

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the “Agreement”) effective as of the date signed by Seller (the “Effective Date”), is entered into by and between you, the “Subscriber”, and Nautilus Community Solar, LLC (“Nautilus”, “Seller”, or “we” or “us”) (each a “Party” and collectively, the “Parties”), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by a solar photovoltaic system participating in the Illinois Shines Program (the “System”).

**1. Community Solar Bill Credits.** This Agreement is between “you” the “Subscriber,” and Seller. After you and Seller execute this Agreement, Seller will enroll a subscription of a size listed in Exhibit 1. Your electric utility (listed on Exhibit 1) is required to place monetary credits on your bill (“Community Solar Credits” or “Credits”) in proportion to your subscription’s share of the energy generated by the System (the “Subscription”). We will estimate the Credits placed on your bill by your utility bill with respect to each of your metered accounts listed in Exhibit 1 and you will pay Seller 90% of the monetary value of such Credits. In the event Subscriber qualifies as an Low or Moderate Income (LMI) Subscriber as defined by the Inflation Reduction Act of 2022 (the IRA), you will pay Seller 80% of the monetary value of such Credits, and you will retain 20% of the monetary value of the Credits. Other than the charges for Credits, charges related to your default as described in Section 6, late payment fees, or credit card fees as identified in Section 4, there are no other fees and no deposits required under this Agreement. You will be provided a copy of Exhibit 1 upon the completion of your enrollment and an updated copy of Exhibit 1 upon System energization.

**2. Subscription Term; Renewal Term; Cancellation or Transfer.** **THE SUBSCRIPTION TERM WILL COMMENCE AS OF THE EFFECTIVE DATE AND CONTINUE FOR AN INITIAL TERM OF TWENTY (20) YEARS FROM THE DATE ON WHICH CREDITS FIRST ACCUMULATE ON YOUR UTILITY BILL (THE “INITIAL TERM”). THE TERM OF THIS SUBSCRIPTION SHALL NOT COMMENCE UNTIL YOU HAVE SIGNED A STANDARD DISCLOSURE FORM REQUIRED BY THE ILLINOIS SHINES PROGRAM. DURING THE INITIAL TERM, YOU MAY TERMINATE THIS AGREEMENT WITH NO FEE BY PROVIDING ONE HUNDRED AND EIGHTY (180) DAYS ADVANCE WRITTEN NOTICE. FOLLOWING THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR TEN (10) CONSECUTIVE ONE (1) YEAR TERMS (EACH A “RENEWAL TERM”). PRIOR TO THE COMMENCEMENT OF ANY SUCH RENEWAL TERM, YOU MAY TERMINATE THIS AGREEMENT WITH NO FEE BY PROVIDING THIRTY (30) DAYS ADVANCE WRITTEN NOTICE.**

**FOLLOWING THE APPLICABLE EARLY TERMINATION NOTICE PERIOD OR AT EXPIRATION OF THE AGREEMENT, WE WILL PROMPTLY DIRECT THE UTILITY TO CEASE APPLYING CREDITS TO YOUR UTILITY BILL AND DISENROLL YOUR SUBSCRIPTION. THE CANCELLATION WILL BE PROCESSED ACCORDING TO YOUR UTILITY’S TARIFFS AND POLICIES. YOU MAY ALSO TRANSFER THIS AGREEMENT TO ANOTHER UTILITY ACCOUNT PROVIDED THAT: (1) WE DETERMINE THAT SUCH ACCOUNT IS ELIGIBLE UNDER OUR CREDIT AND SUBSCRIPTION SIZING POLICIES, (2) THE ACCOUNT IS WITH THE SAME UTILITY AS YOUR UTILITY, (3) AND THE OWNER OF SUCH ACCOUNT ACCEPTS THE TERMS OF THIS AGREEMENT AND IF REQUIRED BY US SIGNS A STANDARD DISCLOSURE FORM. UNTIL WE NOTIFY YOU IN WRITING THAT YOUR CANCELLATION OR TRANSFER HAS BEEN PROCESSED BY THE UTILITY, YOU ARE REQUIRED TO CONTINUE PAYING FOR THE CREDITS THAT YOU RECEIVE FOR UP TO 90 DAYS, IN ACCORDANCE WITH THE TERMS OF**

## **THIS AGREEMENT.**

**IN THE STATE OF ILLINOIS, YOU ARE ALSO ENTITLED TO A RIGHT OF CANCELLATION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS OF INITIAL EXECUTION, PLEASE SEE EXHIBIT 2 FOR MORE DETAILS ABOUT THIS RIGHT.**

**3. Subscription Size; Reallocation; Termination by Seller.** Your initial Subscription size will be calculated by us to generate Credits with respect to each applicable metered account listed in Exhibit 1 no greater than your estimated annual bills from your Utility for such metered account. WE MAY ADJUST YOUR SUBSCRIPTION SIZE FOR EACH METERED ACCOUNT AT ANY TIME WITHOUT NOTICE EXCEPT WHEN NOTICE OR EXECUTION OF A STANDARD DISCLOSURE FORM IS REQUIRED BY THE ILLINOIS SHINES PROGRAM, SUBJECT TO THE LIMITATIONS DESCRIBED ABOVE WITH RESPECT TO YOUR ESTIMATED ANNUAL ELECTRICITY COST. We may reallocate your Subscription for any metered account to an alternative solar photovoltaic system participating in the program at any time prior to the System commencing operation, by providing notice to you, in which case Seller may assign this Agreement pursuant to Section 8 below and such alternative system will become the “System” under the terms of this Agreement. WE MAY TERMINATE YOUR SUBSCRIPTION FOR ANY METERED ACCOUNT AT ANY TIME BY PROVIDING NOTICE TO YOU.

**4. Billing Service Provider.** You will receive a periodic bill intended to reflect 90% (or, if you are an LMI customer, 80%) of the actual or estimated credits placed on your bill. The initial Billing Service Provider for this Agreement is Nautilus, whose terms of service and privacy policy are available at <https://nautilussolar.com/privacy-policy>. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for our estimate of your Credits, in an amount equal to 90%, or 80% for LMI Subscribers, of our estimate of the monetary value of the Credits received on your utility bill according to data retrieved from your utility bill statement or supplemental reports received from the utility. Seller is entitled to process and collect on invoices per the Billing Service Provider’s terms of service, available at <https://nautilussolar.com/privacy-policy>. We intend to use your actual bill credit data when possible, which typically requires a 45 to 90 or more day lag between when you receive your bill credits and when we invoice based on actual bill credit data. In the event of a billing error by the utility, if as a result of such error the amount of Credits you receive increases for a billing period, including for a prior billing period in the form of a reissued utility bill or otherwise, we will notify you of such increase in the next invoice and you must pay the applicable Subscription Payment. In order to estimate your Credits, we will take the portion associated with your Subscription of the production of the System that we report to the utility and multiply that by the applicable bill credit rate provided in your utility’s tariffs. We will attempt to reconcile our estimates if you provide us with your utility bills for the relevant timeframe. At a future date, we may transition to a utility-consolidated bill, in which case we expect your utility will charge you 90% (or, if you are an LMI customer, 80%) of your actual bill credit on the same bill. You may have a short period where you continue to receive a bill from Nautilus for bill credits issued prior to switching to utility-consolidated billing due to the 45 to 90 or more day lag to obtain and apply your actual bill credit data. Please note that for payments made via credit card there is a 2.9% processing fee that will be charged.

5. In the event that your Utility fails to provide Credits for three or more billing cycles, you are entitled to request a payment plan from us.

Subscriber authorizes the Billing Service Provider to obtain and review the following information from the utility, and to share such data with Seller: energy consumption data, energy billing data, utility account information. This information will not be disclosed by Seller to third parties except as needed to provide the Subscription, including in connection with the acquisition or financing of the System, or as required by law. This authorization will be effective from the Effective Date until the expiration or termination of the Agreement.

**6. Customer Support Provider.** The initial Customer Support Provider for this Agreement is Nautilus, whose contact information is:

Nautilus Community Solar, LLC  
396 Springfield Avenue  
Summit, NJ 07901  
[customercare@nautilusolar.com](mailto:customercare@nautilusolar.com)  
1-866-969-4129

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns.

**7. Default.** YOU WILL BE IN DEFAULT UNDER THIS AGREEMENT IF YOU 1) FAIL TO MAKE ANY PAYMENT WHEN IT IS DUE AND SUCH FAILURE CONTINUES FOR A PERIOD OF TEN (10) DAYS, OR 2) IF FOR WHATEVER REASON YOUR UTILITY ACCOUNT IS CANCELLED AND YOU ARE NO LONGER ABLE TO RECEIVE CREDITS UNDER THIS AGREEMENT. IF THIS AGREEMENT IS IN DEFAULT, SELLER SHALL NOTIFY SUBSCRIBER IN WRITING, IN THE MANNER SPECIFIED BY YOU DURING ENROLLMENT OR CURRENTLY ON FILE, OF SELLER'S INTENT TO TERMINATE AND IF SUCH DEFAULT IS NOT CURED WITHIN TEN (10) DAYS, SELLER MAY TERMINATE THIS AGREEMENT. YOU MAY AVOID TERMINATION BY PAYING ANY FEES OWED WITHIN THE TEN DAY CURE PERIOD OR OTHERWISE RECTIFYING THE DEFAULT BY PROVIDING THE REQUIRED INFORMATION TO SELLER. UPON ANY SUCH TERMINATION, YOU WILL BE RESPONSIBLE FOR PAYING THE DIFFERENCE OF THE AMOUNT PAID TO SELLER FOR UNSUBSCRIBED CAPACITY BY THE UTILITY AND ANY OUTSTANDING BALANCE FOR CREDITS PREVIOUSLY RECEIVED OR RECEIVED FOR UP TO ONE HUNDRED AND EIGHTY (180) DAYS (6 MONTHS) *AFTER* TERMINATION, INCLUSIVE OF INTEREST ON LATE PAYMENTS, BUT WILL NOT BE LIABLE TO US FOR ANY OTHER AMOUNTS. SELLER SHALL HAVE NO LIABILITY TO YOU IN THE EVENT OF EARLY TERMINATION FOR ANY REASON OTHER THAN PAYMENT OF ANY SUMS PREVIOUSLY OWED TO YOU BY SELLER.

**8. Solar Incentives; Environmental Attributes.** You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits. You acknowledge that Seller or its affiliate intends to participate the System in the Illinois Shines program, which involves Seller transferring renewable energy credits associated with your subscription to Illinois utilities for retirement.

**9. Assignment.** Seller may assign, or transfer any of its rights and obligations under this Agreement, in whole or in part, to any third party without the consent of Subscriber. For the avoidance of any doubt, Subscriber acknowledges that Seller will assign the right to receive credits from a System, and the payment obligation for those credits, to a specific System in the future at Seller's sole discretion. Subscriber is prohibited from assigning this Agreement except upon completion of the prerequisites for a transfer by Subscriber under Section 2.

**10. Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO SUBSCRIBER, INCLUDING FOR CLAIMS BASED ON NEGLIGENCE OF A PARTY, FOR DAMAGES UNDER THIS AGREEMENT THAT EXCEED AN AMOUNT EQUAL TO THREE (3) MONTHS OF THE AVERAGE INVOICE TO SUBSCRIBER UNDER THIS AGREEMENT.

IN NO EVENT SHALL SUBSCRIBER BE LIABLE TO SELLER, INCLUDING FOR CLAIMS BASED ON NEGLIGENCE OF A PARTY, FOR DAMAGES UNDER THIS AGREEMENT THAT EXCEED AN AMOUNT EQUAL TO SIX (6) MONTHS OF THE AVERAGE INVOICE TO SUBSCRIBER UNDER THIS AGREEMENT.

IN NO EVENT SHALL SELLER BE LIABLE FOR ERRORS OR OMISSIONS BY YOUR UTILITY, INCLUDING ERRORS OR OMISSIONS IN CALCULATING OR APPLYING CREDITS TO YOUR UTILITY BILL. Notwithstanding the preceding, Seller agrees to take commercially reasonable steps with your cooperation to correct errors or omissions by your utility.

**11. Governing Law.** The laws of ILLINOIS shall govern this Agreement without giving effect to conflict of laws principals, provided that the Arbitration Provision shall be governed by federal law. Any disputes shall be subject to the limitation of liability described in Section 10.

**12. Complaints.** Notwithstanding any provision to the contrary in this Agreement, in lieu of remedies under this Agreement, you have the right to file a complaint or dispute with the Delaware Public Services Illinois Commerce Commission Illinois Power Agency or its designee (the "Commission Agency") or the Office of the Illinois Attorney General (the "AG"). The Division of the Public Advocate, after engaging in a good faith effort to resolve the complaint or dispute with the Seller. If you wish to contact the Commission Agency or the AG, you may do so at the contact information provided in Section 14 below or you may visit the Illinois Commerce Commission website at <https://www.icc.illinois.gov/complaints/public-utility> for more information on how to file a complaint.

Further, if Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber may do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 12 below.

**13. Notices.** All notices under this Agreement shall be in writing and shall be also sent by electronic mail. Notices to Subscriber which Seller wishes to provide directly to Subscriber shall be sent to the email address specified beneath Subscriber's signature. Notices to Seller shall be sent to the email address set forth below or such other address as Seller may subsequently specify in writing.

Nautilus Community Solar, LLC  
396 Springfield Avenue  
Summit, NJ 07901  
[customercare@nautilusolar.com](mailto:customercare@nautilusolar.com)  
1-866-969-4129

**14. Contact Information.** The Illinois Power Agency (the “Agency”) may be contacted by calling 312-793-263. Or you may visit the Agency website <https://ipa.illinois.gov/>. The Commission may be contacted by calling 800-524-0795. Or you may visit the Commission website at <https://icc.illinois.gov/>.

**15. Notification of Outage.** In the event of an outage of the System lasting more than three business days, Seller shall provide notice to Subscriber by *phone/e-mail/US Mail* of at minimum the anticipated duration of the outage and the anticipated lost production due to the outage.

**16. Standard Disclosure Form.** The Parties acknowledge that Subscriber has for each subscription listed on Exhibit 1 either (i) executed a Standard Disclosure Form identifying the System, or (ii) executed a Standard Disclosure Form with a “To Be Determined” designation for system-identifying information and Seller or its designee has provided Subscriber with notice required by the Program to identify the System. For the avoidance of doubt, the Parties agree that a Standard Disclosure Form must be executed by Subscriber prior to a transfer pursuant to Section 1.

**17. Additional Tax Disclosure.** Seller makes no representations or warranties concerning the tax implications of any Credits provided to Subscriber.

**18. No Production or Price Guarantee.** Seller does not guarantee a minimum production or Credit amount associated with your subscription. While Seller expects you to save money each month in an amount equal to 10% of your Credits assuming your utility properly calculates and applies your Credits, the total Credits and the underlying credit amount (per kilowatt-hour) is expected to vary from bill to bill.

**19. Entire Agreement; Further Assurances.** This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. Except as otherwise provided herein, if any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

Subscriber agrees that it shall cooperate and work with Seller in connection with any financing, sale or other similar transaction undertaken by Seller or its affiliates relating to the System including, but not limited to, executing and delivering to Seller (or its affiliates) any and all estoppels, consents to assignment, documents, certificates, information and other materials that may be reasonably requested by Seller.

*[Signature Page Follows]*

**Electronic Signatures.**

**BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, AND (B) AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS.**

By signing below, I agree to the General Terms of Service and the Privacy Policy available at <http://nautilussolar.com>.

SUBSCRIBER	NAUTILUS
Signed: <u>Deonna Davis</u> <small>Deonna Davis (May 6, 2025 17:33 CDT)</small>	Signed: <i>Brett Smith</i>
Name: Deonna Davis	Name: <u>Brett Smith</u>
Title:	Title: <u>Authorized Signatory</u>
Date: 05/06/2025	Date: <u>05/06/2025</u>
Email: davisdeonna@yahoo.com	Email: <u>customer@nautilussolar.com</u>
Phone: 309-648-9174	Phone: <u>1-866-969-4129</u>

Utility service address: Each service address listed in Exhibit 1.

Utility account number: Each account number listed in Exhibit 1.

Utility Company:

### **Exhibit 1**

List of utility accounts to be included as Subscribers pursuant to this Agreement.

Index	Service Address	City, State Zip	Utility Account Name	Utility Account Number	Utility Customer Class	Estimated Annual Electricity Usage (kWh)	Estimated Annual Electricity Cost (\$)	Subscription Size (kWAC)
1.	2013 North Atlantic Avenue	St. Jacob, IL, 61603	Deonna Davis	6697684064	electric	6,235	\$466.47	0.956

### **Exhibit 2**

#### **“NOTICE OF CANCELLATION**

\_\_\_\_\_ (Enter date of transaction)

**You may cancel this transaction, without any penalty or obligation, within 3 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 10 business days following receipt by the**

**seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send an e-mail with read receipts to, [Customercare@nautilussolar.com](mailto:Customercare@nautilussolar.com)**

**Nautilus Community Solar, LLC , at 396 Springfield Avenue, Suite 200, Summit, NJ 07901**

**not later than midnight of \_\_\_\_\_ (Date)**

**I hereby cancel this transaction.**

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Buyer's signature)"

**Exhibit 3**

Automatic Contract Renewal Act Separate Disclosure