



SMART Participant Customer Disclosure Form (Community Shared Solar)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

***Community Shared Solar Participants do not directly purchase solar electricity. Instead, participants purchase credits in the form of Net Metering Credits or Alternative On-Bill Credits. Except in the case of eligible Low Income Customers, a Community Shared Solar subscription may or may not reduce customers' total electricity costs depending on market conditions and the specific terms of a credit purchase agreement. Eligible Low Income Customers must be provided a net savings, as required by DOER.**

| CUSTOMER INFORMATION | PROVIDER INFORMATION |
|---|---|
| Customer Name: Sample Customer | Company: Syncarpha Solar, LLC |
| Street Address: 123 Sample St | Street Address: 250 West 57 th Street, Suite 701 |
| City, State, Zip: Sample MA 01005 | City, State, Zip: New York, NY 10107 |
| Phone: (123) 456 - 7890 | Phone: 888-55-SOLAR |
| Email: samplecustomer1224@test.com | Email: solargardens@syncarpha.com |
| SYSTEM INFORMATION | |
| Community Solar Project Name: Syncarpha Community Solar Garden | |
| Project Location (Utility Service Territory): National Grid | |
| Project Size (kW DC): 1,000 – 7,000 | |
| Estimated Commercial Operation Date: November 2022 | |
| Estimated Number of Subscribers to the Project: ~100 to 650 | |
| SUBSCRIPTION & COST INFORMATION | |
| Subscription Size (kW DC): 8 kW | |
| Is the customer on a wait list? Yes or No No | |
| Estimated Contract Effective Date: Effective upon execution | |
| Contract Term (years): 20 years from Commercial Operation Date | |
| Option to renew: Yes or No No | |
| Enrollment Costs (\$): \$0 – no up-front costs | |
| Subscription Model (Upfront payment, pay as you go, discount, or other): Pay-as-you-go | |
| Starting Rate or Discount (\$/month, \$/kWh, percent, or percent of \$/kWh): 90% of the value of the Solar Bill Credits (Alternative On Bill Credits) applied to your Utility Account | |
| Rate increase frequency, if applicable (Monthly, quarterly, annually, etc.): Discount fixed for term | |
| Amount of Rate Increase, if applicable (\$/month, \$/kWh, percentage): n/a – fixed discount | |
| Estimated Year One Payments (including any enrollment costs) (\$): \$1470 | |
| Expected net savings for eligible Low Income Customers: \$163 annually | |
| Is the subscription transferrable to other customers? Yes or No Yes – see contract | |
| Is the subscription portable within the utility service area or utility load zone? Yes or No Yes | |
| Describe opt-out or early termination terms: | |

See contract for more details – Per the terms of this Contract, you may cancel at any time with no penalty. The cancellation may take up to six months to take into effect. **Per Commonwealth law, you have three days from the date of signing to cancel with no fault.**

Describe any system performance or electricity production guarantee:
Solar production is fairly consistent over the long-term but varies seasonally and can vary from year-to-year. You will ONLY pay for credits produced, with no guarantees or minimum amounts.

| OWNERSHIP OF INCENTIVES | PROVIDER | CUSTOMER | UTILITY | N/A |
|-----------------------------------|-----------------|-----------------|----------------|------------|
| Owner of SMART Incentive Payments | X | | | |
| Owner of Investment Tax Credit | X | | | |
| Owner of State/Local Tax Credits | X | | | |

NOTE: A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by a facility participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you are not using the solar power generated by the facility, your purchase of credits does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, Sample Customer , hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

January 2, 2024

Customer Signature

Date

Relevant Links and Contact Information

Massachusetts Department of Energy Resources

Website: www.mass.gov/doer Email: doer.smart@state.ma.us

Attorney General's Office

Website: <https://www.mass.gov/get-consumer-support>



SUBSCRIBER CONTRACT

MASSACHUSETTS COMMUNITY SOLAR (at 10% discount)

SUMMARY OF THIS CONTRACT:

This contract is an agreement between you as a Community Solar Subscriber (“Subscriber”), and Syncarpha Solar CF II, LLC, doing business under the name Solar Gardens by Syncarpha, as a Community Solar Subscriber Organization (“Provider”). Community Solar subscribers do not directly purchase energy from a Subscriber Organization. Instead, you will receive Solar Bill Credits, which represent the value of your portion (your “Subscription Size”) of the electricity generated by our community solar project, and these Solar Bill Credits reduce what you owe on your electric Utility bill.

You will continue to receive electric utility service and electric utility bills from your electric Utility. We will interconnect our community solar project to your local electric Utility, and when our solar project generates electricity, you will then receive Solar Bill Credits on your monthly electricity bills. In exchange for receiving the Solar Bill Credits on your Utility bill, you will pay us the value of the Solar Bill Credits minus your Discount (the “Price” of your Subscription).

| | |
|---|---|
| Provider: | Subscriber: |
| Syncarpha Solar CF II, LLC dba Solar Gardens by Syncarpha 250 West 57 th Street, Suite 701 New York, NY 10107 Email: solargardens@syncarpha.com Toll-free phone: 888-557-6527 | Name: Sample Customer Utility Service Address: 123 Sample St Sample 01005 Utility Account number: 4444444444444444 Email: samplecustomer1224@test.com Phone: (123) 456 - 7890 |

Note: Under this contract, Subscriber may be referred to as “you” or “your,” and Provider may be referred to as “us,” “we,” or “our.”

| | |
|--------------------------------|--|
| The Project: | A solar photovoltaic generating facility installed (or to be installed) in your local Utility service territory (the “Project”). |
| Project Operation Date: | The Project is anticipated to be (or was) operational starting: [<u>November, 2022</u>]. If this is an anticipated date in the future, then this may be an estimate and is subject to change based on a variety of factors. |
| Utility: | [<u>National Grid</u>] |
| Subscription Size: | You are reserving [8] kW(DC) of generating capacity from the Project. This is expected to produce approximately [6800] kWh of |

| | |
|-------------------------------|--|
| | electricity annually, which will, in turn, result in Solar Bill Credits. We may, per the terms of this contract, modify your Subscription Size to better match your needs. |
| Solar Bill Credits: | Solar Bill Credits is the name used in this contract to represent what Massachusetts regulations call “Alternative On-Bill Credits,” which are generated by a Community Shared Solar project and applied to each Subscribers’ Utility Account. The value of the “Alternative On-Bill Credits” applied to your Utility Account is based on the kilowatt-hours (kWh) generated by your Subscription Size multiplied by the Utility’s basic service rate at the time the kWh are generated. |
| Discount: | In exchange for receiving the Solar Bill Credits on your Utility bill, you will pay us for the Solar Bill Credits at a guaranteed 10 % discount. See the “BILL COMPARISON” graphic later in this Contract to better understand how the discount is applied. |
| Upfront Costs: | \$0.00 There are no upfront costs to enroll in this program. You are reserving your share of the Project, but do not owe us anything under this Contract until after the Project is operational and after Solar Bill Credits are applied to your Utility Account. |
| Term of this Contract: | The term begins on the date you execute this Contract (the “Effective Date”), and you can continue receiving benefits for up to twenty (20) years after the Project Operation Date (the "Term"). Per the terms of this Contract, you may cancel at any time with no penalty. The cancellation may take up to 6 months to go into effect. |

KEY TERMS AND CONDITIONS OF SERVICE:

- 1. PURCHASE AND SALE.** Starting on the Project Operation Date and continuing for the remainder of the Term, we will allocate and sell to you, and you will purchase and accept from us, the amount of Solar Bill Credits generated by your portion (Subscription Size) of the Project. Your Subscription Size is based on our analysis of your historical electricity costs, for which we will require your previous year’s utility billing information. You may request changes to your Subscription Size, which is subject to our approval and confirmation, and we reserve the right to make adjustments to your Subscription Size.
- 2. THE PRICE.** The Price you will pay to us under this Contract is the value of the Solar Bill Credits allocated to your Utility Account minus your Discount. The value of Solar Bill Credits is based on the kilowatt-hours (kWh) of electricity generated by your Subscription Size, multiplied by the Utility’s basic service rate at the time that the kWh are generated at the Project. Even as the value of Solar Bill Credits changes, your Discount will remain the same for the Term of this contract.

BILL COMPARISON:

After you become a Community Solar Subscriber and the Project begins generating electricity, you will receive two bills: (1) your utility bill, which you will continue to pay as you do now, reduced by your Solar Bill Credits, and (2) a bill from us for the Solar Bill Credits at a 10% discount.

The bill you will receive from us will reflect the Solar Bill Credits on your utility bill from the prior month. For example, if you receive a \$100 Solar Bill Credits reduction of your June utility bill, your July invoice from us will total \$90 (\$100 of Solar Bill Credits with a 10% discount).

The following is a comparison of the subscriber’s bill with and without the community solar subscription. This chart is an example only, and in reality, your actual monthly bill could appear differently and include different

COSTS.

| <u>No Community Solar:</u> | <u>With Community Solar:</u> | |
|---|--|--------------------------------|
| Your Utility Bill | Your Utility Bill | Your Solar Gardens Bill |
| Example month of June | Example month of June | Example month of July |
| Electricity charges by your Utility: \$110* | Electricity charges by your Utility: \$110 | Solar Bill Credits: \$100 |
| | Solar Bill Credits applied: \$100* | Discount: 10 % |
| You owe the full \$110 to your Utility | You now owe only \$10 to your Utility | You owe us: \$90 |
| Total payment to your Utility: \$110 | Combined total to Utility and to Solar Gardens: \$100 You Save \$10 | |

*The numbers used in this chart are hypothetical examples only.

3. PAYMENT DETAILS FOR COMMUNITY SOLAR:

- a. **OUR MONTHLY INVOICES.** We will send you an invoice (the “Invoice”) each month that shows (1) the Solar Bill Credits allocated to your Utility Account during the prior month, and (2) the Price payable by you to us. The total amount due on each Invoice is payable by you within thirty (30) days after the date of such Invoice.
- b. **PAYMENT METHOD.** You agree to pay us the total amount due each month (as identified on the applicable monthly Invoice), with payment information entered in our online platform, to be charged via autopay on the due date of the monthly invoice. Payments can be made either by credit card or through the Automated Clearing House (ACH) in accordance with the terms set forth in our ACH payment authorization. **Please note that we charge an additional 2% service fee for credit card transactions.** To assure us that you have a valid payment method, you agree to provide your payment information during enrollment, even though we will not charge you until Solar Bill Credits are delivered to your Account.

4. **TERM.** The term begins on the date you execute this Contract (the “Effective Date”), and unless terminated early, will end twenty (20) years after the Project Operation Date (the "Term"). You are not obligated to stay in this program for 20 years, but our service to you can last for 20 years if you choose to stay in the program during that time.

5. EARLY TERMINATION.

- a. You may terminate this Contract, at no penalty, upon written notice to us:
 - i. Within three business days after signing this Contract; or otherwise,
 - ii. Upon three (3) months’ prior written notice; or
 - iii. Upon the closure of your Utility Account.
- b. We may terminate this Contract, upon written notice to you:
 - i. At any time if community solar is no longer available for the Project or for your Utility Account; or
 - ii. Upon your Default of this Contract; or
 - iii. Upon three (3) months’ prior written notice to you.

Upon early termination, it may take up to six (6) months for the Utility to stop delivering Solar Bill Credits to your Utility Bill. See section 10, Our Limitations Due to Utility Requirements. You will continue to be responsible for paying us for the Solar Bill Credits delivered to your Utility Bill until the Utility stops delivering them.

- 6. CUSTOMER DEFAULT.** You may be in Default of this Contract if you fail to make a monthly payment when due, and such failure continues for a period of thirty (30) days after we send you written notice of such nonpayment.
- 7. SOLAR ENERGY GENERATION VARIES.** Please note that you will continue to receive as much electricity as you need from your Utility. However, the actual amount of Solar Bill Credits applied to your Utility Account, and therefore the amount of savings you receive from community solar, is directly contingent on the Project's production of electricity. The production of electricity can vary significantly depending upon the season, with the greatest production during the summer months. Production can also vary due to outages at the Project or on the utility grid, repair and maintenance events, changes in weather or seasons, changes to utility tariffs, or for other reasons. Accordingly, we can only guarantee your Discount on the value of Solar Bill Credits, but we cannot guarantee the amount of Solar Bill Credits allocated to your Utility Account.
- 8. SUBSTITUTION OF DIFFERENT PROJECT.** After the Effective Date, we may decide to substitute for the Project a different solar electric generating project under development or an existing operating project under the ownership or control of the Provider or an affiliate of Provider.
- 9. OWNERSHIP OF OUR PROJECT AND ITS ATTRIBUTES.** This Contract does not provide you with any ownership interest, right to, or title in, (1) our Project, or (2) any electricity, tax credits, renewable energy credits, carbon offset credits, rebates, or other benefits related to the Project or its output (other than the applicable Solar Bill Credits), or (3) any other revenue or profit associated with the Project, both presently and in the future.
- 10. OUR LIMITATIONS DUE TO UTILITY REQUIREMENTS.** The Utility has administrative requirements that directly affect application of Solar Bill Credits to your Utility Account each month. At times during the Term, we will be working with your Utility to coordinate transfer of Solar Bill Credits, manage moves and cancellations of Subscribers, and the like. Under applicable law, we may only be permitted to make changes to your account at certain intervals, and the Utility's implementation of revisions may take additional time. For this reason, if you request any changes to your Subscriptions, there may be a delay of as long as six (6) months or more from the date you wish to make the change.
- 11. ACCESS TO YOUR UTILITY ACCOUNT.** Our preparation of monthly Invoices to you may depend upon our ability to access information regarding your Utility Account. Accordingly, you agree to: (1) provide us with any energy billing and usage data with respect to your Utility Account (including copies of and/or access (electronic or other) to the invoices you receive from the Utility), as we reasonably request from time to time and (2) to designate us (or other third parties we may designate) to the Utility as an authorized recipient of your energy billing and usage data during the Term. We agree that we will use this data solely to verify the expected allocation of Solar Bill Credits to your Utility Account by the Utility and the related preparation of our monthly Invoices. If you do not provide us with the necessary information and we are unable to confirm your electric utility account information within thirty (30) days of execution of this Contract, we may terminate this Contract with no obligation on either party by providing notice to you.
- 12. INFORMATION GIVEN TO THE UTILITY.** You authorize us to provide to the Utility such information about your Utility Account as may be necessary for us to ask the Utility to allocate to your Utility Account the applicable Solar Bill Credits from the Project.
- 13. CREDIT CHECKS AND CREDIT REPORTING.** You acknowledge that we will be screening your credit in connection with approving your application to participate in this Contract. You grant us permission to check your credit report, credit score and other credit files and records maintained by credit reporting bureaus and agencies at any time during the Term. We will keep this information confidential and will only use it solely for the purpose of (1) checking your eligibility to participate in this Contract according to our

credit qualification requirements and (2) answering questions others may ask regarding your credit (as allowed by law) and sharing your credit information with our Lenders.

14. ASSIGNMENT. You may not assign this Contract without our prior written consent, which we may not unreasonably withhold or delay. We may, without your consent, (1) assign, mortgage, or collaterally assign our interests in this Contract to any lender or similar person providing financing for our Project, our business or our affiliate’s projects or business, (2) assign this Contract to our affiliate, or (3) assign this Contract to any party that purchases the Project. Upon our delivery to you of written notice of an assignment under (2) or (3), you will have released us of all of our obligations and liabilities under this Agreement from and after the date of such notice.

15. NO WARRANTIES. WE BOTH ACKNOWLEDGE AND AGREE THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY, OUTPUT OR PERFORMANCE OF THE PROJECT OR THE CREDITS DESCRIBED IN THIS CONTRACT, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED BY EACH OF US AND WAIVED BY THE EACH OF US.

16. LIMITATION ON TYPES OF DAMAGES. NEITHER PROVIDER NOR SUBSCRIBER SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM A BREACH OF THE PROVISIONS OF THIS CONTRACT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

17. MASSACHUSETTS LAW GOVERNS THIS CONTRACT. The laws of Commonwealth of Massachusetts shall govern this Contract without giving effect to conflict of laws principles.

18. NOTIFICATIONS AND CONTACT INFORMATION

a. **ELECTRONIC INVOICES AND OTHER NOTIFICATIONS.** Our monthly invoices and other notifications are provided via e-mail and through our online portal. By executing this contract, you agree to maintain a valid email address in order to receive monthly Invoices, billing information and updates via email. To update your email address, please notify us solargardens@syncarpha.com or by phone at 888-55-SOLAR.

b. **CONSENT TO RECEIVE TEXT MESSAGES.** By executing this contract, you consent to receive text (SMS) messages from us or from our affiliates for the purposes of completing your enrollment in the program and managing your subscription under the terms of this Contract. You may opt out of text message communication with written notice to us at any time.

c. **NOTIFICATION OF CHANGES THAT COULD IMPACT BUYER.** We will notify you through email, as set forth above, of any changes to your account or the operation of the Project or any other information that will impact your subscription to the Project within 30 days of such event or as soon as reasonably possible. If, after the Project Operation Date, the Project is out of service for a period of 30 days or more, we will notify you.

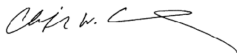
d. **QUESTIONS/COMPLAINTS.** Questions or complaints regarding the Project or your Subscription can be submitted to:

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|---|---|
| Solar Gardens by Syncarpha | Email: solargardens@syncarpha.com |
| 250 West 57 th Street, Suite 701 | Toll-free phone: 888-557-6527 |
| New York, NY 10107 | |

19. THIS CONTRACT IS OUR ENTIRE AGREEMENT. This Contract contains our entire agreement regarding the Project and the sale and purchase of Solar Bill Credits generated by the Project. There are no other contracts, agreements or documents between the Subscriber and Provider, either written or oral, regarding the Project and the sale and purchase of Solar Bill Credits generated by the Project. You agree that all promotion materials, forms, projections, advertising and disclosures sent to you prior to the Effective Date, whether in writing or made orally, have no force and effect between us and are completely replaced in all respects by this Contract. We reserve the right to amend or modify the terms of this Contract with 30 days written notice prior to the date such modifications become effective; provided, however, that we may modify your Subscription Size to better reflect your expected electricity consumption or to designate a replacement Project without advance written notice to you. If any portion of this Contract 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.

SIGNATURES:

You hereby represent that (a) you have read this Contract in its entirety and you acknowledge that you have received a complete copy of this Contract, and (b) you have the full right, power, and authority to enter into this Contract on behalf of yourself or on behalf of the Utility Account holder.

| | |
|---|--|
| <p>Provider:</p> <p>Signed: </p> <p>Name: Clifford Chapman</p> <p>Title: CEO</p> | <p>Subscriber:</p> <p>Signed:</p> <p>Name: Sample Customer</p> <p>Date: January 2, 2024</p> |
|---|--|

Note: as provided above, our execution of this Contract may be conditional upon your meeting the minimum credit score requirements of this Project and confirmation of your past utility usage and account information. We may terminate this agreement with no obligation to either party if we are unable to verify your electric usage and account information.

ATTACHMENT A - ACH OR CREDIT CARD RECURRING PAYMENT AUTHORIZATION FORM

By signing this form, you are authorizing Syncarpha and Neighborhood Sun 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 Syncarpha and Neighborhood Sun receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to Neighborhood Sun. 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 to Neighborhood Sun, 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, Syncarpha and Neighborhood Sun 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, Syncarpha and Neighborhood Sun will attempt to draft again one to five days later. If sufficient funds are still not available:

Any late payment (namely, not paid to us within twenty (20) days after the date of the applicable Invoice) will incur a late fee ("Late Fee") equal to 1.5% of the total amount due under our Invoice to you. This Late Fee is an administrative charge to compensate us for costs we incur as a result of late payments by you and is not an interest or finance charge. If you dispute any of our Invoices, you must pay the total amount due and notify us in writing of the factual basis, including documentation, for the dispute. If the dispute is resolved in your favor, we will refund the relevant amount to you within 30 days after resolution of the dispute.

You agree to forego receiving notice of any adjustment from the recurring draft amount caused by missed or late payments. No payments due Syncarpha and Neighborhood Sun will be considered "paid" until Syncarpha and Neighborhood Sun actually receives the funds in full. Syncarpha and Neighborhood Sun 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 Syncarpha and Neighborhood Sun's processing of ACH or Credit Card withdrawals in connection herewith, please feel free to contact:

Neighborhood Sun Benefit Corp.

Attn: Customer Service

Ph No.: 888-557-6527 email: solargardens@neighborhoodsun.solar

Customer Signature: