



Community Solar Subscription Agreement
Reduce Your Eversource Bill

Agreement Effective Date: _____

Parties to the Agreement

Our Valued Customer ("You or Your")

Name:

Address:

Email:

Phone:

Utility Account Number:

Project Owner ("Sunwealth"): Sunwealth Power, Inc.

Contact: Charley Gould

Address: 2067 Massachusetts Ave, Suite 540
Cambridge, MA 02140

Email: charley@sunwealth.com and
assetmanagement@sunwealth.com

Phone: (617) 752-7322

Website: Sunwealth.com

Community Solar Allocation Details

Customer Allocation: ____ kW

Your Discount: 25%

Term: One (1) year with autorenewal, up to a
maximum of 20 years

Name of Community Solar Project : Congregation Beth
Elohim

Utility: Eversource

Load Zone: NEMA

Anticipated Start Date: September 2020



The solar project at Congregation Beth Elohim, Acton, MA that will be providing your renewable energy Credits!

Summary Terms

Overview	This is an agreement to subscribe to a portion of the Market Net Metering Credits (“Credits”) generated by the Sunwealth community solar project listed above. You will receive Credits generated from the project also known as a Net Metering Facility, as defined under 225 CMR 20.00, and these Credits will be allocated to, and reduce, your Eversource Bill.
Term	The term of this Agreement is for one (1) year from the Solar Project Start Date and will automatically renew for consecutive one-year terms, up to a maximum of 20 years unless canceled, as described below. You will typically start receiving Credits on Your Eversource Bill within 2 months of the Start Date.
Price and Payment	For each monthly Eversource Bill that is allocated Credits, You will automatically pay Sunwealth an amount equal to the Credits received, minus Your discount of 25%. For example, if You receive Credits that reduce Your bill by \$10, You will be invoiced for, and pay Sunwealth, \$7.50 by automatic withdrawal.
Cancellation Policy	You can cancel this Agreement at no charge, by giving Sunwealth sixty (60) days’ prior written notice, as described in Section 3 below.

The remainder of this Agreement and Exhibits explains Your additional rights and responsibilities.

Terms of Service

- 1) **Parties:** The parties (each a “Party” and collectively the “Parties”) to this Community Solar Subscription agreement (the “Agreement”) are You and Sunwealth, together with its successors and assigns.
- 2) **Sale and Purchase; Payment; Delivery:**
 - a) Sunwealth will notify You of the actual Start Date once Eversource gives the community solar project permission to operate.
 - b) Sunwealth will sell to You, and You will receive from Sunwealth, Credits that reduce Your Eversource Bill during the Term.
 - c) To deliver the Credits to You, Sunwealth will deliver the solar project’s electricity to Eversource from the Start Date through the Term. Eversource will then allocate the Credits to Your Eversource Bill.
 - d) The Credits delivered to You each month will be reflected on Your Eversource Bill.
 - e) Sunwealth will automatically withdraw Payment, via ACH, from Your bank account within 10 days of the Credits appearing on Your Eversource Bill. For invoicing Payment, You agree to give Sunwealth permission to directly access Your Eversource Bill online for the sole purpose of calculating the Payment You owe to Sunwealth. For each of Your Eversource Bills that are allocated Credits, You will pay Sunwealth an amount equal to the Credits on Your Bill, minus Your discount of 25%. For example, if You receive Credits that reduce Your bill by \$10, You will be invoiced for, and pay Sunwealth, \$7.50 by automatic withdrawal.
 - f) Sunwealth will never invoice or withdraw Payment unless Credits have been allocated to Your Eversource Bill.
- 3) **Early Cancellation:**
 - a) You may cancel this Agreement (i) according to the cancellation notice attached as Exhibit 1 within three business days of signing this Agreement, or (ii) anytime after the Start Date, if You give Sunwealth at least sixty (60) days’ prior written notice per Section 7. Your cancellation will take effect after the sixty (60) days’ notice to Sunwealth. If You terminate this Agreement after the Start Date, Your Payment due to Sunwealth will not be more than the amount of unpaid Payment(s) owed by You through the end of the next date upon which the Credit Allocation may be changed with Eversource. Sunwealth will attempt to change the Credit Allocation as soon as commercially reasonable and in no event will You be liable to Sunwealth for more than three (3) months of Credit Allocations after a cancellation.
 - b) Sunwealth can cancel this Agreement upon any change of market condition, the condition of the community solar project, or rule or regulation that materially restricts Sunwealth’s ability to deliver Credits to You consistent with this Agreement and with written notice per Section 7.
 - c) There will be no cancellation fee or penalty in connection with an early cancellation.
- 4) **Default:**
 - a) You will be in default if Sunwealth is unable to process the monthly Payment. In such case, Sunwealth may terminate this Agreement immediately without Your consent. If Sunwealth terminates this Agreement because of Your non-Payment, Your liability to Sunwealth will not be more than the amount of unpaid Payment(s) owed through the end of the next occurring date upon which the Credit Allocation may be changed with Eversource.
 - b) This Section shall not otherwise limit a party’s remedies at law or equity.
- 5) **Entire Agreement; Changes:** There are no other agreements between You and Sunwealth regarding the community solar project, the Credits or this Agreement and any changes to this Agreement must be in writing and signed by You and Sunwealth.
- 6) **Governing Law:** This Agreement is governed by the law of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws.
- 7) **Notices:** All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing, shall be deemed delivered upon receipt (except notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: first class mail, return receipt requested; reputable overnight

courier; certified mail, return receipt requested; or email transmission. Parties agree that email is the preferred form of notice and communication. The communications shall be sent to the Parties' addresses stated on Page 1.

8) Assignment; Insurance; Risk of Loss:

- a) Sunwealth will insure the community solar project and be responsible for any loss, damage, theft, destruction to the Facility during the Term. You agree that in the event of an insurable loss Sunwealth is entitled to all available insurance proceeds.
- b) Sunwealth may assign, sell or transfer this Agreement without Your consent.

- 9) **Further Cooperation:** From time to time after the execution of this Agreement, each Party will enter into, acknowledge and/or deliver any documents and assurances, reasonably requested by the other and consistent with the terms of this Agreement.

Sunwealth Power, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

EXHIBIT 1

**NOTICE OF CANCELLATION COPY 1
of
Community Solar Subscription Agreement**

Date: _____, 20__

Name(s) of You(s): _____

Regarding: Community Solar Subscription Agreement with _____

You may cancel this transaction, without any penalty or obligation, within three business days from the date of signing the agreement.

If you cancel, any property traded in, any Payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by Sunwealth of Your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If You do make the goods available to Sunwealth and Sunwealth does not pick them up within twenty 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 Sunwealth, or if You agree to return the goods to Sunwealth 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 or any other written notice, or send a telegram to

Sunwealth: _____
at: _____

not later than midnight of _____, 20__

I(we) hereby cancel this transaction.

(You signature)

(You signature)

(You name)

(You name)

Date: _____, 20__

Date: _____, 20__

NOTICE OF CANCELLATION COPY 2
of
Community Solar Subscription Agreement

Date: _____, 20__

Name(s) of You(s): _____

Regarding: Community Solar Subscription Agreement with _____

You may cancel this transaction, without any penalty or obligation, within three business days from the date of signing the agreement.

If you cancel, any property traded in, any Payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by Sunwealth of Your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If You do make the goods available to Sunwealth and Sunwealth does not pick them up within twenty 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 Sunwealth, or if You agree to return the goods to Sunwealth 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 or any other written notice, or send a telegram to

Sunwealth: _____
at: _____

not later than midnight of _____, 20__

I(we) hereby cancel this transaction.

(You signature)

(You signature)

(You name)

(You name)

Date: _____, 20__

Date: _____, 20__