

Maryland Community Solar Contract Summary		Contract Page Number & Section Reference
Subscriber Name; Utility Service Territory	SAMPLE CUSTOMER DPL	Page: 2; Section: Heading
Effective Date of Agreement	This Agreement is effective once signed by both parties.	Page: 2; Section: Intro.
Term	Twenty-five (25) years from the date Credits are first applied to your account by the Electric Utility.	Page: 2 ; Section: 2
Renewal	This Agreement shall not renew.	Page: 6; Section: 4
Estimated date CSEGS will begin producing credits	June 2025	Page: 6; Section: 2
Subscription Type	Variable percentage of Subscriber usage up to 100% of Subscriber's estimated annual usage.	Page: 3; Section: 4
Subscription Price	If paying by ACH: the value of your Bill Credits, minus 10% of such value (i.e., 90% of the value of your Bill Credits, producing a 10% savings to you) If paying by credit card: the value of your Bill Credits, minus 7% of such value (i.e., 93% of the value of your Bill Credits, producing a 7% savings to you)	Page: 2; Section: 1
Annual or Monthly Fees	No annual or monthly fees. Subscriber always and only pays 10% or 7% (depending on payment method) below the value of Solar Credits	Page: 2; Section: 1
Cancellation; Early Termination by Subscriber	This Agreement may be cancelled within seven (7) business days of execution without penalty. After the seventh business day following execution of this Agreement, this Agreement may be terminated by Subscriber at any time in accordance with the following process: (1) Subscriber notifies Seller of Subscriber's desire to terminate and gives Seller a date no earlier than sixty (60) days from the date of such notice; (2) Seller will promptly notify the Utility to cease allocating Credits to Subscriber's account; (3) Subscriber shall be responsible to pay the Subscription Price for Credits allocated to Seller before the Utility processes such order.	Page: 3; Section: 2
Other Fees	None.	Page 6; Exhibit A; Section 3
Other Important Terms	See Agreement for additional terms.	N/A

Full Contract Terms: Review the full terms and conditions of the subscription contract. This summary does not include all relevant terms of the subscription contract.

Subscriber Signature:

Date: July 18, 2025

By: 

Name: Adam Kuehne

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Subscriber Information

Name: SAMPLE CUSTOMER

Address: 123 Sample St

Utility: Delmarva Power & Light

Utility Account Number: 4444444444444444

Service Number: 8888888888888888888888

Email: samplecustomer@email.com

Solar System (name and address): Kimmey Solar LLC, 32885 E Line Rd, Delmar, MD 21875

Subscriber Organization/Seller: Kimmey Solar, LLC

Agent/Subscription Coordinator: Neighborhood Sun Benefit Corp.

This Community Solar Subscription Agreement (the "Agreement") is entered into as of July 18, 2025, (the "Effective Date") by and between Kimmey Solar, LLC ("Subscriber Organization", "Seller", or "We") and the Subscriber named above ("You" or the "Subscriber"), pursuant to which Subscriber will subscribe for Credits (defined below) produced by the solar photovoltaic system described herein, the "Community Solar Energy Generating System" or "CSEGS" or "System", participating in the Maryland Community Solar Pilot Program (the "Program"). Seller and Subscriber are each referred to herein as a "Party" and collectively as the "Parties."

1. Community Solar Credits. This Agreement is between Subscriber and Seller for the subscription (the "Subscription") to a percentage of the energy generated by the CSEGS, which will generate monetary bill credits that reduce your utility bill ("Credits"). For Credits received on Subscriber's utility bill, Subscriber will pay Seller the monetary value of such Credits minus the 10% or 7% discount, such that your savings equal the discount for the community solar portion of your bill. There are no other transaction fees, administrative costs, cancellation fees, or any other charges to Subscriber.

2. Subscription Term; Allocation Date; Cancellation or Transfer. The Subscription Term (the "Term") will commence on the date on which Credits are first accumulated toward your allocation as processed by the local electric utility ("Allocation Date"). The Term of this Agreement shall be twenty-five (25) years, however, You may cancel this Agreement for any reason with no penalty by notifying Seller of Subscriber's desire to terminate this Agreement no earlier than sixty (60) days following the date of such notice of termination. The notice should be sent to the Seller at the contact information in Section 8. If this Agreement is terminated within seven (7) days of execution of the Agreement, it may be terminated in accordance with the attached Exhibit "B". Following your notice to cancel, we will promptly direct the electric utility to cease allocating Credits to you from the System. In our experience, it could take the utility several months to process the cancellation. You may also transfer this Agreement to another utility account provided that Seller determines that such account is eligible to receive Credits from the System, and the owner of such account accepts the terms of this Agreement. Within thirty (30) days, Seller will notify you in writing that your transfer has been processed by the utility, however, You are required to continue paying for the Credits that You receive for up to sixty (60) days, in accordance with the terms of this Agreement.

3. Subscriber eligibility. Seller reserves the right to establish credit worthiness and other eligibility criteria for Subscribers.

4. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by Seller to generate Credits no greater than your estimated annual electricity usage, i.e. 100%. Seller may adjust your Subscription size at any time without notice, provided that Seller will never set a Subscription size that would generate Credits greater than your estimated annual electricity cost. Credits in excess of annual use will be paid out to You at a rate that may be less than the cost of the Credit. Changes to electricity usage may result in a loss of Credit value. Seller may reallocate your Subscription to a different solar photovoltaic System participating in the Program at any time, by providing notice to you, in which case such System will become the "System" under the terms of this Agreement. Seller may terminate your

Subscription at any time, for any reason, by providing ten days advanced notice to You electronically or via mail. If You feel this cancelation is in error, You may contact Seller or Customer Support Provider (as defined below).

5. Billing Service Provider. Neighborhood Sun Benefit Corp shall be the initial Billing Service Provider for this Agreement. Neighborhood Sun Benefit Corp's terms of service are available at <http://www.neighborhoodsun.solar>. On a monthly basis during the Term, you will be invoiced for Credits you receive, in an amount equal to the value of the Credits received on your utility bill minus the 10% or 7% Discount. As outlined in the Contract Summary and in Section 1 of this agreement, the 10% Discount is provided to Subscriber paying via ACH, and the 7% Discount is provided to Subscriber paying via credit card. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

6. Relocation. A Subscriber may transfer a subscription to another property if the Subscriber moves within the service territory served by the Program. Such request shall be processed within thirty (30) days of Seller or Customer Support Provider receiving notice of such transfer.

7. Credit, Data Collection, and Privacy. Except in the case of low- or moderate-income retail subscribers, we shall apply uniform standards when evaluating a potential subscriber's creditworthiness in determining whether to offer a subscription. Further, we will not disclose energy usage or personally identifiable information about You, or your billing, payment, and credit information, without your consent. Such information may only be disclosed for the sole purpose of facilitating billing, bill collection and credit reporting.

8. Customer Support Provider. The initial Customer Support Provider for this Agreement is Neighborhood Sun Benefit Corp., whose contact information is:

Email: hello@neighborhoodsun.solar

Toll-free phone: 888-606-0054

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns related to this Agreement.

9. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of thirty (30) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to sixty (60) days after termination, but You will not be liable to Seller for any other amounts.

10. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

11. Seller's Agent. Seller has designated Neighborhood Sun Benefit Corp to act as Seller's agent for the execution of this Agreement, all Subscriber service activities, and all billing activities. Seller may change its agent at any time by notifying You in writing

12. Assignment. Seller may assign or transfer its rights and obligations under this Agreement to any third party. Subscriber may not assign or transfer its rights and obligations under this Agreement except in accordance with Section 6 of this Agreement.

13. Limitation of Liability. In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to the lesser of Your outstanding balance or twelve months of the average invoice to Subscriber under this Agreement.

14. Governing Law & Dispute Resolution. The laws of Maryland shall govern this Agreement without giving effect to conflict of laws principles. Any disputes shall be resolved in accordance with the laws of Maryland, and such remedies available at law, but subject to the limitation of liability described in Section 13.

15. Notices. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery. Notices to Subscriber shall be sent to the address in the Subscriber Information specified above. Notices to Seller or Customer Support Provider shall be sent to the address set forth below or such other address as Seller may subsequently specify in writing.

Neighborhood Sun Benefit Corp.

909 Rose Ave, Suite 400

North Bethesda, MD 20852

Email: hello@neighborhoodsun.solar

Toll-free phone: 888-606-0054

16. Billing procedure. We shall send an electronic invoice to you approximately 10 (ten) days after we are in receipt of a subscriber allocation report from the Utility. Payment will be due, and shall be automatically deducted from your bank account or credit card, within seven (7) days of the invoice date.

17. Additional Terms and Conditions. Additional Terms and Conditions are provided in Exhibit A.

18. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. 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 re-written so as to make them enforceable.

You, the Subscriber, may cancel this transaction at any time prior to midnight of the seventh (7th) business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

By signing below, you signify your consent to the terms of this Agreement.

Subscriber Signature:

Subscriber Name: Sample Customer

By: 

Name: Adam Kuehne

Title: Authorized Representative

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. Pricing.

- a. The value of your Credits, minus a 10% (ten percent) or 7% (seven percent) discount of such value.

2. Production and Expected Date of Production

- a. System name and address: Kimmey Solar LLC, 32885 E Line Rd, Delmar, MD 21875
- b. The estimated System production is 4,650,184 kwh
- c. Subscriber Organization/Seller: Kimmey Solar LLC
- d. The estimated start date of production is June 2025
- e. These estimates are based on tools and analysis commonly used in the solar industry which may include, but are not limited to, Helioscope, PVWatts, and PVSyst.
- f. In the event of System underperformance, Subscriber shall not be entitled to receive any compensation from Seller.

3. Additional Charges.

- a. Description of any one-time charges (i.e. enrollment fee): none.
- b. Description of any recurring fees: none.
- c. Description of early termination fee: none.
- d. Transfer of Agreement fee to another Subscriber: none.
- e. Security Deposit: none.

4. Contract Renewal

- a. This Agreement lasts for 25 years from the date of execution and does not include a renewal.

5. Dispute Resolution

- a. In the event of any dispute, please contact Customer Support Provider using the information set forth in Section 15 of the Agreement and provide any information relevant to the dispute. If any such dispute is not resolved satisfactorily, Subscriber has the right to contact the Maryland Public Service Commission (the "Commission") within 7 days of receipt of a determination from Seller. All claims and disputes arising under or relating to this Agreement that are not settled by the Commission are to be settled by binding arbitration in the state of Maryland or another location mutually agreeable to the Parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

6. Miscellaneous

- a. Maryland Public Service Commission toll-free telephone number: 1-800-492-0474 and the web site is <https://www.psc.state.md.us/>.
- b. Evidence of Insurance: Provided in Exhibit C.
- c. Maintenance of the System shall be conducted in accordance with industry standards by a qualified operations and maintenance provider for the duration of the term and at no cost to You.
- d. We make no representations or warranties relating to the tax implications of Subscribers receiving of bill credits from the Utility.
- e. Customer Support Provider will notify you via email in the event of any outage that lasts or is intended to last more than three (3) days. Such notice will include a more detailed description of the nature of the outage, the estimated length of the outage, and the estimated reduction in bill credits You will receive as a result of the diminished production.
- f. This Agreement does not include any applicable Utility charges which may include, but are not limited to, transmission and distribution charges.
- g. Any unsubscribed production of the System shall not be Your responsibility.
- h. Upon thirty (30) days notice, You may decrease or increase (increase subject to availability) Your allocation.

EXHIBIT B

**STATUTORY FORM OF NOTICE OF CANCELLATION
FROM MARYLAND COMMERCIAL LAW CODE § 14-302**

Notice of Cancellation

(Enter date of transaction)

.....

(Date)

You may cancel this transaction, without any penalty or obligation, within seven (7) 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 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 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 regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller 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 notice to:

Neighborhood Sun Benefit Corp.

909 Rose Ave, Suite #400

North Bethesda, MD 20852

at not later than midnight of (date)

I hereby cancel this transaction.

.....

(date)

.....

(Buyer's signature);

EXHIBIT C

EVIDENCE OF INSURANCE

[certificate of insurance to be provided upon request]

ACH or Credit Card Recurring Payment Authorization Form

By initialing this form, you are authorizing Neighborhood Sun ("the Company") to debit the account provided to us (which may be referred to as a Designated Payment Account) to pay recurring Monthly Payments and other amounts due under the Agreement.

The authorization provided by this form will remain in effect until the Company receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to the Company. The account holder acknowledges and agrees that the Agreement requires payment by ACH or Credit Card and that the failure to make payments due under that agreement as therein required may result in termination of the Agreement and in additional amounts to be due the Company, including without limitation payment for Net Metering Credits allocated to the Subscriber following the termination of the Agreement. Your termination of your authorization under this form does not modify your responsibilities under the Agreement.

Notification of changes to an existing Designated Payment Account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.

Recurring Net Metering Credit Payments shall be drafted monthly, depending upon the timing of payments made by you, the Company may need to draft more than one month's Net Metering Credit Payment (including past due amounts) in order to bring the payments due to a current status.

If sufficient funds are not available on your scheduled draft date, the Company will attempt to draft again one to five days later. If sufficient funds are still not available, the Company may decide to discontinue your subscription.

You agree to forego receiving notice of any adjustment from the recurring draft amount caused by missed or late payments.

No payments due the Company will be considered "paid" until the Company actually receives the funds in full.

The Company shall incur no liability as a result of a withdrawal being dishonored by your bank.

For any questions or other matters regarding this form or the Company's processing of ACH or Credit Card withdrawals in connection herewith, please feel free to contact:

Neighborhood Sun Benefit Corp.

Attn: Customer Service

Toll-free phone: 888-606-0054

email: hello@neighborhoodsun.solar

Subscriber Signature:



An Exelon Company

CUSTOMER USAGE INFORMATION AUTHORIZATION

Please complete all fields.

Contractor Information (please print)

Christina Bychkov
(Individual)

Representing Neighborhood Sun Benefit Corp
(Company)

Phone Number (888) 606-0054

E-mail Address enrollment@neighbohroodsun.solar

Customer Information (please print)

Delmarva Power Account Number 4444444444444444

Customer Name Sample Customer

Address 123 Sample St

City Ocean City

State MD

Zip 21842

Phone Number (123) 456 - 7890

E-mail Address samplecustomer@email.com

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I hereby affirmatively consent to my electric utility disclosing, or permitting access to, my historical energy usage (including, where applicable, interval usage) to

Neighborhood Sun Benefit Corp  
(Contractor Company Name)

and consent to the release of same so that the Contractor (and its Authorized Users) referenced above may evaluate my energy usage. The electric utility treats all customer information as confidential. The information disclosed, which the Contractor (and its Authorized Users) is permitted to access, is to be used for the sole purpose of solar system sizing.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date\*

\*This authorization is valid for one year from the above date.