

## Maryland Community Solar Subscription Agreement

Company: SunCentral LLC	Effective Date:
Subs. Org: Chaberton Solar Blossom Hill LLC (SO# 23A305667000517) 1601 Wewatta St., Suite 700 Denver, CO 80202 888-734-3033 x702	
Customer: City of Frostburg	Facility: As set forth in Appendix A
Contact: Patrick O'Brien	Customer Capacity: As set forth in Appendix A
Role: City Administrator	Utility: Potomac Edison Power Company

### 1. Introduction.

This Community Solar Subscription Agreement (this "**Agreement**") sets forth the terms and conditions under which you subscribe through SunCentral to a portion of the electric generating capacity of a utility-approved Community Solar Energy Generation System for the Term of this Agreement in order to receive Bill Credits from the Utility so as to decrease your utility costs. "**Utility**" means the utility service provider listed under Appendix A. In this Agreement, you may be also referred to as "you", "your" or "Customer", and SunCentral, together with its successors and assigns, may also be referred to as "the Company" or "we" or "us" or "our". Customer and the Company shall collectively be referred to herein as the "Parties" and individually as a "Party".

This Agreement, with the Effective Date as of the date of the last signature, is a legally binding agreement with disclosures required by law (Maryland Community Solar Contract Summary is attached as Appendix D), so please read everything carefully. If you have any questions regarding this Agreement, please contact Customer Support toll-free at 888-734-3033 x702.

### 2. General Information.

As detailed below, the Utility currently participates in the Maryland Community Solar program whereby the Utility is required to issue Bill Credits for generated solar electricity pursuant to the terms of the Tariff and Maryland program regulations (the "**Program**"). "**Bill Credits**" means community solar electric ("CSE") credits issued on the electric bill of Customer as compensation for the electricity produced in any given month by the Community Solar Electric Generating System. "**Tariff**" means the tariff from the Utility to implement the Program, as approved by the Maryland Public Service Commission, together with any subsequent amendments and approvals thereto. This Program requires the Utility to issue Bill Credits on the electric bills for certain customers in exchange for receipt of solar electricity from a qualifying Community Solar Energy Generation System.

We have constructed or intend to construct a Utility-approved Community Solar Energy Generation System as set forth in the Program, at the location set forth in Appendix A (the "**Facility**"). We will interconnect the Facility with the Utility pursuant to the terms of the Tariff, generator interconnection agreement, the Program, or other agreements required to be executed with the Utility (collectively, the "**Interconnection and Credit Agreements**" or "**ICA**"). Once the Facility begins to generate electric energy on a commercial basis (the "**Commercial Operations Date**" or "**COD**") we shall provide you further description of such Facility and notice of assignment to it on or shortly after by updating Appendix A with the Commercial Operations Date, Facility Location, Facility's total nameplate capacity, and Customer's Capacity. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties in accordance with Section 2. By executing this Agreement, you agree to allow us to assign this Agreement to any eligible solar system developed or managed by us as described (or to be described at a future date) in Appendix A.

Under this Agreement, you will subscribe to a portion of the electric generating capacity of the Facility during the Term

of this Agreement in order to receive Bill Credits from the Utility on your electric bill (the “**Solar Interest**”).

**3. Term.**

- a. Term. The term of this Agreement shall commence on the Effective Date and continue for ten(10) years (the “**Initial Term**”). This Agreement will automatically renew for successive terms of five(5) years (each, a “**Renewal Term**”) unless either Party decides that it does not wish to renew this Agreement before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other Party in writing at least one hundred and eighty (180) days before the completion of the Initial Term or Renewal Term, as applicable. We will provide you at least thirty (30) days’ notice of automatic renewal so you have an opportunity to terminate if you so choose. The Initial Term and any Renewal Term are collectively referred to as the “**Term.**” Notwithstanding the foregoing, this Agreement shall terminate after twenty-five (25) years from the Facility’s Commercial Operations Date unless earlier terminated in accordance with this Agreement, in which case the Term shall expire on the effective date of such early termination. We shall provide you thirty (30) days’ notice of expiration.
- b. Initial Accrual of Bill Credits. The Utility shall begin allocating Bill Credits to you upon the date (the “**Eligibility Date**”) by which all of the following shall have occurred: (1) the Commercial Operations Date and (2) the Utility has added you to the Utility’s Bill Credit allocation records (the “**Allocation Form**”) which we update with the Utility from time to time to allocate Bill Credits obtained from the Utility in respect to solar electricity delivered to the Utility Meter located at the Facility and (3) you have been approved by the Utility, see Section 4.

**4. Acknowledgments Regarding the Program.**

- a. Program Limitation and Requirements. The Program imposes certain requirements and limits on participation in the Program as further described in the applicable Program rules and regulations (the “**Program Limitation**”). You acknowledge that your participation (or the participation of others at the same Utility Service Location) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Portion, Bill Credits or Capacity which you can receive, or which may be attributed to you in connection with this Agreement and the Program. You agree that we are not obligated to request, and that the Utility is not obligated to make any payment or provide Bill Credits to the extent your Capacity exceeds the Program Limitation. You acknowledge this Agreement will be deemed automatically amended to incorporate any changes to any Program rules or regulations. To participate in the Program, you must in addition to other applicable requirements (i) be and remain a customer of the Utility for electric service throughout the Term of this Agreement, (ii) assist in designating your Customer Account to which the Utility can post Bill Credits (which shall be at the Utility Service Location shown in Appendix A unless changed pursuant to the Agreement), and (iii) be and remain in compliance with all requirements of this Agreement and the Program throughout the Term of this Agreement.
- b. Your Subscription is Contingent on Allocation of Bill Credits by Utility. Your subscription is contingent upon and subject to the Utility’s acceptance of your participation and allocation of Bill Credits to your Customer Account. “**Customer Account**” means Customer’s account with the Utility for a location served by the Utility, and which must be in a rate class that is eligible under the Program. During the Term of this Agreement, (i) if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to your Customer Account on a temporary basis, this Agreement shall remain in full force and effect, but we shall promptly refund to you any amount paid to us by you for such Bill Credits which the Utility refused to credit to your Customer Account, and (ii) if for any reason the Utility refuses to allocate the Bill Credits to your Customer Account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party with no liability to either Party. Notwithstanding anything to the contrary, this Section 4(b) does not apply to the extent that the reason that the Utility refuses to allocate Bill Credits to you is a result of you failing to pay your Utility bill or your breach of this Agreement.
- c. Additional Requirements. You acknowledge that, in connection with this Agreement, you must first satisfy our credit requirements, which are subject to change and not contained in this Agreement. We may terminate this Agreement by written notice to you if we determine that you are ineligible to participate in the Program and/or fail to satisfy our credit requirements.

5. **Customer's Subscription.**

- a. **Capacity Subscribed.** Commencing on the Eligibility Date and continuing throughout the remainder of the Term, you agree to subscribe to a Capacity sufficient to produce kWh equal up to approximately 100% of your historic usage. After verifying your prior twelve-month usage or estimated usage with the Utility, we shall notify you of your Capacity within the updated Appendix A. "**Capacity**" means the amount of capacity you subscribed to under this Agreement as detailed under Appendix A expressed in terms of kW-DC. Bill Credits are only paid at full retail rate for up to 100% of your actual annual usage. Any additional credits that could not be applied to offset your bill over the annual period will only be applied once per year at a lower "excess generation" rate. In no event may a customer subscribe to more than 200% of their historic usage in any solar facility or as part of net-metered generation.
- b. **Determination of Solar Output.** You acknowledge the measurement of the Facility Solar Output shall be based upon readings at the Utility Meter. Each month during the Term of this Agreement, the Utility will record the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter, if available (the "**Facility Solar Output**"). The Utility will then multiply the Facility Solar Output by your Portion to arrive at the "**Customer Solar Output**" for that month in kWh. Customer Solar Output means the portion of the Facility production allocable to the Customer measured in kilowatt hours AC or "**kWh.**" The month over which such solar electricity is measured is referred to herein as the "**Production Month.**" "**Portion**" means your Capacity expressed in a percentage of the total nameplate capacity of the Facility. Your Portion shall be updated in Appendix A after the Commercial Operations Date. The current estimated Facility production projections is found in Appendix C. There shall be no additional compensation by us to you for underperformance of the Facility.
- c. **Calculation of Bill Credits.** Bill Credits are calculated solely by the Utility based upon the terms and conditions of the Program. You acknowledge and agree that our sole obligation regarding payments to you is to request and use commercially reasonable efforts to require the Utility to deliver Bill Credits. We will provide the Utility with your information so that the Utility can post the appropriate amount of Bill Credits to your electric bill, pursuant to the allocations shown in the Utility's Bill Credit allocation records. Bill Credits to be applied on your electric bill are calculated using the Bill Credit Rate multiplied by your Customer Solar Output based upon the reading. "**Bill Credit Rate**" means the applicable value of solar rate in effect at the time of energy generation (in \$/kilowatt-hour) and may be periodically revised by the Utility based upon variations in the Utility's rate components from time to time, that is applicable to your retail rate classification. You understand that (i) the Bill Credits received by you for a particular Production Month will be reflected on your statement from the Utility as a monetary credit amount and not as an electricity quantity; and (ii) such Bill Credits will be reflected on your monthly invoice according to the Utility's billing cycle, and there may be a delay of up to three months after the Production Month until the Bill Credits appear on your Utility electric bill.
- d. **Title; Environmental Attributes and Tax Incentives Excluded.** You shall not be entitled to any ownership interest in, and as between you and us, we shall have title to, the Facility and all solar panels. You acknowledge and agree that your Solar Interest does not include any Environmental Attributes associated with the Facility, and you agree that you will not claim any Environmental Attributes. "**Environmental Attributes**" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance other than Bill Credits that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits, "**Renewable Energy Credits**" of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets, (iv) investment tax credits (including any grants or payments in lieu thereof), tax deduction, incentives or depreciation allowances established under any federal or state law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation.

- e. Taxes. You shall be responsible to either pay or reimburse us for any applicable sales, use, import, excise, value added, or other taxes or levies (other than our income taxes) associated with this Agreement except that we shall be responsible for any and all taxes assessed on the generation, sale and delivery of the electricity from your Solar Interest. Neither we nor the Utility make any representations concerning the taxable consequences to you with respect to your Bill Credits other tax and we make no representation on securities issues relating to your participation in the Facility or Program.
- f. Distribution of Excess Bill Credits. Unsubscribed production from the Facility shall be allocated to the Company in accordance with Program rules. **“Excess Bill Credits”** means additional Bill Credits which upon our instruction to the Utility are allocated to your Customer Account by the Utility, which shall temporarily increase the regular Bill Credit distribution associated with your Customer Solar Output. We may at any time direct the Utility to apply bill credits we receive from unsubscribed production as Excess Bill Credits to your Customer Account if not in violation the Program.

## 6. Payment

- a. Bill Credit Payment. Except as provided in Section 6(c) below, the payment (the **“Bill Credit Payment”**) for each month is (i) ninety percent (90%) of the Bill Credits attributable to the Customer’s Solar Output for the prior Production Month plus (ii) ninety percent (90%) of the Excess Bill Credits received by you for such Production Month, if applicable under Section 5(f). Please note that this Agreement does not include any Utility charges.
- b. Invoice for Bill Credit Payment. Each month following the Eligibility Date (except as provided in Section 6(c) below), you will electronically receive a monthly statement from us showing the Bill Credit Payment amount due from you on or about the 60<sup>th</sup> day after the end of the Production Month upon which such Bill Credit Payment is based including any previous balance and late fee, if applicable (the **“Invoice”**). The Invoice shall be based on readings from the Utility Meter, if available. In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. **“Facility Meter”** means our electric meter located at the Facility and used to measure the solar electricity generated at the Facility. You shall pay all invoiced amounts owed to us within thirty (30) days of the date of the Invoice. All invoices shall be paid by the Company- approved payment method you select. Once you select a Company-approved payment method, you shall execute the applicable Payment Authorization Form and provide us the necessary payment information. You agree to inform us of any changes to your payment information within ten (10) days of any change. Any late payments shall be subject to late fees. If your payment is late in accordance with this Agreement, you shall owe the lesser of (i) 1.5% per month on the portion of your balance that is more than thirty (30) days past due or (ii) the maximum amount as allowed by applicable law as a **“Late Fee”**.
- c. Consolidated Billing. **“Consolidated Billing”** means the utility net crediting process of splitting the payment for the Bill Credits between the Customer and the Company. Notwithstanding anything to the contrary, the Program may be modified to allow for Consolidated Billing at any time. For all Production Months in respect to which the Program has been amended to allow for Consolidated Billing and we have elected to participate in Consolidated Billing, the Utility will credit you ten percent (10%) (the **“Bill Credit Savings Rate”**) multiplied by the total Bill Credits attributable to the Customer’s Solar Output for the Production Month as determined pursuant to this Agreement. The remaining Bill Credits (minus any administrative fees) would go directly to us. Thus, you would only see the Bill Credit savings on your electric bill. For Production Months under Consolidated Billing, you shall not owe the Bill Credit Payment nor shall you receive a separate Invoice from us.
- d. Records and Audits. Each Party shall keep, for a period of not less than three (3) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments

reflected on such Invoice. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. We shall, at your request (such request to not occur more than annually), provide documentation of the amount of electricity generated by the Facility and/or the calculation of the Bill Credit Payments and Bill Credit calculations under Consolidated Billing, as applicable, provided that you provide us with your Utility bills for the time in question.

**7. Customer Information.**

Within ten (10) days of any request therefor by the Utility or us, you will provide to the Utility or us all applications, documentation and information required by the Utility to evaluate your qualification and eligibility for participation in the Program. You further agree to execute the consent to disclose Utility Customer Data form or any other form required by us or the Utility in order to participate in this Program. We may use your customer information you provide in Appendix A for reporting purposes to governmental entities and for your enrollment into the Program. To help us carry out the terms of this Agreement and interact with the Utility in regard to requirements of the Program, you agree that we have permission to submit to the Utility and/or obtain from the Utility your customer information listed in Appendix A, usage information, and subscription information, and we may share the same with the Utility. Protection of your Customer Data is important to us. The terms and conditions of our data privacy policy found at <https://suncentral.net/privacy-policy/> are incorporated into this Agreement.

**8. Changes in Location and Capacity.**

a. Change in Location.

- i. Advance Notice. You agree to provide us with ninety (90) days advance notice if you are moving, intend to close your Utility account, or of any other change which may cause you to not be the Utility's customer at the Utility Service Location.
- ii. New Eligible Service Location within same Utility Service Territory. If you change your Utility Service Location, this Agreement shall continue for the new location if: (i) the billing meter at the new premise is within the same service territory as the Utility serving the associated Facility or another one of our facilities that has available capacity, and (ii) you are established as the customer of record for electric service with the Utility at the new premises. You shall take all steps and provide all information required by the Utility under the Program to substitute your new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. We shall update the Utility's Bill Credit Allocation Form. After the Utility has verified eligibility and accepted the updated Bill Credit Allocation Form, you will continue to receive Bill Credits in accordance with the terms of this Agreement. We shall update Appendix A with your new Utility Service Location, without the need for additional consent or signature.
- iii. Other Termination of Utility Service. If you cease to be a Utility customer for electric service at the Utility Service Location and your new service location is not eligible to participate in Program in our Facility, we may terminate this Agreement under Section 10(e).

b. Change in Capacity. In accordance with Program Limitations, we may decrease or increase your Capacity in accordance with Program Regulations based upon your actual electrical usage from time to time.

c. Transfer to a Replacement Customer. You may be permitted to transfer all of your Capacity to a replacement customer as long as (i) such transfer is made in compliance with all terms and conditions of the Program, including Program Limitations; (ii) the replacement customer is eligible under the Program; (iii) you have no outstanding obligations in connection with your Customer Account or payments due under this Agreement; and (iv) you obtain our prior written consent, which consent may be withheld in our sole discretion. As a condition of any such transfer, you and the proposed transferee shall provide us with all requested documentation and information related to the transfer, and we shall have received confirmation of qualification by the Utility to participate in the Program. Upon execution of a new agreement with the replacement customer, this Agreement will terminate.

**9. Representations and Warranties.**

- a. Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:
  - i. To the extent that a Party is an entity, such Party is duly organized, validly existing, and in good standing under the laws of the state of its formation.
  - ii. The Party has full legal capacity to enter into and perform this Agreement and that the information provided is true to the best of its knowledge and belief.
  - iii. The execution of this Agreement has been duly authorized, and each person executing this Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
  - iv. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any applicable legal requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.
  - v. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.
  
- b. Customer Additional Representations, Warranties and Covenants. Customer hereby represents, warrants and covenants to Company as follows:
  - i. The Customer Information you provide in Appendix A is accurate and that you are eligible to participate in the Program.
  - ii. You agree to keep your Utility account for the Utility Service Location in active status and pay your electric bill on time. You agree to make no claim against us or our affiliates or assigns for amounts which may be payable to you from the Utility under the Program or in connection with this Agreement, provided we have provided correct information to the Utility.
  - iii. You have not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Bill Credits, and you will not do so during the Term of this Agreement.
  - iv. You are not participating in another Community Solar Energy Generation Facility or net metering at your Utility Service Location.

**10. Termination.**

- a. Early termination by Company. We may terminate this Agreement early as set forth in Section 10(a), (b), or (c). If this Agreement is terminated early pursuant to Section 10(a), (b), or (c), we shall provide you written notice as set forth in the applicable sections.
- b. Termination of Program. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that you are no longer eligible to participate in the Program, then either Party may terminate this Agreement without liability after you cease to receive Bill Credits by providing thirty (30) days' notice.
- c. Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated or the Company has not otherwise obtained a right to access and operate the Facility on

the applicable site, this Agreement will terminate at the time such access to the site permanently ceases without liability to either Party and we shall provide you at least thirty (30) days' notice before such termination.

- d. Termination Based on Our Default. You may terminate this Agreement if we materially fail to fulfill any of our obligations as expressed in this Agreement, and such failure continues for more than sixty (60) days after written notice from you of such failure. To terminate this Agreement in accordance with this Section, you may not have any uncured material default at the time of such termination.
- e. Termination Based on Your Default. You will be in material default of this Agreement and we may terminate this Agreement for your material default should any of the following occur:
  - i. You fail to make any payment when due under this Agreement and such failure continues for a period of thirty (30) days after written notice from us.
  - ii. Any of the representations set forth in this Agreement shall be or become untrue, or you fail to fulfill any of your other material obligations as expressed in this Agreement, and such failure continues for more than thirty (30) days after written notice to you of such failure.
  - iii. If you cease to be a Utility customer for electric service at the Utility Service Location and your new service location is not eligible to participate in Program in our Facility, as stated in Section 8(a)(iii), hereof.
  - iv. You fail to pay your Utility bills on a timely basis, your Utility account is closed without providing us notice as set forth in this Agreement, or you assign or transfer this Agreement without our prior written consent.
  - v. You become insolvent, file for bankruptcy, or make an assignment for the benefit of your creditors, or an involuntary bankruptcy petition is filed against you.
- f. Termination Prior to Operation. Prior to the Commercial Operations Date, either Party may terminate this Agreement without penalty by providing written notice if we have not achieved the Commercial Operations Date for the Facility or the Facility fails to qualify as a Community Solar Facility in accordance with the Tariff within thirty-six (36) months after the Effective Date; provided that such thirty-six month period shall be extended on a day-to-day basis for any Force Majeure or action or inaction on the part of the Customer or Utility.
- g. Force Majeure. "**Force Majeure**" means any event or circumstance not within the reasonable control of a Party which precludes such party (the "**Affected Party**") from carrying out, in whole or in part, its obligations under this Agreement, except the obligation to make payments when due. If a Force Majeure event occurs, the Affected Party shall not be deemed to be in default during the Force Majeure event, provided that: (i) the Affected Party gives the non-affected party written notice within thirty (30) days describing the occurrence and the anticipated period of delay; (ii) no obligations of the Affected Party which were to be performed prior to the Force Majeure shall be excused; and (iii) the Affected Party shall use commercially reasonable efforts to remedy the Force Majeure. If any Force Majeure lasts longer than ninety (90) days, and the Company determines in good faith that such Force Majeure substantially prevents, hinders or delays the Company's performance of any of its obligations, then either Party may upon written notice terminate the Agreement without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure.
- h. Termination for Convenience. You may terminate this Agreement at any time for any reason with one hundred eight (180) days prior written notice to us. If this Agreement is terminated pursuant to this Section, then all Bill Credits received by you prior to such termination shall be retained by you and you agree to pay us the Bill Credit Payment with respect to any Bill Credits that have or may continue to be allocated to you by the Utility after termination until we find a replacement customer and the Utility Allocation Form can be updated by us.
- i. Effect of Termination.

- i. General. Upon termination of this Agreement for any reason, (i) we shall remove you from the Utility's Bill Credit Allocation Form upon the next update to the Utility, which may take up to six (6) months, (ii) we shall have no further obligation to deliver, and you shall have no further obligation to subscribe to, any Bill Credits from us, provided, however, (a) that you shall pay us the Bill Credit Payments with respect to any Bill Credits that have or may continue to be allocated to you by the Utility until the Bill Credit Allocation Form is updated and (b) with respect to Production Months with Consolidated Billing, you shall repay to us the net amount of Bill Credits you receive on your Utility account until you are removed from the Utility Bill Credit Allocation Form. In connection with the foregoing sentence, both Parties agree to execute any documents as may be reasonably required by the Utility.
- ii. Remedy for Termination of Customer for Default. In the event this Agreement is terminated due to your default, (i) you shall be responsible to pay Company the Bill Credit Payment with respect to Bill Credits you would have received until we can find a replacement customer, and (ii). With respect to Production Months with Consolidated Billing, you shall repay to us the net amount of Bill Credits you receive on your Utility account until you are removed from the Utility Bill Credit Allocation Form and we find a replacement customer.
- iii. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

## **11. Dispute Resolution**

- a. Complaints. For any concerns or complaints regarding this Agreement, please contact us at 888-734-3033, x702. We shall acknowledge such complaint within two (2) days of our receipt and respond within fourteen (14) days thereof whether in writing or by phone call. We shall keep a record of all customer concerns or complaints. You may also contact the Maryland Public Service Commission at 410-767-8000 regarding any complaints or get additional information at their website at <https://www.psc.state.md.us/>.
- b. Dispute Resolution. Each Party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement ("**Dispute**") will be resolved according to the following procedures: (1) unless otherwise agreed in writing, the Parties agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute, then (2) each Party agrees to first try to informally resolve any Dispute. Accordingly, neither Party will start a formal proceeding for at least forty-five (45) days after notifying the other in writing of the Dispute. Each Party agrees to send notice to the address for notices set forth in Section 12, then (3) if, after the informal dispute resolution process set forth in Subsection (2) above does not result in a resolution of the dispute, the Parties shall be free to seek any available relief.
- c. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of law.
- d. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

## **12. Notices**

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier, sent electronically to the address of the addressee as specified below. Except as otherwise provided, all such notices or

other communications will be deemed to have been duly given and received upon receipt.

To Us: SunCentral LLC  
1601 Wewatta St., Suite 700  
Denver, CO 80202  
Attention: Legal  
Email: customerservice@suncentral.net

To You: As set forth in Appendix A

We may, at our option, engage a third-party service provider to manage our obligations and communications pursuant to this Agreement. Any notice, consent or other communication from such third-party provider shall be as effective as if provided directly by us.

### **13. Company's General Obligations.**

- a. Outages. If the Facility is out of service for more than three (3) consecutive business days (an "**Outage**"), We will inform you of such Outage either via email, or another reasonably accessible communications method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to the Outage. Under no circumstances will any Outage affect the electricity service to your home or business.
- b. Company's Insurance. We shall maintain or ensure the following is maintained (a) property insurance on the Facility in commercially appropriate amounts, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and (iii) workers' compensation insurance as required by law.
- c. Operations and Maintenance Services. Beginning on the Commercial Operations Date through the end of the Term, we will operate the Facility, and provide customary maintenance services designed to keep the Facility in good working condition. All maintenance on the Facility will be performed according to industry standards, including the recommendations of manufacturers of solar panels and other operational components. The Facility will enter into a long-term operations and maintenance agreement with a contractor experienced in the industry that will handle regular maintenance and unexpected problems with equipment.

### **14. Additional Agreements.**

- a. Confidentiality. You agree to keep the terms of this Agreement in strictest confidence and trust and to not disclose the terms hereof to any other entity or person or use, disseminate, or otherwise distribute any such information for your benefit or for the benefit of another, except for the limited purpose of facilitating the business relationship with us and the transactions contemplated herein or as required by law.
- b. Service Contract. Your community solar subscriber benefits under this Agreement, including the Bill Credits related to your Solar Interest, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
- c. DISCLAIMERS OF WARRANTIES: WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL CREDIT AMOUNT. DURING THE TERM, YOUR ALLOCATION OF BILL CREDITS MAY VARY DUE TO WEATHER CONDITIONS, OUTAGES AT THE FACILITY OR ON THE UTILITY GRID, OR FOR OTHER REASONS. WE DO NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO YOU UNDER THIS AGREEMENT. WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, ENVIRONMENTAL ATTRIBUTES, OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY US AND USED BY US AS WE MAY DETERMINE FROM TIME TO TIME. WE DO NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE FACILITY OR ANY PART THEREOF. WE DO NOT REPRESENT

OR WARRANT THAT THERE WILL BE NO CHANGES TO THE TARIFF OR THE PROGRAM OR THE BILL CREDIT RATE, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. WE DO NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE UTILITY TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT YOU OR WILL NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUME NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HERewith, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

- d. LIMITATION ON DAMAGES: Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under this Agreement in excess of the Bill Credits you have received under this Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

- e. Assignment. Except as otherwise provided herein in Section 8(c), you may not assign this Agreement nor assign or transfer the Bill Credits. We may assign this Agreement, or any of our rights, duties, or obligations under this Agreement, to another entity or individual, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without your prior written consent. We may in our sole discretion, from time to time, transfer you to another affiliated facility, provided that you receive similar rights and benefits as hereunder. We shall provide you with at least thirty (30) days advance written notice of such transfer and an updated Appendix A with the new Facility information and information on the assignee who shall become the new Company under this Agreement. Except for the new Facility information and Company information, the terms and conditions of this Agreement shall not otherwise change in connection with such assignment. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties.
- f. Survival. In the event of expiration or early termination of this Agreement, the following sections shall survive: Sections 4, 10, 11, 12, and 14.
- g. Entire Agreement. This Agreement, together with its appendices and exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- h. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the Parties as the original terms and the remainder of the Agreement will remain in full force and effect.
- i. No Partnership. Nothing contained in this Agreement will constitute either Party to this Agreement as a joint venturer, employee, or partner of the other, or render either Party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to the Utility for electric service.

- j. Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successors in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver.
- k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
- l. Further Assurances. From time to time each Party shall execute, acknowledge, and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section.

**15. Right to Cancel.**

You, the buyer (that is, the Customer), may cancel this transaction at any time prior to **midnight of the third business day** after the Effective Date. See the attached notice of cancellation form (attached hereto as Appendix C) for an explanation of this right.

[Signatures on Following Page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

**SunCentral LLC**

**By:**

**Name:**

Authorized Representative

**City of Frostburg**

**By:**

**Name: Patrick O'Brien**

City Administrator

List of Appendices to Agreement

- Appendix A: Customer and Facility Information
- Appendix B: Right to Cancel
- Appendix C: Estimated Facility Production
- Appendix D: Maryland Community Solar Contract Summary
- Appendix E: Consent to Disclose Utility Customer Data
- Appendix F: Utility Account List

## Appendix A

### Customer and Facility Information

(This Appendix will be completed by us and an updated copy of this Appendix will be provided upon the later of (i) the Commercial Operations Date and (ii) thirty (30) days after the Effective Date of this Agreement.)

<b>Customer:</b>	City of Frostburg 37 S. Broadway St (PO Box 440) Frostburg MD, 21532
<b>Contact:</b>	Patrick O'Brien City Administrator pobrien@frostburgcity.org 301-697-6149
<b>Utility:</b>	Potomac Edison Power Company
<b>Utility Accounts:</b>	As set forth in Appendix F, Utility Account List
<b>Customer Capacity:</b>	92 kW-DC (69 kW-AC)
<b>Facility:</b>	Chaberton Solar Blossom Hill LLC 2850 Fingerboard Rd Oakland MD 21550
<b>Facility Company:</b>	Pivot Energy
<b>Facility Capacity:</b>	2,860 kW-DC (2,000 kW-AC)
<b>Commercial Operations Date:</b>	March 2027 (projected)

## Appendix B

### Cancellation Right

Right to Cancel. As set forth in Section 15 of the Community Solar Subscription Agreement (the “Agreement”), you may cancel the Agreement, without penalty or obligation, by sending us a written cancellation notice within three (3) business days of the date you signed the Agreement. To cancel the Agreement, deliver a signed and dated copy of the below Notice of Cancellation (or any other written cancellation notice identifying you and the Agreement) to us at: SunCentral 1601 Wewatta St., Suite 700, Denver, CO 80202 postmarked no later than midnight of the date that is three business days from the date you signed the Agreement. If you do not provide us a written cancellation notice within that three-day period, you will no longer have a right to cancel the Agreement and you will remain liable for performance of all your obligations under the Agreement.

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***Note: The following form on the succeeding pages is made available for the purpose of cancelling the Agreement pursuant to Section 15 of the Agreement within the three-day cancellation period described above. If you are not choosing to cancel the Agreement within the three-day period described above, you should not sign this form.***

***Two copies of this form are included so that if you do choose to cancel the Agreement by delivering this form to us within that time, you will still have a copy of this form.***

---

NOTICE OF CANCELLATION

(Customer's Copy)

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within THREE 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 (i.e. Company) 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 (i.e. Company) 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 (Company) regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller (i.e. Company) 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 cancellation notice to the Company:

SunCentral LLC  
1601 Wewatta St., Suite 700  
Denver, Colorado 80202

NOT LATER THAN MIDNIGHT OF SUBSCRIBER ACCEPTANCE DATE PLUS THREE BUSINESS DAYS.

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer's signature)

\_\_\_\_\_  
(Customer's name)

Retain this copy for your records

NOTICE OF CANCELLATION

(To be sent to Company)

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within THREE 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 (i.e. Company) 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 (i.e. Company) 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 (Company) regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller (i.e. Company) 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 cancellation notice to the Company:

SunCentral LLC  
1601 Wewatta St., Suite 700  
Denver, Colorado 80202

NOT LATER THAN MIDNIGHT OF SUBSCRIBER ACCEPTANCE DATE PLUS THREE BUSINESS DAYS.

I HEREBY CANCEL THIS TRANSACTION

---

(Date)

---

(Company's signature)

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(Customer's name)

**Appendix C**  
**Estimated Facility Production**

**Estimated Facility Production**

Year 1	4,138,420
Year 2	4,136,351
Year 3	4,134,283
Year 4	4,132,215
Year 5	4,130,149
Year 6	4,128,084
Year 7	4,126,020
Year 8	4,123,957
Year 9	4,121,895
Year 10	4,119,834
Year 11	4,117,774
Year 12	4,115,716
Year 13	4,113,658
Year 14	4,111,601
Year 15	4,109,545
Year 16	4,107,490
Year 17	4,105,437
Year 18	4,103,384
Year 19	4,101,332
Year 20	4,099,281
Year 21	4,097,232
Year 22	4,095,183
Year 23	4,093,136
Year 24	4,091,089
Year 25	4,089,043

You acknowledge that the above schedule sets forth an estimate of the Facility Output. You acknowledge that this schedule is our non-binding estimate of the Facility's annual production, and that we do not represent or guarantee that any particular level of production, savings, or Bill Credits will be achieved in connection with this Agreement. The estimated production is based upon computer modeling that takes into account the AC nameplate capacity of the Facility, weather, soiling and degradation of the solar panels.

**Appendix D**

**Maryland Community Solar Contract Summary**

<b>Maryland Community Solar Contract Summary</b>		
<b>Company</b>	SunCentral LLC	Reference Page or Section
<b>Subscriber Organization</b>	Chaberton Solar Blossom Hill LLC (#23A305667000517)	
<b>Customer Name</b>	City of Frostburg	
<b>Utility Service Territory</b>	Potomac Edison Power Company	
<b>Effective Date of Agreement</b>	This Agreement is effective once signed by both parties	Page 1
<b>Term</b>	Initial Term: shall commence on the Effective Date and continue for Ten (10) years.  Renewal Term: This Agreement will automatically renew for successive terms of five (5) years. This Agreement shall terminate after twenty-five years from the Facility's Commercial Operations Date unless earlier terminated in accordance with this Agreement.	Section 3 (page 3)
<b>Estimated date CSEGS will begin producing credits</b>	COD: March 2027 (Projected)	Appendix A (page 13)
<b>Subscription Type</b>	Fixed percentage of subscriber usage – 100% of historical annual baseline usage	Section 5 (page 3)
<b>Subscription Price and Escalator, if applicable</b>	Subscription Price: the Bill Credit Payment for each month is (i) ninety percent (90%) of the Bill Credits attributable to the Customer's Solar Output for the prior Production Month plus (ii) ninety percent (90%) of the Excess Bill Credits received by you.  Escalator: n/a	Section 6 (page 4)
<b>Annual or Monthly Fees</b>	No recurring annual or monthly fees are associated with this Agreement.	n/a
<b>Early Termination or Cancellation Fees and Terms</b>	Early Termination: notifying the other Party in writing at least one hundred eighty (180) days before the completion of the Initial Term or Renewal Term. There are no fees for early termination.	Section 3 (page 3); Section 10 (page 6)
<b>Other Fees</b>	Credit Card Fee: Customers may be subject to a processing fee of 2.9% if they choose to pay via credit card. This fee is non-refundable.  Late fees: If your payment is late in accordance with this Agreement, you shall owe the lesser of (i) 1.5% per month on the portion of your balance that is more than thirty (30) days past due or (ii) the maximum amount as allowed by applicable law. These fees are non-refundable.	Section 6 (page 4)
<b>Other Important Terms</b>	n/a	n/a

## Appendix E

### Consent to Disclose Utility Customer Data

Utility: Potomac Edison Power Company

Please provide the following information. All requested information must be provided for the consent to be valid.

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**Authorized Recipient of Data:** SunCentral

Physical Address: 1601 Wewatta St., Suite 700, Denver, CO 80202

Phone: 888-734-3033 Email: customerservice@suncentral.net

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**Data to be Released:**

Utility, denoted above, will provide to SunCentral and/or its affiliates, via an (electronic) data exchange processes or otherwise, initial and ongoing account information. This information exchange will include, but is not limited to: account number, address, contact information, kWh consumption history, revenue billing period, present meter reading, present meter reading date, account status (active / inactive), disconnect date of account, total monthly electric bill amounts, total monthly bill credits, billing rate code and other information as necessary ("Customer Data").

As a customer of SunCentral and subscriber in the Community Distributed Generation program, I further understand that the data furnished will only be used by SunCentral or its affiliates to adequately manage your Solar Subscription, perform SunCentral's obligations under any Customer Agreement and maintain compliance with the Program.

SunCentral and its affiliates may not use any of my identified information for any other purpose and will keep my information confidential in accordance with the terms of the Customer Agreement.

Disclosure dates: Up to one month prior to the date this document was executed, as evidenced below, and the continual release and export of Customer Data until such consent is terminated as provided herein.

---

**To be Completed by Utility Customer:**

I agree that I am the Utility customer of record for my utility account. I understand that Utility has a policy regarding disclosure of my Customer Data and I accept that policy. Furthermore, I understand that disclosure of my Customer Data by Utility may also be required by law or if I authorize its disclosure.

I agree to allow Utility to release to SunCentral and its affiliate, Customer Data described above for the purposes described above. I understand and agree that such data may reveal information about the way I use energy at my premises.

I understand that once my Customer Data has been provided to SunCentral, the Utility will have no control over and no responsibility for SunCentral's use of the data.

This consent shall terminate upon termination of the customer agreement between SunCentral and you.

By my signature, I affirm that I am customer of record and that everything in this document is true and correct. The undersigned and SunCentral agree that SunCentral may make agreements with me by electronic means. I agree that this consent, whether in paper or electronic form, has the same legal effect and is authentic and valid. Furthermore, I agree to receiving information and other communications relating to my consent in electronic form. By applying a

signature below, I agree to the above terms and conditions governing my consent.

**Electronic Signature of Utility Customer of Record:**

By way of electronic signature below, I am agreeing to all terms of this request. I have read, understand, accept and agree to the terms herein above associated with this Consent to Disclose Utility Customer Data.

**Utility Account Numbers**

As Set Forth in Appendix F, Utility Account List

***Signature of Utility Customer:***

***Date:***

## Appendix F

### Utility Account List

<i>Account Entity</i>	<i>Acct#</i>	<i>Potomac Service Number</i>	<i>Meter #</i>	<i>Service Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Annual kWh</i>	<i>kW-DC</i>	<i>Rate Class</i>
City of Frostburg	110085203088	5000550239	S54428365	Chestnut St/light cabinet	Frostburg	MD	21532	11,104	7.88	PE-GSG1D
City of Frostburg	110085307921	5000750233	S52291832	Broadway St	Frostburg	MD	21532	9,995	7.09	PE-GSG1D
City of Frostburg	110089023722	5000594470	S44986421	S Water St swimming pool	Frostburg	MD	21532	67,435	47.86	PE-GSG2D
City of Frostburg	110085304373	5000900634	S78936878	Main St	Frostburg	MD	21532	14,690	10.43	PE-GSG1D
City of Frostburg	110083719556	5000595173	S346210267	Depot St Lts	Frostburg	MD	21532	25,977	18.44	PE-GSG1D