

CDG Provider: Green Street Power Partners

CDG Project Manager: Neighborhood Sun Benefit Corp. | Phone: (888) 606-0054 | Email: hello@neighborhoodsun.solar

New York Community Distributed Generation Disclosure Form & Subscription Agreement

Community Distributed Generation Disclosure Statement	
Customer information & Distribution Utility	<p><u>Name:</u></p> <p><u>Service Address:</u></p> <p><u>Account number:</u></p> <p><u>Phone:</u></p> <p><u>Email:</u></p> <p><u>Utility:</u> National Grid</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 the agreement.</p> <p>As a subscriber to a Community Distributed Generation Solar Project, you will subscribe to a community solar facility that is installed at an off-site property within your utility's service territory, and you will receive Bill Credits on your electric bill for the clean energy produced by the solar facility.</p>
Price, Fees, and Charges	<p>There are no up-front fees or payments. Each month, you will receive Bill Credits on your electric utility bill based on the electricity generated by the Project. Your Subscription Fee, equal to 90% of the value of the Bill Credits you receive each month, will be automatically taken from the Bill Credits you receive on your utility bill.</p> <p>After the Bill Credits are reduced by the Subscription Fee, you will receive a net savings equal to 10% of the Bill Credits you receive. You will not be charged any other fees.</p>
Project Location and Customer Allocation	<p><u>Location:</u> 6935 Route 262, Byron, NY, 14422</p> <p><u>Initial Percentage Allocation:</u> 0.120, 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 100% 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 the agreement is twenty (20) years and will commence on the date of the first utility bill displaying Bill Credits. Following the twenty (20) year term, the agreement will</p>

	be automatically extended on a yearly basis under the same terms and conditions unless you or the Provider elects to terminate the agreement by providing written notice.
Early Termination	You may terminate the agreement at any time during the agreement term, without penalty or fee, by providing no less than sixty (60) days written notice to Provider.
Estimated Benefits	<p><u>Estimate of kWh generation received annually:</u> Up to 100% 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 Project will be applied to your utility bill based on the VDER Credit Rate. "VDER Credit Rate" is the monetary rate that your utility attributes to each kWh generated from the Project.</p>
Guarantees	You are guaranteed to save 10% of the value of Bill Credits applied to your utility account each month. This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	<p>Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy Bill Credits to your bill and communicate any errors to the utility for resolution. Provider will restrict disclosure of identifiable information solely to employees, representatives, investors, and/or advisors with a need to know and will not disclose the information to third parties.</p> <p>By signing this agreement, you are agreeing to allow Neighborhood Sun to access your utility usage information through your utility provider.</p>
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three (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, "Right to Cancel". You may also terminate this contract at any time by providing sixty (60) days written notice to Provider.
Customer rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Incorporation of Agreement	By signing this Disclosure Statement, you agree to the terms and conditions set forth herein as well as those set forth in the General Terms and Conditions attached hereto and incorporated by reference.
CSG Project Manager	<p>The CSG Host has designated Neighborhood Sun as its CSG Project Manager. Any notices and communications shall be directed to:</p> <p>Neighborhood Sun Benefit Corp 8455 Colesville Rd., Suite 1025 Silver Spring, MD 20910 Email hello@neighborhoodsun.solar Phone (888) 606-0054</p>



Signature of Authorized Company Official or Representative:
Date: March 5, 2025

Signature of Subscriber:
Date: March 5, 2025

GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Community Solar Distributed Generation Subscription Agreement (“Agreement”) is entered into as of the date stated on the Disclosure Statement by and between 6935 Route 262 and its agents, successors, and assigns (the “Provider” or “CDG Provider” or “CDG Host”) and you, the “Subscriber” (individually, a “Party” and collectively, the “Parties”). By signing the Disclosure Statement, Subscriber agrees to the terms and conditions below.
2. **DEFINITIONS.**
 - a. “Authorized Designee of the CDG Host” or “Authorized Designee” means Neighborhood Sun or any other agent the CDG Host may designate.
 - b. “Bill Credits” means the monetary credits applied to the Subscriber’s Electric Utility account. Bill Credits are calculated by taking the percent allocation of the total kWh generation of the Project multiplied by the VDER Credit Rate on a per month basis for the Service Classification applicable to Subscriber.
 - c. “Bill Period” means 1 calendar month, commencing from COD;
 - d. “Commercial Operation Date” or “COD” means the date upon which the Project is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;
 - e. “Energy Attributes” means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project 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, the NY-Sun Incentive Program, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project of any kind.
 - f. “Excess Generation” means the number of kWhs generated by the Project and supplied by the CDG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period;
 - g. “Kilowatt Allocation” means, prior to the Commercial Operation Date, the number of kilowatts of the Project Capacity allocated to Subscriber;
 - h. “kW(s)” means one-thousand (1,000) watts of electrical power;
 - i. “kWh(s)” means a measure of electrical energy equivalent to a power consumption of one (1) kW for one (1) hour;
 - j. “Net Savings” means the remaining ten (10%) percent of the value of Bill Credits that will be applied to the Subscriber’s Electric Utility bill.
 - k. “Percentage Allocation” means, (i) 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 (ii) subsequent to the Commercial Operation Date, the percentage of the Project’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;
 - l. “Project” means the community solar project from which Subscriber receives the Percentage Allocation;
 - m. “Project Capacity” means the nameplate capacity in kilowatts of the Project;
 - n. “Service Classification” means the designation of an Electric Utility customer based on their customer type and demand regime;
 - o. “Subscriber” means the person or entity identified on the Disclosure Statement as receiving the Percentage Allocation, and which is an electric service customer of the Electric Utility;
 - p. “Subscription Fee” means ninety percent (90%) of the value of Bill Credits in any given month taken automatically from the monthly Bill Credits;
 - q. “Tariff” means the [Electric Utility] for Electric Service, P.S.C. No: 220 – Electricity, as amended or superseded from time to time;
 - r. “VDER Credit Rate” is the monetary rate that the Electric Utility attributes to each kWh generated from the Project.
3. **PURCHASE OF ALLOCATION; ELIGIBILITY.**

- a. **Bill Credits.** CDG Host agrees to sell to Subscriber and Subscriber agrees to purchase from CDG Host, the Percentage Allocation for the entire Term and any renewal term in consideration for the Bill Credits and Net Savings. Net Savings 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. Nothing in this Agreement shall include Subscriber's right to any direct, indirect, or derivative benefits or incentives of owning and/or operating the community solar project from which Subscriber receives Bill Credits.
 - c. **Subscriber Eligibility.** Subscriber's eligibility to receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law: (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) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall amount to at least one thousand (1,000) kWhs annually; (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not available; and (iv) Subscriber is not currently: a net metered customer-generator; a remote net metered host or satellite account; or taking Standby Service (for customers classified as having on-site generation) under the Tariff.
 - d. **Subscriber Authorization.** Subscriber authorizes the CDG Host, Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the CDG Host in connection with the Subscriber's historical kWh consumption data and credit history is true, and Subscriber understands that this information must be updated upon request if Subscriber's conditions change.
 - e. **Subscriber Data.** To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the CDG 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").
4. **MONTHLY SUBSCRIPTION FEE.** Subscriber acknowledges that the Subscription Fee will be automatically taken from the Bill Credits each month and Net Savings will be applied to Subscriber's Electric Utility bill for a given Bill Period.
 5. **CDG HOST ADJUSTMENTS.** Subscriber hereby consents to the CDG Host modifying the Percentage Allocation at its sole discretion, provided such modifications comply, in all respects, with applicable law. The CDG Host does not guarantee, and Subscriber acknowledges that the CDG Host does not guarantee the amount of electrical energy the Project will produce or the monetary value of the Bill Credits.
 6. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**
 - a. **CDG Host.** The CDG Host represents, warrants, and covenants to Subscriber that CDG Host is authorized to (A) operate the Project, (B) participate in the New York State Community Distributed Generation program authorized by the New York State Public Service Commission, and (C) take all other necessary and appropriate action on to satisfy its obligations to Subscriber.
 - b. **Subscriber.** Subscriber represents, warrants, and covenants that: (A) 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; (B) it will have no interest in or entitlement to any Energy Attribute; and (C) Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the CDG 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 Fee.
 7. **TRANSFER; ASSIGNMENT.** The CDG 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 CDG Host 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.

8. **COMMUNICATION.** By executing this Agreement, the Subscriber consents to the CDG Host and any person or entity acting on the CDG Host's behalf, including Neighborhood Sun and its representatives, to communicate with the Subscriber, in connection with the Project, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. The CDG Host and any person or entity acting on the CDG Host's behalf may communicate with the Subscriber using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or pre-recorded voice messages, SMS or text messages, telephone or email. CDG Host may use such means of communication even if Subscriber will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.