



An Exelon Company

**DISTRICT OF COLUMBIA
COMMUNITY RENEWABLE ENERGY FACILITY (CREF)
APPLICATION and CONTRACT**

Send applications via Email or Mail to:
The Green Power Connection™ Team
Pepco
An Exelon Company
(866) 634-6977 - Phone
gpc-south@pepco.com
Mailing Address: 701 9th St., NW, Mail Stop 7642
Washington, D.C. 20001

APPLICATION INSTRUCTIONS

We support renewable energy and partner with our customers to ensure safe and reliable interconnection of renewable energy into the electric grid.

The following are a few instructions for completing and submitting the Community Renewable Energy Facility Application and Contract.

1. Please submit this completed CREF Application and Contract along with the CREF's Interconnection Application and Agreement.
2. A completed Subscriber Information Spreadsheet will also need to be submitted. Although not required, a Subscriber Information Spreadsheet can be submitted with this CREF Application and Contract. A CREF will be required to have at least two subscribers before being granted permission to operate by Pepco.

**DISTRICT OF COLUMBIA
COMMUNITY RENEWABLE ENERGY FACILITY (CREF) APPLICATION**

Application Submittal Date: _____
Application Type: Original, Revision

SECTION I: SUBSCRIBER ORGANIZATION INFORMATION

Business Name: _____
CREF Short Name: (Up to 5 Characters) _____ (Assigned by Pepco)
Mailing Address: _____
City: _____ State: _____ ZIP Code: _____

Type of Organization (Federal Tax Classification – check all that apply):
Individual/Sole Proprietor, C Corporation, S Corporation, Partnership, Trust/estate,
Limited Liability Company, Other (please specify) _____
DC Business License # (if applicable): _____

Contact Information:
Contact Person: _____
Title: _____
Mailing Address (If other than above): _____
City: _____ State: _____ ZIP Code: _____
Telephone: _____ Facsimile Number: _____
E-Mail Address (Required): _____

Alternate Contact Information:
Contact Person: _____
Title: _____
Mailing Address (If other than above): _____
City: _____ State: _____ ZIP Code: _____
Telephone: _____ Facsimile Number: _____
E-Mail Address (Required): _____

SECTION II: CREF GENERATOR FACILITY INFORMATION

Generator Facility's Pepco Account #: _____ (from Pepco bill)

Generator Facility Address: _____

Washington, D.C. ZIP Code: _____

Located in DC Ward #: _____

Maximum Facility Output Rating: _____ kW AC

Estimated Gross Annual Energy Production: _____ kWh

Primary Source of Fuel: Solar, Wind, Qualifying Biomass, Methane from Landfill or Waste Water Treatment, Geothermal, Ocean Energy, Fuel Cell from Renewable Source

Pepco Interconnection Application/Agreement:

Attached Sent previously Currently an Active CREF facility

GENERATOR FACILITY OWNER

Business Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Type of Organization (Federal Tax Classification – check all that apply):

Individual/Sole Proprietor, C Corporation, S Corporation, Partnership, Trust/estate, Limited liability company, Other (please specify) _____

DC Business License # (if applicable): _____

Contact Information:

Contact Person: _____

Title: _____

Mailing Address (If other than above): _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Facsimile Number: _____

E-Mail Address (Required): _____

SECTION III: SUBSCRIBER INFORMATION

Complete the Subscriber Information Spreadsheet and submit it with the CREF Application and Contract available in the Community Net Energy Metering section of www.pepco.com/greenpowerconnection. A Subscriber Information Spreadsheet is not required at the time the CREF Application and Contract is submitted. However, the CREF will be issued permission to operate only after the Subscriber Organization has provided at least two Subscribers as required under the CREF Contract.

SECTION IV: SUBSCRIBER ORGANIZATION AUTHORIZED SIGNATURE

I hereby certify for the Subscriber Organization that:

- 1) I have read and understand the Pepco's Community Renewable Energy Facility Schedule "CREF" ("CREF Tariff"), Community Renewable Energy Facility Contract ("Contract"), and Pepco's Community Net Metering Rider "CNM"; and
- 2) I hereby agree to comply with the CREF Tariff and Contract; and
- 3) I affirm that the Subscriber Organization has the legal right to sell all electricity exported by the CREF Generator Facility listed in this application.
- 4) To the best of my knowledge, all of the information provided in this application is complete and true.

Also on behalf of the Subscriber Organization, I consent to permit the Public Service Commission of the District of Columbia and Pepco to exchange information regarding this application, and the customers/subscribers to which this application applies.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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FINAL APPROVAL FOR PEPSCO CREF TARIFF (for Pepco use only)

Entry in the CREF Tariff is hereby approved by Pepco. The date specified here represents the date the customer was entered into the Tariff.

Pepco Signature: _____ Date: _____

Printed Name: _____ Title: _____

PEPCO - DISTRICT OF COLUMBIA

COMMUNITY RENEWABLE ENERGY FACILITY (CREF) CONTRACT

Subscriber Organization Information

Name: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

This Community Renewable Energy Facility Contract ("CREF Contract"), entered into as of the date _____ is between the Potomac Electric Power Company (the "Company" or "Pepco") as the electric distribution company in the District of Columbia and as the Administrator of Standard Offer Service ("SOS Administrator") in the District of Columbia, and _____ ("Subscriber Organization"), for the Subscriber Organization to own or operate a Community Renewable Energy Facility, or CREF, for the purpose of participating in Community Net Metering in the District of Columbia. Pepco and the Subscriber Organization are hereinafter referred to as a "Party" or "Parties" to this CREF Contract.

RECITALS

WHEREAS, Pepco is required to have this standard CREF Contract applicable to CREFs participating in Community Net Metering ("CNM") that meet the requirements set forth in D.C. Code §§ 34-1501(15) and 34-1518 and applicable rules adopted by the Public Service Commission of the District of Columbia ("Commission"); and

WHEREAS, the Subscriber Organization represents that it has control of all of the electricity exported to the Company's distribution grid by the CREF;

WHEREAS, the Subscriber Organization agrees that all of the electricity exported to the Company's distribution grid by the CREF shall become the property of the SOS Administrator, and the Subscriber Organization and its Subscribers shall be compensated for such electricity in accordance with the Company's CREF Tariff (also referred to as "Schedule CREF") and CNM Rider; and,

WHEREAS, the Generator Facility has executed an Interconnection Agreement with a CREF Addendum with the Company which remains in effect.

In consideration of the agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings under this Contract:

"Anniversary Date" means the first Billing Month that the Subscriber becomes eligible to receive a CNM Credit.

"Billing Period" or "Billing Month" means the period of time (approximately thirty (30) days) between the recording of metered energy delivered to the CREF from the Company and received by the Company from the CREF and the next such recording.

"Capacity" means the maximum output, expressed in kilowatts, of an electric generator under specific conditions designated by the manufacturer, as indicated on a nameplate physically attached to the generator.

"CNM Rider" means the Company's Community Net Metering Rider "CNM".

"Commission" means the Public Service Commission of the District of Columbia.

"Competitive Electricity Supplier," or CES, means a person, other than the SOS Administrator, including an aggregator, broker, or marketer, who generates electricity; sells electricity; or purchases, brokers, arranges or markets electricity for sale to Customers, and shall have the same meaning as the term "Electricity Supplier" set forth in Section 101 of the Retail Electric Competition and Consumer Production Act of 1999, as amended by the Community Renewable Energy Amendment Act of 2013 effective December 13, 2013 (D.C. Law 20-0047; D.C. Official Code §§ 34-1501 (12A)).

"Community Net Metering" or "CNM" means a billing arrangement under which the monetary value of electric energy generated by a CREF and delivered to the Company's local distribution facilities is used to offset electric energy charges accrued during a Subscriber's applicable Billing Period.

"Community Net Metering Credit" or "CNM Credit" means a credit realized by the Subscriber based on its share in the CREF's electricity production. The CNM Credit will be reflected as a separate line item on the Subscriber's bill from Pepco.

"Community Renewable Energy Facility" or "CREF" means a Generator Facility with a Capacity no greater than five (5) megawatts that:

- a) Uses renewable resources defined as a Tier One Renewable Source;
- b) Is located within the District of Columbia;
- c) Has at least two (2) Subscribers; and
- d) Has executed an Interconnection Agreement with a CREF Addendum and a CREF Contract with the Company.

"CREF Contract" has the meaning provided in the Recitals.

"CREF Credit Rate" means a credit rate applied to Subscribers of CREFs which shall be equal to the Standard Offer Service rate for General Service Low Voltage Non-Demand (GS LV ND SOS) customer class or its successor, as determined by the Commission, based upon Section 118 of the Retail Competition and Consumer Protection Act of 1999.

"Customer" means any present purchaser of distribution service from PEPCO for a Premise located in the District of Columbia in whose name the account is maintained. Such purchaser may be a person or persons, partnership, association, corporation, governmental agency or other entity or its duly authorized representative.

"Generator Owner" means entity that owns the CREF's Generator Facility.

"Interconnection Agreement" or **"IA"** means the document(s) required by the Company for a generator to interconnect and deliver energy to the Company's system.

"Interconnection Equipment" means all equipment and facilities owned by the Generator Owner and located on the CREF's side of the Point of Delivery installed to interconnect and deliver energy to the Company's system, including but not limited to connection, switching, transformation, protective relaying and safety equipment.

"Generator Facility" means all of a CREF's plant and equipment, including the generator, inverter, storage devices, and Interconnection Equipment, located on the CREF's side of the Point of Delivery.

"Point of Delivery" is the location where the CREF's Interconnection Equipment and the Company's electric distribution system are connected.

"Premise" means the Customer's building, or part of a building with its appurtenances, where the Customer takes service from the Company under a unique account number(s).

"Renewable Energy Credits" or **"RECs"** shall have the same definition as stated in D.C. Code Section 1431(10).

"Standard Offer Service Administrator" or **"SOS Administrator"** means the provider of Standard Offer Service mandated by Section 109 of the Retail Electric Competition and Consumer Protection Act of 1999.

"Standard Offer Service Customer" or **"SOS Customer"** means a Customer who elects to take supply from the SOS Administrator.

"Subscribed Energy" means the portion of a CREF's energy production that is allocated to Subscribers for the calculation and payment of CNM Credits.

"Subscriber" means a Customer of a Competitive Electricity Supplier or a SOS Customer in the District of Columbia who owns a Subscription in a CREF and who has identified an individual billing meter within the District of Columbia to which the Subscription shall be attributed.

"Subscriber Organization" is the entity identified under the "Subscriber Organization Information" section of this Contract.

"Subscription" means an interest in a CREF's electrical production.

"Subscription Percentage" means the percentage of a CREF's electrical production allocated to a Subscriber for calculation and payment of CNM Credits.

"Tier One Renewable Resources" per D.C. Code Section 1431 (15), include: solar energy; wind; qualifying biomass; methane from anaerobic decomposition of organic materials in a landfill or wastewater treatment plant; geothermal; ocean, including from waves, tides, currents, and thermal differences; and fuel cells producing electricity from a tier one resource.

"Unsubscribed Energy" means the portion of a CREF's electrical production that is not allocated to Subscribers for the calculation and payment of CNM Credits.

ARTICLE II: COMMUNITY NET METERING OVERVIEW

Community Net Metering provides the opportunity for Pepco's distribution Customers in the District of Columbia to participate in the development of distributed renewable energy generation by purchasing a Subscription to a portion of the electricity produced by a CREF from a Subscriber Organization. Customers may have Subscriptions to more than one CREF. For each Subscription, Customers will receive a CNM Credit on their monthly bill from Pepco. Customers who participate as a Subscriber in Community Net Metering will be served under Pepco's Community Net Metering Rider, Rider "CNM", as applied to their normally applicable tariff. The calculation of the monthly CNM Credit for a Subscriber is explained in detail in Rider "CNM." Customers purchasing a Subscription to a CREF should read and understand Pepco's Schedule CREF and Rider "CNM."

Additional information is provided on the Company's Community Net Metering website at www.pepco.com/greenpowerconnection.

Pepco is not a party to and does not have access to any contractual arrangements among the Subscriber Organizations, the CREF Owners, and the Subscribers. In addition, these contractual arrangements are not subject to the jurisdiction of the Commission.

ARTICLE III: QUALIFICATIONS

It is the purpose of this CREF Contract to set forth the terms under which a Subscriber Organization can sell the electricity exported to the Company's distribution grid by the CREF. CREFs shall not have a generating capacity of more than 5000 kW. Service is provided under this Contract subject to the provisions listed below.

For the interconnection of a Generator Facility, the Company and the Generator Owner shall follow the interconnection procedures set forth in the District of Columbia Small Generator Interconnection Rules, Chapter 40 of Title 15 of the DCMR, prior to entering into this CREF Contract.

ARTICLE IV: TERM

The term of this CREF Contract shall commence on _____ and shall extend initially for one year and will automatically extend for periods of three months thereafter, unless terminated pursuant to the terms herein, legal mandate, or Commission directive.

ARTICLE V: SUBSCRIBER ORGANIZATION

Attachment 1 to this CREF Contract is the Subscriber Organization's CREF Contract Application Form ("Application Form") which includes certain information concerning the Subscriber Organization, the CREF and its Subscribers. The Application Form includes the list of Subscribers that will be in effect when the CREF begins operation.

Once a CREF has received all required authorizations from Pepco and become operational, a Subscriber Organization may update its Subscribers no more frequently than once per quarter or more frequently when the number of Subscribers falls below two (2).

Updates to the Subscriber Organization's list of Subscribers received by the Company on or before 10th day of the month should be processed within thirty (30) days. If, under extenuating circumstances, the Company is not able to process the updates within thirty (30) days, the Company will notify the Customer and the Subscriber Organization and provide an estimated date of completion that shall not exceed ninety (90) days.

Updates to the Subscriber Organization's list of Subscribers received by the Company after the 10th day of the month should be processed within sixty (60) days. If, under extenuating circumstances, the Company is not able to process the updates within sixty (60) days, the Company will notify the Customer and the Subscriber Organization and provide an estimated date of completion that shall not exceed ninety (90) days.

The Subscriber Organization shall not be considered a public utility or a Competitive Electricity Supplier and shall own any RECs associated with the electricity generated by the CREF, unless the RECs are explicitly contracted for through a separate agreement.

The SOS Administrator shall pay the Subscriber Organization for any Unsubscribed Energy produced by the CREF. The price paid for the Unsubscribed Energy will be the hourly PJM Pepco DC fixed nodal weighted aggregate locational marginal price for energy adjusted as necessary to include ancillary service charges.

ARTICLE VI: COMMUNITY RENEWABLE ENERGY FACILITIES

The Generator Facility intending to participate in Community Net Metering as part of a CREF must execute an Interconnection Agreement with the CREF Addendum with the Company so that it is authorized to export electricity pursuant to Chapter 40 of Title 15 of the District of Columbia Municipal Regulations. The executed Interconnection Agreement and the executed CREF Addendum for each generator participating as a Generator Facility under this CREF Contract are included in Attachment 2 of this CREF Contract.

A CREF must have not less than 2 subscribers at all times. In the event a CREF falls below two (2) Subscribers, the Subscriber Organization shall notify the Company within seventy-two (72) hours. For a CREF with fewer than two (2) Subscribers for more than thirty (30) days, the CNM Credit payments will be discontinued and the CREF is subject to disconnection from the Company's distribution system.

For a Generator Facility to participate in Community Net Metering as a CREF, the Generator Facility must:

- a. be directly interconnected with the Company's distribution system; and
- b. execute an Interconnection Agreement and CREF Addendum with the Company; and
- c. follow all procedures and all standards for performance and safety for interconnection set forth in Chapter 40 of Title 15 of the District of Columbia Municipal Regulations;
- d. be subject to the distribution level generation requirements set forth in Chapter 41 of Title 15 of the District of Columbia Municipal Regulations; and
- e. have 2 or more Subscribers, as discussed in the paragraph above.

The Subscriber Organization or the CREF's owner may file a complaint with the Commission to object to or appeal the cessation of payments to the Subscriber Organization for unsubscribed energy or for disconnection from the grid. As a non-residential entity the CREF is subject to Chapter 18 of Title 15 of the DCMR.

In no event shall the electricity generated by a CREF be eligible for net energy metering and billing.

ARTICLE VII: SUBSCRIPTIONS

In its Application Form (Attachment 1), the Subscriber Organization shall provide (i) the name, address and account number of each Subscriber and (2) the percentage interest of each Subscriber (the Subscription Percentage) in the electrical production of the CREF. Under no circumstance shall a Subscriber Organization sell Subscriptions totaling more than one-hundred percent (100%) of the CREF's electrical production.

Each Subscription is intended to offset part or all of a Subscriber's own historical electrical requirements. Subscribers may have Subscriptions to more than one CREF. In no event may a Subscriber offset more than one-hundred and twenty percent (120%) of the Subscriber's billing meter consumption over the previous twelve (12) months. To determine the Subscriber's previous twelve (12) months of electricity consumption, the Company shall use the Subscriber's electricity consumption for the twelve (12) months immediately prior to the first Billing Month upon which the Subscriber is eligible to receive a Community Net Metering Credit. If the Subscriber does not have a twelve (12) month billing history as of that first Billing Month, the Company will allow the Subscriber to choose to use a proxy for the Subscriber's previous twelve (12) months consumption based on either:

- a) the twelve (12) month billing history associated with the Subscriber's Premise, including billing history of the Subscriber and/or the billing history of previous Customers in the Premise; or
- b) the then-current average annual consumption of a Customer in the Subscriber's distribution rate class.

The Company will update the Subscriber's previous twelve (12) months of consumption once a year upon reaching the Subscriber's Anniversary Date.

If a Subscriber designates a set of individual billing meters that are combined for billing purposes, the CNM Credit shall be applied to the single billing account and shall not be more than one-hundred and twenty percent (120%) of the combined total of the electricity consumption for all of the individual billing meters over the previous twelve (12) months.

If the Subscriber is served by a Competitive Electricity Supplier, the Subscriber will be billed by the CES for the full kilowatt-hours consumed by the Subscriber during the Billing Month at the CES's billing rate. If Subscriber is served under Standard Offer Service, the Subscriber will be billed for the full kilowatt-hours consumed by the Subscriber during the Billing Month at the applicable SOS billing rate.

Any net costs for the implementation of Community Net Metering incurred by the Company that are approved by the Commission shall be recovered through a CREF Administrative Charge assessed solely to Subscribers.

The Company may require the CREF and its Subscribers to have their meters read on the same billing cycle.

Except where otherwise set forth herein, Subscribers are eligible to receive CNM Credits so long as the CREF qualifies as a CREF and continues to export electricity to the Company's distribution grid.

ARTICLE VIII: SALE OR TRANSFER OF SUBSCRIPTIONS

Customers, as Subscribers, may sell, or transfer their Subscriptions in accordance with the contractual arrangement between the Subscriber Organization and the Subscriber. The Subscriber Organization will be responsible for notifying Pepco of such sales or transfers. Sales or transfers of Subscriptions to a CREF may take effect up to ninety (90) days from the notice of the transaction by the Subscriber Organization to the Company.

An entity selling or transferring a Subscription to a CREF shall provide a disclosure to the potential Subscriber that includes the following, prior to the sale or transfer of that Subscription:

- a. A good faith estimate of the annual kilowatt hours to be delivered by the CREF based on the size of the Subscription;
- b. A plain language explanation of the terms under which the bill credits will be calculated;
- c. A plain language explanation of contract provisions regulating disposition or transfer of the Subscription;
- d. A plain language explanation of the costs and benefits to the potential Subscriber based on the Subscriber's current usage and applicable tariff, for the term of the proposed contract.

ARTICLE IX: COMMUNITY NET METERING CREDIT (CNM Credit)

Each Billing Month, the Company shall calculate the value of a Subscriber's CNM Credit as set forth in the Company's CNM Rider "CNM." The CNM Credit for each of the CREF Subscriptions shall be displayed as a separate line item on the Subscriber's monthly bill.

Any CREF production allocable to a Subscriber in excess of the Subscriber's maximum allowable consumption offset shall be deemed Unsubscribed Energy and be made available for purchase by the SOS Administrator.

Any dispute related to the accuracy or calculation of a Subscriber's bill is subject to the Commission's Complaint Procedures under Chapter 3 of Title 15 of the DCMR.

ARTICLE X: METERING

The amount of electricity generated by a CREF each Billing Month and available for purchase as Subscribed and Unsubscribed Energy shall be determined by a revenue quality interval meter (production meter). The Subscriber Organization shall be responsible for the cost of purchase, installation, maintenance, testing, repair, and replacement of metering and data acquisition equipment. The production meter shall be capable of recording energy production based on intervals of at least five (5) minutes. After installation of the production meter, it shall become the Company's responsibility to determine that the production interval meter has been properly installed, in accordance with industry standards.

ARTICLE XI: RIGHT OF ACCESS

The Company shall have access to the disconnect switch and metering equipment of the Generator Facility at all times. The Company shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

ARTICLE XII: CONTINUITY OF SERVICE

Service under this CREF Contract is subject to (1) the disconnection provisions (1) in the applicable Interconnection Agreement and (2) disconnection due to the failure of the Generator Facility to meet the requirements to be a CREF, including the failure of the Subscriber Organization to maintain two or more Subscribers.

ARTICLE XIII: GOVERNMENTAL AUTHORIZATIONS

The Subscriber Organization/CREF shall obtain all governmental authorizations and permits required for operation of the CREF and shall maintain all required governmental authorizations and permits required for the CREF during the term hereof. The Subscriber Organization shall provide copies of any such authorizations, permits and licenses to the Company, in compliance with Chapter 40 of Title 15 of the DCMR.

ARTICLE XIV: LIMITATION ON DAMAGES

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article XIV shall survive the termination or expiration of the Agreement.

ARTICLE XV: INDEMNIFICATION

This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this CREF Contract. Liability under this provision is exempt from the general limitations on liability found in Article XIV.

The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Contract on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

ARTICLE XVI: ASSIGNMENT

This CREF Contract shall not be assigned, pledged, or transferred by either party without the written consent of the non-assigning party, which consent shall not be unreasonably withheld. All assignees, pledgees or transferees shall assume all obligations of the party assigning the CREF Contract. If this CREF Contract is assigned without the written consent of the non-assigning party, the non-assigning party may terminate the CREF Contract.

ARTICLE XVII: BREACH; TERMINATION

Except for termination of this CREF Contract pursuant to the second paragraph of Article VI, if the Subscriber Organization at any time fails to meet any of the other requirements set forth in this CREF Contract, Pepco shall notify the Subscriber Organization in writing of such breach. Pepco may terminate the CREF Contract if the breach is not cured within twenty (20) business days of written notice. The Company shall not be liable to the Subscriber Organization for damages of any kind resulting from a termination pursuant to this paragraph.

ARTICLE XVIII: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this CREF Contract, or with respect to any other matters arising in connection with this CREF Contract, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIX: MODIFICATION

No modification to this CREF Contract shall be valid unless it is in writing and signed by both parties hereto.

ARTICLE XX: APPLICABLE LAWS

This CREF Contract is made in accordance with the laws of the District of Columbia and shall be construed and interpreted in accordance with the laws of the District of Columbia. The effective Community Net Metering rules of the Commission are applicable to this CREF Contract.

ARTICLE XXI: INTEGRATION

The terms and provisions contained in this CREF Contract between the Subscriber Organization and the Company constitute the entire CREF Contract between the Subscriber Organization and the Company for the CREF set forth herein to participate in Community Net Metering and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Subscriber Organization and the Company regarding the CREF.

ARTICLE XXII: INTERPRETATION

If any inconsistency exists between any provisions in Articles I through XXI of this CREF Contract, Pepco may, in its sole discretion, choose which provision shall control.

ARTICLE XXIII: SEVERABILITY

The invalidity of any provision of this CREF Contract shall not affect the validity or enforceability of any other provision set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, all as of the day and year first above written.

Potomac Electric Power Company

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Subscriber Organization

Signature: _____ Date: _____

Printed Name: _____ Title: _____