

ECD Solar DC Phase 2 LLC Subscriber Organization

District of Columbia Community Solar Contract Summary		Contract Page Number & Section Reference
<b>Customer Name; Utility Service Territory</b>	Sample Customer Pepco-DC	Page: 2; Section: Heading
<b>Effective Date of Agreement</b>	This Agreement is effective once signed by both parties.	Page: 2; Section: Intro
<b>Term</b>	Twenty-five (25) years from the date Credits are first applied to your account by the Electric Utility, subject to annual review and renewal by Subscriber.	Page: 2 Section: 2
<b>Renewal</b>	This Agreement shall not renew.	Page: 5; Section 4
<b>Estimated date CSEGS will be operating</b>	December 2023	Page: 5; Section: 2(b)
<b>Subscription Type</b>	Variable percentage of Subscriber usage up to 100% of Subscriber's estimated annual usage.	Page: 2; Section:3
<b>Subscription Price</b>	The value of your Bill Credits, minus 25% of such value (i.e., 75% of the value of your Bill Credits, producing a 25% savings to you)	Page: 5; Section: 1
<b>Annual or Monthly Fees</b>	No annual or monthly fees. Subscriber always and only pays 25% below the value of Solar Credits	Page: 5; Section: 3
<b>Cancellation; Early Termination by Subscriber</b>	This Agreement may be cancelled within seven (7) business days of execution without penalty.  This Agreement may be terminated by Subscriber at any time in accordance with the following process: (1) Subscriber notifies Seller of Seller's desire to terminate with a ninety (90) days notice; (2) Seller will promptly notify the Utility to cease allocating Credits to Subscriber's account; (3) Subscriber shall be responsible to pay for Credits allocated to Seller's before the Utility processes such order.	Page: 2; Section: 2
<b>Other Fees</b>	None.	Page: 5; Section: 3
<b>Other Important Terms</b>	See Agreement for additional terms.	N/A

**Full Contract Terms:** Review the full terms and conditions of the subscription contract. This summary does not include all relevant terms of the subscription contract.

Subscriber Signature:



Date: October 23, 2023

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

### Subscriber Information

**Customer Name:** Sample Customer

**Address:** 3300 6th St SE Washington, D.C. 20032

**Utility:** PEPCO-DC

**Utility Account #:** 123456789

**Customer Service #:** 1212121212121212121

**Email:** samplecustomer@test.com

**Community Renewable Energy Facility (CREF) Name and Address:** 3300 6th St SE Washington, D.C. 20032

This Community Solar Subscription Agreement (the "Agreement") is entered into as of October 23, 2023, (the "Effective Date") by and between ECD Solar DC Phase 2 LLC ("Seller" or "we") and the Subscriber named above ("you" or the "Subscriber"), pursuant to which Subscriber will subscribe for Credits (defined below) produced by the solar photovoltaic CREF described herein (the "CREF") participating in the [utility name] Community Solar Program (the "Program"). Seller and Subscriber are each referred to herein as a "Party" and collectively as the "Parties."

- 1. Community Solar Credits.** This Agreement is between you and Seller for your subscription to a percentage of the energy generated by a Community Renewable Energy Facility (CREF) (the "Subscription"), which will generate monetary bill credits that reduce your utility bill ("Credits"). For Credits received on your utility bill, you will pay Seller the monetary value of such Credits minus the 25% Discount, such that your savings equal the Discount for the community solar portion of your bill.
- 2. Subscription Term; Allocation Date; Cancellation or Transfer.** The Subscription Term (the "Term") will commence on the date on which Credits are first accumulated toward your allocation as processed by the local electric utility ("Allocation Date"). The Term of this Agreement shall be twenty- five (25) years, with a 1 year auto-renewal, however, you may cancel this Agreement for any reason with no penalty by notifying Seller with a ninety (90) days notice via the contact information in Section 8. If this Agreement is terminated within seven (7) days of execution of the Agreement, it may be terminated in accordance with the attached Exhibit "B". Following your notice to cancel, we will promptly direct the electric utility to cease allocating Credits to you from the System. In our experience, it could take the utility several months to process the cancellation. Within thirty (30) days, we will notify you in writing that your transfer has been processed by the utility however, you are required to continue paying for the Credits that you receive for up to ninety (90) days, in accordance with the terms of this Agreement.
- 3. Customer eligibility.** Seller reserves the right to establish credit worthiness and other eligibility criteria for Subscribers.
- 4. Subscription Size; Reallocation; Termination by Seller.** Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity cost. We may adjust your Subscription size at any time without notice, provided that we will never set a Subscription size that would generate Credits greater than your estimated annual electricity cost. Credits in excess of annual use will be paid out to You at a rate that may be less than the cost of the Credit. Changes to electricity usage may result in a loss of Credit value. We may reallocate your Subscription to a different solar photovoltaic CREF participating in the Program at any time, by providing notice to you, in which case such CREF will become the "CREF" under the terms of this Agreement. We may terminate your Subscription at any time, for any reason, by providing ten days advanced notice to You electronically or via mail. If you feel this cancellation is in error, you may contact us.
- 5. Billing Service Provider.** Neighborhood Sun Benefit Corp shall be the initial Billing Service Provider for this Agreement. Neighborhood Sun Benefit Corp's terms of service are available at <http://www.neighborhoodsun.solar>. On a monthly basis during the Term, you will be invoiced for Credits you receive, in an amount equal to the value of the Credits received on your utility bill minus the 25% Discount. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.
- 6. Relocation Intentionally Omitted.**
- 7. Credit, Data Collection, and Privacy.** Except in the case of low- or moderate-income retail subscribers, we shall apply uniform standards when evaluating a potential subscriber's creditworthiness in determining whether to offer a subscription. Further, we will not disclose energy usage or personally identifiable information about You, or your billing, payment, and credit information, without your consent. Such information may only be disclosed for the sole purpose of facilitating billing, bill collection and credit reporting.
- 8. Customer Support Provider.** The initial Customer Support Provider for this Agreement is Neighborhood Sun Benefit Corp., whose contact information is:  
  
Email: [hello@neighborhoodsun.solar](mailto:hello@neighborhoodsun.solar)  
  
Toll-free phone: 240-284-6245  
  
Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns related to this Agreement.
- 9. Default.** You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to ninety (90) days after termination, but will not be liable to us for any other amounts.
- 10. Solar Incentives; Environmental Attributes.** You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the CREF or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.
- 11. Seller's Agent.** Seller has designated Neighborhood Sun Benefit Corp to act as Seller's agent for the execution of this Agreement, all Subscriber service activities, and all billing activities. Seller may change its agent at any time by notifying you in writing.
- 12. Assignment.** Seller may assign, or transfer its rights and obligations under this Agreement to any third party.
- 13. Limitation of Liability.** In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.
- 14. Governing Law & Dispute Resolution.** The laws of the District of Columbia shall govern this Agreement without giving effect to conflict of laws principles. Any disputes shall be resolved in accordance with the laws of the District of Columbia, and such remedies available at law, but subject to the limitation of liability described in Section 8.
- 15. Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery. Notices to Subscriber shall be sent to the address in the Subscriber Information specified above. Notices to Seller shall be sent to the address set forth below or such other address as Seller may subsequently specify in writing.

Neighborhood Sun Benefit Corp.

8455 Colesville Avenue Suite 1025

Silver Spring, MD 20910

Email: hello@neighborhoodsun.solar

Toll-free phone: 240-284-6245

**16. Billing procedure.** We shall send an electronic invoice to you approximately 20 (twenty) days after we are in receipt of a subscriber allocation report from the Utility. Payment will be due, and shall be automatically deducted from your bank account or credit card, within seven (7) days of the invoice date.

**17. Additional Terms and Conditions.** Additional Terms and Conditions are provided on A.

**18. Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the Subscription for Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

**You, the buyer, may cancel this transaction at any time prior to midnight of the seventh (7<sup>th</sup>) business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**

By signing below, you signify your consent to the terms of this Agreement.

Agent Signature:

Name: Rob Fossi

Title: Senior Vice President of Enterprise Community Development Inc. as agent of Subscriber

Seller Signature:

Name: Gary Skulnik

Title: CEO of Neighborhood Sun Benefit Corp., as agent of Seller

**EXHIBIT A**

**ADDITIONAL TERMS AND CONDITIONS**

1. **Pricing.**
  - a. The value of your Credits, minus a 25% (thirty percent) discount of such value.
2. **Production and Expected Date of Production**
  - a. Renewable Energy Facility (CREF) name: Randle Hill
  - b. Community Renewable Energy Facility (CREF) address: 3300 6th St SE Washington, D.C. 20032
  - c. The estimated CREF production is 844,304 kwh in year 1.
  - d. Subscriber Organization/Seller: ECD Solar DC Phase 2 LLC
  - e. The estimated start date of production is December 2023.
  - f. These estimates are based on tools and analysis commonly used in the solar industry which may include, but are not limited, Helioscope, PVWatts, and PVSyst.
  - g. No compensation will be paid to the Subscriber in the event of CREF underperformance.
3. **Additional Charges.**
  - a. Description of any one-time charges (i.e. enrollment fee): none.
  - b. Description of any recurring fees: none.
  - c. Description of early termination fee: none.
  - d. Transfer of Agreement fee to another Subscriber: none.
  - e. Security Deposit: none.
4. **Contract Renewal**
  - a. This Agreement lasts for 25 years and does not include a renewal.
5. **Dispute Resolution**
  - a. In the event of any dispute, please contact Us using the information set forth in Section 15 of the Agreement and provide any information relevant to the dispute. If any such dispute is not resolved satisfactorily, Buyer has the right to contact the District of Columbia Public Service Commission within 7 days of receipt of a determination from Seller. All claims and disputes arising under or relating to this Agreement that are not settled by the Commission are to be settled by binding arbitration in the District of Columbia or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.
6. **Miscellaneous**
  - a. District of Columbia Public Service Commission telephone number: 1-202-626-5100 and the web site is <https://dcpsc.org/>.
  - b. Evidence of Insurance: Provided in Exhibit C.
  - c. Maintenance of the CREF shall be conducted in accordance with industry standards by a qualified operations and maintenance provider for the duration of the term and at no cost to You.
  - d. We make no representations or warranties relating to the tax implications of subscribers receiving bill credits.
  - e. We will notify you via email in the event of any outage that lasts or is intended to last more than three (3) days. Such notice will include a more detailed description of the nature of the outage, the estimated length of the outage, and the estimated reduction in bill credits You will receive as a result of the diminished production.
  - f. This Agreement does not include any applicable utility charges which may include, but are not limited to, transmission and distribution charges.
  - g. Any unsubscribed production shall not be Your responsibility. We will not allocate any unsubscribed production to any Subscriber.
  - h. Upon thirty (30) days notice, You may decrease or increase (increase subject to availability) Your allocation.
  - i. Subscriber acknowledges and agrees that this Agreement and the Subscription will not be treated and are not intended to be treated as a security under the Securities Act of 1933 or other applicable law; Subscriber will have no ownership interest in or entitlement to any share of the profits of the Seller.

**EXHIBIT B**

**STATUTORY FORM OF NOTICE OF CANCELATION**

**Notice of Cancellation**

**(Enter date of transaction)**

.....

**(Date)**

**You may cancel this transaction, without any penalty or obligation, within seven (7) business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this notice to:**

**Neighborhood Sun Benefit Corp.**

**8455 Colesville Rd, Suite 1025**

**,Silver Spring, MD 20910**

**at not later than midnight of ..... (date)**

**I hereby cancel this transaction**

.....

**(date)**

.....

**(Buyer's signature);**

**Exhibit C**

**EVIDENCE OF INSURANCE**

**[certificate of insurance to be provided upon request]**

**ACH or Credit Card Recurring Payment Authorization Form**

By initialing this form, you are authorizing Neighborhood Sun ("the Company") to debit the account provided to us (which may be referred to as a Designated Payment Account) to pay recurring Monthly Payments and other amounts due under the Agreement.

The authorization provided by this form will remain in effect until the Company receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to the Company. The account holder acknowledges and agrees that the Agreement requires payment by ACH or Credit Card and that the failure to make payments due under that agreement as therein required may result in termination of the Agreement and in additional amounts to be due the Company, including without limitation payment for Net Metering Credits allocated to the Customer following the termination of the Agreement. Your termination of your authorization under this form does not modify your responsibilities under the Agreement.

Notification of changes to an existing Designated Payment Account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.

Recurring Net Metering Credit Payments shall be drafted monthly, depending upon the timing of payments made by you, the Company may need to draft more than one month's Net Metering Credit Payment (including past due amounts) in order to bring the payments due to a current status.

If sufficient funds are not available on your scheduled draft date, the Company will attempt to draft again one to five days later. If sufficient funds are still not available, the Company may decide to discontinue your subscription.

You agree to forego receiving notice of any adjustment from the recurring draft amount caused by missed or late payments.

No payments due the Company will be considered "paid" until the Company actually receives the funds in full.

The Company shall incur no liability as a result of a withdrawal being dishonored by your bank.

For any questions or other matters regarding this form or the Company's processing of ACH or Credit Card withdrawals in connection herewith, please feel free to contact:

Neighborhood Sun Benefit Corp.

Attn: Customer Service

Phone No.: 240-284-6245

email: [hello@neighborhoodsun.solar](mailto:hello@neighborhoodsun.solar)

Subscriber Signature:

A handwritten signature in black ink, appearing to read "Samshe Anderson". The signature is written in a cursive, flowing style.