type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be net metered. Net metering rules are set by the jurisdiction you live in.</li> <li>• Any benefits of net metering accrue to you unless specified here: <input style="width: 250px;" type="text"/></li> </ul>

Security Filing ( H )								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">Provider</td> <td style="width: 15%; text-align: center;">WILL</td> <td style="width: 15%; text-align: center;">WILL NOT</td> <td style="width: 55%;">Take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home).</td> </tr> <tr> <td style="text-align: right;">Provider</td> <td style="text-align: center;">WILL</td> <td style="text-align: center;">WILL NOT</td> <td>File a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system but not placing a lien or mortgage on your home)</td> </tr> </table>	Provider	WILL	WILL NOT	Take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home).	Provider	WILL	WILL NOT	File a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system but not placing a lien or mortgage on your home)
Provider	WILL	WILL NOT	Take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home).					
Provider	WILL	WILL NOT	File a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system but not placing a lien or mortgage on your home)					

System Repair & Maintenance ( I )
<p>System maintenance <input type="checkbox"/> IS <input type="checkbox"/> IS NOT included for the term of the PPA from Provider or third party (such as an installer or equipment manufacturer).</p> <p>System repairs refers to actions needed to fix your solar system if its is malfunctioning.</p> <p>System repairs <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT included for the term of the PPA from Provider or a third party (such as an installer or equipment manufacturer).</p> <p>You at your own cost are required to perform the following maintenance and/or repairs on the system:</p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>If the system has to be removed to allow for roof repairs or home remodeling, which is probable if your roof warranty will expire before this lease expires, the cost and other terms and conditions of such removal are set forth at <input style="width: 100px;" type="text"/> of the PPA</p>

Roof Warranty & Repair ( J )
<p>Your roof <input type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks from the system installation for <input style="width: 50px;" type="text"/> years</p> <p>Your roof <input type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks caused by Provider's removal of the system for a period of <input style="width: 80px;" type="text"/> following system removal. Any portions of your roof impacted by the system <input type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be substantially returned to their original condition following the removal of the system (ordinary wear and tear excepted).</p> <p>Many roofs may need to be repaired or replaced during the term of a solar PPA in a manner that requires the solar system be removed. If the system must be removed, there <input type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be a fee. If there WILL be a fee it will be \$ <input style="width: 100px;" type="text"/> as set forth in Section D above. The terms and conditions governing such removal are set forth at <input style="width: 100px;" type="text"/> of the PPA.</p>

Transferring Your PPA, Selling Your Home, Moving Your System ( K )
<p>If you sell you home, you <input type="checkbox"/> MAY <input type="checkbox"/> MAY NOT transfer this solar PPA to the purchaser(s) of your home.</p> <p>If you MAY transfer the PPA, the transfer will be subject to the following conditions:</p> <p>Credit check on the purchaser(s)</p> <p>Minimum FICO score requirement: <input style="width: 100px;" type="text"/></p> <p>Transfer, audit, or similar fee in the amount of \$ <input style="width: 80px;" type="text"/></p> <p>Assumption of PPA by purchaser(s) of your home</p> <p>Other <input style="width: 400px;" type="text"/></p> <p>If this box is checked <input type="checkbox"/> you also have the right to purchase the system or to terminate the PPA by paying some or all of the remaining payments due on the PPA, all as described in more detail in Section(s) <input style="width: 80px;" type="text"/> of the PPA.</p> <p>You <input type="checkbox"/> MAY <input type="checkbox"/> MAY NOT move your system to a new home.</p> <p>If you MAY move your system, the conditions under which you may do so are described in detail in Section(s) <input style="width: 80px;" type="text"/> of the PPA.</p>

Taxes ( L )
<p>Solar energy systems currently are not subject to property tax in New Jersey. Consult a tax professional if you have any questions or concerns about the effect of this PPA on your taxes.</p>

**Utility and Electricity Usage/Savings Assumptions ( M )**

You  HAVE  HAVE NOT been provided by the Provider with a savings estimate based on your solar PPA.

If provided, the savings estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

The savings estimate ASSUMES the following:

Years of electricity production from your PPA:

A current estimated UTILITY ELECTRICITY RATE of  [cost per kilowatt-hour kWh] during the first PPA year with estimated increases of  percent annually. Lessor based this estimate on the following source(s):

First PPA Year:

Subsequent PPA Years:

An estimated solar electricity rate from your PPA  [cost per kilowatt-hour kWh] during the first lease year with estimated increases of  percent annually.

It is important to understand that projected or estimated electricity rates are estimates only and that your actual current and future utility rates and utility rate increases may vary.

Provider  IS  IS NOT guaranteeing these savings. If Provider is guaranteeing savings, underperformance will be compensated as follows:

**Transfer of Obligations by Lessor ( N )**

Without your consent, the PPA may be assigned, sold or transferred by Provider to a third-party that will be bound to all the terms of the PPA.

**Performance or Production Guarentee ( O )**

Provider is providing you with a:

- Performance quarentee
- System Production guarantee
- No guarantee of performance or system production

Underproduction or underperformance on the guarantee will be remedied as follows:

**New Jersey Solar Renewable Energy Certificates (SREC-II) ( P )**

Any NJ solar renewable energy certificates II (SREC-IIs) created based on the production of solar electricity from the solar system WILL WILL NOT be owned by the provider. If you will not own the SREC-IIs, the PPA Provider may sell the SREC-IIs to the SREC-II Administrator toward compliance with NJ's Renewable Portfolio Standard requirements.

**Lease Expirations ( Q )**

The effects of the expiration of the PPA are described in detail in Section(s) [ ] of the PPA.

**Additional Disclosures ( R )**

**Cooling Off Period/Right to Cancel ( S )**

In addition to any rights you have under state or local law, you WILL HAVE the right to terminate the Contract without penalty within [ ] business days of your execution of it by notifying Provider as set forth in Section(s) [ ] of this Contract.

**Signatures ( T )**

*If using electronic signatures, please upload the Certificate of Completion or the Signature Verification Sheet with the Disclosure Form.*

I certify that on behalf of the Provider, I provided this Statement to the Customer on the date set forth below my signature.

[ ]

PROVIDER COMPANY NAME (SREC-II Owner, if applicable)

[ ]

SOLAR INSTALLER COMPANY NAME

[ ]

PREMISE SITE HOST/CUSTOMER COMPANY, IF APPLICABLE

[ ]

PROVIDER CONTACT SIGNATURE

[ ]

SOLAR INSTALLER CONTACT SIGNATURE

[ ]

PREMISE SITE HOST/CUSTOMER SIGNATURE

[ ]

DATE

[ ]

DATE

[ ]

DATE