

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 Delaware community solar program (the “System”).

1. Community Solar Credits. This Agreement is between “you” the “Subscriber,” and Seller, for your subscription to a percentage of the energy generated by the System (the “Subscription”), which will generate monetary bill credits that reduce your utility bill (“Community Solar Credits” or “Credits”). For Credits received on your utility bill with respect to each of your metered accounts listed in Exhibit 1, you will pay Seller 90% of the monetary value of such Credits, and you will retain 10% of the monetary value of the Credits. In the event Subscriber qualifies as an Low or Moderate Income (LMI) Subscriber as defined by the program, you will pay Seller 80% of the monetary value of such Credits, and you will retain 20% of the monetary value of the Credits.

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”). 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 NINETY (90) DAYS ADVANCE WRITTEN NOTICE. IF SUBSCRIBER TERMINATES EARLY, THERE IS NO MONETARY PENALTY OR CANCELLATION FEE, BUT SUBSCRIBER SHALL NOT ENTER INTO ANY AGREEMENT TO RECEIVE COMMUNITY SOLAR CREDITS FROM ANY THIRD-PARTY FOR A PERIOD OF THREE HUNDRED AND SIXTY-FIVE (365) DAYS (1 YEAR) AFTER SUCH EARLY TERMINATION.

FOLLOWING THE APPLICABLE EARLY TERMINATION NOTICE PERIOD OR AT EXPIRATION OF THE AGREEMENT, 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 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

CREDITS THAT YOU RECEIVE FOR UP TO 90 DAYS, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

IN THE STATE OF DELAWARE 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.

14. 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 electricity cost for such metered account. WE MAY ADJUST YOUR SUBSCRIPTION SIZE FOR EACH METERED ACCOUNT AT ANY TIME WITHOUT NOTICE, 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, 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.

15. Billing Service Provider. The initial Billing Service Provider for this Agreement is Nautilus, whose terms of service and privacy policy are available at <https://nautilusolar.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 Credits, in an amount equal to 90%, or 75% for LMI Subscribers, 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>. 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.

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.

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

Nautilus Solar Solutions
396 Springfield Avenue
Summit, NJ 07901
customercare@nautilussolar.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.

17. 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 MAY TERMINATE THIS AGREEMENT. UPON ANY SUCH TERMINATION, YOU WILL BE RESPONSIBLE FOR PAYING 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.

18. 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.

19. 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 without Seller’s written consent.

20. 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.

21. Governing Law. The laws of Delaware 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 9.

22. Arbitration Provision. 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. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY 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 JAMS' STREAMLINED RULES.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be resolved by arbitration in the JAMS or other accredited arbitration office located closest in mileage to your permanent place of residence before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award by the arbitrator 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.

(i) We agree that any Dispute between us shall be resolved exclusively by arbitration as set forth in this Section 11 ("Arbitration Provision"). Either Party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details).

(ii) The arbitration will be administered by JAMS by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.

(iii) In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection

with the arbitration, unless prohibited by law.

(iv) CLASS ACTION AND CLASS ARBITRATION WAIVER. ONLY DISPUTES INVOLVING YOU AND SELLER OR THE BILLING OR CUSTOMER SERVICE PROVIDER FOR THIS AGREEMENT 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 PARTY ARBITRATES A DISPUTE, NEITHER PARTY, 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 ONLY, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON- REPRESENTATIVE) BASIS.

(v) 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 the Parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

(vi) Governing Law. This Arbitration Provision is governed by the Federal Arbitration Act (“FAA”). The arbitrator must apply substantive law consistent with the FAA.

(vii) YOUR RIGHT TO OPT OUT. YOU MAY CHOOSE TO OPT OUT OF THIS 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 A WRITTEN 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 12. 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

ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS AGREEMENT AND APPLIES ONLY TO THIS ARBITRATION PROVISION.

BECAUSE THE PARTIES HERETO 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 THE PARTIES HERETO WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any provision to the contrary in this Agreement, in lieu of arbitration, you have the right to file a complaint or dispute with the Delaware Public Services Commission (the "Commission"). 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, you may do so at the following phone number: (302) 241-2555 or Toll-Free in Delaware: (888) 607-2427. Or you may visit the Public Advocate website at <http://publicadvocate.delaware.gov//> 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.

If any term of this Arbitration Provision, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if it is deemed or found to be invalid, void or unenforceable for any reason, this entire Arbitration Provision shall be null and void.

23. 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@nautilussolar.com
1-866-969-4129

24. Publicity. The Parties agree to make commercially reasonable efforts to jointly develop a publicity campaign to announce this Agreement.

25. Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all other agreements, understandings, or negotiations between the Parties.

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.

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; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

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

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)"