



Nautilus Community Solar, LLC  
 396 Springfield Avenue, 2<sup>nd</sup> Floor  
 Summit, NJ 07901

**RESIDENTIAL COMMUNITY SOLAR GARDEN SUBSCRIBER AGREEMENT  
 SUMMARY OF TERMS**

|   |   |
|---|---|
| Subscriber Name:  |   |
| Program:  | Xcel Energy Solar*Rewards Community Program   |
| Utility:  | Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy, Inc. |
| Utility service address and county:   |   |
| Utility account number (if applicable)  | CSAH 25   |
| Subscriber billing address:   |   |
| Subscription size (kilowatts)/Percentage Allocation:                                    | To be confirmed prior to the Service Term Start Date.   |
| Project/SRC #:  | To be confirmed prior to the Service Term Start Date.   |
| Upfront cost to You:  | \$0   |
| Utility Bill Credit rate:   | Value of Solar rate, vintage year to be determined prior to the Service Term State Date.                |
| Discount to Electric Utility Rate for Bill Credits:                                     | 10%   |
| Term:   | 1 year, automatic renewal   |
| Cancellation Fee:   | \$0   |
| <i>Please see below for details regarding the Subscription Rate, term, and renewal.</i> |   |

**YOUR RIGHT TO CANCEL RIGHT AFTER SIGNING**

**YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT.** You are further advised that under Minnesota law, in addition to any other rights that you may have under this Agreement or otherwise, you have the right to cancel a home solicitation sale until midnight of the third business day after the day on which the home solicitation sale occurs. Cancellation is evidenced by you giving written notice of cancellation to us at the address stated in this Agreement. Notice of cancellation, if given by mail, is effective upon deposit in a mailbox, properly addressed to us and postage prepaid. Notice of cancellation need not take a particular form and is sufficient if it indicates, by any form of written expression, your intention not to be bound by the home solicitation sale.

**RESIDENTIAL COMMUNITY SOLAR GARDEN SUBSCRIBER AGREEMENT  
CONTRACT TERMS AND CONDITIONS**

**1. PARTIES.** This Subscriber Agreement (this “Agreement”) is entered into by and between [\_\_\_\_\_] c/o Nautilus Community Solar, LLC (“Nautilus”) and you (“You” or the “Subscriber”) (each individually, a “Party,” and collectively, the “Parties”).

Nautilus: Nautilus (or its designee) will operate and maintain a solar energy facility (a “Project”), deliver the energy generated by the Project to Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy, Inc. (the “Electric Utility”), and instruct the Electric Utility to allocate a portion of any credits (“Bill Credits”) arising under Xcel Energy’s Solar\*Rewards Community program in Minnesota, the “Program”) to You.

Subscriber: You agree to pay a discounted rate each month (the “Subscription Rate”) for Nautilus’s allocation of Bill Credits to You, as described below.

**2. SUBSCRIPTION RATE.** The Subscription Rate will be a ten percent (10%) discount to the Electric Utility’s rate for Bill Credits, calculated as ninety percent (90%) multiplied by the Applicable Rate defined in Section 3(a)(iii).

**3. PROGRAM MECHANICS.**

(a) Program Mechanics. Through this Agreement, when a Project with available capacity becomes available to Nautilus, You will participate in the Program, subject to meeting the eligibility criteria set forth in Section 7. The Program enables You to receive credits on Your electric bill for energy delivered by a solar energy facility to the Electric Utility, as follows:

(i) In accordance with the Program, Nautilus will allocate a portion of the Project’s output (“Percentage Allocation”) to any or all account(s) with the Electric Utility chosen by Nautilus that are owned by You, eligible under the Program, and associated with a service address (the “Service Address”) in the Electric Utility’s service territory (any such account, “Your Electric Utility Account”), and inform the Electric Utility of the Percentage Allocation.

(ii) Each month, the Electric Utility will apply any Bill Credits arising under the Program to Your Electric Utility Account bill. The Bill Credits will be calculated as the product of (A) the total energy generated by the Project and delivered to the Electric Utility (in kWh), (B) the Percentage Allocation (A and B together, the “Monthly Allocation”), and (C) the Applicable Rate.

(iii) The “Applicable Rate” is the per kWh monetary value of Bill Credits under the Program. For purposes of calculating the Subscription Rate, Nautilus will use the Applicable Rate (A) as stated on Your bill from the Electric Utility or (B) as published by the Electric Utility for the applicable period. Nautilus will only use method “(B)” if the Electric Utility does not state the Applicable Rate on Your bill or if such bill is not available to Nautilus.

(b) Reporting. Nautilus will send You a report each month and once each year setting forth the total amount of Bill Credits You have received and the total amount that You have paid to Nautilus. If the Electric Utility does not state the Applicable Rate on Your bills from the Electric Utility or if such bills are not available to Nautilus, will estimate the amount of Bill Credits using the Applicable Rate as published by the Electric Utility for the applicable period.

(c) Adjustments. You agree that Nautilus may (in its sole discretion) modify the Percentage Allocation to (i) comply with the rules governing the Program, the Electric Utility’s tariff, rules, and requirements (collectively, the “Tariff”), or applicable law; (ii) maximize allocations of Bill Credits to You, subject to available Project capacity and the requirements of the Project’s other subscribers; or (iii) enable a change in the Project, including temporarily setting the Percentage Allocation to zero. You further agree that Nautilus may allocate any excess Bill Credits accumulated by the Project (“Excess Bill Credits”) to You, subject to the rules governing the Program, the Tariff, and applicable law. You shall pay for Excess Bill Credits at the Subscription Rate (or such other rate required under the Program rules, the Tariff, or applicable law), as set forth in the applicable invoice.

**4. INVOICING AND PAYMENT.**

(a) Reserved.

(b) Invoicing. Nautilus will send You an invoice each month after the Service Term Start Date. Invoices will reflect any amounts owed by You to Nautilus for its allocation of Bill Credits to You, calculated as the Monthly Allocation multiplied by the Subscription Rate. The invoice due date will be no less than ten (10) days after the invoice has been sent.

(c) Payment Method. You may pay the amount due by authorizing an automatic payment from Your checking account or credit card.

(d) Late Fees. Any amount owed by You under this

Agreement that is not paid within twenty (20) days of the due date set forth on the applicable invoice will accrue interest annually at eight percent (8%) (or the maximum rate permitted under applicable law, if less). If You authorize an automatic payment method pursuant to Section 4(c), You agree that the late fees described in this Section 4(d) may be assessed automatically via electronic fund transfer from Your designated account when Nautilus processes the next automatic payment of a monthly or final invoice.

(e) Billing Disputes. Nautilus is responsible for resolving any disputes with the Utility or You about the accuracy of the production from the Project. The Utility is solely responsible for resolving any dispute with You about the applicable rate used to determine the amount of Your Bill Credits.

(f) Unsubscribed Energy. If any portion of the Project's generation is unsubscribed, it shall be sold directly to the Utility and we shall be entitled to all compensation due from the Utility for such unsubscribed portion of the generation, with no compensation or allocation due to You.

(g) Utility Billing. During the Service Term, you will continue to receive monthly bills from your Utility. The Bill Credits provided to you will be shown on your Electric Utility Account bill. The Bill Credits may not offset the entirety of the amounts due by you to the Utility in any given month. On occasion the Bill Credits could also exceed the entirety of the amount due by You in a given month. Such an excess of Bill Credits is most likely to occur in the summer months and, on such occasions, the Utility may defer the application of excess Bill Credits to subsequent months. You will still need to make payments to the Utility of any amount that is not offset by the Bill Credits. You are responsible for making these payments due to the Utility under Your Electric Utility Account.

## **5. EFFECTIVE DATE; TERM; RENEWAL**

(a) Effective Date. This Agreement becomes effective on the date that it is signed or electronically agreed to by You (the "Effective Date").

(b) Service Term. The initial service term shall commence on the first day of the first month for which the Electric Utility has applied a Bill Credit to Your Electric Utility Account (the "Service Term Start Date"). The initial service term shall expire on the first (1<sup>st</sup>) anniversary of the Service Term Start Date (the "Initial Service Term" and together with any Renewal Term, the "Service Term").

(c) Renewal. This Agreement shall automatically renew, and the Service Term shall be automatically extended, for one (1) year terms (each, a "Renewal Term") until the earlier of (i) a termination by You or

Nautilus in writing to the other Party at least thirty (30) days in advance of the last day of the Service Term and (ii) the twenty-fifth (25<sup>th</sup>) anniversary of the Service Term Start Date.

## **6. TAXES.**

(a) Federal Tax Matters. Subscriber and Nautilus agree that (i) the purchase and sale of the services described in this Agreement (the "Services") shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option that would result in this Agreement being treated as other than a service contract under Internal Revenue Code Section 7701(e).

(b) State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Services (and any other transaction contemplated by this Agreement) by any governmental authority having jurisdiction over Subscriber, the Project, or Nautilus if any.

(c) Neither Nautilus nor the Utility makes any representation concerning the taxable consequences to you with respect to your receipt of Bill Credits or other tax issues relating to participation in the Project.

## **7. SERVICE TERM REQUIREMENTS; ELIGIBILITY; CUSTOMER AUTHORIZATIONS.**

(a) Service Term Requirements. The obligation of Nautilus to allocate a Percentage Allocation from a Project to You, and initiate the Service Term is subject to the satisfaction of the following conditions, and Nautilus may terminate this Agreement if any of the following conditions are not satisfied:

(i) Subscriber meets the following Program criteria (the "Eligibility Criteria") (A) Your Electric Utility Account is owned by You and is associated with the Service Address; (B) the Service Address is located within the Electric Utility's service territory (B) Your Service Address must be located in the same county or a contiguous county to where the Project is located (C) the actual or anticipated size of the Percentage Allocation for Your Electric Utility Account shall amount to the equivalent of at least two hundred (200) watts; and (D) the sum of the actual or anticipated kWhs of energy associated with the Percentage Allocation for Your Electric Utility Account (combined with any other distributed generation resources or contracts therefor serving Your Service Address) shall not exceed one hundred twenty percent (120%) of Your historic annual kWh usage for such account (or forecasted usage if annual historic data is not available).

(ii) A Project becomes available to Nautilus and such Project is commercially viable, as determined by Nautilus in its sole discretion, including through evaluation and confirmation of the development of the Project, the availability of anticipated incentives, rebates, tax credits or deductions, or other benefits, and any changes to the Program or applicable law;

(iii) The representations made by You in Section 9(b) are true and complete;

(iv) This Agreement has been approved by Nautilus's financing partners; and

(v) Subscriber meets Nautilus's credit criteria, as determined by Nautilus in its sole discretion.

(b) Creditworthiness. In connection with the foregoing, You authorize Nautilus to perform a credit check and to share Your credit information with Nautilus's or third-party financing partners to determine Your satisfaction of applicable credit criteria.

(c) Subscriber Utility Account Authorizations.

In connection with the Services, You agree to provide to Nautilus Your Electric Utility account number and to authorize Nautilus to obtain Your Electric Utility Account number, historical electricity consumption data, current and historical electricity rate data, low-income program eligibility (if applicable), and other energy-related data (the "Utility Data") from the Electric Utility, as set forth more specifically in the Subscriber Agency and Consent Form attached as Exhibit B. You agree to sign and return to Nautilus the Subscriber Agency and Consent Form. This authorization shall be valid from the Effective Date, through the Service Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement or for such other period authorized by the Subscriber Agency and Consent Form. You agree to update this information and sign an updated Subscriber Agency and Consent Form upon reasonable request.

(d) Use of Subscriber's Data. You authorize Nautilus to provide the Electric Utility with the following information: Your name, Your Electric Utility Account, Your mailing address, the Service Address, Your Percentage Allocation, and any other information required pursuant to the Subscriber Agency and Consent Form in Exhibit B (together with the Utility Data, collectively "Subscriber's Data"). You also authorize Nautilus to use these data and other data collected to make other business offers to You, subject to the requirements of applicable law.

(e) Authorization to communicate with Utility. You authorize Owner to communicate with the Electric Utility on your behalf and update information related to Your Electric Utility Account, which shall include the Xcel

Energy Subscriber Agency Agreement and Consent Form, solely for the purpose of maintaining the allocation of Bill Credits to your Account from the Project.

## **8. PROJECT OWNERSHIP AND ATTRIBUTES.**

(a) Project Ownership. You understand and agree that this Agreement is for the Services and is not a contract to sell or lease the Project to You or a contract to sell energy to You. Nautilus (or its designee) owns the Project and the energy produced by it for all purposes.

(b) Project Attributes. You understand and agree that, subject to the requirements of the Program and applicable law, all credits (including tax credits, emission reduction credits, renewable energy credits, and carbon offset credits, but excluding any Bill Credits allocated to You), benefits, incentives, attributes, and rebates, howsoever entitled, derived, or attributable from or to the Project, whether existing now or in the future (the "Project Attributes"), are the property of and for the benefit of Nautilus (or its designee), usable and transferable at its sole discretion. You agree to reasonably cooperate with Nautilus (or its designee) so that it may claim the Project Attributes. You agree to assign and transfer to Nautilus (or its designee) any and all Project Attributes in which You acquire an ownership interest. You agree to refrain from entering into any agreement that would entitle You or a third party to claim the Project Attributes.

(c) Renewable Energy Claims. In accordance with Section 8(b), You understand that You are not purchasing renewable energy directly and therefore have no claim to any renewable energy credits ("Renewable Energy Credits") that may be associated with generation from the Project. The Renewable Energy Credits shall be owned by Nautilus unless transferred by Nautilus to or another third party, or unless ownership of the Renewable Energy Credits accrues to a third party pursuant to applicable law.

## **9. REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) Nautilus. Nautilus agrees to protect Subscriber's Data and, except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, Nautilus will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to Nautilus's affiliates, financiers, lawyers, accountants, or agents and only to the extent reasonably required to facilitate service to Subscriber.

(b) Subscriber. Subscriber represents, warrants, and covenants to Nautilus:

(i) Subscriber is at least 18 years of age;

(ii) Subscriber is authorized to execute this Agreement, obtain the Services, disclose the Account Credentials and the Utility Data, and participate in the Program on behalf of each owner of each of Your Electric Utility Accounts;

(iii) Subscriber, to the best of its knowledge, meets the Eligibility Criteria and agrees to not take any actions that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

(iv) Subscriber agrees to not enter into an agreement with any other provider to receive services under the Program;

(v) Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation or Bill Credits to another person or entity, except as provided in Section 11;

(vi) Subscriber is entering into this Agreement solely to receive Bill Credits as an energy-related commodity for personal consumption, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;

(vii) Subscriber is aware that it does not have an interest in the profits or losses of the Project and will not otherwise be entitled to any profit related to the Project or by entering into this Agreement;

(viii) Subscriber acknowledges that this Agreement has not been registered under federal securities laws or registered or qualified under the securities laws of any state, based in part upon Your representations in this Agreement (provided, that no representation is made or implied by Nautilus as to the applicability or inapplicability of such securities laws);

(ix) Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation are not intended to be treated as securities under federal law, applicable state laws, or the Securities Act of 1933; and

(x) Subscriber acknowledges and agrees it will promptly notify Nautilus of any changes in Subscriber's Data.

## **10. TERMINATION.**

(a) Your Termination Rights. In addition to the cancellation right described in Section 14(1), this Agreement may be terminated by You at no cost at any time so long as You provide Nautilus with ninety (90) days' advance notice, subject to Your payment for any Bill Credits that You receive from the Electric Utility before Your termination is processed.

(b) Nautilus's Termination Rights. Nautilus may terminate this Agreement if the conditions set forth in

Section 7(a) are unsatisfied at any time during the Service Term.

**11. TRANSFER; ASSIGNMENT.** No Party may assign or transfer this Agreement without the consent of the other Party, except that Nautilus may directly or collaterally assign this Agreement, whether in whole or in part, and without Your consent or notice to You, to any affiliate, to any financing party, to any successor owner or operator of the Project, or to any entity that has agreed in writing to recognize Subscriber's rights and perform Nautilus's obligations under this Agreement. In connection with any such assignment by Nautilus, You agree to provide a written confirmation of Your obligations under this Agreement if reasonably requested by Nautilus or its assignee. Notwithstanding anything to the contrary in this Agreement, Nautilus may delegate or subcontract its obligations under this Agreement, in whole or in part, without Your consent or notice to You; provided however that notice shall be given to you within a reasonable period regarding any updated contact information for Nautilus or any successor in interest to Nautilus.

## **12. DEFAULT.**

(a) Events of Default. The following shall constitute an "Event of Default": (i) a Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days; (ii) a Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof; (iii) a Party has provided false or misleading financial or other information to enter into this Agreement; or (iv) Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

(b) Remedies. Upon the occurrence of an Event of Default in which the Subscriber is the defaulting Party, Nautilus may take any rights and/or remedies available to it at law or in equity, including ending Your participation in the Program. Upon the occurrence of an Event of Default in which Nautilus is the defaulting Party, Subscriber may terminate this Agreement and neither Party will have any further obligation hereunder. In the case of an Event of Default in which Nautilus is the defaulting Party, Subscriber's termination right pursuant to the preceding sentence is the exclusive remedy for such an Event of Default. Except as described in the preceding sentence, all rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law.

**13. FORCE MAJEURE, LIMITATIONS OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.**

(a) Force Majeure. If by reason of Force Majeure, Nautilus is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, Nautilus shall be excused from whatever performance is affected by the Force Majeure event during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, Nautilus gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" means any event, condition, or circumstance beyond the reasonable control of the affected Party, and may include, without limitation, an act of god, war (declared or undeclared), sabotage, cyberattack, riot, insurrection, civil unrest, military or guerilla action, terrorism, economic sanction or embargo, quarantine, epidemic or pandemic, civil strike, work stoppage, slow-down, or lock-out, explosion, fire, earthquake, volcanic activity, extreme weather condition or actions of the elements, hurricane, flood, lightning, wind, drought, the binding order of any governmental authority, the failure to act on the part of any governmental authority, unavailability of power from the utility grid, power or voltage surge including a grid supply voltage outside of the standard range specified by the Electric Utility, or failure of equipment not utilized by or under the control of the affected Party.

(b) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BODILY INJURY, NAUTILUS'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED THE PRODUCT OF (I) TWELVE (12) AND (II) SUBSCRIBER'S AVERAGE MONTHLY PAYMENT FOR THE MONTHLY ALLOCATION OVER THE SERVICE TERM.

(c) Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE OTHER PARTY AND ITS SUCCESSORS AND ASSIGNS, AND ITS EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS (IF ANY), FROM ANY

AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE OTHER PARTY'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

(d) No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NAUTILUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE PROJECT, OR ANY OBLIGATION OF NAUTILUS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NAUTILUS DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NAUTILUS DOES NOT WARRANT OR GUARANTEE ANY SAVINGS, THE AMOUNT OF ENERGY PRODUCED BY THE PROJECT, THE PERCENTAGE ALLOCATION, OR THE AVAILABILITY OR VALUE OF BILL CREDITS.

(e) No Guarantee. Nautilus does not make any guarantee, and Subscriber acknowledges that Nautilus does not make any guarantee, regarding the availability of a Program, the availability of a Project, the manner in which Bill Credits are calculated, the monetary value of Bill Credits, or any other element of Your bill from the Electric Utility, each of which are determined by the Electric Utility and governmental authorities pursuant to the Tariff, the Program, and applicable law and not by Nautilus. Nautilus additionally does not make any guarantee, and Subscriber acknowledges that Nautilus does not make any guarantee, regarding (x) the amount of energy that the Project will deliver to the Electric Utility or (y) the realization of any savings by You as a result of entering into this Agreement. You agree that Your Percentage Allocation may be applied against and served by any Project that (i) qualifies under the Program and (ii) from which Your Electric Utility Account is eligible to receive Bill Credits, as selected by Nautilus in its sole discretion. Nautilus does not make any guarantee, and Subscriber acknowledges that Nautilus does not make any guarantee, regarding the specific Project that will be used in providing You with the Services.

(f) Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or a Party's right to enforce that provision.

(g) Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect

under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

(h) Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and Nautilus arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith, in which case Subscriber agrees to contact Nautilus by telephone at 1-866-969-4129 or in writing by sending an email to [Customercare@nautilusolar.com](mailto:Customercare@nautilusolar.com). Nautilus agrees to maintain a process and procedure to resolve Subscriber inquiries in compliance with the requirements of the Program. Additional dispute resolution terms, if any, shall be set forth in Your State-Specific Disclosures.

(i) Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY ENTERING INTO THIS AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### 14. MISCELLANEOUS.

(a) Reserved.

(b) Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

(c) Entire Agreement. This Agreement contains the entire agreement between Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements between the Parties relating to the subject matter hereof. This Agreement includes any exhibit attached hereto.

(d) Amendments. This Agreement may only be amended in a writing signed (or electronically agreed to) by both Parties.

(e) Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.

(f) Survival. The provisions of Sections 4, 6, 8, 10(b), 12(b), 13, and 14 of this Agreement shall survive the expiration or earlier termination of this Agreement.

(g) Governing Law. The Agreement is made in the state of Minnesota and will be governed by the laws of

the state of Minnesota, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 13(h) shall be resolved by a court of competent jurisdiction Hennepin County, and Subscriber agrees to submit to the personal jurisdiction of Minnesota and the state courts located in Hennepin County for the purposes of litigating all such disputes, disagreements, and claims.

(h) Counterparts; Electronic Approval. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties. Each Party intends and agrees that, alternatively, this Agreement may be agreed to by affirmation through electronic signature, electronic checkbox, or similar authentication, and that any such electronic authentication shall be deemed a binding acceptance of this Agreement having the same force and effect as a manual signature.

(i) Reserved.

(j) Project Information. A copy of the Program contract between Nautilus and the Utility for the applicable Project, the Utility's rate for Bill Credits and other information about the Project and Your Percentage Allocation will be made available by Nautilus at a website to be provided prior to the Project becomes operational. Information about the Program, including the Utility's rate for Bill Credits for each Project vintage year also is available in the Utility's tariff, which can be accessed at the following website: [https://www.xcelenergy.com/staticfiles/xcelresponsive/Company/Rates%20&%20Regulations/Me\\_Section\\_9.pdf](https://www.xcelenergy.com/staticfiles/xcelresponsive/Company/Rates%20&%20Regulations/Me_Section_9.pdf).

(k) Disclosure Checklist. You acknowledge (with Your signature on this Agreement) that you have reviewed and understood the contents of the disclosure checklist attached as Exhibit A and any additional disclosure form that Nautilus provides upon additional Project information becoming available.

(l) Cancellation Right; Notice to Subscriber. **You may cancel this Agreement with no charge or penalty at any time prior to midnight on the third (3<sup>rd</sup>) business day after of the date of this Agreement, which is listed on the signature page for this Agreement.** By entering into this Agreement, Subscriber acknowledges that Subscriber has read and understands this Agreement in its entirety.

(m) Project Outages. If the Project is out of service for more than seven (7) consecutive business days (an "Outage"), Nautilus will inform you of such Outage either via email, or another reasonably accessible communication method. Such communication will include the estimated duration of the Outage and estimated production that will be lost due to Outage.

Under no circumstances will any Outage affect electricity service to your home.

**THE DATE OF THIS AGREEMENT AND THIS TRANSACTION IS: \_\_\_\_\_.**

**YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT.** You are further advised that under Minnesota law, in addition to any other rights that you may have under this Agreement or otherwise, you have the right to cancel a home solicitation sale until midnight of the third business day after the day on which the home solicitation sale occurs. Cancellation is evidenced by you giving written notice of cancellation to us at the address stated in this Agreement. Notice of cancellation, if given by mail, is effective upon deposit in a mailbox, properly addressed to us and postage prepaid. Notice of cancellation need not take a particular form and is sufficient if it indicates, by any form of written expression, your intention not to be bound by the home solicitation sale.

**BY SIGNING BELOW, YOU AFFIRM AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, IN ITS ENTIRETY, AND THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT.**

|   |  |
|---|--|
| <b>SUBSCRIBER</b><br>By: _____<br>Name: _____<br>Date: _____                | <b>NAUTILUS</b><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____ |
| <b>CO-SIGNER (if applicable)</b><br>By: _____<br>Name: _____<br>Date: _____ |  |

**NOTICE TO CO-SIGNER: FOR PURPOSES OF THIS NOTICE, “YOU” OR “YOUR” MEANS THE COSIGNER(S). YOUR SIGNATURE ON THIS AGREEMENT MEANS THAT YOU ARE JOINTLY AND SEVERALLY LIABLE WITH THE SUBSCRIBER FOR PAYMENT UNDER THIS AGREEMENT. IF THE SUBSCRIBER DOES NOT PAY, WE HAVE A LEGAL RIGHT TO COLLECT FROM YOU. YOU FURTHER AGREE THAT SUBSCRIBER MAY ACT AS YOUR LEGAL AGENT WITH THE AUTHORITY TO COMMIT AND BIND YOU IN ALL RESPECTS IN ALL MATTERS PERTAINING TO THIS AGREEMENT AND THE SYSTEM.**

**Exhibit A**

**Community Solar Garden Subscriber Checklist for Minnesota Residential Pay-As-You-Go Subscriptions**

[Attach the document posted at <https://www.cleanenergyresourceteams.org/sites/default/files/2018-12/CSG-Disclosure-Checklists-2018.pdf>]

**Exhibit B**

**Xcel Energy Subscriber Agency Agreement  
and Consent Form**

[Form is available here: <https://www.xcelenergy.com/staticfiles/xeresponsive/Working%20With%20Us/Renewable%20Developers/MN-Subscriber-Agency-Agreement.pdf>]

***GERALD JOHNSON***

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