**PLAIN LANGUAGE SUMMARY**

By subscribing to a shared financial interest renewable energy project you will receive credits for solar electricity production that reduce your utility bill. You will pay us for these credits, at a discounted rate. For each dollar of credit that you receive, you will pay us 85% of the value of that credit, and you will get 15% savings. There is no installation required at your home. You may cancel this agreement with no fee or penalty for any reason, however, it may take up to 90 days for your cancellation to take effect and you agree to continue paying for any credits you receive for up to 90 days after your request to cancel. Participation in the Net Energy Billing program or Distributed Generation Procurement programs also is summarized and set forth in the annexed Customer Disclosure Form which was provided to you and provides project information, contract terms and general risks and rewards of the arrangement being offered. This Customer Disclosure Form is incorporated by reference into this Agreement.

# COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") is entered into as of the date signed by Seller (the "Effective Date"), by and between you, the "Subscriber" named in the Contract Acceptance, and the owner of a solar photovoltaic system participating in either the Net Energy Billing program or Distributed Generation Procurement program ("Seller" or "we" of "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by such solar photovoltaic system (the "System"). Refer to Exhibit A for your potential Sellers under this agreement; you will be provided notice of your specific Seller prior to the counter-execution of this Agreement by such Seller.

**1. Community Solar Credits**. This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will generate kWh or monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For Credits received on your utility bill, you will pay Seller 85% of the monetary value of such Credits, and your savings will equal 15% of the monetary value of the Credits.

**2. Subscription Term; Allocation Date; Cancellation or Transfer**. The Subscription Term (the "Term") will commence as of the Effective Date and continue for up to twenty (20) years. You may cancel this Agreement for any reason with no fee or penalty by notifying Seller. Following your notice to cancel, we will promptly direct the utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this Agreement to another utility account in the same service territory in which you reside provided that we determine that such account is eligible to receive

Credits from the System, and the owner of such account accepts the terms of this Agreement. 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.

**3. New Residence.** If you move to a new residence you are obligated to provide us written notice of your new residence address at least (30) days prior to your move. We reserve the right to require that you provide additional evidence documenting your move. If you move to a new residence but continue to be a customer of the same electric utility, this Agreement will continue but you are obligated to provide us written notice of your new residence address and new retail electric service account information. If your electric utility account has changed, we will coordinate with the electric utility to have Bill Credits redirected to your new account. If your electric utility provider has changed, you will no longer be eligible for Bill Credits and this Agreement will terminate. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.

4. **Subscription Size; Reallocation; Termination by Seller**. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity usage in the case of kWh credits or no greater than your estimated annual electricity cost in the case of monetary credits. We may adjust your Subscription size at any time without notice, subject to the limitations described above with respect to your estimated annual electricity usage or cost as applicable. We may reallocate your Subscription to a different solar photovoltaic system participating in the Net Energy Billing program or Distributed Generation Procurement program at any time, by providing notice to you, in which case such

system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time by providing notice to you.

**5. Billing Service Provider**. The initial Billing Service Provider for this Agreement is Nautilus Solar Energy, LLC. 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 Credits you receive, in an amount equal to 85% of the value of the Credits received on your utility bill. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

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

Email: Rajiv@nautilussolar.com phone: 818-480-8327

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. Event of Default.** You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller, at its sole discretion may terminate this Agreement by providing written notice to you. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to 90 days after termination, but will not be liable to us for any other amounts.

**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.

**9. Assignment**. Seller may assign, or transfer its rights and obligations under this Agreement to any third party.

**10. Force Majeure**. Seller shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; vandalism; regional strikes or other significant regional labor disputes; any action or inaction on behalf of Central Maine Power Company outside its required duties as part of the Net Energy Billing or Distributed Generation Procurement program; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent. We shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) days or more. If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments up to the start of such Force Majeure event.

**11. Limitation of Liability**. In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

**12. Governing Law & Dispute Resolution.** The laws of Maine shall govern this Agreement without giving effect to conflict of laws principles.

**Arbitration.** PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In lieu of arbitration, you have the right to file a complaint or dispute with the Maine Public Utilities Commission.

(ii) We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

(iii) The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within 30 days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details). The arbitration shall be held in the location that is most convenient to your home (the closest JAMS office or other accredited arbitration organization).

(iv) If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will each pay half of all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. Regardless of which Party initiates the arbitration, each Party will bear all of its own attorney's fees and costs except that you are entitled to recover your share of the arbitration fees and costs as well as your reasonable attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Provider's or Provider's service provider's last written settlement offer (excluding attorney's fees and costs).

(v) ONLY DISPUTES INVOLVING YOU AND PROVIDER OR PROVIDER'S SERVICE PROVIDER MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER OF US ARBITRATES A DISPUTE, NEITHER OF US, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE

ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

(vi) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

(vii) OPT-OUT PROCESS. You may choose to opt out of this arbitration provision (the "Arbitration Provision)" but only by following the process set forth herein. If you do not wish to be subject to this arbitration provision, then you must send us an opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 11. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE

EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

If Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber shall do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 11, below.

13. **Notices**. All notices under this Agreement shall be in writing and shall be by electronic mail. Notices to Subscriber shall be sent to the email address specified in the Contract Acceptance. 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 Solar Energy

**396 Springfield Avenue, 2nd Floor Summit, NJ 07901**

Email: Mike@nautilussolar.com Phone:

with a copy to:

## SELLER, whose contact information is provided in Exhibit A

**14. Entire Agreement**. This Agreement contains the entire agreement between the Parties regarding the Subscription for Net Energy Billing 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. 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.

**Acknowledged and agreed: SUBSCRIBER**

Signed: Paul Ouellette
Date: 02 06 2025

**SELLER**

[ ]
Signed: [ ] Date: [ ]

**Exhibit A**

| Seller | Contact Information |
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# Net Energy Billing Subscription Agreement

**Version** [ ]

## Contract Acceptance

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| --- | --- |
| **Signer** | [ ] |
| **Contract ID** | [ ] |
| **Email** | [ ] |
| **Date** | [ ] |
| **IP Address** | [ ] |
| **User Agent** | [ ] |