

Name(s): _____

Payment Option: _____

No. of Units: _____

HARVARD COMMUNITY SOLAR GARDEN I, LLC

INVESTOR SUBSCRIPTION DOCUMENTS

HARVARD COMMUNITY SOLAR GARDEN I, LLC

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Name(s): _____

Payment Option: _____

No. of Units: _____

HARVARD COMMUNITY SOLAR GARDEN I, LLC
(A Massachusetts Limited Liability Company)

INVESTOR SUBSCRIPTION AGREEMENT

Harvard Community Solar Garden I, LLC
115 Massachusetts Avenue
PO Box 469
Harvard, MA 01451

Ladies and Gentlemen:

You have informed the undersigned, that Harvard Community Solar Garden I, LLC is a Massachusetts limited liability company (the "Community LLC") of which Worth Robbins is the manager (the "Community LLC Manager") and you have supplied the undersigned with a copy of the Confidential Memorandum of the Community LLC dated February __, 2012 and all exhibits thereto (the "Memorandum"), including, without limitation, the Amended and Restated Operating Agreement of the Community LLC in the form attached as Exhibit A to the Memorandum (the "Community LLC Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Community LLC Agreement.

In light of the information provided, the undersigned agrees with the Community LLC and Community LLC Manager as follows:

(1) Purchase.

Subject to the terms, conditions and provisions in this Investor Subscription Agreement, the Memorandum and the Community LLC Agreement, the undersigned hereby irrevocably tenders this Investor Subscription Agreement for Units in the Community LLC under the Payment Method and for the number of Units set above. As noted in Section 3.02 of the Community LLC Agreement, Units may be purchased under the Lump Sum Cash Method or the Installment Method (each, a "Payment Option"). Investors who elect to purchase their Units under the Lump Sum Cash Method must pay their entire Capital Contribution to the Community LLC on or before the Closing Date. Investors who elect the Installment Method must pay at least 10% of their Capital Contribution on or prior to the Closing Date and pay the balance with interest on the principal amount outstanding from time to time at 6% per annum (the "Promissory Obligation") in cash or through credited payments as set forth in Section 3.02(b) of the Community LLC Agreement. Each Investor electing the Installment Method must also execute and deliver an Investor Promissory Note in the form included within these Investor Subscription Documents.

Units will be purchased by Investors on a Net Purchase Price per Unit basis as determined by the Community LLC Manager in accordance with Section 3.02(b) of the Community LLC Agreement. The Investor hereby agrees and acknowledges that it has received a calculation of the Net Purchase Price for its Units which is included herein as Schedule 1.

The payment amounts submitted herewith shall be held in the Escrow Account until the Closing Date.

This Investor Subscription Agreement shall be irrevocable upon acceptance by the Community LLC and prior to such acceptance, until the Offering Termination Date. This subscription shall not be binding upon

the Community LLC until acceptance and until the funds paid by the undersigned herewith clear and are credited to the account of the Community LLC.

Each Community Member regardless of the Payment Option selected, shall also be obligated to make additional Capital Contributions (based on his her Pro Rata Share) to the extent required to fund Cost Overruns or Operating Deficits as more fully described in Section 3.02(e) of the Community LLC Agreement.

The undersigned hereby grants to the Community LLC, as security for any additional Capital Contributions due under Section 3.02(e) of the Community LLC Agreement, and in the case the undersigned has elected the Installment Method, payment of its Promissory Obligation, a security interest (the "Security Interest") in the undersigned's Unit(s), including all of the undersigned's rights and interests in the Community LLC, all of the undersigned's rights under the Community LLC Agreement, the undersigned's share of any distributions of any nature whatsoever of the Community LLC, and proceeds of any of the above.

At any time and from time to time upon request of the Community LLC, the undersigned will give, execute, file and record any notice, financing statement, continuation statement, UCC-1, instrument, document or agreement that the Community LLC may consider desirable to create, preserve, continue, perfect or enforce its rights under this Investor Subscription Agreement with respect to the Security Interest. The Community LLC is authorized to file with respect to the Security Interest one or more financing statements, continuation statements or other documents without the undersigned's signature, naming the undersigned as debtor and the Community LLC as secured party; or to correct or complete any financing statements, continuation statements or other such documents as the undersigned has signed.

The undersigned represents that (1) the undersigned will own all of the undersigned's Unit(s), free and clear of all liens and encumbrances (other than the Security Interest) and agrees that the undersigned will not encumber or grant any other security interest in or file a financing statement with respect to such Unit(s), or permit any of the foregoing, without the prior written consent of the Community LLC, and (2) that the undersigned has not done so to date. The undersigned acknowledges that even if the Community LLC sells, assigns or otherwise transfers the Subscription Agreement or the Promissory Obligation to a third party, the Security Interest will survive until all amounts due hereunder are paid in full.

(2) Subscriber Information

The following information is required in order to determine whether the undersigned will be a qualified purchaser of the Units pursuant to the exemptions from federal securities registration provided under Section 3(b) and/or Section 4(2) of the Securities Act of 1933, as amended (the "1933 Act"), Regulation D promulgated thereunder by the Securities and Exchange Commission, and the requirements of applicable state securities laws.

The answers to these questions will be used to establish (1) whether the undersigned or, in the case of an entity, its authorized representative, has such knowledge and experience in financial and business matters that the undersigned or, in the case of an entity, its authorized representative, is capable of evaluating the merits and risks of an investment in the Community LLC, (2) whether the undersigned is able to bear the economic risk of an investment in the Community LLC, and (3) whether an investment in the Community LLC is suitable for the undersigned in view of the investment objectives and financial situation and needs of the undersigned. The undersigned's answers at all times will be treated confidentially by the Community LLC. However, the Community LLC Manager reserve the right to present this Questionnaire and any information contained herein to lenders and credit reporting agencies, and to parties they deem appropriate, if called upon to establish the legality of this offering or comply with any other regulatory requirements.

2.1 The following information is to be provided by ALL INVESTORS (if the Investor is not a natural person, the information, to the extent applicable, should be provided for the person executing these documents on

behalf of the entity investor. Please see item 2 of the Instructions to Investor Subscription Documents and Completion Checklist for further information):

Investor

(a) Name(s) of Investor(s): _____

Co-Investor (If Applicable)

(b) If not a Natural Person: Type of Entity:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other _____
(specify) |

State of Organization: _____

Number of shareholders, partners or members: _____

Name(s) and title(s) of individual(s) executing documents: _____

(c) If a corporation, check type(s):

- | | |
|---|---|
| <input type="checkbox"/> Closely-Held C Corporation | <input type="checkbox"/> S Corporation |
| <input type="checkbox"/> Widely-Held C Corporation | <input type="checkbox"/> Personal Service Corporation |

Investor

Co-Investor (If Applicable)

(d) Home Address _____

Phone Number: () _____ () _____

(e) Business Address _____

Phone Number: () _____ () _____

(f) Address to which correspondence should be mailed:

- Home Business Other (Specify):

Investor

Co-Investor (If Applicable)

(g) Date of Birth
(or Formation
if an Entity): _____

(h) Social Security or
Taxpayer I.D.
Number: _____

(i) Marital Status: _____

(j) If married, do you
file tax returns
jointly with spouse? Yes No Yes No

(k) This item is to be completed only by Investors who qualify as Accredited Investors. Investors who
qualify as Accredited Investors MUST CHECK at least one of the following four statements:

⁽ⁱ⁾ I certify that I am an Accredited Investor because I am a natural person and I have a net
worth as of the date of this subscription (alone or including my spouse's net worth) in
excess of \$1,000,000 (exclusive of the value of such person's primary residence). (In the
case of married Co-Investors, this box should be checked if either Co-Investor can make
this statement.)

⁽ⁱⁱ⁾ I certify that I am an Accredited Investor because I am a natural person and I have had
individual income in excess of \$200,000, or joint income with my spouse in excess of
\$300,000, in each of the two most recent years and I reasonably expect the same income
level in the current year. (In the case of married Co-Investors, this box should be
checked if either Co-Investor can make this statement.)

⁽ⁱⁱⁱ⁾ I certify that the corporation, trust or partnership which I represent is an Accredited
Investor because said entity was not formed for the specific purpose of acquiring Units
and said entity has total assets in excess of \$5,000,000.

^(iv) I certify that the entity which I represent is an Accredited Investor because all of the
equity owners in said entity are Accredited Investors under any of (i), (ii) or (iii) above.

Investor

Co-Investor (If Applicable)

(l) Educational
Background and
Degrees received: _____

(m) Employment:
Name of Employer: _____

Current Positions Held
and Job Duties:

Other Employment
and Business
Activities During
Last Five (5)
Years:

Investor

Employer

Position Held/Nature
of Responsibilities

Co-Investor

Employer

Position Held/Nature
of Responsibilities

(n) Real Estate Investment Experience.

Describe your experience as an Investor in real estate, focusing on the areas listed below. Please include any other information which you believe would prove useful to the Community LLC Manager in their evaluation of your knowledge and experience in business and financial matters. If the space provided is insufficient, please attach additional pages.

- Real Property (residential, investment or vacation properties owned by you)
- Real Estate Securities
- Tax Advantaged Real Estate Investments (e.g., limited partnerships, joint ventures)
- Other Real Estate Investments

	<u>Investor</u>	
<u>Nature of Investment</u>	<u>Approximate Date Purchased</u>	<u>Amount Invested</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	<u>Co-Investor</u>	
<u>Nature of Investment</u>	<u>Approximate Date Purchased</u>	<u>Amount Invested</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(o) Other Investment Experience.

Describe your experience as an Investor in securities generally, especially in the areas listed below. Please include any other information which you believe would prove useful to the Community LLC Manager in their evaluation of your knowledge and experience in business and financial matters. If the space provided is insufficient, please attach additional pages.

- Stocks, Bonds, Mutual Funds
- Tax Advantaged Investments
- Retirement Investments
- Other Investments

	<u>Investor</u>	
<u>Nature of Investment</u>	<u>Approximate Date Purchased</u>	<u>Amount Invested</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	<u>Co-Investor</u>	
<u>Nature of Investment</u>	<u>Approximate Date Purchased</u>	<u>Amount Invested</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(p) Has the Investor(s) previously purchased securities which were sold through a private placement?

Yes No

(q) Describe any other substantial experience in financial, budgeting or accounting matters:

Investor

Co-Investor

(r) Please list any advisor retained by the Investor(s) to review this investment:

Name: _____
 Profession: _____
 Address: _____

(s) This question is presented in an alternative form. Based on the foregoing information, please CHECK in the box provided, the proper alternative:

- ALTERNATIVE ONE: I/we have such knowledge and experience in financial and business matters and in tax-oriented investments in particular that I/we am/are capable of evaluating the merits and risks of an investment in the Community LLC, I/we have the capacity to protect my/our own interests in connection with the transaction, and I/we do not wish to use a Purchaser Representative in evaluating those merits and risks. I/we understand, however, that the Community LLC Manager may request that I/we use a Purchaser Representative.
- ALTERNATIVE TWO*: I/we intend to use the services of the following named person(s) as Purchaser Representative(s) in connection with evaluating the merits and risks of an investment in the Community LLC:

List name(s) of Purchaser Representative(s):

* If you check this second alternative, you must submit a completed, signed Purchaser Representative Questionnaire to accompany this information.

2.2 This Section Is To Be Completed By ALL INVESTORS:

Please check and/or answer carefully the following questions for yourself or on behalf of the entity you represent. If your answers require more space than is provided, please attach additional pages.

(a) Personal Financial Statement.

Please thoroughly complete the following statement of financial condition as of the date of this Investor Subscription Agreement.

ASSETS

Cash on hand in Banks	\$	_____
Securities (Listed)		_____
Securities (Unlisted)		_____
Limited Partnerships		_____
Retirement Plans		_____
Real Estate (Primary Residence)		_____
Real Estate (Other)		_____
Automobiles		_____
Home Furnishings		_____
Other Personal Property		_____
Cash value - life insurance		_____
Other Assets - Itemize		_____
_____		_____
_____		_____
_____		_____
TOTAL ASSETS	\$	_____

LIABILITIES

Mortgages (Primary Residence)	\$	_____
Mortgages (Other Real Estate)		_____
Notes Payable (Secured)		_____
Notes Payable (Unsecured)		_____
Accounts Payable		_____
Other Liabilities - Itemize		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
TOTAL LIABILITIES	\$	_____
NET WORTH	\$	_____
Total Liabilities & Net Worth	\$	_____

SOURCE OF INCOME

PERSONAL INFORMATION

Salary, Bonuses	\$ _____
Interest & Dividends	_____
Real Estate Income	_____
Passive Income	_____
Other - Itemize	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL INCOME	\$ _____

Are any Assets pledged? _____
Are you a defendant in any suits or legal actions? _____
If Yes, please explain: _____

Have you ever declared bankruptcy? _____
If Yes, please explain: _____

(b) Net Worth.

Check the range (from the Personal Financial Statement above) that indicates the Investor’s total net worth (i.e., Total Assets Minus Total Liabilities), alone or together with that of the Investor’s spouse if a natural person:

- Less than \$65,000
- \$65,000 - \$124,999
- \$125,000 - \$199,999
- \$200,000 - \$1,000,000
- Over \$1,000,000

Investors who do not have a net worth of at least than \$21,600 per Unit may not qualify for investment in the Community LLC, and should immediately contact the Community LLC Manager. For the purposes of each of the foregoing standards, “net worth” is exclusive of home, furnishings and automobiles.

(c) Income.

(i) Place a check mark in the appropriate box to show the Investor’s taxable income, excluding income attributable to a spouse, expected for the current calendar year (disregarding the tax consequences of an investment in the Community LLC and other tax-advantaged investments):

- \$ 0 - \$ 59,999
- \$60,000 - \$74,999
- \$75,000 - \$200,000
- \$200,001 - \$300,000
- Over \$300,000

(ii) The undersigned expects a spouse’s income to add \$_____ to the above income.

(3) Representations by Investor(s) (PLEASE READ CAREFULLY): The undersigned represents and warrants (and in the case of Co-Investors, each Co-Investor represents and warrants) as follows:

- (a) The undersigned understands that the Units have not been registered under the 1933 Act or any state securities laws, and the undersigned has no right to require registration. The undersigned also understands that no state or government authority has made any finding or determination relating to the fairness for investment of the Units.
- (b) The undersigned has an overall commitment to investments which are not readily marketable which is not disproportionate to the undersigned's net worth, the undersigned's investment in Units will not cause such commitment to become excessive, and the undersigned has adequate means of providing for the undersigned's current needs and possible personal or other financial contingencies without needing to resort to the funds to be used for the purchase of the Units, and the undersigned could afford a complete loss of the undersigned's entire investment in the Units. In furtherance of the foregoing, the undersigned represents that it has a net worth, in the case of a natural person, exclusive of home, home furnishings and automobiles, of at least four (4) times the amount of the undersigned's investment in the Community LLC.
- (c) The undersigned is an Accredited Investor or the undersigned has, alone or together with a Purchaser Representative (as defined by SEC Rule 501(h)), sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of an investment in the Community LLC.
- (d) The Units which are the subject of this Agreement will be acquired solely for the undersigned's account as an investment, and not for the account of any other person; and will not be purchased with a view toward distribution, pledge, resale, subdivision, fractionalization or any other transfer or disposition to others.
- (e) The undersigned is aware of its inability to readily liquidate the undersigned's investment in case of an emergency and that the Units being purchased may have to be held for an indefinite period since there will be no public market for the Units and they ordinarily are not acceptable as collateral for loans, and the undersigned has sufficient liquid assets to ensure that the undersigned's purchase of the Units will not cause the undersigned undue financial difficulties.
- (f) The undersigned understands that the undersigned's right to transfer the Units will be restricted as set forth in the Community LLC Agreement.
- (g) The undersigned, and the undersigned's Purchaser Representative, if any, have been furnished and have carefully read the Memorandum, including all exhibits thereto. The Community LLC has made available to the undersigned and, if the undersigned so requested, to the undersigned's attorney, accountant and Purchaser Representative, all documents that were requested relating to an investment in the Community LLC that were available to the Community LLC. The Community LLC answered to the undersigned's full satisfaction all questions asked of it concerning the offering and an investment in the Community LLC. The undersigned has had the opportunity to ask questions of the Community LLC Manager regarding the Community LLC and an investment in it. In evaluating the suitability of an investment in the Community LLC, the undersigned has not relied upon any representations, warranties, or other information (whether oral or written) other than as set forth in the Memorandum or as contained in any documents or answers to questions furnished to the undersigned in writing by the Community LLC Manager or the Community LLC. The undersigned is acquiring the Units without being furnished any offering literature or prospectus other than the Memorandum. The undersigned is satisfied that the undersigned has received information with respect to all matters it considers material to its decision to make the investment in the Units.
- (h) The undersigned, and the undersigned's Purchaser Representative, if any, fully understand that investment in the Community LLC involves certain risks, and the undersigned understands all of the risk factors related to the purchase of Units, including, but not limited to, those set forth under the captions "Risk Factors" in the Memorandum.

- (i) The undersigned has discussed with the undersigned's professional legal, tax and financial advisors and the undersigned's Purchaser Representative, if any, the suitability for the undersigned of an investment in the Community LLC in light of the undersigned's investment objectives and the undersigned's particular tax and financial situation and needs. All information which the undersigned provided to the Community LLC concerning the undersigned and the undersigned's financial position, including, but not limited to, the personal financial statement of the undersigned, whether pursuant to Section 2.2(a) hereof or in another format provided by the undersigned, is correct and complete as of the date set forth below, and if there is any material change in that information prior to the undersigned's admission to the Community LLC as a Community Member, the undersigned will immediately provide updated information to the Community LLC Manager.
- (j) The undersigned has sufficient liquid assets to pay promptly when due all payments required by this subsection and agrees, upon acceptance by the Community LLC of this Investor Subscription Agreement, that if the undersigned fails to make a payment when due, the Community LLC and the Community LLC Manager shall have all the rights set forth in this Investor Subscription Agreement, the Community LLC Agreement, or elsewhere at law or in equity.
- (k) The undersigned acknowledges that this Agreement, and if applicable, the Investor Promissory Note may be assigned, sold or pledged by the Community LLC to a third party, and the undersigned agrees to recognize any Security Interest which may be granted by the Community LLC. The undersigned acknowledges that a third party may rely on this Investor Subscription Agreement and agrees not to modify or alter this Investor Subscription Agreement in any way. The undersigned further acknowledges that a third party may arguably be a "holder in due course" under applicable commercial law and, hence, certain defenses to nonpayment which the undersigned might otherwise be able to assert directly against the Community LLC, may be unavailable against the third party.
- (l) The undersigned acknowledges that the information contained in the Memorandum and the exhibits thereto is confidential and non-public; the undersigned agrees to keep all of the information confidential and neither use it to the undersigned's personal benefit (other than in connection with the undersigned's subscription for Units) nor disclose it to any third party for any reason; provided, however, that this obligation does not apply to any information which: (i) is part of the public knowledge or literature and is readily accessible at the date of this Investor Subscription Agreement; (ii) becomes part of the public knowledge or literature and thus readily accessible by publication (except as a result of a breach of this provision); or (iii) is received from third parties (except third parties who disclose it in violation of any confidentiality agreements they may have with the Community LLC).
- (m) The undersigned understands that the books and records of the Community LLC will be available upon reasonable notice for inspection by Investors during normal business hours at the Community LLC's principal place of business.
- (n) The undersigned acknowledges that the undersigned has provided a financial statement current as of the date of this Investor Subscription Agreement to the Community LLC and that such statement is true, correct and complete, that such statement may be delivered to one or more third party lenders, and that the undersigned will update such financial statement from time to time upon request.
- (o) The undersigned represents that the undersigned is not a non-resident alien within the meaning of Section 1441 of the Internal Revenue Code of 1986, as amended (the "Code"), a "foreign person" within the meaning of Section 1445 of the Code and or a person "which is not a United States Person" within the meaning of Section 1446 of the Code.

- (p) If the undersigned is an entity, it represents that it is not a “foreign corporation” within the meaning of Section 1442 of the Code; that it is not a tax-exempt entity; and that it is not a corporation which is an electing small business corporation under subchapter S of the Code.
 - (q) If the undersigned is not a natural person, it is duly organized, validly existing and in good standing under the laws of the jurisdiction wherein it is incorporated or otherwise organized and has the requisite power and authority to carry on the business in which it is engaged and to purchase the Units.
 - (r) If the undersigned is a natural person, or as to each natural person constituting the undersigned if the undersigned consists of more than one natural person, the undersigned is at least 21 years of age and a bona fide resident and domiciliary (not a temporary or transient resident) of the jurisdiction set forth above as his or her home address.
 - (s) If the undersigned is not a natural person, the execution and delivery of this Investor Subscription Agreement, and all other documents and agreements relating to an investment by the undersigned in the Community LLC (i) have been duly authorized by all necessary action and constitute the legal, valid and binding obligations of the undersigned enforceable in accordance with their terms, and (ii) do not, and the performance of the terms thereof will not, contravene any provision of existing law or regulations or of the organizational documents of the undersigned, and will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under, or result in or permit the creation or imposition of any lien, charge or encumbrance upon any of the properties of the undersigned pursuant to any indenture, mortgage, or other agreement or instrument or any judgment, decree, order or decision to which the undersigned is a party or by which it is bound.
 - (t) If the undersigned is a trust organized pursuant to a trust instrument which includes a “prudent man” clause or in which a “prudent man” clause is implied by law, the undersigned hereby amends such trust to authorize the investment of the trust’s assets in the Units. (A “prudent man” clause provides in substance that the trustee of a trust is authorized to invest, on behalf of the trust, in various types of investments, provided that a man of prudence would acquire such investment for his own account.)
 - (u) If the undersigned is not a natural person, under existing law, no approval, authorization, license, permit or other action by or filing with, any federal, state, municipal or other government commission, board or agency is required in connection with the execution and delivery by the undersigned of this Investor Subscription Agreement, or any other documents or agreements relating to an investment by the undersigned in the Community LLC, or in the consummation of the transactions contemplated thereby.
 - (v) If the undersigned is not a natural person, each authorized representative executing and delivering this Investor Subscription Agreement, and all other documents and agreements relating to the investment by the undersigned in the Community LLC on behalf of the undersigned, is duly authorized by the undersigned and has full power and authority to execute such agreements and instruments and to make the warranties and representations contained therein.
 - (w) The undersigned, by execution of this Investor Subscription Agreement, hereby certifies that the information, representations and warranties provided by the undersigned hereunder and in all other documents and agreements relating to this investment by the undersigned are true, accurate and correct.
- (4) Investment Company Exclusion. (applicable only to Investors who are not natural persons). The value of securities of “excluded companies” owned by the undersigned as of the date of its investment (plus the undersigned’s total purchase price for the Units for which it has subscribed, including obligations under the Installment Agreement if the Installment Method has been chosen) does not exceed 10% of the value of the total assets of the undersigned. For the purpose of this Investor Subscription Agreement, an “excluded

company” is a company which (a) is excluded from the definition of an investment company under the Investment Company Act of 1940 (the “1940 Act”) solely because there are fewer than 100 beneficial owners of its voting securities, or (b) would be excluded from such definition solely because there are fewer than 100 beneficial owners of its voting securities if the attribution of ownership rule contained in Section 3(c)(1)(A) of the 1940 Act were not applicable.

It is understood that the attribution of ownership rule contained in Section 3(c)(1)(A) of the 1940 Act provides for this purpose as follows:

Beneficial ownership by a company shall be deemed to be beneficial ownership by one person, except that, if the company owns 10% or more of the outstanding voting securities of the issuer, the beneficial ownership shall be deemed to be that of the holders of such company’s outstanding securities (other than short-term paper) unless, as of the date of the most recent acquisition by such company of securities of that issuer, the value of all securities owned by such company of all issuers which are or would, but for the exception set forth in this subparagraph, be excluded from the definition of investment company solely by this paragraph, does not exceed 10% of the value of the company’s total assets.

(If an Investor is uncertain about its ability to make this representation, it should consult with its own accountants and/or attorneys prior to signing this Investor Subscription Agreement).

- (5) Indemnification. The undersigned acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Investor Subscription Agreement and hereby agrees to indemnify and hold harmless the Community LLC and each Community Member and Community LLC Manager from and against any and all loss, damage or liability due to or arising out of (a) a breach of or any inaccuracy in the declarations, representations, and covenants hereinabove set forth; (b) the disposition of the Unit(s) contrary to the foregoing declarations, representations, and covenants; or (c) any action, suit or proceeding based upon (i) the claim that said declarations, representations, or covenants were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Community LLC under the 1933 Act, or (ii) the disposition of the Unit(s) or any part thereof.
- (6) Adoption of Agreement. The undersigned hereby adopts, accepts and agrees to be bound by all the terms and provisions of the Community LLC Agreement, and to perform all obligations imposed in the Community LLC Agreement upon the Community Members with respect to the Units purchased. Upon acceptance of this Investor Subscription Agreement by the Community LLC Manager on behalf of the Community LLC, the undersigned will become a Community Member for all purposes.
- (7) Power of Attorney. The undersigned hereby irrevocably constitutes and appoints each of the Community LLC Manager of the Community LLC, with full power of substitution, the undersigned’s true and lawful attorney-in-fact, in name, place and stead, with full power to act, to make, execute, sign, acknowledge, swear to, verify, deliver, file, record and publish: (a) the Community LLC Agreement; (b) any other certificate, instrument or document which the Community LLC Manager may believe is necessary or appropriate to be filed by the Community LLC under the laws of any state or by any governmental agency; (c) any certificate, instrument or document which may be required to effect the continuation of the Community LLC, the admission or substitution of Community Members, the admission of a successor or additional Community LLC Manager, or the dissolution and termination of the Community LLC, provided such continuation, admission, dissolution and termination is in accordance with the terms of the Community LLC Agreement; (d) any amendment to the Community LLC Agreement adopted pursuant to the provisions of the Community LLC Agreement, the Massachusetts Limited Liability Act, and the laws of any state in which such documents are required to be filed; (e) one or more financing statements, continuation statements or other documents naming the undersigned as debtor and the Community LLC as the secured party with respect to the Security Interest created under paragraph (1) of this Investor Subscription Agreement and the Community LLC Agreement, including but not limited to a UCC-1; (f) any elections the Community LLC Manager deem necessary under the Internal Revenue Code of 1986, as amended (the “Code”), or under the applicable tax laws of any state; and (g) as long as the Community LLC Manager is the Community LLC Manager, amendments to the Community LLC Agreement as such

Community LLC Manager deem necessary to effect the purpose of the Community LLC, or to comply with any applicable income tax or other laws and regulations; provided, however, that no such amendment shall (i) subject the Community Members to liability or potential liability as a Community LLC Manager, (ii) require additional Capital Contributions of the Community Members other than as permitted in the Community LLC Agreement, or (iii) reduce the interest of any Community Member in Community LLC items of income, gain, loss, credit, deduction or distribution or in the assets of the Community LLC (except as required to comply with applicable federal income tax laws or regulations).

This power of attorney is coupled with an interest, and shall survive the assignment of all or any portion of interest in the Community LLC, except that, where the transferee of the undersigned's interest has been approved by the Community LLC Manager for admission to the Community LLC as a substitute Community Member, this power of attorney shall survive such transfer for the sole purpose of enabling the Community LLC Manager to execute, acknowledge and file any instrument or document necessary to effect such substitution.

This power of attorney may be exercised by a facsimile signature of any Community LLC Manager or by listing all or any of the Community Members, including the undersigned, and executing any instrument with a single signature of any such Community LLC Manager acting as attorney-in-fact for all or any of the Community Members.

- (8) Irrevocability. The undersigned hereby acknowledges and agrees that the undersigned is not entitled to cancel, terminate or revoke this subscription or any agreement in it, and that this subscription and agreements in it shall survive the undersigned's death, disability or dissolution.
- (9) Consent to Obtain Credit Report. The undersigned hereby acknowledges that the Community LLC and/or one or more lenders who advance funds to the Community LLC may obtain a credit report on the undersigned and understands that the information provided in this Agreement will be made available to such lenders and to the credit reporting company. The undersigned hereby authorizes the Community LLC to release to the lenders and the credit reporting company any information in the Community LLC's possession which may be needed by the lenders in connection with the processing of the loan or for the credit report.
- (10) Notices. Any notice, demand or other communication which any party hereto may elect or be required to give to anyone interested hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to the address for that person in the records of the Community LLC, or (b) delivered personally at such address.
- (11) Counterparts. This Investor Subscription Agreement may be executed through the use of separate Investor Subscription Forms or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
- (12) Entire Agreement. The Community LLC Agreement and the other agreements and documents in the Investor Subscription Documents, of which the Investor Subscription Agreement is a part, contain the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, covenants or other agreements except as stated or referred to herein or therein.
- (13) Word Meanings. For purposes of this Investor Subscription Agreement, the singular shall include the plural, and vice versa, and each gender (masculine, feminine and neuter) shall include the other genders, unless the context requires otherwise.
- (14) Severability. Each provision of this Investor Subscription Agreement is intended to be severable from each other provision, and the invalidity or illegality of any portion thereof shall not affect the validity or legality of the remainder.

- (15) Assignability. This Investor Subscription Agreement is not transferable or assignable by the undersigned except as provided herein.
- (16) Applicable Law. This Investor Subscription Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts applicable to contracts to be performed wholly therein without giving effect to any conflicts of law principles or cases.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has/have executed this Investor Subscription Agreement this ____ day of _____, 2012. The undersigned is/are purchasing the Unit(s) as follows (please check as appropriate):

IF INVESTOR(S) ARE NATURAL PERSONS:

- Individually
- Joint Tenants *
- Tenants in Common *
- Tenants by the Entirety *
- Community Property *

IF INVESTOR IS AN ENTITY:

- In Trust
- As a Partnership
- As a Corporation
- Other (specify): _____

Signature of Investor

Print or Type Name

Signature of Co-Investor

Print or Type Name

Name of Entity:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

***ALL PARTIES MUST SIGN**

HARVARD COMMUNITY SOLAR GARDEN I, LLC

FORM OF INVESTOR PROMISSORY NOTE

(All Investors electing the Installment Method should complete this Investor Promissory Note.)

FOR VALUE RECEIVED, the undersigned (referenced sometimes herein as a Community Member) hereby promises to pay to the order of Harvard Community Solar Garden I, LLC, a Massachusetts limited liability company (the "Community LLC" and together with any successor holders of this Note, the "Payee"), the principal amount of _____ Dollars (\$_____) plus interest thereon at a rate of 6% per annum on the principal balance outstanding from time to time at the offices of the Community LLC, c/o Worth Robbins, 115 Massachusetts Avenue, PO Box 469, Harvard, Massachusetts 01451, or at such other place as the Payee may designate in writing to the undersigned. For purposes of this Note, the undersigned acknowledges and agrees that he, she or it has purchased _____ Units in the Community LLC and will become a Community Member therein. As more fully described in Section 3.02(b) of the Amended and Restated Operating Agreement of the Community LLC (the "Community LLC Agreement"), the amount due under this Note shall be payable or credited in installments as follows until paid-in full:

- (i) [Monthly, within [ten (10)] Business Days of receipt of a payment invoice from the Community LLC Manager, an amount which will be equal to the net metering credit received by such Community Member for the prior month;
- (ii) The Pro Rata Share of any Distributable Cash Flow which would otherwise be distributed to such Community Member shall be retained by the Community LLC and applied to pay down the Capital Contribution balance of such Community Member;
- (iii) To the extent payments and/or credits under clauses (i) and (ii) above in any Fiscal Year do not total at least \$400 per Unit, such Community Member shall be obligated to pay the shortfall difference per Unit to the Community LLC on or before June 30th of the following Fiscal Year; and
- (iv) Any outstanding principal amount and accrued interest thereon shall be paid-in full on or before December 31, 2022.
- (v) Capitalized terms used in this Note and not otherwise defined shall have the meanings set forth in the Community LLC Agreement.

The undersigned expressly acknowledges that this Note is fully negotiable and assignable and hereby consents to any assignment, endorsement, hypothecation, sale or pledge of this Note by the Payee or any subsequent Payee.

The undersigned hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note.

The obligation to pay the Payee hereunder shall be absolute and unconditional, the rights of the Payee hereunder shall not be subject to any defense, set off, counterclaim, or recoupment, including any which may arise out of, under, or in connection with the Community LLC Agreement of limited partnership of the Partnership or by reason of any indebtedness or liability at any time owing by the Payee to the undersigned.

This Note may be prepaid in whole or in part without premium or penalty but the undersigned shall not be entitled to any discount or reduction in the amounts due hereunder on account of any such prepayment.

In the event of failure to pay any amount hereunder when due, the undersigned shall be in default hereunder and interest shall be payable on the amount due at a rate equal to 1.25% per month (or, if less, the maximum rate permitted by law) and such interest shall accrue from the due date until payment of all amounts due hereunder is made in full. In addition, upon such default, the Payee shall have the option to declare all amounts payable hereunder to be immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the undersigned. Reference is made to Section 3.05 of the Community LLC Agreement for additional rights of the Payee in the event of default by the undersigned.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection including, but not limited to, reasonable attorneys' fees.

This Note shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

WITNESS the execution hereof as an instrument under seal as _____, 2012.

Name of Community Member

Witness

Signature

Name of Witness (Please Print)

Name of Co-Community Member
(If applicable)

Witness

Signature

Name of Witness (Please Print)

HARVARD COMMUNITY SOLAR GARDEN I, LLC
COMMUNITY LLC MANAGER ACCEPTANCE FORM

NAMES) OF INVESTOR(S): _____

The undersigned, the Community LLC Manager of Harvard Community Solar Garden I, LLC (the “Community LLC”), hereby accepts the subscription of the above-referenced Investor(s) to the Community LLC for the number of Units stated above.

IN WITNESS WHEREOF, the undersigned has executed this Community LLC Manager Acceptance Form this ____ day of _____, 2012.

By: _____
Worth Robbins, the Community LLC Manager of Harvard
Community Solar Garden I, LLC

HARVARD COMMUNITY SOLAR GARDEN I, LLC

Net Purchase Price Calculation

Name of Investor(s): _____

Payment Option: _____

Number of Units: _____

Base Price: \$5,400 per Unit x _____ Units = \$ _____

LESS

Commonwealth Solar Rebate = \$ _____

Anticipated Cash Grant: \$ _____ per
Unit x _____ Units = \$ _____

Total Net Purchase Price = \$ _____

\$ _____ = \$ _____ Net Purchase Price Per Unit
_____ Units