

## New Jersey Community Solar Disclosure Form

**Document Overview:** This document is designed to help you understand the terms and cost of your community solar contract. This document is not your contract. Read this document and your contract carefully so that you fully understand your community solar contract. Please consult an attorney if you have any questions. Complaints should be addressed first to your community solar provider and, if the issue remains unresolved, to the Board of Public Utilities.

CUSTOMER INFORMATION	COMMUNITY SOLAR PROVIDER INFORMATION
Customer Name:	Company Name: Altus Power, LLC
Address:	Address: c/o Neighborhood Sun 8455 Colesville Rd., Suite 1025
City, State, Zip:	City, State, Zip: Silver Spring, MD, 20910
Phone:	Phone: (888) 606-0054
Email:	Email and copy: <a href="mailto:hello@neighborhoodsun.solar">hello@neighborhoodsun.solar</a> ; cc: <a href="mailto:Hello@altuspower.com">Hello@altuspower.com</a>
EDC electric service territory: Orange & Rockland	Website: <a href="http://altuspower.com/communitysolar/onboarding">altuspower.com/communitysolar/onboarding</a>
EDC account number:	

SUBSCRIPTION INFORMATION	Reference Page or Section
Subscription Size	This subscription represents approximately 90% of your expected annual electricity consumption.
Subscription Model	Your subscription cost is a monthly payment of 80% of the dollar value of the Solar Credits applied to your electric bill.
Prices and Fees	<p>You will not pay a fee for enrollment into the program or any other upfront fees. The subscription price is directly tied to the Solar Credits applied to your electric bill. Our price will always be 20% below the value of the Solar Credits.</p> <p>For example: the Year1 estimated value of Solar Credits is \$0.18/kWh, so your Year1 estimated subscription price is \$0.144/kWh. The price is calculated by multiplying the value of Solar Credits by 80%. The value of your Solar Credits is determined by your EDC's retail rates and is subject to change. As the value of your Solar Credits changes, we will apply the 20% discount to their current value.</p> <p>Customers will be responsible for any applicable sales or use tax, and credit or debit card fees. Your discount only applies to Solar Credits allocated to your EDC account, not to your entire electric bill.</p>

Payment Details	You will receive monthly bills from Altus Power reflecting the total value of Solar Credits applied to your monthly EDC bill at the discounted price. You will continue to receive monthly bills from your Utility and must pay both bills, unless notified in writing by us. You will receive an electronic invoice each month (sent to your email address above). You will be billed via automatic payment (ACH or Credit Card) and should expect to see the charges to your bank account 5DAYS from the date of each bill.	
Penalties	Customers may be responsible for paying fees for bounced checks or rejected credit or debit card payments of up to \$25 per transaction.	
Benefits	Your benefits are a 20% discount. Please see the example below: Estimated annual kWh received: 8,900 kWh Estimated Year1 Solar Credit value: \$ 0.18/kWh Estimated Year1 Solar Credit Price: \$0.144/kWh Estimated Year1 savings: \$320.40 Estimated savings over the life of the contract (assuming that EDC rates increase 1% per year over a 20 year period): \$7,054.89 EDC rates and projected savings are subject to change. The New Jersey Board of Public Utilities does not regulate the price of community solar subscriptions, nor does it guarantee any savings.	
Guarantees or Fixed Savings	This contract guarantees a 20% discount on the value of the Solar Credits. This contract does not guarantee savings on your electric bill as a whole.	
Contract Term	This contract is effective upon execution by both parties. Unless cancelled earlier, the Term will continue for up to twenty (20) twenty after the Commercial Operation Date or until the System is decommissioned.	
Contract Renewal	This contract does not have an option for renewal.	
Early Termination or Cancellation	You can cancel this contract at any time and for any reason by emailing Hello@altuspower.com. Cancellations will become effective immediately. Promptly upon receiving your communication, we will instruct your Utility to cease applying Solar Credits to your electric bill.  We will not charge any fees for early termination or cancellation, however, you will remain responsible for any outstanding balances for any services not paid prior to cancellation as well as any Solar Credits applied to your electric bill by the Utility at any time. Customer acknowledges that it may take up to 90 days for the Utility to cease applying Solar Credits to your electric bill.	
Right to Cancel Without Penalty	In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty <b>within seven calendar days</b> of signing the contract, by contacting your community solar provider: Phone: (888) 606-0054 Email and copy: hello@neighborhoodsun.solar cc:Hello@altuspower.com	
Data Sharing and Privacy Policy	Please review our privacy policy, found here: <a href="https://www.altuspower.com/privacy-policy">https://www.altuspower.com/privacy-policy</a>	
Other Important Terms	While we will strive to assign you to the Solar System identified in this Disclosure Form, you agree that we may assign you to any Solar System identified in Annex A, subject to your eligibility, the available capacity and Commercial Operation Date of the Solar System, and the needs of other subscribers. OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL YOU OR WE BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT. BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.	Pages 1; 2, Sections: 1, 11

<b>SYSTEM INFORMATION</b>		
Community Solar Project Name: Altus Power may assign you to any of the Solar Projects noted in Annex A of this agreement.		
Project Location		
Commercial Operation Date	Estimated: November 1, 2023	
<b>Complaints and Grievances</b>		
If you have any questions or concerns, you should contact your community solar provider. If the issue remains unresolved, please contact the Board of Public Utilities by calling 1-800-624-0241 or submitting a customer complaint form at: <a href="https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form">https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form</a> .		

I, \_\_\_\_\_, hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the full subscription contract, as it may contain provisions not included in this Disclosure Form.

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

I, \_\_\_\_\_, hereby certify that the above information is accurate. I will within two (2) days after signing, provide a copy of the signed contract and this disclosure statement to the customer.

\_\_\_\_\_

Signature from Provider Official or Representative

\_\_\_\_\_

Date

## Community Solar Subscription Agreement

This Community Solar Subscription Agreement (the “Agreement”) sets out the terms and conditions of an agreement between you, the Customer identified in the preceding New Jersey Community Solar Disclosure Form (the “Disclosure Form”, and such person identified therein, the “Customer” or “you”), and us, the Community Solar Provider identified in the Disclosure Form (the “Provider” or “we” or “us”). The Customer and the Provider are each referred to herein as a “party” and collectively the “parties”.

By signing this Agreement, you agree to these terms and conditions herein. Under this Agreement, you will subscribe to Solar Credits, as defined below, produced by the solar array associated with the Community Solar Project identified in the Disclosure Form or any Community Solar Project identified in Annex A to this Agreement (the “Solar System”).

All Solar Systems referenced herein are part of the New Jersey Community Solar Energy Pilot Program (the “Community Solar Program”) and your subscription price will reflect the Guaranteed Discount identified in the Disclosure Form, regardless of the Solar System to which you are assigned.

Your subscription under this Agreement will be managed by Neighborhood Sun Benefit Corp. (the “Servicing Organization” or “our Agent”). The Provider will retain full ownership and rights to all other solar incentives and environmental attributes associated with the Solar System’s renewable energy generation.

### 1. Introduction

The Solar System is a large installation of solar panels on property located within your county or an adjoining county in New Jersey. The electricity generated by the Solar System will be delivered to the electric grid (the “System Output”) maintained by the EDC that you have identified in the Disclosure Form (the “Utility”). You agree that we or our Agent may assign you to either (i) the Solar System identified in the Disclosure Form, or (ii) any Solar System identified in Annex A, subject to your eligibility, the available capacity and Commercial Operation Date of the Solar System, and the needs of other subscribers (as further described in Section 11 of this Agreement). We or our Agent will instruct the Utility to allocate a portion System Output (the “Allocation”) to the EDC account indicated in the Disclosure Form. Your Utility will apply the value of your Allocation (the “Solar Credits”) to your electric bill, reducing the amount due to your Utility. After you receive your bill reduction you will pay us for such Solar Credits at the Guaranteed Discount identified in the Disclosure Form.

### 2. Servicing Organization

We have appointed Neighborhood Sun Benefit Corp., an entity duly registered with the New Jersey Board of Public Utilities, as our Agent, authorized to perform certain subscription acquisition and subscription management services under this Agreement

on our behalf. We may, in our sole discretion, change the Servicing Organization during the Term of this Agreement. We will notify you of any change to your Servicing Organization within 30 days of such change. For information about the management of your subscription under this Agreement, to address complaints, or to cancel your subscription, please contact Neighborhood Sun Benefit Corp., using the following contact information:

Email and  
copy:hello@neighborhoodsun.solar; cc:  
Hello@altuspower.com  
Toll-free phone: (888) 606-0054

### 3. Start Date; Annualized Period

The Solar System is expected to begin to generate a System Output on the Commercial Operation Date indicated in the Disclosure Form or Annex A. If the Solar System is not yet operational, the Commercial Operation Date will be indicated as “Expected”, which is an estimate based on construction schedules and is subject to change without notice. No Solar Credits can be applied to your electric bill prior to the actual Commercial Operation Date of the Solar System. You will not be charged under this Agreement until Solar Credits are applied to your electric bill. Upon the first billing period when your electric bill reflects applied Solar Credits, your Utility will set an annualized period of 12 consecutive monthly billing periods associated with your subscription (the “Annualized Period”).

### 4. Term

The term of this Agreement (the “Term”) shall begin on the date when Agreement and the Disclosure Form are signed by both parties and shall continue while the Solar System remains operational and active per the rules of the Community Solar Program, which may be up to twenty (20) years after the Commercial Operation Date or until the Solar System is decommissioned. However, you can cancel your subscription and terminate this Agreement at any time during the Term, for any reason, as further described in Section 16 of this Agreement.

### 5. Subscription Size

We or our Agent will instruct your Utility of the percentage of the System Output which will be allocated to your EDC account (your “Allocation”). Your Allocation will reflect approximately 90% of your expected annual electricity use, which we will determine based on: (i) your actual historical electricity consumption, as reflected in your Utility data, over the past twelve (12) months, or (ii) if historical use data is not available, a commercially reasonable estimate of your expected annual use based on the annual use of other subscribers in your area. Your allocation may vary depending on your participation in energy assistance or certain other benefit programs. You understand and acknowledge that your Utility may take up to ninety (90) days to process our instructions and to begin to apply Solar Credits to your electric bill. We or our Agent may, in our

discretion, adjust your Allocation from time to time (i) to comply with the rules and requirements of the Community Solar Program or the EDC tariff, or (ii) to optimize your Allocation subject to the Solar System capacity and the needs of our other subscribers.

## **6. Solar Credits**

The value of your Solar Credits is equal to the Utility's retail electricity rate applicable to your EDC account, inclusive of supply and delivery charges. Your Solar Credits will appear as a separate line on your electric bill. Solar Credits may only be applied to offset by-passable charges, such as the costs of electricity provided to you from the Utility grid. However, Solar Credits may not be applied to offset certain non-by-passable charges such as demand charges, monthly billing fees, and taxes. Because your Allocation is based on your annual use, the value of Solar Credits applied to your account may exceed the costs of electricity consumed by you in any given billing period. If this is the case, any surplus Solar Credits associated with your account will carry over to subsequent billing periods (i) until the end of the Annualized Period, (ii) until you close your EDC account or (iii) until the end of your subscription; after which your Utility will compensate you for any remaining surplus Solar Credits account via bill credit, wire transfer, or check. The value of such compensation may be less than the value of your surplus Solar Credits.

## **7. Billing**

You will continue to receive a monthly electric bill from your Utility, which will be reduced by the value of the Solar Credits applied to it. You will also receive a monthly bill from us for the discounted price of the Solar Credits applied to your electricity bill. Unless we otherwise notify you in writing, you must continue to pay both your electric bill and our bill. Failure to pay either bill may result in the termination of this Agreement and upon such termination you will remain.

## **8. Price; Guaranteed Discount**

You agree to pay us for all Solar Credits that are applied by your Utility to your electric bill. The price of each Solar Credit will be the value of the Solar Credit, as stated on your electric bill, less the Guaranteed Discount indicated on the Disclosure Form. For example, if the Disclosure Form states

that your Guaranteed Discount is 20%, you will pay us \$.80 for each \$1 of Solar Credits applied to your electric bill. Your Guaranteed Discount will not change during the Term of this Agreement. However, your actual savings may change from month to month based on your actual electricity use, the value of the Solar Credits, the System Output, your Allocation and other factors. Accordingly, we cannot warrant or guarantee that you will realize any fixed amount of savings as a result of this Agreement. In addition to paying for your Solar Credits you also agree to pay any applicable sales or use tax, credit or debit card fees, late fees, or fees for bounced checks or rejected credit or debit card payments.

## **9. Payments**

You will remit payment within ten (10) days from the date of each bill we or our Agent send you electronically. You will pay your bills via automatic debit from your checking or savings account (ACH) or credit card. In the event you elect to pay by ACH or by credit card, your payments will be debited from your bank account or credit card on or about five (5) days after we send you your monthly bill. In the event that a credit card charge is rejected for any reason or a bank debit is returned for insufficient funds, we or our Agent may assess you a \$25 fee.

## **10. If You Move**

If you move, you may transfer this Agreement to your new Utility account provided that you remain within the original EDC service territory and the same geographic limitations and you provide us or our Agent with at least 30 days written notice of your new EDC account number and new address. You acknowledge and agree that there may be a delay between the time you move and the time the Utility may begin to allocate solar electricity to your new account. If you do not provide us or our Agent with written notice of your new Utility account number your Agreement will terminate the same time you terminate your Utility account. You will continue to be responsible for all payment obligations incurred prior to such termination.

## **11. Late Fees.**

You will not be charged late fees under this Agreement, however, if you fail to make any payment when due and such failure continues for a period of ten (10) days, we or our Agent may cancel this Agreement without notice.

## **12. Waiting List; Solar System Assignment**

In the event the Solar System is fully subscribed, we or our Agent will add your name to a waiting list. To minimize wait times and maximize our subscribers' access to the meaningful benefits of solar power, we or our Agent will assign you to the earliest available Solar System identified in Annex A, subject to your eligibility, the capacity available, and the needs of other customers on the Waiting List. If capacity on the Solar System becomes available, we or our Agent will notify Customers on the waiting list if and when they may expect to receive Solar Credits.

## **13. Solar System Interruption; Changes to Solar System Assignment**

In the event the Solar System ceases to produce electricity or deliver electricity to the EDC for three (3) consecutive days or more, your receipt of Solar Credits may be interrupted. Such an interruption may come about because of a power outage; natural disaster such as a storm, flood or earthquake; explosion or fire; act of war, sabotage or vandalism, or terrorism; strike or labor dispute; or action or inaction by a governmental authority; or changes applied by us or our Agent to your Solar System assignment. We or our Agent will notify you of the estimated duration of such interruption, if possible, however, if the interruption is caused to a change to your Solar System assignment, we or our Agent will provide you notice sixty (60) days prior to the anticipated interruption. We will strive to minimize the Solar System reassignments of customers already enrolled with another Solar System,; however, we reserve the right to enact such reassignment, to minimize interruptions across all our solar systems as a whole and subject to the needs of our other customers. We will not be responsible for any lost, missed or delayed Solar Credits during such an interruption, but may, in our discretion, consider your surplus Solar Credits and provide additional temporary discounts to accommodate you for the interruption caused by the reassignment. The Utility will continue to provide electricity service to your household during any such interruption

unless the reasons for the interruption affect the Utility grid as well.

#### 14. Representations

You hereby represent and warrant to us, and acknowledge and agree that:

- You are eighteen (18) years of age or older and have the power and authority to enter into this Agreement;
- You are a customer of Utility with a valid account for a meter located within the county or an adjoining county where the Solar System is located as specified in the Disclosure Form;
- You do not have rooftop solar panels or solar panels connected to the utility meter being enrolled in the community solar program;
- You have read and you understand the terms of this Agreement and have had the opportunity to ask us questions and to seek advice of an attorney if so desired;
- The information you provided to us on the Disclosure Form and in the enrollment process is accurate and complete;
- The electric meter identified in this Agreement is not already subscribed to another community solar project and you will not use the electric meter associated with this Agreement to subscribe to another community solar project as long as this Agreement is in effect;
- We cannot predict future electricity costs or prices charged by your Utility and that your Solar Credits may change monthly and are subject to changes in weather and your electricity usage such that we cannot guarantee any specific amount of savings each month;
- This Agreement is your valid obligation and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally);
- This Agreement may be amended from time to time and such amendments shall become effective and binding immediately upon notice to you unless you choose to cancel and terminate this Agreement;
- We may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall you hold such financing partner liable for any act or omission by us or for any breach of any

representation, warranty or covenant made by us to you;

- You have no right, for reasons of safety, to walk on the site of the Solar System;
- We may from time to time offer you, either directly or through authorized agents, home improvement or energy efficiency products and services;
- We or our Agent may use your personal information to access information from the Utility and credit reporting agencies including usage, payment and credit history, a copy of your Utility bill, and Telecommunications, Energy and Cable Score, and to share such information with our current and potential financing partners, pursuant to the directive of a legal authority, or in connection with an assignment of this Agreement to a third party.

#### 15. Your Obligations to Us

**You agree to:**

- Provide to us or our Agent with all information necessary to allocate electricity from the Solar System to you and contact you including your service and billing addresses, phone number, email address, and EDC account number;
  - Authorize us or our Agent to contact the Utility and access your Utility account, your historic electricity usage, and a copy of your bill;
  - Promptly pay the bills that we or our Agent sends you for Solar Credits in no event later than thirty (30) days after the bill date; and
  - Authorize us or our Agent to disclose information we or our Agent receives from the Utility to our affiliates, vendors, contractors, subcontractors, financing parties, accountants and others, provided that any access to such information shall be limited to instances that are necessary to maintain our services to you under this Agreement or as required by law.
- Ownership of the Project and Environmental Attributes
- You understand and agree that this Agreement does not entitle to receive electricity generated by the Solar System or of any solar incentives or environmental attributes including tax credits, state incentives, renewable energy credits, certificates, emission reduction credits, emissions allowances, green tags, carbon offset credits, utility rebates or any other environmental attributes of the Solar System (other than the Solar Credits sold to you under this Agreement), all of which are our property and usable at our sole discretion. You acknowledge and agree that the Solar

System is our personal property and that we own the Solar System for all purposes.

#### 16. Termination; No Penalty for Cancellation; Outstanding Balances

Either party may cancel this Agreement at any time without penalty by providing written notice via electronic mail to the other Party. Cancellations by the customer will be effective immediately upon notice to us. Cancellation by us or our Agent will be effective no sooner than ten (10) days after we give notice to you. Notwithstanding the termination or cancellation of this Agreement, you will remain responsible for paying any outstanding balances at the time of cancellation and any bills for Solar Credits that you receive from the Utility for up to ninety (90) days following such termination or cancellation. You agree that either we, our Agent, or our affiliates or subcontractors are entitled to collect outstanding balances due to us. Following any such termination, we will have no further obligations or liabilities to you.

#### 17. Limitations of Liability

OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL YOU OR WE BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

#### 18. Remedies in Case of Your Failure to Make Payments

If you fail to make payments owing under this Agreement, we or our Agent may take any one or more of the following actions:

- terminate this Agreement; take any reasonable action to collect your payment obligations to us including all amounts then accrued or due and all applicable taxes, late fees, penalties, and/or interest;
- proceed, pursuant to the dispute resolution provisions below to enforce performance of this Agreement and to recover damages for your failure to pay us;
- inform your Utility that you are no longer eligible to receive Solar Credits associated with the Solar System on your electric bill;
- use any other remedy available to us in this Agreement or by law; and
- submit to credit reporting agencies or credit bureaus information about your payment history with us that would be reflected on

your credit record.

### **19. Governing Law; Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflicts of law principles. In the event of any matter involving a complaint, disagreement, or dispute, we will notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. If you send us such a notice we will acknowledge receipt within two (2) business days and respond to or resolve the substance of the notice within fourteen (14) business days. If you are dissatisfied with our response, you may request a review of the outcome by calling us or sending us physical or electronic mail within fourteen (14) days from the date of our response.

In the event we cannot resolve the matter within sixty (60) days, we agree that the matter shall be submitted to binding arbitration in Monmouth County, New Jersey or any other mutually agreeable location, subject to the limitation on liability section of this Agreement. Any arbitration between us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both of us agree, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

Notwithstanding the foregoing, either of us may bring an action in Small Claims Court, pursue enforcement actions before federal

or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

### **20. Notices**

Unless otherwise specified elsewhere in this Agreement, you may send notices to our Agent under this Agreement by phone by calling the number indicated on the Disclosure Form; via electronic mail by contacting [hello@neighborhoodsun.solar](mailto:hello@neighborhoodsun.solar) with copy to [Hello@altuspowercm](mailto:Hello@altuspowercm) or by US Mail addressed to Altus Power Community Solar c/o Neighborhood Sun Benefit Corp. at the address indicated on the Disclosure Form. We or our Agent may send notices to you by mail to your address as indicated in the Disclosure Form or as you have subsequently notified us in writing or by electronic mail to the email address indicated in the Disclosure Form. You consent to receiving monthly bills electronically to such email address indicated in the Disclosure Form.

### **21. Further Requirements of New Jersey’s Community Solar Law.**

The law implementing New Jersey’s Community Solar Energy Pilot Program requires the following disclosures and agreements:

- Utility rates and projected savings are subject to change.
- The New Jersey Board of Public Utilities (“BPU”) does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.
- You, the Customer, agree that if Utility so requests, you will allow Utility to install a remote read smart meter purchased and installed at the Utility’s cost.
- You, the Customer, may not enroll the same electric meter in more than one community solar project at a time.

### **22. No Waiver**

Any delay or failure of you or us or our Agent to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or our

respective rights to enforce that provision or to uphold the validity of this Agreement later.

### **23. Amendments**

From time to time we may make amendments or corrections to this Agreement to conform to provisions of the Community Solar Program provided that no such changes shall be effective unless we or our Agent gives you written notice in advance and, if required, receive your affirmative consent.

### **24. Assignment**

We may assign, sell or transfer to any third party any of our rights, or obligations interests in or to the Solar System or this Agreement without your consent, provided that no such assignment, sale or transfer shall affect any material terms of this Agreement. You will be notified in writing within 30 days of such assignment or change to the Provider or servicing organization managing your subscription. You may not assign, sell or transfer to a third party your subscription, entitlement to an allocation of solar electricity from a Solar System, or Solar Credits.

### **25. Entire Agreement**

This Agreement contains our entire agreement regarding your purchase of Solar Credits generated by the Solar System and supersedes any prior agreements between us, written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or construed so as to make them enforceable.

### **26. NOTICE OF RIGHT TO CANCEL**

In addition to your right to cancel or terminate this Agreement during its Term without penalty at any time, you may cancel this Agreement without any penalty within seven (7) calendar days of signing this Agreement by contacting us via phone by calling the number indicated in the Disclosure Form or via electronic mail by contacting [hello@neighborhoodsun.solar](mailto:hello@neighborhoodsun.solar) with a copy to [Hello@altuspowercm](mailto:Hello@altuspowercm).

**In signing the Disclosure Form you represent that you have read the Disclosure Form and this Agreement, including the Notice of Right to Cancel, in their entirety and you acknowledge that you have received a complete copy of this Community Solar Contract. You**

**acknowledge and agree that the Agreement includes an Arbitration Clause which provides a manner for resolving disputes but does not permit a jury trial and does not permit us to sue you, or you to sue us, in court.**





Annex A

<b>Project Name</b>	<b>Address</b>	<b>Utility</b>	<b>Discount Offered</b>	<b>Estimated Commercial Operation Date</b>
100 Performance	100 Performance Dr Mahwah, NJ	Orange & Rockland	20%	November 1, 2023
320 Route 17S	320 Route 17 Mahwah, NJ	Orange & Rockland	20%	November 1, 2023
301 Island	301 Island Mahwah, NJ	Orange & Rockland	20%	November 1, 2023