



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 (you, your, yours) Name:		Company Name: Sunwealth, LLC	
Address:		Address: 2067 Massachusetts Ave, Suite 540	
City, State, Zip:		City, State, Zip: Cambridge, MA 02140	
Phone:		Phone: (617) 752-7322	
Email:		Email: communitysolar@sunwealth.com	
EDC electric service territory: JCP&L		Website: sunwealth.com	
EDC account number:		Contact Name: Charley Gould	
SUBSCRIPTION INFORMATION			Reference Page or Section
Subscription Size	This subscription represents approximately 85% of your annual historic electricity usage over the last 12 months. If you are participating in an energy assistance program the value of credits received via this subscription will represent approximately 50-85% of your annual historic electricity usage, and the provider may adjust the subscription size below 50% in the event that you are receiving a value of credits that exceeds your monthly electricity usage.		Section 3
Subscription Model	Your subscription cost is a monthly payment of 80% of the value of solar credits received on your EDC bill.		Section 1
Prices and Fees	<p>The price of your subscription is directly tied to the solar credits allocated to your EDC bill. Our price will always be 20% below the value of the solar credits at Basic Generation Service. There are no other costs, whether upfront or ongoing.</p> <p>The value of the solar credits will change from month to month. The estimated Year 1 value of the credits for customers on Basic Generation Service is \$0.11067/kWh. The cost to you is estimated at \$0.0885/kWh. We calculate the cost by multiplying the value of the solar credits by 80%.</p> <p>The subscription will provide a consistent and guaranteed discount of 20% compared to the solar credits value of Basic Generation Service. As the value of these credits change, Community Solar Provider will apply the 20% discount to it.</p>		Exhibit A
Payment Details	<input checked="" type="checkbox"/> An electronic invoice (sent to your email address above) at the beginning of the month.		
Late Payment Fee	<input checked="" type="checkbox"/> Automatic payment via ACH or credit card will occur within 7 business days from the electronic invoice sent to customer.		

	There are no other charges or fees of any kind.	
Estimated Benefits	Estimated annual kWh received: kWh Estimated annual credit value (\$): \$ Estimated annual savings (in \$): \$ Estimated savings over the life of the contract (in \$): \$ Other benefits: N/A	Exhibit A
Fixed Savings	This contract guarantees the 20% savings will be applied every month that Customer receives solar credits.	Exhibit A
Contract Term	This contract is effective on the date both parties execute it. This contract will remain in effect for 20 years, unless cancelled prior to the contract end date.	Section 2
Contract Renewal	This contract does not have an option for renewal beyond the 20 years	
Early Termination or Cancellation	There are no early termination or cancellation fees. Following your notice to cancel, we will promptly direct the electric utility to cease allocating Bill Credits to you from the Community Solar Project. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this Agreement to another utility account provided that we determine that such account is eligible to receive Bill Credits from the Community Solar Project, and the owner of such account accepts the terms of this Agreement. Within thirty (30) days, we will notify you in writing that your transfer has been processed by the utility however, you are required to continue paying for the Bill Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.	Exhibit A And Section 3
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 within seven calendar days of signing the contract, by contacting your community solar provider: Email: communitysolar@sunwealth.com Toll-free phone: (617) 752-7322	Section 2
Data Sharing and Privacy Policy	We will not disclose personal 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. We reserve the right to disclose aggregate energy usage at our own discretion, while maintaining the anonymity of your personal energy usage and information.	Section 6
Other Important Terms	N/A	
SYSTEM INFORMATION		
Community Solar Project Name: National Blue Army Shrine Of Our Lady Of Fatima		
Project Location	674 Mountain View Rd E Asbury, NJ 08802	
Commercial Operation Date	August 20, 2021	
Complaints and Grievances		
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: https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form .		

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

DS
I, JA

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

DocuSigned by:

Jonathan Ake
B8F21C793843...

Signature from Provider Official or Representative

2/14/2022

Date

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Subscriber Information

Name: _____
Address: _____
Utility: _____
Utility Account #: _____
Email: _____
System: National Blue Army Shrine Of Our Lady Of Fatima

This Community Solar Subscription Agreement, including the attached New Jersey Community Solar Contract Summary Disclosure Form (together, the "Agreement"), is entered into as of the latter signature date, (the "Effective Date") by and between Sunwealth Power Inc. ("Seller" or "we" or "us" or "our"), and the Subscriber named in the Subscriber Information section above ("you" or the "Subscriber"), pursuant to which Subscriber will subscribe for Bill Credits (defined below) produced by the solar photovoltaic system described herein (the "System") participating in the JCP&L Community Solar Energy Pilot Program (the "Program"). Seller and Subscriber are each referred to herein as a "Party" and collectively as the "Parties."

1. Community Solar Bill Credits. This Agreement is between you and Seller for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will produce monetary Bill Credits that reduce your utility bill ("Bill Credits"). For Bill Credits received on your utility bill, you will pay Seller the Subscription Price, which equals the value of your Bill Credits minus a 20% discount (the "Discount"), such that your savings equal the Discount for the community solar portion of your bill. Bill credits are based on the pre-sales-and-use tax Basic Generation Service rate applicable to your utility rate class, inclusive of supply and delivery charges but excluding demand charges. Bill Credits apply to bypassable utility charges only.

2. Subscription Term; Allocation Date; Cancellation or Transfer. The Subscription Term (the "Term") will shall begin on the day a subscriber first earns a community solar Bill Credit based on the delivery of energy ("Allocation Date") and shall continue for a period of 20 years, however, you may cancel this Agreement for any reason with no penalty by notifying Seller via the contact information in Section 7. Additionally, you may rescind this Agreement by contacting us to cancel within seven calendar days after signing this Agreement. Following your notice to cancel, we will promptly direct the electric utility to cease allocating Bill Credits to you from the System. It could take the utility up to 90 days to process the cancellation, and you are required to continue paying for the Bill Credits that you receive for up to 90 days, in accordance with the terms of this Agreement. You may also transfer this Agreement to another utility account provided that we determine that such account is eligible to receive Bill Credits from the System, and the owner of such account accepts the terms of this Agreement. Within thirty (30) days, we will notify you in writing that your transfer has been processed by the utility.

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Bill Credits no greater than 85% of your estimated annual electricity usage, calculated over the past twelve (12) months. Bill Credits in excess of annual use will be paid out to You at a rate that may be less than the cost of the Bill Credit. We may adjust your Subscription size to match less than 85% of your estimated annual electricity usage in the event the actual value of the Bill Credits exceeds such electricity usage. Changes to electricity usage may result in a loss of Bill Credit value. We 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 us. If we

cancel this Agreement, you will remain responsible for any Bill Credits that you receive until the date that your utility processes the cancellation.

4. Subscriber Organization. Sunwealth, LLC shall be the initial Subscriber Organization for this Agreement. On a monthly basis during the Term, you will be invoiced for Bill Credits you receive, in an amount equal to the value of the Bill Credits received on your utility bill minus the Discount. Seller is entitled to process and collect on invoices per the Subscriber Organization's terms of service. For information about this Agreement, to address complaints, or to cancel or renew your subscription, please contact Sunwealth, LLC the initial Subscriber Organization for this Agreement, using the following contact information:

Email: communitysolar@sunwealth.com
Toll-free phone: 617-752-7322

Seller may change the Subscriber Organization at any time by notifying you in writing.

5. Relocation. During the Term, You shall remain eligible to purchase Bill Credits under this Agreement if You relocate within the original service territory of the EDC where the System is located and fits within the same geographic limitation of the System, provided Your physical utility meter is located within that EDC service territory. We shall process any transfer requests within thirty (30) days of Us receiving notice of such transfer. If You relocate, we will adjust your subscription size to reflect any change in historical electricity usage at your new location.

6. Credit, Data Collection, and Privacy. We will not disclose personal 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. We reserve the right, however, to disclose aggregate energy usage at our own discretion, while maintaining the anonymity of your personal energy usage and information. We shall apply

uniform standards when evaluating a potential subscriber's creditworthiness in determining whether to offer a subscription; low- and moderate-income ("LMI") households will qualify for a more lenient creditworthiness requirement, uniform among LMI households, and for non-LMI subscribers. We shall apply the uniform standard of a minimum 680 FICO score. "Low-income household" means a household with adjusted gross income at or below 200 percent of the Federal poverty level. "Moderate-income household" means a household with a total gross annual household income in excess of 200 percent of the Federal Poverty Level, but less than 80 percent of the median income, as determined by annual HUD income limits.

7. 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 for any Bill Credits you have received.

8. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, any Solar Incentives or Environmental Attributes related to the System or the solar energy generated by the System in connection with 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.

9. Seller's Agent. Intentionally left blank.

10. Assignment. Seller may assign, or transfer its rights and obligations under this Agreement to any third party without the written consent of Subscriber. Seller shall provide

Subscriber written notice thirty 30 days prior to any of any assignment of this Agreement.

Email: communitysolar@sunwealth.com
Toll-free phone: (617) 752-7322

11. 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 three months of the average invoice to Subscriber under this Agreement. However, the foregoing limitation of liability shall not apply with respect to, and shall not be construed to waive or limit Subscriber's rights under any applicable New Jersey or Federal consumer protection laws, rules, and/or regulations

12. Governing Law & Dispute Resolution. The laws of the State of New Jersey shall govern this Agreement without giving effect to conflict of laws principles, and each party hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction located within the State of New Jersey in any actions, suits or proceedings arising out of or in connection with this Agreement. The foregoing shall be subject to the limitation of liability described in Section 11.

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 shall be sent to the address set forth below or such other address as Seller may subsequently specify in writing.

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

13. Billing procedure. We shall send an electronic invoice to you approximately 20 (twenty) 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 account via ACH or credit card, within 7 (seven) days of the invoice date.

14. Additional Terms and Conditions. Additional Terms and Conditions are provided on Exhibit A Attached hereto.

15. Change in Bill Credit Value. The utility rates, Bill Credit value, and the total projected savings set forth in this Agreement are subject to change. The New Jersey Board of Public Utilities does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Bill Credits. Once signed, you shall receive, via electronic means and/or mail, a copy of this signed Agreement, no later than two calendar days after you sign it. 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 buyer, may cancel this transaction at any time prior to midnight of the seventh calendar day after the date of this transaction.

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

Subscriber Signature: _____
Date: _____

DocuSigned by:
Seller Signature: Jonathan Abe
Date: 2/14/2022
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Name: Jonathan Abe
Title: CEO

EXHIBIT A
SUMMARY OF ADDITIONAL ITEMS, TERMS AND CONDITIONS

1. **Pricing.**
 - a. The value of your Bill Credits, minus a 20% (twenty percent) discount of such value.
 - b. Estimate of subscription price as a per-kilowatt-hour basis is \$0.0885/kWh
2. **Estimated Production and System Performance**
 - a. System: National Blue Army Shrine Of Our Lady Of Fatima
 - b. The estimated system production is 832,333 kWh per year
 - c. The estimated start date of production is August 31, 2021.
 - d. Your estimated savings are \$_____ per year, based on your historical usage of _____ per month, your estimated subscription price of \$0.0885/kWh and an estimated Bill Credit value of \$0.1107, on Basic Generation Service. While this is a good faith estimate, ***we cannot and do not guarantee this level of savings in any particular year of the Term or on an average basis over the duration of the Agreement.*** Utility 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 projected savings.
 - e. System production estimates are based on tools and analysis commonly used in the solar industry, including the standard solar industry software “PVsyst” and “Helioscope”. For more information about the estimated savings figures, please contact us.
 - f. No compensation will be paid to the Subscriber in the event of system underperformance. System production is subject to various external factors such as weather and precipitation; as such, Bill Credits produced will vary in every billing period. However, You will never be billed for a Bill Credit You did not receive.
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 to another Subscriber: ***None***
 - e. Security Deposit: ***None***
4. **Dispute Resolution**
 - a. In the event of any dispute, please contact Us using the information set forth in Section 13 of the Agreement and provide any information relevant to the dispute. If any such dispute is not resolved satisfactorily, Buyer has the right to contact the New Jersey Board of Public Utilities within 7 days of receipt of a determination from Seller. In the event a claim and/or dispute arising under or relating to this Agreement is not settled by the New Jersey Board of Public Utilities the rights and duties of the parties to this Agreement shall be governed by, and shall be construed, enforced and performed in accordance with, the laws of the State of New Jersey. Each party hereby submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction located within the State of New Jersey in any actions, suits or proceedings arising out of or in connection with this Agreement.
5. **Miscellaneous**
 - a. New Jersey Board of Public Utilities toll-free telephone number: 1-866-657-6278 and the web site is njcleanenergy.com.
 - b. 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.
 - c. We make no representations or warranties relating to the tax implications of subscribers receiving Bill Credits.
 - d. We 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.
 - e. This Agreement does not include any applicable utility charges which may include, but are not limited to, transmission and distribution charges.

EXHIBIT B

NOTICE OF CANCELLATION

**Notice of Cancellation
(Enter date of transaction)**

.....
(Date)

You may cancel this transaction, without any penalty or obligation, within seven 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:

**Sunwealth, LLC
2067 Massachusetts Ave, Suite 540
Cambridge, MA 02140**

at not later than midnight of (date)

I hereby cancel this transaction.

.....
(date)

.....
(Buyer's signature);