

Community Solar Garden Disclosure Form

Subscriber information & Distribution Utility	<p><u>Name:</u> Wagnertest test</p> <p><u>Service Address:</u> Sample address</p> <p><u>Subscriber's account number:</u> 00000000000</p> <p><u>Phone:</u> 222-222-2222</p> <p><u>Email:</u> wagnertest@gmail.com</p> <p><u>Utility:</u> Xcel Energy, Inc.</p>
Overview	<p>This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p>
Price, Fees, and Charges	<p><u>Subscription Rate:</u> 90% of the value of the Customer's percentage of Xcel Solar Rewards Community 'SRC' Bill Credit Rate bill. The credits transferred to your utility account will be charged each billing cycle, regardless if they are used during that cycle or banked for application at a later date. Amount due at signing will be \$0.00.</p> <p>You agree to make monthly payments each month, during the Term in an amount equal to the product of (i) the number of kWhs generated by the Garden in a given Bill Period, (ii) your Percentage Allocation, and (iii) the Subscription Rate (the "Monthly Subscription Payment").</p> <p>Payments will be automatically withdrawn, if authorized by Subscriber, from your bank account on file using ACH's secure transaction process. You will be notified of the Monthly Subscription Payment due and billing date prior to your withdrawal processed. Any changes to this billing cadence will be communicated by the Provider. Notwithstanding the foregoing, Provider may allow for other forms of payment.</p>
Garden Location and Customer Allocation	<p><u>Location:</u> 15761 CR 41, Sterling CO 80751</p> <p><u>Initial Percentage Allocation:</u> 0.064, subject to adjustment by the Provider.</p> <p><u>Generation allocated to customer:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation may be up to 120% of your historic annual usage.</p> <p>At any time, Provider shall have the right to make adjustments to your Percentage Allocation, which is the percentage of the Bill Credits allocable to you.</p>
Length of Agreement and Renewal	<p>The term of this agreement is 1 year and will commence on the date of the first Utility bill displaying credits.</p> <p>Following the 1-year term, the agreement will be automatically extended on a yearly basis for 19 years under the same terms unless you or the Provider elects to terminate the agreement.</p>
Early Termination	<p>In order to unsubscribe from, or terminate, this agreement at any time during the agreement term, you must submit written notice to Provider within 60 days of desired termination date.</p> <p>You have the right to rescind agreement without penalty by contacting the Provider by midnight of the 3rd business day after signing (see below).</p>
Estimated Benefits	<p>Estimate of 8,450.70 kWh generation received annually: Up to 120% of your current annual consumption. You should expect to save up to 10% on your monthly utility bill, depending on the amount of Bill Credits that are applied.</p> <p>Bill Credits generated from the Garden will be applied to your utility bill based on the Xcel Solar Rewards Community 'SRC' Bill Credit Rate. "SRC Bill Credit Rate" is</p>

	the monetary rate that your utility attributes to each kWh generated from the Garden. The compensation rate is 90% of the value of your percentage of Xcel Solar Rewards Community 'SRC' Bill Credit Rate.
Guarantees	This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility or be provided to us through Utility API integration. This data will be used to appropriately allocate energy credits to your bill and communicate any errors to the utility for resolution.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within 3 business days after signing the contract by notifying Provider at hello@neighborhoodsun.solar . Include your utility account number and name in an e-mail with the subject line, "Early Termination". Additionally, a Subscriber may mail or email the completed and signed 'Notice of Cancellation' found under Exhibit A-1 to the CSG Project Manager at the address listed below
Subscriber rights	For more information, go to https://co.my.xcelenergy.com/s/renewable/solar-rewards-community .
Incorporation of Agreement	By executing this Disclosure Statement, you agree to the terms and conditions set forth herein as well as those set forth in the Community Solar Garden Subscription Agreement annexed hereto and incorporated herein.
CSG Project Manager	The CSG Host has designated Neighborhood Sun as its CSG Project Manager. Any notices and communications shall be directed to: Neighborhood Sun Benefit Corp 8455 Colesville Rd., Suite 1025 Silver Spring, MD 20910 Email hello@neighborhoodsun.solar Phone (888) 606-0054



Signature of Authorized Company Official or Representative:

Date: April 5, 2023

Signature of Subscriber:

Date: April 5, 2023

GENERAL TERMS AND CONDITIONS

The Subscription Payment quoted in this Agreement is not regulated by the Maryland Public Service Commission and does not include any tax, commodity, utility distribution or transmission charge, or other utility fee or charge

1. **Parties** This Community Solar Garden Subscription Agreement (“Agreement”) is entered into as of the “Effective Date” stated on the Disclosure Statement by and between [Garden Name] and its agents, successors, and assigns (the “CSG Host”) and you, the “Subscriber” (individually, a “Party” and collectively, the “Parties”). CSG Host and the CSG Project Manager shall operate and maintain a Garden in the same Electric Utility’s service territory as Subscriber’s Service Address. Colorado Revised Statute § 40-2-127, et seq. permits subscribers to receive Bill Credits on their Electric Utility bill in consideration for purchasing the Percentage Allocation of the Garden. By signing the Disclosure Statement, Subscriber agrees to the terms and conditions below.
2. **Definitions**
 - a. “Agreement” means this Community Solar Garden Agreement;
 - b. “Bill Credits” means the monetary credits applied to the Subscriber’s Electric Utility bill. Bill Credits are calculated by taking the percent allocation of the total kWh generation of the Garden on a per month basis for the Service Classification applicable to Subscriber;
 - c. “Bill Period” means 1 calendar month, commencing from COD;
 - d. “CSG Host” is defined in Section 1;
 - e. “CSG Program” means the Electric Utility’s Solar*Rewards® Community program;
 - f. “CSG Project Manager” means Neighborhood Sun or any other agent the CSG Host may designate.
 - g. “Commercial Operation Date” or “COD” means the date upon which the Garden is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;
 - h. “Effective Date” means the date this Agreement was executed;
 - i. “Electric Utility” means Xcel Energy, Inc.;
 - j. “Energy Attributes” means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Garden including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Garden of any kind.
 - k. “Excess Generation” means the number of kWhs generated by the Garden and supplied by the CSG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CSG Host during such Bill Period;
 - l. “Force Majeure” means any event or circumstance beyond the reasonable control of CSG Host or the CSG Project Manager and not resulting from CSG Host’s or the CSG Project Manager’s negligence.
 - m. “Kilowatt Allocation” means, prior to the Commercial Operation Date, the number of kW of the Project Capacity allocated to Subscriber;
 - n. “kW(s)” means 1,000 watts of electrical power;
 - o. “kWh(s)” means a measure of electrical energy equivalent to a power consumption of 1 kW for one hour;
 - p. “Monthly Subscription Payment” is defined in Section 5(a). The Monthly Subscription Payment is calculated by finding the product of (i) the number of kWhs generated by the Garden in a given Bill Period, (ii) the Percentage Allocation, and (iii) the Subscription Rate.
 - q. “Percentage Allocation” means,
 - a. prior to the Commercial Operation Date, the percentage of the Project Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project Capacity; or
 - b. subsequent to the Commercial Operation Date, the percentage of the Garden's Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;

- r. "Garden" means the community solar project from which Subscriber purchases the Percentage Allocation;
- s. "Project Capacity" means the nameplate capacity in kW of the Garden;
- t. "Renewal Term" is defined in Section 3;
- u. "Service Address" means the metered service address identified on the Disclosure Statement;
- v. "Subscriber" means the person or persons identified on the Disclosure Statement as purchasing the Percentage Allocation, and which is a residential electric service customer of the Electric Utility;
- w. "Subscriber's Data" is defined in Section 4(e);
- x. "Subscriber Eligibility Criteria" is defined in Section 4(c);
- y. "Subscription Rate" means the price per kWh charged by the CSG Host to the Subscriber. The Subscription Rate for a given Bill Period shall equal the Bill Credits applied to Subscriber's Electric Utility Bill multiplied by 90%, including applicable taxes.
- z. "Term" is defined in Section 3;

3. **Term.** The Agreement shall commence on the date of the first utility bill displaying credits and continue for 1 year (the "Term"). Thereafter, this Agreement shall automatically renew for 1 year terms (the "Renewal Term") for 19 years.

4. **Purchase of Allocation; Eligibility**

- a. **Bill Credits.** CSG Host agrees to sell to Subscriber and Subscriber agrees to purchase from CSG Host, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits. Bill Credits shall be applied to Subscriber's Electric Utility bill no more than once per calendar month.
- b. **Energy Attributes.** Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute.
- c. **Subscriber Eligibility.** Subscriber's eligibility to purchase the Percentage Allocation and receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) Subscriber's Kilowatt Allocation shall be a minimum of 1 kW AC and the combination of all of Subscriber's onsite generation and SRC subscriptions must not exceed 120% of Subscriber's average annual electric energy usage; (iii) Subscriber may not be subscribed to more than 40% of the Garden's name plate capacity, including using multiple premises and/or meter locations; (iv) Subscriber is creditworthy, as determined by the CSG Host in its sole and absolute discretion, at the time this Agreement is executed; and (v) Subscriber has provided the CSG Host with requisite bank account, credit card or debit card payment information prior to the first Bill Period, as may be required. Notwithstanding the foregoing, the 1 kW AC minimum Kilowatt Allocation and the creditworthiness requirements shall not apply to an eligible low-income subscriber.
- d. **Subscriber Authorization.** Subscriber authorizes the CSG Host, CSG Project Manager or Electric Utility to obtain Subscriber's historical kWh consumption data and agrees to complete and execute the Electric Utility's Consent to Disclose Utility Customer Data form as depicted in Exhibit C. Subscriber hereby certifies that all information Subscriber provided to the CSG Host in connection with the Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by CSG Host, the Electric Utility, or a governmental authority having jurisdiction over the CSG Program.
- e. **Subscriber Data.** To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the CSG Host to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data"). Subscriber shall complete and execute the Electric Utility's SRC Subscriber Agency Agreement for Xcel Energy Solar*Rewards Community Service (Colorado), as depicted in Exhibit B, to allow CSG Host and CSG Project Manager to act as Subscriber's agent for the purpose of performing this Agreement.

5. **Subscription Payment.**

- a. Monthly Subscription Payment. For the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber's Electric Utility bill for a given Bill Period, Subscriber shall pay to the CSG Host the "Monthly Subscription Payment" for the entire Term and any Renewal Term.
- b. Invoicing. Commencing no more than 15 days after the first Bill Period, the CSG Host shall invoice Subscriber for the calculated Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments through a "transfer of funds" prior to the invoice due date using the bank account, credit or debit card information Subscriber previously provided to the CSG Host and CSG Project Manager. Notwithstanding the foregoing, CSG Host and CSG Project Manager may accept other forms of payment. In the event Subscriber's Monthly Subscription Payment is refused or returned by its bank, credit, or debit card company, a fee of \$25 dollars will be charged.
- c. ACH Authorization. If you elect to direct payments via ACH for this subscription service, you hereby authorize the CSG Host and CSG Project Manager, on each date upon which your monthly subscription payment is due to electronically debit your account (and if necessary, electronically credit your account to correct erroneous debits). You will authorize the bank to deduct and transfer each payment due under this Agreement in the amounts and on the scheduled due dates as set forth in this Agreement, or within a reasonable time thereafter, from your checking or savings account. You understand that there are no fees required for you to set up direct payment for your subscription when electing this method of payment. You also understand that the CSG Host has no control over the timing of any funds deducted from your account and that by electing to use direct payments, you understand the CSG Host will receive these payments when your bank forwards the payment from your checking account, savings account or credit card.

You understand and acknowledge that you may terminate the Direct Payment Authorization by contacting Neighborhood Sun Benefit Corp at:

8455 Colesville Rd., Suite 1025
Silver Spring, MD 20910
Email hello@neighborhoodsun.solar
Phone (888) 606-0054

- d. CSG Host Adjustments. Subscriber hereby consents to the CSG Host and CSG Project Manager modifying the Percentage Allocation to maximize Garden allocations to Subscriber and the Garden's other subscribers, provided such modifications comply, in all respects, with applicable law. The CSG Host does not guarantee, and Subscriber acknowledges that the CSG Host does not guarantee the amount of electrical energy the Garden will produce or the monetary value of the Bill Credits.

6. Taxes

- a. Federal Tax Matters. Subscriber and CSG Host agree that (i) the sale of the Percentage Allocation shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties' execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e) (3) does not apply to Subscriber's relationship to the CSG Host and/or Garden .
- b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the Garden or the CSG Host if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber.
Monthly Subscription Payment.

7. Representations, Warranties, and Covenants.

- a. Mutual. Each Party represents, warrants, and covenants to the other Party:
 - a. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of Colorado;
 - b. The Parties have full legal capacity to enter into and perform this Agreement;
 - c. To the best of each Party's knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;

- d. The execution and delivery of this Agreement by the Parties and the performance by the Parties of their obligations hereunder do not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Parties are a party or by which they are bound or to which their properties are subject;
- e. This Agreement constitutes a legally valid and binding obligation enforceable against the CSG Host and Subscriber in accordance with its terms; and
- b. CSG Host. The CSG Host represents, warrants, and covenants to Subscriber:
 - a. CSG Host is authorized to (A) enter into this Agreement with Subscriber, (B) operate the Garden, (C) participate in the CSG Program including with the Electric Utility, and (D) take all other necessary and appropriate action on to satisfy its obligations to Subscriber;
 - b. The CSG Host has, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Garden;
 - c. The CSG Host, and CSG Project Manager, will perform its obligations under this Agreement, and otherwise comply with all provisions of the CSG Program and applicable law in good faith and in accordance with industry standards.
- c. Subscriber. Subscriber represents, warrants, and covenants to the CSG Project Manager:
 - a. Subscriber is able to pay the Monthly Subscription Payment;
 - b. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Disclosure Statement of this Agreement are true, accurate, and complete;
 - c. Subscriber has provided its consent for the CSG Host to access and provide to the Electric Utility Subscriber's Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the CSG Host will be true, accurate, and complete;
 - d. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;
 - e. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 8.
 - f. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation will not be treated and are not intended to be treated as a security under the Securities Act of 1933;
 - g. Subscriber acknowledges and agrees that the CSG Host does not guarantee the Garden's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against the CSG Host;
 - h. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;
 - i. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the CSG Host concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Payment;
 - j. Subscriber acknowledges and agrees it is not relying on statements made by the CSG Project Manager, CSG Host or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of the CSG Host in connection with this Agreement constitutes legal, tax, or financial advice;
 - k. Subscriber acknowledges and agrees it will promptly notify the CSG Host of any changes in Subscriber's Data; and
 - l. Subscriber's "transfer of funds information" provided to the CSG Host is true, accurate, and complete to enable Subscriber to automatically pay the Monthly Subscription Payment;

8. Termination.

- a. Termination For Convenience. Subscriber may terminate this Agreement at any time by providing no less than 60 days' written notice to the CSG Host or CSG Project Manager.
 - b. Termination Due to Ceasing as an Electric Utility Customer. If at any time Subscriber ceases to be an Electric Utility customer eligible to purchase the Percentage Allocation and receive the Bill Credits from the Garden for any reason, Subscriber may terminate this Agreement by providing no less than 60 days' written notice to the CSG Host or CSG Project Manager of Subscriber's intent to terminate. Upon Subscriber's notice of termination and following Subscriber's execution of any documents necessary to reflect such termination, including the assignment of Subscriber's Percentage Allocation to the CSG Host, the CSG Host shall terminate this Agreement and release Subscriber from any further obligations.
 - c. Termination for Subscriber Default. In compliance with Section 10 of this Agreement, CSG Host or CSG Project Manager can terminate the Agreement if Subscriber is found to be at Default.
 - d. Termination; Other. Subscriber may also terminate this Agreement without a fee under the following circumstances:
 - a. Upon the expiration of the Term or any Renewal Term by providing the CSG Host with 60 days prior written notice thereof.
 - b. If the Subscriber is a natural person and the Subscriber is the sole Electric Utility account holder, then in the event of Subscriber's death.
 - c. If the Subscriber submits to the CSG Host or CSG Project Manager a written Notice of Cancellation in the form attached hereto as Exhibit A prior to midnight on the 3rd business day after the Effective Date of the Agreement.
 - e. Effect of Termination. Upon termination of this Agreement the CSG Host or CSG Project Manager shall notify the Electric Utility to stop any future Bill Credits from being allocated to the Subscriber: Notwithstanding, the Subscriber shall be responsible for the payment for any Bill Credits the Subscriber received, but unpaid prior to termination. In the event Subscriber does not provide adequate notice of their termination as set forth herein, Subscriber shall pay the CSG Host an amount equivalent to Subscriber's Monthly Subscription Payment for 2 Bill Periods.
9. **Transfer; Assignment.** No Party may assign or transfer this Agreement except, the CSG Host may assign this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder upon the foreclosure or conveyance in lieu thereof, provided Subscriber is not in default of this Agreement. The CSG Host and CSG Project Manager may transfer this Agreement to another Garden affiliated with the CSG Host, by sending written notice to Subscriber. The CSG Host and CSG Project Manager may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.lkj
10. **Default**
- a. Events of Default. The following shall constitute an "Event of Default":
 - a. A Party fails to make any payment due under this Agreement and such failure continues for a period of 30 days;
 - b. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of 30 days after written notice thereof;
 - c. A Party has provided false or misleading financial or other information to enter into this Agreement;
 - d. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or
 - e. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.
 - b. Remedies. Upon the occurrence of an Event of Default, the CSG Host and CSG Project Manager may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's CSG Program account. The CSG Host and CSG Project Manager agrees that it shall not request that the Electric Utility terminate or suspend

electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. The CSG Host and CSG Project Manager may terminate the agreement and replace the defaulting subscriber, which will not waive payments owed or default fees.

11. Limitation of Liability, Indemnification & Dispute Resolution.

- a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, the CSG Project Manager or CSG Host are unable to carry out, either in whole or in part, any of their obligations described in this Agreement, the CSG Host shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the CSG Host or CSG Project Manager gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.
- b. Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CSG HOST'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED SUBSCRIBER'S ANNUAL MONTHLY SUBSCRIPTION PAYMENT.
- c. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE CSG HOST AND CSG PROJECT MANAGER AND ITS SUCCESSORS AND ASSIGNS, AND THEIR EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.
- d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE CSG HOST MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE GARDEN OR ITS OBLIGATIONS HEREUNDER. THE CSG HOST DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CSG HOST DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION, OR BILL CREDITS.
- e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision, or (ii) affect the validity of this Agreement.
- f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.
- g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the CSG Host arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the CSG Host by telephone or in writing at the contact information provided in the Disclosure Statement. The CSG Host or CSG Project Manager agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within 2 days and a response to such inquiry within 14 days.
- h. Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY SIGNING THIS AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN

ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. Miscellaneous.

- a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.
- b. Entire Agreement. This Agreement, and all Exhibits and documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.
- c. No Joint Venture or Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto and the CSG Host.
- d. Amendments. This Agreement may not be amended except under the following circumstances:
 - a. The CSG Host or CSG Project Manager may amend Subscriber's Percent Allocation without the prior written consent of Subscriber at any time as provided in Section 5(c).
 - b. Unless otherwise provided in this Agreement, if 3 months or more have elapsed since the Commercial Operation Date, this Agreement may only be amended in writing and signed by both Parties hereto.
- e. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.
- f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.
- g. Governing Law. The Agreement is made in the state of Colorado and will be governed by Colorado law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the county of the Garden and Subscriber agrees to submit to the personal jurisdiction of the Colorado state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.
- h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through an Adobe Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.
- i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- j. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing the Disclosure Statement, Subscriber acknowledges that it has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving notice of its right to cancel this contract within 3 business days of the Effective Date.
- k. Telephone Consumer Protection Act Consent. Subscriber expressly consents to receiving calls and messages, including auto-dialed and pre-recorded message calls, SMS messages (including text messages), and electronic mail, from CSG Host or CSG Project Manager at any of the telephone numbers or email addresses that Subscriber has provided to CSG Host or CSG Project Manager (including any cellular telephone numbers).
- l. Regulatory Risk. Subscriber assumes the regulatory risk that compensation rates may change, based on the Colorado Public Utilities Commission or another regulatory body.

EXHIBIT A-1

(CSG Host Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CSG Project Manager of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to CSG Project Manager at hello@neighborhoodsun.solar, _____ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Community Solar Garden Subscriber Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Subscriber's Signature:

Subscriber's Signature:

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CSG Host of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to the CSG Project Manager at hello@neighborhoodsun.solar _____ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Community Solar Garden Subscriber Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____ [Date].

Subscriber's Signature:

Subscriber's Signature:

Application



Consent to Disclose Utility Customer Data

All requested information must be provided for the consent to be valid. This form may be available in other languages. To obtain a copy in another language, please contact inquire@xcelenergy.com. Para obtener una copia de este formulario en español, por favor contacte a su proveedor de servicios públicos.

Utility name and contact: **Xcel Energy Correspondence Department**

Physical and mailing address: **P.O. Box 8, Eau Claire, WI, 54702**

Phone: **800.895.4999**

Email: **datarequest@xcelenergy.com**

Fax: **866.208.8732**

For additional information, including the utility's privacy policy, visit xcelenergy.com

To be completed by the data recipient

By signing this form, you allow your utility to give the following information to:

Organization/trade name: **Neighborhood Sun**

Contact name (if available):

Physical and mailing address: **8455 Colesville Rd #1025, Silver Spring, MD 20910**

Phone: **(888) 606-0054**

Email: **billingops@neighborhoodsun.solar**

Fax: **NA**

This organization will receive the following customer data:

Information from your meter collected by your utility services provider from the following services (check all services that apply):

electric steam natural gas

Information regarding your participation in renewable energy, demand-side management, load management, energy efficiency or other utility programs

Other (specify)

This information will be used to:

Provide you with products or services you requested

Offer you products or services that may be of interest to you

Determine your eligibility for an energy program

Analyze your energy usage

Other (specify)

Data collection period

The relevant timeframe associated with the requested data is as follows:

for the period beginning January 2022 and ending _____

You may terminate this consent at any time by sending a written request with your name and service address to your utility.

Consent to Disclose Utility Customer Data

To be completed by the customer

Customer data can provide insight into activities within the premises receiving utility service. Your utility may not disclose your customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by laws or regulations.

You are not required to authorize the disclosure of your customer data. Not authorizing disclosure will not affect your utility services.

You may access your standard customer data from your utility without any additional charge.

Your utility will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

In addition to the customer data described above, the data recipient may also receive the following from your utility: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Your utility will not provide any other information, including personally identifiable information, such as your Social Security Number or any financial account number, to the data recipient through this consent form.

PLEASE READ THE CUSTOMER DISCLOSURES ABOVE

By signing this form you acknowledge and agree that you are the customer of record for this account and that you authorize your utility service provider to disclose your customer data as specified in this form.

Customer account number: 0000000000

Service address: Sample address

Printed name: Wagnertest test

Signature of customer of record:

Date signed: April 5, 2023

EXHIBIT C

Application

Colorado



SRC SUBSCRIBER AGENCY AGREEMENT FOR XCEL ENERGY SOLAR*REWARDS COMMUNITY SERVICE (COLORADO)

SRC Subscriber Name: Wagnertest test
 SRC Subscriber Retail Customer Account No.: 00000000000
 SRC Subscriber Service Address: Sample address
 SRC Subscriber E-mail Address: wagnertest@gmail.com
 SRC Subscriber Mailing Address:
 SRC Subscriber Telephone No: 222-222-2222
 SRC Producer (Subscriber Organization) Name: Green Street Power Partners, LLC
 Solar Garden ID No: SRC083243
 Name and Location of Solar Garden: CBEP Solar 1, LLC (Wagner); 15761 CR 41, Sterling CO 80751
 SRC Subscriber's Initial Subscription Share (in kilowatts, or "kW"):
 4.03

The undersigned SRC Subscriber hereby authorizes Green Street Power Partners, LLC ("SRC Producer"), and SRC Producer hereby accepts the responsibility, to act as SRC Subscriber's agent for purposes of selling to Public Service Company of Colorado ("Public Service") all of SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by, and delivered to Public Service from, the Photovoltaic Energy System ("PV System") identified above, including full authority for SRC Producer to enter into a long-term contract on behalf of SRC Subscriber for such sale and to administer such contract, all pursuant to Public Service's Solar*Rewards Community Program and Rate Schedule SRC of Public Service's electric tariff on file with the Colorado Public Utilities Commission ("Commission") and in effect from time to time.

1. Duties of SRC Producer Generally. SRC Producer shall be responsible for issuing and managing the subscriptions of all SRC subscribers in the PV System and for selling to Public Service the subscribed and unsubscribed portions of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service at the production meter located at the PV System site. In performing such functions, SRC Producer shall be solely responsible for communicating directly to Public Service SRC Subscriber's information concerning its subscription in the PV System, including its beneficial interest in the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System. SRC Subscriber acknowledges and agrees that Public Service shall exclusively rely on such information as regularly and timely communicated from the SRC Producer for the purpose of calculating the SRC Credit that will be applied by Public Service and reflected on SRC Subscriber's subsequent electric service bills as compensation for Public Service's receipt of SRC Subscriber's share of the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System, in accordance with Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

2. Adjustments of Prior Period SRC Bill Credits. To the extent the subscription information communicated by SRC Producer to Public Service and used by Public Service for purposes of calculating the SRC Credit applied on SRC Subscriber's electric service bill was incorrect, SRC Producer shall be responsible for processing all corrections or other adjustments of SRC Credits previously applied by Public Service to SRC Subscriber's electric service bills and to collect any overpayments and remit any underpayments for all such SRC Credits, as necessary, among SRC Subscriber and other SRC subscribers owning subscriptions in the PV System. SRC Subscriber acknowledges and agrees that any such corrections in amounts previously applied by Public Service as an SRC Credit on any of SRC Subscriber's electric service bills for prior periods shall be administered exclusively by SRC Producer, and that Public Service shall not be required to increase or reduce any SRC Credit previously applied to SRC Subscriber's electric service bill in any prior period to the extent such corrections are the result of incorrect subscription information for the PV System communicated to Public Service by SRC Producer. In connection with SRC Producer's execution of its responsibilities to process any such adjustments to SRC Credits previously applied by Public Service with respect to the PV System, SRC Subscriber hereby authorizes Public Service to disclose and release to SRC Producer any and all information reflected on SRC Subscriber's bills for retail electric service for all relevant periods, as may be necessary for SRC Producer to fully and properly administer such prior period adjustments among all SRC subscribers in the PV System.

3. Limitation of Agency. This Agency Agreement shall only serve to authorize SRC Producer to act as SRC Subscriber's agent with respect to SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service to the extent that SRC Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the PV System in accordance with Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

SRC Subscriber Agency Agreement For Xcel Energy Solar*Rewards Community Service (Colorado)

Colorado


- 4. This Agency Agreement shall become effective upon its execution by both SRC Subscriber and SRC Producer and shall continue in effect for so long as a valid and existing contract between Public Service and SRC Producer for the purchase and sale of such Photovoltaic Energy and associated Renewable Energy Credits shall continue in effect.
- 5. This Agency Agreement may be terminated by either SRC Producer or SRC Subscriber upon Public Service's receipt of notice that SRC Subscriber's subscription in the PV System has been terminated or transferred in its entirety, or that SRC Subscriber no longer holds an interest in the beneficial use of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System.
- 6. This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between SRC Producer and Public Service for the purchase and sale of Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System; or (ii) in the event of an effective assignment by SRC Producer of such contract, where Public Service has consented to such assignment in writing, the effective date of a replacement agency agreement between SRC Subscriber and the new owner or subscriber organization of the PV System that has taken assignment of such contract from SRC Producer

- 5. Representation and Acknowledgement. By executing this SRC Subscriber Agency Agreement, SRC Subscriber represents and warrants that the information stated herein is true and correct to the best of SRC Subscriber's knowledge and belief and that SRC Subscriber has signed up for the stated subscription share size in the PV System through SRC Producer.
- 6. Consent to Disclose Account Information. SRC Subscriber shall provide to Public Service a completed and signed "Consent to Disclose Utility Customer Data" form granting consent for Public Service to share information regarding SRC Subscriber's past and present electric usage at the Service Address(es) identified above in order for SRC Producer independently to verify the extent of SRC Subscriber's eligibility to hold a subscription in the PV System pursuant to Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff. The Consent to Disclose Utility Customer Data form shall be that form posted from time to time on the

Xcel Energy website or the website of the Colorado Public Utilities Commission. IN WITNESS WHEREOF, this Agency Agreement was duly executed by the undersigned authorized representatives of SRC Subscriber and SRC Producer.

SRC SUBSCRIBER: Wagnertest test SRC PRODUCER: GSPP HOLDCO VI, LLC,

By:
Title: Subscriber
Date: April 5, 2023


By:
Title: Manager
Date: April 5, 2023

