COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") is entered into as of , (the "Effective Date") by and between P52ES 1755 Henryton Rd Phase 1, LLC ("Seller" or "we" of "us") and the Subscriber named above (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by the solar photovoltaic system described herein (the "System") participating in the Baltimore Gas and Electric Community Solar Program (the "Program").

1. **Community Solar Credits.**This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will generate kWh or monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For Credits received on your utility bill, you will pay Seller the monetary value of such Credits minus the Discount, such that your savings equal the Discount for the community solar portion of your bill.

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 month to month, however, you may cancel this Agreement for any reason with no penalty by notifying Seller in accordance with Exhibit "A". If this Agreement is terminated within three (3) days of execution of the Agreement, it may be terminated in accordance with the attached Exhibit "C". 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 up to 180 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 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 however, you are required to continue paying for the Credits that you receive for up to 180 days, in accordance with the terms of this Agreement.

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity cost. We may adjust your Subscription size at any time without notice, provided that we 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. We 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. We may terminate your Subscription at any time by providing notice to You.

4. Billing Service Provider. The initial Billing Service Provider for this Agreement is Neighborhood Sun Benefit Corp., whose terms of service are available at http://www.neighborhoodsun.solar. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to the value of the Credits received on your utility bill minus the Discount. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

5. 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 Us receiving notice of such transfer.

6. 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 a You, or your billing, payment, and credit information, without the your consent. Such information may only be disclosed for the sole purpose of facilitating billing, bill collection and credit reporting.

7. 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: 240-284-6245

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.

8. 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 ten (10) 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 180 days after termination, but will not be liable to us for any other amounts.

9. 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.

10. Assignment. Seller may assign, or transfer its rights and obligations under this Agreement to any third party.

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.

12. 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 8.

13. 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.

Neighborhood Sun Benefit Corp.
8121Georgia Avenue Suite 300
Silver Spring, MD 20910
Email: hello@neighborhoodsun.solar
Toll-free phone: 240-284-6245

With a copy to:

Nautilus Solar Solutions
396 Springfield Avenue
Summit NJ 07901

14. Additional Terms and Conditions. Additional Terms and Conditions are provided on Exhibit B.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar 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.