

Consumer Disclosure Form for Marketing Shared Net Energy Billing Projects in Maine

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at <https://www.maine.gov/mpuc/electricity/renewables/>.

*In 2019, the Maine legislature passed legislation to encourage the development of community solar and other small renewable energy projects by allowing Maine electricity consumers to share in the costs and benefits of such renewable projects. One of the programs established by the legislature is the **Shared Net Energy Billing Program** (“KWH Net Energy Billing Program”).*

*Under this program, an electricity consumer may make an arrangement to share in (or “subscribe to”) a portion of a community solar or other small renewable generation project. The consumer’s portion of the output of this project will be reflected as a **kWh credit** on the consumer’s monthly electricity bill.*

*You have received this document because you are a **residential or a small commercial electricity customer** and a project marketer, Perch Community Solar, LLC (“Perch Community Solar”) is marketing a share of such a **KWH Net Energy Billing** project to you.*

This document outlines some of the project information, contract terms and general risks and rewards of the arrangement being offered, but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage.

Additional details will be provided to you by your project sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.

This Disclosure Form, along with the General Terms and Conditions that follow and all exhibits or other documents referenced in the foregoing, are hereby incorporated by reference and constitute, in their entirety, the “Agreement.”

1. Project Description

Refer to **Disclosure Form Attachment A** for a Schedule of Potential Projects, including their sizes, estimated output, locations, and expected in-service date ranges.

2. General Description of Terms of Subscription

- You are being offered a to-be-determined percentage share of a Project's Output for a term of twenty (20) years from the Start Date as defined below in Section 14 of the General Terms and Conditions.
- Your initial subscription size will be calculated by Perch Community Solar to generate credits no greater than 90% of your estimated annual kWh electricity usage. Perch Community Solar may adjust your subscription size at any time without notice, provided that we never set a subscription size that would generate credits greater than our estimate of your annual kWh electricity usage.
- Under this arrangement, you would receive a **kWh credit** on your monthly electricity bill based on your share of the output of the project. At current rates, the estimated value of this kWh credit is approximately \$____ per month for residential customers and \$____ per month for small commercial customers based on an average electricity rate of \$____ per kWh for the residential rate class and an average electricity rate of \$____ per kWh for the small commercial class and an assumption that your share of the project produces approximately ____ kWh per month for residential customers and approximately ____ kWh per month for small commercial customers. This value will change with variations in electricity rates and project output. **Note: You should not subscribe to a project share that produces more kWh than your average kWh usage as any unused kWh credits will expire after 12 months.**
- You would pay an up-front amount of \$0.
- You would pay a **monthly fee** of 85% of the monetary value of the kWh credits that you receive. For example, if your kWh credits were valued at \$100, you would pay \$85, and your savings would be \$15. Stated another way, you are always guaranteed to save 15% of the total monetary value of the kWh credits from the solar project that you receive on your monthly electricity bill.
- Your **monthly** fee may increase or decrease over the term of your contract as electricity rates change, but you will always save 15% on the monetary value of the kWh credits that you receive, regardless of what happens to electricity rates over time.
- You would NOT be responsible for any additional project costs.
- At the end of the contract term, we may offer you the option to renew or you may subscribe to a new project, if available.
- If you fail to make payments, you may be charged interest on the amount that is unpaid. You will be in default if you fail to pay the total amount due and you have been provided written notice of such failure and fail to make a payment within fourteen (14) days of such notice.
- If you move within _____ service territory, there is no fee to transfer your address.
- If you share your project with other customers, you may sell or transfer your share to anyone else in _____ service territory that is qualified to participate in this program that has accepted the general terms and conditions of service contained in Perch Community Solar's Agreement set forth below and otherwise meets the eligibility requirements for your project. No fee will apply.

- You **may** cancel this contract as set forth in the Agreement Terms and Conditions below. If you cancel this contract, a fee will not apply.
- You **are not** entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

3. Additional Program Information

- The amount of kWh credits you receive will vary based on the amount of energy produced by your project in any given month.
- You will not receive a credit until the project begins generating.
- Perch Community Solar will choose a project share on your behalf that is roughly equal or below your electricity usage as any unused credits will expire after 12 months.
- If you move from _____ service territory, you will no longer be eligible to receive bill credits associated with the project.
- If your electricity supply is provided by a competitive electricity provider (CEP) rather than the standard offer provider, your CEP must agree to participate in Net Energy Billing arrangements in order for you to participate in this program and, your CEP charges must be included in your utility bill.
- The project you are participating in uses a renewable fuel or technology pursuant to Title 35-A § 3210(2)(B-3) of Maine statute. All renewable generation have associated “Renewable energy credits” (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. You may be entitled to the RECs associated with your share of the energy from the project. You should be aware, however, that if you sell your renewable energy credits, you are selling the renewable attribute and your usage of the generation from the project to offset your utility bill is no longer considered “renewable.”

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this project, you may reach out to the following:

Project Sponsor Information

Refer to **Disclosure Form Attachment B** for a Schedule of Project Sponsors.

Project Marketer Information (if applicable)

Perch Community Solar, LLC
(888) 893-3633
P.O. Box 170718
Boston, MA 02117
customer@perchenergy.com

Please note that the Project Sponsor, Perch Community Solar, is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with Perch Community Solar will not replace your obligations as a customer of

and any fees paid to Perch Community Solar are separate from payments and obligations you have as customers of _____.

If you have questions or want more information, see the renewable program information on the MPUC’s website at <https://www.maine.gov/mpuc/electricity/renewables/>, MPUC Rule Chapter 313 (<http://www.maine.gov/sos/cec/rules/65/407/407c313.docx>) or call the MPUC at 1-800-452-4699.

Disclosure Form Attachment A: Schedule of Potential Projects

Project name	Location	MW Size	MWh estimated annual output	Expected in-service date range

* Once you are assigned to a specific Solar Project, we will notify you of the selected Project.

Disclosure Form Attachment B: Schedule of Potential Project Sponsors

Sponsor name	Phone number	Address	Email
Enfield Hammett Road Solar LLC	561-507-1597	750 Park of Commerce Dr, Boca Raton FL 33487	AM-dynamic@mn8energy.com
Wales Pond Road Solar LLC	561-507-1597	750 Park of Commerce Dr, Boca Raton FL 33487	AM-dynamic@mn8energy.com

** Once you are assigned to a specific Solar Project, we will notify you of the Project Sponsor for that Project.



Maine Residential and Small Commercial Customer KWH Net Energy Billing Agreement		
Customer Information	Customer Name	
	Email	
	Phone	
	Billing Address	
Local Electric Utility	Utility Name	
	Utility Account Number(s) and Service Address(es)	

I. GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

1. **Parties.** In these General Terms and Conditions, the Disclosure Form (if included in the case of residential and small commercial customers), all exhibits or other documents referenced therein (this “Agreement”), the terms “you”, “customer” or “buyer” shall refer to the Customer indicated above (which includes any property owner, renter, or lessee, and any co-owner, co-renter, or co-lessee listed above, together with any of their estates, heirs, successors and permitted assigns). Customer represents and affirms that Customer is the individual lawfully receiving service from Local Utility (“Customer of Record”), spouse or partner of the Customer of Record authorized to make account decisions on behalf of the Customer of Record, or is otherwise authorized to make account decisions on behalf of the Customer of Record. Customer represents and affirms that the Customer of Record is a residential or small commercial customer of the Local Utility. The terms “Seller”, “we”, “us”, “our” or “Perch Community Solar” shall refer to Perch Community Solar, LLC, a Delaware limited liability company (together with its successors and assigns). The two parties are collectively the “Parties” and each a “Party” to this Agreement.

2. **Project Owner.** The owner of the Solar Project (the “Project Owner”) will be a third-party entity that may develop, own, and/or operate the Solar Project. Perch Community Solar may not own the Solar Project. We may not yet be working with a Project Owner in your area at the time this Agreement is signed and effective. We will coordinate with a Project Owner to identify a suitable local Solar Project with sufficient capacity, notify you upon identifying an available Solar Project, and subscribe your account in accordance with this Agreement. Where Perch Community Solar does not own the Solar Project or does not plan to own the Solar Project long term, we intend to assign or transfer this Agreement to the Project Owner.

3. **Scope of this Agreement, Effective Date.** This Agreement is effective as of the date that we countersign this Agreement (the “Effective Date”). This Agreement shall not be considered consummated and binding on the Parties until the Effective Date. KWH Credits will not immediately begin accruing on the Effective Date as Perch Community Solar may place you on a

waitlist until an eligible Solar Project with sufficient capacity becomes available and interconnected to the utility grid. The Exhibits attached to this Agreement are incorporated by reference into and are considered a part of this Agreement.

(a) **KWH Credits**. Your subscription constitutes your purchase of the KWH Credits allocated from the Solar Project to your Local Utility Account(s) on a monthly basis. The Solar Project provides electricity to your Local Utility. In return for providing this electricity, your Local Utility will provide credits to the Local Utility customer accounts designated by the Project Sponsor. Your subscription is expressed as a percentage of the total energy generated by Project (“Subscription Percentage”), which is multiplied by the per kWh electricity usage charges for the Local Utility residential or small commercial customer class, as applicable, resulting in KWH Credits that are allocated to your Local Utility account by the Local Utility. We will base your Subscription Percentage on your historical annual energy usage data and we may forecast such data if your Local Utility account has not been open for a full year in order to allocate KWH Credits that most closely align to your energy usage as permitted by law. Your initial Subscription Percentage will be set not to exceed ninety percent (90%) of your actual or estimated historical annual energy usage, as applicable. We will provide you with notice of your Subscription Percentage after we have reviewed your energy usage data and we reserve the right, but shall not be obligated, to adjust your Subscription Percentage upon reasonable notice to you. The amount or value of KWH Credits allocated to you and the size of your subscription are based on your annual energy usage; it is important to note that the amount or value of KWH Credits allocated from the Solar Project may fluctuate month to month as a result of weather, energy market pricing, utility tariffs, utility policy, changes in the governing regulations, generation from the Solar Project, or any other variables.

4. **DISCLAIMER OF WARRANTIES**. YOU UNDERSTAND THAT SOLAR PHOTOVOLTAIC (PV) GENERATION IS INHERENTLY VARIABLE AND UNPREDICTABLE. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR AMOUNT OF ENERGY SHALL BE PRODUCED BY THE SOLAR PROJECT OR THAT ANY PARTICULAR AMOUNT OF KWH CREDITS SHALL BE ALLOCATED TO YOU UNDER THIS AGREEMENT. DURING THE TERM, YOUR ALLOCATION OF KWH CREDITS MAY VARY DUE TO OUTAGES OR WEATHER CONDITIONS, OUTAGES AT THE SOLAR PROJECT OR ON THE UTILITY GRID, OR FOR OTHER REASONS. THE KWH CREDITS ALLOCATED TO YOU UNDER THIS AGREEMENT MAY NOT COVER THE FULL AMOUNTS DUE ON YOUR LOCAL UTILITY BILLS, AND YOU WILL NEED TO PAY ANY REMAINING BALANCES ON YOUR LOCAL UTILITY BILLS. YOU WILL ALSO NEED TO PAY TO US THE PERCH COMMUNITY SOLAR MONTHLY STATEMENT FOR YOUR SUBSCRIPTION FEE IN ADDITION TO PAYING YOUR LOCAL UTILITY BILL. THE KWH CREDITS ALLOCATED TO YOU UNDER THIS AGREEMENT MAY BE MORE THAN THE FULL AMOUNT DUE ON YOUR LOCAL UTILITY BILL IN SOME MONTHS, AND YOU WILL NEED TO PAY FOR ALL KWH CREDITS ALLOCATED TO YOU PURSUANT TO THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR PROJECT OWNER MAKES ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HERewith, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE

DISCLAIMERS CONTAINED HEREIN ARE “CONSPICUOUS” FOR THE PURPOSE OF SUCH APPLICABLE LAW.

5. **Subscription Fee.** In exchange for receiving KWH Credits, you will pay a Subscription Fee to Perch Community Solar (as agent for the Project Owner) equal to 85% of the monetary value of the of the KWH Credits that are allocated to your Local Utility Account(s) each month pursuant to the terms of this Agreement. The Subscription Fee will always be less than the total value of the KWH Credits allocated to you by the Local Utility. The monthly fee may include a fee for credits that are allocated to your Local Utility Account(s) by your Local Utility but that are not used to offset your charges on that particular monthly Local Utility bill. If you purchase your electricity supply from a competitive electricity provider other than the Local Utility default service provider as of the Effective Date of this Agreement, you shall utilize and maintain consolidated billing arrangements with the Local Utility and your competitive electric provider during the term of this Agreement to allow you to fully utilize KWH Credits delivered under this Agreement. Perch Community Solar reserves the right to terminate this Agreement without any further liability to Customer in the event that Customer fails to utilize and maintain consolidated billing arrangements with the Local utility and Customer’s competitive electricity provider during the term of this Agreement.
- (a) **KWH Credit Format.** The KWH Credits will appear as a line item reduction to the electricity usage shown on your Local Utility bill. In exchange for receipt of those KWH Credits, you will receive a separate bill from us for the Subscription Fee (the “Perch Community Solar Monthly Statement”). You agree to pay both your Local Utility bill and the Perch Community Solar Monthly Statement. The Perch Community Solar Monthly Statement may arrive several months after your Local Utility bill to which it applies.
- (b) **Subscription Fee Payment.** You will be responsible to pay us the Subscription Fee based upon a separate billing arrangement (“Separate Billing Arrangement”). Under this Separate Billing Arrangement, the KWH Credits will appear as a reduction to your KWh usage on your Local Utility bill. In exchange for receipt of the monetary value of the allocated KWh Credits, you will receive a separate bill from us by electronic mail for the Subscription Fee (the “Perch Community Solar Monthly Statement”). If the Local Utility provides Perch Community Solar with the information necessary for Perch Community Solar to charge you a Subscription Price based on kWh Credits consumed on your Local Utility bill rather than KWh Credits allocated to your Local Utility Account(s) each month, Perch Community Solar may elect, at its sole discretion, to charge you a Subscription Fee on your Perch Community Solar Monthly Statement based on KWh Credits consumed on your Local Utility bill. You agree to pay both your Local Utility bill and the Perch Community Solar Monthly Statement. The Perch Community Solar Monthly Statement may arrive several months after your Local Utility bill to which it applies. Perch Community Solar, and the Project Owner, reserve the right, solely in either entity’s discretion, to select or modify the method and format of billing for the Subscription Fee.
6. **Agency.** The Customer hereby appoints Perch Community Solar and/or the Project Owner to act as your agent and contact person for the limited purpose of working with your Local Utility on your behalf to select, switch, modify, arrange, or administer adjustments to effectuate such purpose as may be required by law, rule, regulation, or tariff, in order to provide you with the

applicable quantity of KWH Credits and bill you for the appropriate Subscription Fee as provided pursuant to this Agreement.

7. **Perch Community Solar Monthly Statements.** Each month you will receive a Perch Community Solar Monthly Statement from us showing a summary of the charges you have incurred, including any previous balance, the New Monthly Charges, and your Total Amount Due. The amount of your “New Monthly Charges” is your Subscription Fee. Your Total Amount Due shall be your New Monthly Charges plus any previous balance and any adjustments that may be reflected on your Perch Community Solar Monthly Statement. The Perch Community Solar Monthly Statement shall also include your due date which shall be twenty (20) days from the date of the Perch Community Solar Monthly Statement, unless we provide you with notice of a different due date to be no sooner than twenty (20) days from the date of the Perch Community Solar Monthly Statement. Please note there may be a delay of several months between when the KWH Credits appear on your Local Utility bill and when you receive the corresponding Perch Community Solar Monthly Statement from us. This is designed so that you receive the KWH Credits on your Local Utility bill before receiving our corresponding Perch Community Solar Monthly Statement. If you do not receive KWH Credits on your Local Utility bill, please contact us. You will be responsible for paying all amounts due on your Perch Community Solar Monthly Statements and for all amounts due on your Local Utility bill.

(a) **Payments.** You agree to make payments by credit/debit card or an automatic debit from your deposit account via the automated clearing house network (ACH). Perch Community Solar reserves the right, in its sole discretion, to require you to provide applicable payment information and/or to require you to execute the payment authorization agreement attached as Exhibit A in conjunction with your entering into this Agreement, or at a later date after the Agreement is executed.

(b) **Taxes.** You agree to pay for or reimburse Perch Community Solar for any taxes related to this Agreement or assessed on the delivery, sale or consumption of the KWH Credits allocated to you from the Project.

Your obligation to pay in full any amounts appearing on a Perch Community Solar Monthly Statement that are not paid as of the date of termination of this Agreement shall survive termination. You may be assessed a \$25 returned payment fee if any payments you submit are returned unpaid. You may also be assessed a monthly late payment fee equal to 1.5% of any unpaid payment amount (if a payment is not paid within 15 days from any applicable due date), or the maximum allowable rate provided by law, whichever is lower.

8. **Credit Check; Financial Statements.** We (including the Project Owner or any other assignee of this Agreement) may obtain a consumer report on you in connection with your application and from time to time in connection with this Agreement. If you ask, we will tell you whether or not one was ordered and if one was, the name and address of the consumer reporting agency that provided it. Subsequent consumer reports may be requested or used in connection with a review of your subscription, any update, renewal, modification or extension of this Agreement or the collection of amounts due under this Agreement, without further notice to you. By signing this Agreement, you are providing your signed written authorization to us, or our designee, to obtain your credit report, check your credit and employment history, and answer questions others may ask regarding your credit. You understand that we may share any such consumer report with third

parties that participate in the transactions contemplated by this Agreement (including but not limited to the Project Owner) and/or any party that intends to use the information as a potential investor, servicer or insurer in connection with a valuation of or an assessment of the risks associated with this Agreement). You certify that all information you provide to us in connection with checking your credit is true and understand that this information must be updated upon request if your financial condition changes. We will notify you in the event any adverse action is taken as a result of us obtaining your credit report and/or score, provide you with the contact information for the reporting agency that provided the credit report, and inform you of your right to obtain a free copy of that report and dispute its accuracy.

In addition, upon our request Customer will promptly provide to us, in connection with Customer's application and from time to time in connection with this Agreement, copies of Customer's audited Financial Statements for each of the three (3) years prior to the date of our request, along with a copy of Customer's internally generated interim Financial Statement for any period immediately prior to the date of our request that is not covered by such prior three (3) years of Financial Statements. Customer's delivery of such Financial Statements to us shall be accompanied by a written representation and warranty from a duly authorized officer of Customer that such Financial Statements are true and correct at the time of delivery. We may, in our discretion, waive the requirement that the Financial Statements be audited in connection with a particular request. "Financial Statement" means a financial statement as prepared for Customer in the ordinary course of business, consisting of a balance sheet, statement of income, changes in stockholders equity, and statement of cash flows, including notes, and prepared in accordance with Generally Accepted Accounting Principles used by the Financial Accounting Standards Board or the American Institute of Certified Public Accountants. Customer authorizes us to use such Financial Statements in connection with your application, including to determine eligibility which may include analysis of your Financial Statements using third-party software, review of your subscription, any update, renewal, modification or extension of this Agreement, or the collection of amounts due under this Agreement. You understand that we may share any such Financial Statements with third parties that participate in determining your eligibility for this Agreement and the transactions contemplated by this Agreement (including but not limited to the Project Owner) and/or any party that intends to use the information as a potential investor, servicer or insurer in connection with a valuation of or an assessment of the risks associated with this Agreement).

9. **Information Release Authorization.** Customer authorizes Perch Community Solar and/or the Project Owner to obtain and review the information from Customer's Local Utility as authorized by Maine law and the rules of the Maine Public Utilities Commission, or if not available from the Local Utility, Customer agrees to request such information from the Local Utility and provide to Perch Community Solar and/or the Project Owner, including, but not limited to the following information: consumption history; billing determinants; utility account number; credit information; participation in utility low income discount programs; data applicable to cold weather periods; and information pertaining to tax status and eligibility for economic development or other incentives ("Personal Information"). Customer acknowledges and consents to the release and transfer of the Personal Information via Electronic Data Interchange ("EDI") and/or other reasonably secure means of communication or data transfer as authorized by the Local Utility and/or the Public Utilities Commission. Customer also acknowledges and consents to Perch Community Solar and the Project Owner's use, creation, analysis, or manipulation of derivative data from the Personal Information to the fullest extent consistent with Federal, State,

and local laws, tariffs, rules and regulations, including rules of the Maine Public Utilities Commission. This Personal Information may be used by Perch Community Solar and the Project Owner to determine whether it will commence and/or continue to provide KWH Credits to Customer and will not be disclosed to a third party unless required by law, rule, or regulation, or as necessary to provide service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Perch Community Solar and Project Owner. This authorization will remain in effect during the Term and any applicable renewal period. Customer further authorizes Perch Community Solar and/or Project Owner as Customer's agent and contact person with the authority to use, store, and disclose Customer's Personal Information to Perch Community Solar's affiliates and designees, Project Owner's affiliates and designees, and other third parties in and outside of the United States in order to service your Local Utility Account, fulfill the terms of this Agreement, and exercise Perch Community Solar and Project Owner's rights under the Agreement during the Term. The Customer may rescind this authorization at any time by providing written notice thereof to Perch Community Solar at the address listed on this Agreement. Perch Community Solar reserves the right to terminate this Agreement without any further liability to Customer in the event that Customer rescinds all or part of this authorization.

- 10. Local Utility Account and Notification of Changes.** You hereby appoint and authorize both Perch Community Solar and the Project Owner to act as your agent for the limited purpose of making corrections to and amending any Local Utility paperwork to conform to this Agreement and to obtain information related to your Local Utility Account from the Local Utility. You also agree to provide ninety (90) days' written notice to Perch Community Solar and Project Owner under Section 15(c) if you are moving or intend to close your Local Utility Account.

We may request that you provide us the log-in credentials to access your customer account on the website of the Local Utility, including, but not limited to, the email address, username, and password associated with the account. If requested by us, you agree to provide the log-in credentials to access your customer account on the website of the Local Utility, including, but not limited to, the email address, username, and password associated with the account. You also agree to provide written notice to us under Section 28 of any change to this log-in information within seven (7) calendar days of the change. Subject to the Event of Default Provisions contained in Section 16, Perch Community Solar reserves the right to terminate this Agreement in the event: (a) you do not provide the information requested by Perch Community Solar; (b) the information you provide to Perch Community Solar is inaccurate; (c) you fail to provide written notice to us of any change to your log-in information within seven (7) calendar days of the change; or (d) Perch Community Solar is unable to access your customer account on the website of the Local Utility for any reason.

- 11. Express Consent to Telephone and Text Communications.** By providing any telephone number to us in connection with your application or this Agreement, including a number for a cellular phone, other wireless device, or a landline number that is later converted to a wireless device, you expressly consent to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us and/or our affiliates and agents. This express consent applies to each such telephone number that you have provided or will provide to us now or in the future and permits such calls for purposes of facilitating the transactions contemplated by this Agreement, servicing your subscription, and collecting amounts due under this Agreement. You

understand that these calls and messages may result in access fees from your cellular provider that shall solely be your responsibility, and that the messages may be heard by family members or third parties.

12. **Project Not Yet Constructed.** You understand that, as of the date of this Agreement, it is possible the Solar Project has not been built and has not begun to generate electricity from which credits can be calculated. We may also not yet be working with a Project Owner in your Local Utility's service territory. You understand and agree that you may be placed on a waitlist for an eligible Solar Project and we will not be able to allocate and sell to you, and you will not be able to receive any KWH Credits, until after the date the Solar Project has begun commercial operation and the Local Utility has begun to measure, calculate and allocate credits. You further understand that once you are assigned to a particular Solar Project, Perch Community Solar or the Project Owner may, in its sole discretion at any time, and without your consent, transfer your rights and obligations under this Agreement to a different Solar Project located in your Local Utility's service territory, provided such transfer shall not result in any change to your rights and obligations under this Agreement without your affirmative consent. If this occurs, Perch Community Solar will provide you notice of such transfer and identify which Solar Project you have been transferred to.
13. **Delays in Adding or Removing Customers.** We may only be permitted to make changes to customers subscribed to a Solar Project at certain intervals or there may be delays experienced in the Local Utility's ability to incorporate the KWH Credits into customer bills. For these reasons, there may be a delay of several months from the date you wish to begin receiving allocations of KWH Credits to your Local Utility Account even after the Solar Project is in operation or the date the KWH Credits cease to be allocated to your Local Utility Account upon termination. We may also have a waitlist of customers and may not be able to add you to a Solar Project until we are working with a Project Owner and space becomes available.
14. **Term.** This Agreement begins on the Effective Date and ends on the twentieth (20th) anniversary of the Start Date as defined immediately below (the "Term"), unless the Agreement is terminated or renewed pursuant to its terms. The Start Date is the first (1st) day on which the Project commences commercial operation. You will be notified of the Start Date, but you may not receive KWH Credits on your Local Utility bill until several months later.
15. **Early Termination.** This Agreement may be terminated as follows:
 - (a) **At End of Term:** This Agreement shall automatically terminate at the end of the Term unless terminated earlier pursuant to this Agreement.
 - (b) **Your Rights under Exhibit B:** You may terminate this Agreement within three (3) business days from the Effective Date or within five (5) days of receipt of your first Perch Community Solar Monthly Statement by exercising your rights under Exhibit B.
 - (c) **Early Termination by Customer:** You have the right to unilaterally terminate this Agreement with proper notice. Notice must be given to us, in writing, at least ninety (90) days prior to the termination request date. Once we receive your written notice, we will coordinate with your Local Utility so that you stop receiving KWH Credits on your Local Utility bill as soon as practicable by or after your termination date. To terminate this Agreement with 90 days' notice, please provide notice as set forth in Section 28. You will

remain responsible for paying the amounts due on all Perch Community Solar Monthly Statements issued to you (whether sent electronically or posted to your online account) prior to the effective date of termination (which in no way shall be earlier than 90 days following our receipt of the termination notice except in our sole discretion). In the event that you unilaterally terminate this Agreement with proper notice pursuant to this section, we will make commercially reasonable efforts to request that the Local Utility reallocate to another Perch Community Solar customer any KWH Credits that the Local Utility allocated to your Local Utility Account but that have not yet been used to offset your charges on your monthly Local Utility bill. Any loss incurred by us in connection with your unilateral termination will be added to the amount you owe and will be immediately due, including but not limited to 85% of the monetary value of the unused KWH Credits that the Local Utility allocated to your Local Utility Account that are not able to be reallocated by the Local Utility to another Perch Community Solar customer. The obligations set forth in this section shall survive termination.

- (d) **Our Termination for Convenience:** We may terminate this Agreement without cause on ten (10) days' prior notice to you. Notice of such termination will be provided to you as set forth in Section 28. We will coordinate with your Local Utility so that you stop receiving KWH Credits on your Local Utility bill as soon as practicable on or after the date of termination. You will remain responsible for paying the amounts due on all Perch Community Solar Monthly Statements issued to you prior to the effective date of termination and such obligation shall survive termination.
- (e) **Our Termination for Cause:** We may terminate this Agreement if there is an Event of Default under Section 16. Notice of such termination will be provided to you as set forth in Section 28. We will coordinate with your Local Utility so that you stop receiving KWH Credits on your Local Utility bill as soon as practicable on or after the date of termination. You will remain responsible for paying the amounts due on all Perch Community Solar Monthly Statements issued to you prior to termination and such obligation shall survive termination. You may be responsible for additional damages arising from the termination of this Agreement due to the Event of Default as provided in Section 17.

16. Event of Default. You will be in default under this Agreement if:

- (a) you fail to pay the Total Amount Due appearing on your Perch Community Solar Monthly Statement for two (2) consecutive Perch Community Solar Monthly Statement periods and you have been provided written notice of such failure and fail to make a payment for the Total Amount Due within fourteen (14) days of such notice;
- (b) you are in breach of any written representation or warranty, you fail to perform any other material obligation that you have undertaken in this Agreement and such failure continues for a period of fourteen (14) days after you have been provided notice from us;
- (c) you terminate your account with the Local Utility without providing Perch Community Solar and the Project Owner notice as set forth in Section 10, or you assign, transfer, sublet, or sell this Agreement without Perch Community Solar's prior written consent in accordance with Section 22; or

- (d) you make an assignment for the benefit of creditors, admit in writing you are insolvent, file (or there is filed against you) a voluntary petition in bankruptcy, you are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity.
- (e) you fail to utilize and maintain consolidated billing arrangements with the Local utility and Customer's competitive electricity provider during the term of this Agreement.

17. Remedies in Case of Default. If you are in default under this Agreement, we may take any one or more of the actions at our option:

- (a) take any reasonable action to mitigate any loss attributable to your default, including but not limited to making commercially reasonable efforts to request that the Local Utility reallocate to another Perch Community Solar customer any KWH Credits that the Local Utility allocated to your Local Utility Account that have not yet been used to offset your charges on your monthly Local Utility bill. Any loss incurred by us will be added to the amount you owe and will be immediately due, including but not limited to 85% of the monetary value of the KWH Credits that the Local Utility allocated to your Local Utility Account, even if not used to offset your charges on your monthly Local Utility bill, that are not able to be reallocated to another Perch Community Solar customer by the Local Utility;
- (b) recover from you a payment equal to any sums then accrued or due and owing plus all taxes, penalties, and interest imposed by governmental authorities;
- (c) for any past-due amounts, charge and recover from you interest equal to 1.5% per month (18% per annum) or the maximum allowable rate provided by law, whichever is lower;
- (d) use any other remedy available in this Agreement or by law; and/or
- (e) terminate this Agreement.

By choosing any one or more of these remedies, we do not give up our right to use another remedy. By deciding not to use any remedy when you are in default, we do not give up our right to use that remedy in case of a subsequent default.

18. Dispute Resolution and Arbitration Clause.

- (a) **Initial Dispute Resolution.** In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through (1) the provision of written notice to the other Party describing in detail the nature of the dispute ("Notice") and (2) friendly consultations between the Parties, at the contact information provided for each Party in this Agreement.
- (b) **Arbitration.** If the consultations set forth in subsection (a) do not result in a resolution of the Dispute within thirty (30) days after Notice of the Dispute has been delivered to either party, then the Dispute shall be resolved by arbitration before a single arbitrator at a location that is reasonably convenient to you and us, or by small claims court as explained below. Arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration

Rules and Procedures or by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The party that initiates arbitration may choose the arbitration organization. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- (c) **Waiver of Right to Class Action.** BY AGREEING TO THIS DISPUTE RESOLUTION AND ARBITRATION CLAUSE, CUSTOMER HEREBY IRREVOCABLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION for any dispute, controversy or claim between the Parties arising out of or relating to this Agreement. This means that you may not be a representative or member of any class of claimants in arbitration with respect to any claim. Notwithstanding any other provision of this Agreement, the arbitrator will not have the power to determine that class arbitration is permissible. The arbitrator also will not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator will have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. If this class action waiver is invalidated, then the Dispute will be resolved in court.
 - (d) **Waiver of Right to Jury Trial.** BY AGREEING TO THIS DISPUTE RESOLUTION AND ARBITRATION CLAUSE, YOU AND WE WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
 - (e) **Small Claims Court.** You and we have the right to arbitrate or go to small claims court if the small claims court has the power to hear the Dispute. Arbitration will resolve all Disputes that the small claims court does not have the power to hear. If there is an appeal from small claims court, or if a Dispute changes so that the small claims court loses the power to hear it, then the Dispute will be heard only by an arbitrator.
 - (f) **Governing Law.** This Dispute Resolution and Arbitration Clause is governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.
 - (g) **Opt-Out.** If you want to opt out of this Dispute Resolution and Arbitration Clause, you may send us written notice via email to customercare@perchenergy.com or via U.S. Mail to Perch Community Solar at P.O. Box 170718, Boston, MA 02117 within thirty (30) calendar days of the Effective Date (as defined in Section 3) of this Agreement. State your name, address, account number, date, and the fact that you are choosing to opt out of the Dispute Resolution and Arbitration Clause. If you opt out, your opt-out will only apply to the Dispute Resolution and Arbitration Clause in this Agreement.
19. **Complaint to the Maine Public Utilities Commission.** Notwithstanding the above dispute resolution provisions, you have the right to contact the Maine Public Utilities Commission ("PUC") at any time in order to file a complaint. The PUC's contact information is:

Website:

https://www.maine.gov/mpuc/consumer/file_complaint.shtml

Telephone:

1-800- 452-4699

Mailing Address:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018

- 20. Indemnification.** To the fullest extent permitted by applicable law, you shall indemnify, defend, protect, save and hold us harmless as well as our employees, officers, directors, agents, successors, and assigns, from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature arising out of, connected with, relating to, or resulting from your failure to comply with any of the terms of this Agreement, your negligence, or your willful misconduct or by any hazard covered by insurance in or on your premises or any action for subrogation that may be brought against us or any subcontractor of ours by any insurer or insurance carrier, or its agents, or assigns. The provisions of this Section 20 shall survive termination of this Agreement.
- 21. Limitation of Liability; Damages.** Notwithstanding any other provision of this Agreement to the contrary and except with respect to indemnification of third party claims hereunder, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under this Agreement in excess of the KWH Credits you have received under this Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.

WITHOUT LIMITING THE FOREGOING AND EXCEPT WITH RESPECT TO THE INDEMNIFICATION OF THIRD PARTY CLAIMS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

This Section 21 shall survive termination of this Agreement.

- 22. Assignment of this Agreement.** You agree that, without your consent, we may assign, sell, pledge, transfer, or encumber any of our rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (A) a bank, insurer, or other financial institution; or (B) any person or entity (i) succeeding to all or substantially all our assets or business or the division or region of us to which this Agreement relates, (ii) that directly or indirectly owns or acquires ownership of the Solar Project or the development rights thereto, or (iii) that owns another community distributed generation project or the development rights thereto in the same Local Utility service territory; provided (with respect to this clause (B) and following clause (C)) the succeeding person or entity or transferee agrees to be bound to this Agreement; or (C) any

affiliate of ours. Once we identify the Solar Project to which your subscription will be matched, we intend, but will be under no obligation, to assign this Agreement to the Project Owner or its designee. Any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. We will notify you of any assignment by us hereunder. You agree that you may not assign or transfer this Agreement without our written consent.

- 23. Ownership of Solar Project; Required Forms.** You agree that you do not own any part of the Solar Project or the electricity generated thereby. The Project Owner owns the Solar Project for all purposes, including ownership of its attributes. You understand that any tax credits, incentives, environmental attributes, including renewable energy certificates (referred to as RECs), or other attributes of the Solar Project are owned by the Project Owner or the Local Utility. You agree not to make any claims or representations to the contrary, or take any actions, which would conflict with our rights to any incentives, including any environmental or renewable energy attributes.
- 24. Force Majeure Event.** Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. A “Force Majeure Event” means any act or event that prevents or delays a Party from performing in whole or in part any obligation (other than obligations to pay money) arising under this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence of the affected Party and the affected Party is unable to overcome such act or event with the exercise of reasonable due diligence. A Force Majeure Event shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Party claiming a Force Majeure Event or as a result of such Party’s failure to comply with a collective bargaining agreement); or (v) epidemic, pandemic, or outbreak of disease. We shall have the option of terminating this Agreement if a Force Majeure Event continues for at least ninety (90) days. If we terminate this Agreement due to a continuing Force Majeure Event, you shall be responsible for making any and all payments due prior to the effective date of such termination. This Section 24 shall survive termination of this Agreement.
- 25. Changes in Law.** If a new law or regulatory change is enacted, or there are any revisions in the implementation of amendments to, or interpretations of, any law, including, without limitation: (i) changes affecting approved or anticipated rates, tariffs, taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission, or distribution of electric power and/or energy and/or credits to the Host Account, KWH Credits, Savings Rate, and/or Subscription Fee that could affect the anticipated economic return to us under this Agreement or the eligibility of the Solar Project to generate or allocate KWH Credits; or (ii) actions or inactions of a government authority (including promulgation of laws, regulations, orders, or restrictions) that prevents or delays our ability to perform our obligations under this Agreement (each a “Change in Law” or “Regulatory Change”), we shall have the right, at our option, to terminate this Agreement. If we terminate this Agreement due to a Change in Law or Regulatory Change as described in this Section 25, you shall remain responsible for paying the amounts due

that appear on the Perch Community Solar Monthly Statements sent to you prior to the effective date of such termination. This Section 25 shall survive termination of the Agreement.

26. **Governing Law and Jurisdiction.** This Agreement shall be governed, construed, and enforced in accordance with the laws of Maine, without regard to its choice of law principles, provided that the Dispute Resolution and Arbitration Clause is governed by federal law.
27. **Waiver.** Any delay or failure of a Party to enforce any provision of this Agreement, including but not limited to any remedy listed in this Agreement, or to require performance by the other Party of any provision of this Agreement, shall not be construed to (i) be a waiver of such provision or a Party's right to enforce that provision; or (ii) affect the validity of this Agreement.
28. **Notices.** All notices we send under this Agreement shall be sent, at our sole option, either (a) via electronic mail to the most recent electronic mail address that we have on file for you, except for default or termination notices, which must be sent pursuant to the next clause (b), or (b) in writing and by personal delivery, overnight courier, or certified or registered mail, return receipt requested sent to you at the most recent billing address that we have on file for you in our records. All notices that you send to us shall be addressed to Perch Community Solar at its permanent place of business:

P.O. Box 170718
Boston, MA 02117
Attn: CS Operations

A Party's notice address may be to a third party designated to receive notifications and may be changed upon notice to the other Party sent in accordance with this Section 28, or by a telephone call to (888) 893-3633.

29. **Restriction on Participating in Other Solar Generation Facilities.** You understand and agree that if you purchase KWH Credits through this Agreement, your ability to utilize those KWH Credits to offset the charges on your Local Utility bill may be impacted by the installation of a behind the meter generation facility on your premises or your purchase of bill credits from another distributed generation facility. Accordingly, you agree to provide Perch Community Solar and the Project Owner a minimum of sixty (60) days' prior written notice of the installation of a behind the meter generation facility on your premises or of your execution of a bill credit agreement with a representative of another distributed generation facility.
30. **Entire Agreement; Counterparts; Amendments.** This Agreement, together with all Exhibits, Schedules and Addenda hereto, contains the Parties' entire agreement regarding the Solar Project and the sale and purchase of KWH Credits associated with the energy generated by the Solar Project. This Agreement may be executed individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute this Agreement. This Agreement, signed and transmitted in electronic form, is to be treated as an original document and the electronic signature of any Party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original. There are no other agreements between the Parties regarding this Agreement, either written or oral. Any amendment to this Agreement shall be in

writing and signed by both Parties. The invalidity or unenforceability of any provision in this Agreement will not affect any other provision of this Agreement.

- 31. Errors and Omissions.** In the event we discover typographical or clerical errors or other unintentional mistakes or omissions by the customer or Perch Community Solar, or either party's authorized agents or representatives, in filling out the customer contact information, disclosure forms (if applicable), or addendums to this Agreement, including, but not limited to, name, address, phone number, utility account number, service class, utility load zone, or estimated electric usage, you agree as follows:
- (a) Perch Community Solar, or its authorized agent or representatives, may unilaterally correct and rectify such errors, mistakes or omissions to effectuate the intentions of the parties as set forth in this Agreement. We will provide notice to you of any such corrections.
 - (b) If requested by Perch Community Solar, you will fully and promptly cooperate with Perch Community Solar in the correction of any such errors, mistakes or omissions, including if deemed necessary by Perch Community Solar, re-execution of this Agreement or any related documentation. Failure or refusal to so cooperate upon request shall constitute a default under the terms of this Agreement.
- 32. Survival.** The applicable provisions of this Agreement shall continue in effect after the termination of this Agreement to the extent necessary to settle any accounts to be paid under this Agreement or other remedies and to provide for any indemnification of claims by third parties.
- 33. Tax Provisions.** The parties intend for this Agreement to be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended, and this Agreement purports to be such. Neither Party will take any position on any tax return or related filing that is inconsistent with such intent.
- 34. No Security.** You acknowledge that this contract is not a security registered under federal or state law. You are entering into this Agreement solely to receive KWH Credits as an energy-related commodity for use at your Local Utility Account, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement. You do not have an interest in the profits or losses of the Solar Project and will not otherwise be entitled to any profit related to the Solar Project or by entering into this Agreement.
- 35. Severability.** If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof or of such documents shall remain in full force and effect in such jurisdiction (except as set forth in Section 18(c)) and the remaining provisions hereof shall be liberally construed in order to carry out the provisions hereof. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

[Remainder of page left blank intentionally.]

II. ELECTRONIC SIGNATURES

NOTICE: DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT, WHICH WE WILL FURNISH TO YOU. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BY AFFIXING YOUR ELECTRONIC SIGNATURE, BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, (B) AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS, (C) TO THE EXTENT YOU ARE NOT THE INDIVIDUAL NAMED ON THE LOCAL UTILITY ACCOUNT TO WHICH THIS AGREEMENT IS APPLICABLE, AFFIRM YOU ARE EXPRESSLY AUTHORIZED TO ENTER INTO THIS AGREEMENT BY SUCH NAMED INDIVIDUAL, AND (D) ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE RIGHT TO CANCEL THIS CONTRACT PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE (AS DEFINED IN SECTION 3) OR PRIOR TO MIDNIGHT OF THE FIFTH FULL DAY AFTER RECEIPT OF YOUR FIRST PERCH COMMUNITY SOLAR MONTHLY STATEMENT WITHOUT CHARGE OR PENALTY. IF THE CUSTOMER IS A BUSINESS ENTITY, THE PARTY AFFIXING HIS/HER SIGNATURE ALSO REPRESENTS AND WARRANTS THAT S/HE IS PROPERLY AUTHORIZED TO DO SO AND HAS THE AUTHORITY TO BIND THE BUSINESS ENTITY TO THIS AGREEMENT.

III. NOTICE OF RIGHT TO CANCEL AND REQUIRED DISCLOSURE REGARDING COMMENCEMENT OF PERFORMANCE

NOTICE OF RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD FULL BUSINESS DAY AFTER THE EFFECTIVE DATE (AS DEFINED IN SECTION 3) OR PRIOR TO MIDNIGHT OF THE FIFTH FULL DAY AFTER RECEIPT OF YOUR FIRST PERCH COMMUNITY SOLAR MONTHLY STATEMENT. SEE EXHIBIT B FOR AN EXPLANATION OF THIS RIGHT.

Pursuant to the Maine Consumer Solicitation Sales Act, 32 M.R.S. § 4664-A, if the contract requires the us to affix merchandise permanently to real estate or its appurtenances, then we may not begin performance as long as you have the right to cancel.

Customer:

Perch Community Solar, LLC

Signature: 

Signature: 

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(For Business Customers Only)

Date: _____

Date: _____

Perch Community Solar, LLC
P.O. Box 170718
Boston, MA 02117
customercare@perchenergy.com
(888) 893 – 3633



EXHIBIT A

Automatic ACH, Credit Card and Debit Card Payment Authorization Form

(For online applications and contracts, payment authorization may be collected as part of the online application process instead of through this Exhibit A)

In this Authorization, “I,” “me” and “my” mean the Account Holder who signs this Authorization, or each person who signs this Authorization on behalf of an Account Holder that is a corporation or other legal entity. “You,” and “your” means Perch Community Solar, LLC, or any assignee.

By signing below, I authorize you to initiate regularly scheduled recurring charges against the credit or debit card account identified below, or electronic fund transfers in the form of ACH debit entries from the deposit account identified below, and to credit those amounts (when received by you) to the amounts due under the Community Solar Customer Agreement (the “Agreement”) held by you (Agreement Number: _____). If necessary, I also authorize you to initiate one-time credit or debit transactions to correct any erroneous payment transaction.

I also authorize you to initiate a one-time transaction (a) to collect a fee of \$25.00 if any payment is rejected by the Account Holder’s bank for any reason (such as insufficient funds) and/or (b) to collect any late fee of 1.5% per month of the late amount due under my Agreement.

I understand that each transaction will appear on the bank statement for the credit / debit card or deposit account identified below.

Please complete the information below:

Type of Payment:

ACH Payment Credit Card Payment Debit Card Payment

Payment Frequency:

Recurring Payments. Recurring payments, in the amount due each month under the Agreement, as shown on the monthly billing statement, will start following completion of the Solar Project (estimated start date: _____). I understand that the aforementioned start date is an estimate only and is subject to change, and that you will notify the Account Holder of the payment start date before payments begin, and that subsequent payments will occur on or around the same date each month thereafter. If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If my payment amount or date changes, you will notify the Account Holder of the change in writing at least 10 days prior to the payment being collected. If the outstanding balance owed on the Agreement is less than the payment amount stated above, I understand and agree that the final payment will be an amount equal to the total outstanding balance.

Deposit Account Information for ACH Payments:

Type of Account: Checking Account Savings Account
Bank Name: _____
Bank Routing Number: _____
Account Number: _____
Name on Bank Account: _____

Credit or Debit Card Information:

Credit Card Type: _____
Cardholder Name: _____
Card Account Number: _____
Card Expiration Date: _____

Cardholder Billing Address:
Address: _____
City: _____
State: _____
Zip Code: _____
Phone No.: _____

I authorize you to initiate the ACH, credit card, or debit card payment(s) described in this authorization form according to the terms outlined above. If I have authorized recurring payments, I understand that this authorization will remain in effect until my Agreement is paid in full or I cancel this authorization in writing by providing notice to Perch Community Solar, LLC, at P.O. Box 170718, Boston, MA 02117. I agree to notify you in writing of any changes in my account information or termination of this authorization at least three (3) business days prior to the next billing date. This payment authorization is for the type of payment indicated above. I certify that I am an authorized user of any credit card identified above, and that I will not dispute any scheduled payment provided the transaction corresponds to the terms of this authorization form. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the Rules and Operating Guidelines of NACHA (formerly known as the National Automated Clearing House Association). I request the financial institution that holds the account to honor all payments initiated in accordance with this authorization form.

NAME OF ACCOUNT HOLDER: _____

NAME OF SIGNER (IF ACCOUNT HOLDER IS AN ENTITY): _____

SIGNATURE _____ DATE _____

TITLE OF SIGNER (IF ACCOUNT HOLDER IS AN ENTITY) _____

EXHIBIT B

You have the right to cancel this Agreement within three (3) full business days after the Effective Date (defined in Section 3) (i.e., prior to midnight of the third (3d) full business day). To cancel a transaction under the provisions of this Exhibit B: you may either: (i) provide us with written notice via U.S. mail to the address specified in Section 28 (or replacement address we communicate to you pursuant to Section 28) identifying yourself and requesting cancellation, along with the basis for your cancellation request; or (ii) print and complete one of the following Notices of Cancellation and return it to us as instructed in the Notice. Notwithstanding anything to the contrary in this Agreement, any notice sent pursuant to this Exhibit B will be effective upon date of deposit in the U.S. mail. Please retain a second copy of this notice for your records. Capitalized terms used but not defined in this Notice shall have the meaning given to them in this Agreement.

In addition, you may cancel this Agreement within five (5) full days after receipt of your first Perch Community Solar Monthly Statement (i.e., prior to midnight of the fifth (5th) full day). If you cancel this Agreement after receipt of your Perch Community Solar Monthly Statement within the time period set forth herein, you are still responsible for payment in full of the amount stated on your Perch Community Solar Monthly Statement. To cancel this Agreement within five (5) days after receipt of your first Perch Community Solar Monthly Statement, please provide us with written notice via U.S. mail to the address specified in Section 28 (or replacement address we communicate to you pursuant to Section 28) identifying yourself and requesting cancellation, along with the basis for your cancellation request.

NOTICE OF CANCELLATION

.....
(Date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS 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 15 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY 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 CANCELLATION NOTICE TO

PERCH COMMUNITY SOLAR, LLC at **P.O. Box 170718**
Boston, MA 02117
.....

NOT LATER THAN MIDNIGHT OF

.....
(Date)

***This date provides you with a period to cancel that may be longer than the three business days required by law.**

I HEREBY CANCEL THIS TRANSACTION.

.....
(Date)

.....
(Buyer's Signature)

