SUBSCRIBER AGENCY AGREEMENT FOR NEW ORLEANS COMMUNITY SOLAR PROGRAM FORM CSG-8 (Approved Through Council Resolution R-21-38)

Subscriber Name:
Subscriber Entergy Retail Customer Account No.:
Subscriber Service Address:
Subscriber E-mail Address:
Subscriber Mailing Address:
Subscriber Telephone No:(Primary)(Alt.)
Subscriber Organization Name:
Community Solar Generating Facility No.:
Name and Location of Community Solar Generating Facility:
Subscriber's Initial Subscription Share (in kilowatts, or "kW"):kW
The undersigned Subscriber hereby authorizes

- Duties of Subscriber Organization Generally. Subscriber Organization shall be responsible for issuing and managing the subscriptions of all Subscribers in the CSG Facility and for selling to ENO the subscribed portions of the Output generated by the CSG Facility and delivered to ENO at the service connection located at the Site. In performing such functions, Subscriber Organization shall communicate directly to ENO Subscriber's information concerning its subscription in the CSG Facility, including its beneficial interest in the Output generated and produced by the CSG Facility. Subscriber acknowledges and agrees that ENO shall exclusively rely on such information as regularly and timely communicated from the Subscriber Organization for the purpose of calculating the credit that will be applied by ENO and reflected on Subscriber's subsequent electric service bills as compensation for ENO's receipt of Subscriber's share of the Output generated and produced by the CSG Facility, in accordance with applicable Rate Schedule.
- 2. <u>Subscription Credits.</u> ENO shall apply credits to each Subscriber's monthly bill using the most recently updated monthly Subscriber list and Output data provided by the Subscriber Organization on a two-month lag where actual operational results and the associated bill credit will show up two months following ENO's receipt of the Output data for the CSG Facility. ENO shall determine the amount of CSG Facility monthly kWh Output to be credited to each Subscriber by multiplying the Subscriber's most recent generation proportion of the CSG Facility by the ENO metered Output of the CSG Facility. ENO shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered or changed by Subscriber Organization via the monthly CSG Facility Subscription update form. The correction of previously-applied monthly Credits due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the CSG Facility and the beneficial share of Output produced by the CSG Facility shall be the full responsibility of the Subscriber Organization.
- 3. <u>Limitation of Agency</u>. This Agency Agreement shall only serve to authorize Subscriber Organization to act as Subscriber's agent with respect to Subscriber's beneficial interest in and to the Output generated by the CSG Facility and delivered to ENO to the extent that Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the CSG Facility.
- 4. <u>Term of Agency and Termination.</u> (a) This Agency Agreement shall become effective upon its execution by both Subscriber and Subscriber Organization and shall continue in effect for so long as a valid and existing contract between ENO and Subscriber Organization for the purchase and sale of such Output remains in effect.
- (b) This Agency Agreement may be terminated by either Subscriber Organization or Subscriber upon ENO's receipt of notice that Subscriber's subscription in the CSG Facility has been terminated or transferred in its entirety, or that Subscriber no longer holds an interest in the beneficial use of the Output generated by the CSG Facility.
- (c) This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between Subscriber Organization and ENO for the purchase and sale of Output generated by the CSG Facility; or (b) in the event of an

effective assignment by Subscriber Organization of such contract, where ENO has consented to such assignment in writing, the effective date of a replacement agency agreement between Subscriber and the new owner or subscriber organization of the CSG Facility that has taken assignment of such contract from Subscriber Organization.

- 5. <u>Representation and Acknowledgement</u>. By executing this Subscriber Agency Agreement, Subscriber represents and warrants that the information stated herein is true and correct to the best of Subscriber's knowledge and belief and that Subscriber has signed up for the stated subscription share size in the CSG Facility through Subscriber Organization.
- 6. <u>Consent to Disclose Account Information</u>. By signing this Form CSG-8, Subscriber Agency Agreement, Subscriber grants consent to Subscriber Organization to request and obtain from ENO information regarding Subscriber's past and present electric usage at the Service Address(es) identified above in order for Subscriber Organization independently to verify the extent of Subscriber's eligibility to hold a Subscription in the CSG Facility.

IN WITNESS WHEREOF, this Agency Agreement was duly executed by the undersigned authorized representatives of Subscriber and Subscriber Organization.

SUBSCRIBER	SUBSCRIBER ORGANIZATION
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: