

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this “Agreement”) by and between Community Supported Solar for Farms LLC, a New Hampshire limited liability company (the “Company”), and party set forth on the signature page hereto (the “Subscriber”) is entered into as of the date of the signature of the Company set forth on the signature page. Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Operating Agreement of the Company, dated as of May 4, 2020, (the “Operating Agreement”).

The Company and the Subscriber desire to enter into an agreement pursuant to which the Subscriber will purchase, and the Company will sell Shares on the terms and subject to the conditions set forth herein.

The parties hereto hereby agree as follows:

1. Purchase and Sale of Shares. The Subscriber hereby subscribes for and agrees to acquire, and the Company agrees to convey to the Subscriber, the Shares the Total Contribution set forth on the signature page of this Agreement (the “Purchase Price”). The closing of the purchase and sale of the Shares in the Company (the “Closing”) shall take place upon the execution of this Agreement by the parties hereto.

2. Representations and Warranties of the Subscriber. In connection with the purchase and sale of the Shares hereunder, the Subscriber represents and warrants to the Company that:

(a) The Shares to be acquired by the Subscriber pursuant to this Agreement will be acquired for the Subscriber's own account and not with a view to, or intention of, distribution thereof in violation of the U.S. Securities Act of 1933, as amended (the “Securities Act”), or any applicable state or other securities laws, and the Shares will not be disposed of in contravention of the Securities Act or any applicable state or other securities laws.

(b) The Subscriber is able to evaluate the risks and benefits of the investment in the Shares. The Subscriber is able to bear the economic risk of its investment in the Shares for an indefinite period of time and acknowledges that (i) the Shares have not been registered under the Securities Act and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available; (ii) the Shares may not be sold, transferred, pledged, or otherwise disposed of except in accordance with the Operating Agreement, and upon delivery of an opinion of counsel for or satisfactory to the Company that registration under the Securities Act or any applicable state or other securities laws is not required; (iii) the exemption provided in Rule 144 under the Securities Act is not presently available for the resale of any of the Shares and it is unlikely that such exemption will be available at any time in the future with respect to any proposed transfer of the Shares; and (iv) the Company is not under any obligation to perfect any exemption for the resale of any of the Shares.

(c) The Subscriber has had an opportunity to ask questions and receive answers and information concerning the terms and conditions of the sale of the Shares, including information regarding projected performance, estimates or budgets of revenues, results of operations (or any component thereof), cash flows or financial condition or operations (or any component thereof), forward-looking statements, and has had full access to information concerning the Company as it has requested. The Subscriber acknowledges that he has been advised that an investment in the Shares involves a high degree of risk, and is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment and who can afford the risk of a complete loss of their investment.

(d) In making a decision to enter into this Agreement and the Operating Agreement, and to acquire the Shares, the Subscriber has relied solely upon its own review of the investment opportunity in the Company and, accordingly, the Subscriber has not relied (and shall not rely) on information, written or oral, provided by the Manager or its employees, including any information constituting projected performance, estimates or budgets of revenues, results of operations (or any component thereof), cash flows or financial condition or operations (or any component thereof), forward-looking statements, due diligence reports, interviews with management, research, analysis or other similar information.

(e) This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by the Subscriber has been duly authorized and do not and will not conflict with, violate or cause a breach of any agreement, contract or instrument to which the Subscriber is a party or any judgment, order or decree to which the Subscriber is subject. The Subscriber has full capacity to execute and deliver this Agreement and to perform its obligations hereunder.

(f) The Subscriber understands the speculative nature of and risks involved in the proposed investment in the Company, and all matters relating to the structure and the operations of the Company have been discussed and explained to Subscriber' satisfaction. The Subscriber specifically acknowledges its understanding that the Purchase Price for the Shares purchased hereby, may not be indicative of the fair market value of the Shares.

(g) The Subscriber is acquiring the Shares without having been furnished any representations or warranties of any kind whatsoever with respect to the business and financial condition of the Company, other than the representations and warranties contained herein.

(h) The Subscriber has discussed with, and relied upon, the advice of the Subscriber's counsel with regard to the meaning and legal consequences of the Subscriber's representations and warranties herein and the considerations involved in making an investment in the Company, and the Subscriber understands that the Company is relying on the information set forth herein.

(i) The Subscriber certifies under penalty of perjury that (i) the Taxpayer Identification Number and address provided under the Subscriber's name on the signature page to

this Agreement are correct, (ii) the Subscriber is not subject to backup withholding either because the Subscriber has not been notified that he is subject to backup withholding as a result of a failure to report all interest or dividends or because the Internal Revenue Service has notified the Subscriber that he is no longer subject to backup withholding and (iii) the Subscriber is not a nonresident alien, foreign Operating, foreign trust or foreign estate.

3. Representations and Warranties of the Company. As an inducement to the Subscriber to acquire the Shares from the Company, and as a condition thereto, the Company represents and warrants to the Subscriber that:

(a) The Shares to be issued under this Agreement will, upon issuance in accordance with the terms hereof, be duly and validly authorized and issued, fully paid and nonassessable, and will not have been issued in violation of any pre-emptive or similar right of any person or of any federal or state law.

(b) The Company is not an “investment company,” within the meaning of the Investment Company Act of 1940, amended.

5. General Provisions.

(a) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) Complete Agreement. This Agreement and the Operating Agreement of the Company embody the complete agreement and understanding between the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(d) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of, and be enforceable by, the Subscriber and the Company and their respective successors and assigns (including subsequent holders of the Shares); provided that the rights and obligations of the Subscriber under this Agreement shall not be assignable except with the prior written consent of the Company.

(e) Choice of Law. The internal laws of the State of New Hampshire will govern all questions concerning the relative rights of the Company and its members and all other questions concerning the construction, validity and interpretation of this Agreement.

(f) Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorneys' fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (upon posting of a bond or such other security as may be required by a court of competent jurisdiction) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(g) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Subscriber.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement on the date first written above.

Number of Shares:

Name of Subscriber:

**Total Contribution:
@ \$4,523.00 per Share**

By: _____

Address:

Social Security Number:

COMMUNITY SUPPORTED SOLAR FOR
FARMS LLC

By it Manager: CHESHIRE COUNTY
CONSERVATION DISTRICT

By: _____
Amanda J.C. Littleton, District Manager

Date: _____