



MAINE COMMUNITY SOLAR BILL CREDIT PURCHASE AND SALE AGREEMENT

This Community Solar Bill Credit Purchase and Sale Agreement ("Agreement") is made and entered into as of 11/28/2023 (the "Signature Date"), between Ampion Renewable Energy ("Ampion") and Aroostook County Commission ("You"), each a Party and collectively the Parties.

RECITALS

WHEREAS, The Owner is developing of certain solar generation facilities (each a "Project") that are eligible and expected to participate in the Net Energy Billing-Tariff Rate Program administered by the Maine Public Utilities Commission ("MPUC") pursuant to applicable laws, including 65-407 C.M.R. ch. 313 (2019) ("Chapter 313" and together with all applicable laws, the "Program").

WHEREAS, You are a Commercial or Institutional Customer, as defined in Chapter 313, who is eligible to receive dollar-valued credits ("Bill Credits") in exchange for acquiring a share of Project output, which arrangement represents a "financial interest" pursuant to the Program.

WHEREAS, The Owner desires to sell and have delivered to You, and You desire to purchase and receive, the Bill Credits associated with your share of Project output that is delivered by Owner to your electric utility ("Utility") during the Term subject to the terms and conditions, and at the prices, set forth in this Agreement.

WHEREAS, Owner has designated Ampion to act as its agent with respect to offering you a financial interest in the Project(s), managing your on-going relationship under the Agreement, and interfacing with your Utility on behalf of You and the Owner.

WHEREAS, it is the intent of this Agreement that the Owner's obligations to You may be performed by Ampion and your obligations to Owner, including related to the provision of notice, information, data, and payment, shall be satisfied upon performance to Ampion.

WHEREAS, this Agreement is intended by the Parties to set forth your "financial interest" pursuant to the Program.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the referenced Exhibits attached hereto, You agree to be legally bound to the following terms and conditions for purchasing Bill Credits from the Owner under the Program:

1. Assignment of Bill Credit Purchase and Sale Agreement.
 - a. You will provide Ampion with a list of your valid electric Utility accounts currently receiving electric service from your Utility ("Utility Accounts"), each of which will participate in the Program, along with all relevant data associated with such Utility Accounts. Your Utility Accounts and related data initially participating hereunder will be provided to Ampion in Exhibit 1.
 - b. Upon allocation of your Utility Account(s) as defined in Exhibit 1 to a Project, this Agreement will be assigned to the specific company of Owner entity that owns and operates such Project. You will be notified via email within ten (10) business days of assignment.
 - c. Ampion will use commercially reasonable efforts to allocate your Utility Account(s) to a Project. Neither Ampion nor Owner guarantees any such allocation.



- d. The Effective Date of this Agreement shall be when this Agreement is assigned to the company of Owner that owns and operates the Project to which your Utility Account(s) has been allocated by Ampion.

2. Allocation of Community Solar Bill Credits.

- a. To receive Bill Credits your Utility bill under this Agreement, You must be and remain a customer of your Utility at the Utility service location. Subject to the foregoing, for each billing period during the term of this Agreement, Owner shall allocate Bill Credits associated with your share of Project output to your Utility Account(s). Owner makes no representations concerning the exact amount of Bill Credits which will be available during any billing period.
- b. Owner shall have the right to make adjustments to the amount of the Bill Credits allocable to You hereunder in future billing periods.
- c. You authorize Owner to obtain and review your consumption history and billing determinants from your Utility. This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain the confidentiality of such information and disclosure is reasonably necessary for the administration of this Agreement. This authorization will be effective from the Signature Date until the expiration of the term or earlier termination of this Agreement. You may rescind this authorization at any time by terminating this Agreement pursuant to Section 6, below. You hereby consent to enrollment in the Program.
- d. If your Utility changes or modifies your Utility Account(s) for any reason, You shall immediately notify Owner or an authorized agent of the Owner ("Owner's Agent") of such change and the extent of the modification, as well as provide to Owner or Owner's Agent a copy of the written notification from the Utility of such change or modification. This Agreement shall be null and void upon notice of such change or modification, if such change or modification is deemed to disqualify You by the terms of either the Program or Owner's additional requirements, to qualify for purchasing Bill Credits. Owner reserves the right to terminate this agreement upon notice to You as provided in Section 6.c below if You fail to notify Owner or Owner's Agent of any changes or modifications to your electric service account. You will forfeit the right to receive Bill Credits between the date of any change or modification to your electric service account and reinstatement of this agreement, if applicable.
- e. In order to be deemed eligible, You may be required to undergo a soft credit inquiry. You authorize Owner and its representatives (including Ampion) to make such credit inquiry, and you authorize Owner and its representatives (including Ampion) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit, but may appear on personal credit reports for up to two (2) years.

3. Payment for Program Generation Bill Credits.

- a. For each billing period (i.e., monthly) from when your Utility begins allocating Bill Credits



to your Utility Account(s), which may not begin for some time after You sign this Agreement, until the end of this Agreement, Owner or Owner's Agent shall provide to You an invoice ("Owner Invoice") via email. Included in each Owner Invoice will be a line item identifying the payment due from You to Owner.

- b. If paying by ACH or Check, the rate at which You will be billed under this contract ("the Contract Rate") is estimated at eighty percent (80%) of the monetary value of Bill Credits generated monthly via your subscription of the Project, plus any applicable sales tax. For the avoidance of doubt, this means if paying by ACH or Check, You will maximize your benefit and save approximately twenty percent (20%) of the monetary value of the Bill Credits that You receive. Because the amount of Bill Credits will vary month to month, Your payment will vary month to month as well. However, the Discount Rate stated above will not vary over the term of this Agreement. You will receive a separate invoice for your community solar subscription each month for these credits. Owner makes no representations concerning the exact amount of Bill Credits that will be available during any Billing Period.
- c. If paying by credit or debit card, the rate at which You will be billed under this contract ("the Contract Rate") is estimated at eighty three percent (83%) of the monetary value of Bill Credits generated monthly via your subscription of the Project, plus any applicable sales tax. For the avoidance of doubt, this means You will save approximately seventeen percent (17%) of the monetary value of the Bill Credits that You receive. Because the amount of Bill Credits will vary month to month, Your payment will vary month to month as well. However, the Discount Rate stated above will not vary over the term of this Agreement. You will receive a separate invoice for your community solar subscription each month for these credits. Owner makes no representations concerning the exact amount of Bill Credits that will be available during any Billing Period.
- d. You acknowledge that once Bill Credits are allocated to your Utility Account(s), the Bill Credits will be considered used and non-refundable. You are responsible for payment for all Bill Credits allocated to your Utility Account(s) from Owner, whether used or not used to offset Utility charges, including Bill Credits accrued at your Utility Account(s).
- e. Your payments to Owner of amounts invoiced under this Agreement shall be due according to the due date on Owner's Invoice. If You fail to pay any undisputed amount due hereunder by the date on which payment of such amount is due, Owner shall be entitled to charge You interest on such unpaid amount at a rate equal to the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.

4. Mutual Cooperation/Dispute Resolution.

- a. If You, in good faith, dispute an amount billed by Owner as provided in this agreement, You shall promptly notify Owner of the basis for the dispute no later than the fifth (5th) business day after your receipt of the applicable Owner Invoice. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to You or Owner in a timely manner.



- b. If You, in good faith, dispute an amount paid to Owner as provided in this agreement, You shall notify Owner within six (6) calendar months from the date of such payment. The parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to You or Owner, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c. If You, in good faith, wish to file any other complaint or dispute with Owner, You shall do so via electronic mail as soon as possible. You may also file a complaint relating to this agreement at any time with the Maine Public Utilities Commission ("ME PUC").
- d. You may, at any point during a dispute or complaint resolution process, request a written report from Owner detailing all attempts to resolve the complaint or dispute.
- e. Arbitration of Disputes. The Parties agree that any dispute, claim or disagreement arising out of this agreement (a "Dispute") shall be resolved by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS Inc. ("JAMS"), under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (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. To learn more about arbitration, You can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in Bangor, ME. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
 - i. Only Disputes involving the parties 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 either party's 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. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the parties.
 - ii. 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 the transaction between the parties under this agreement. 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.



- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, 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 RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL 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 WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

5. Your Acknowledgments.

- a. You understand that the Solar Farm will deliver electricity to the Utility and not to You. The Utility will make all calculations and determinations regarding the amount of the Bill Credit to be applied to your Utility Invoice, which shall be made pursuant to the Program regulations on file with the ME PUC
- b. You understand that You have no ownership interest in the Solar Farm, or any part of the Solar Farm; nor can You claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits.
- c. You understand that Owner collects customer account information, such as name, contact information, government issued ID numbers, and financial and banking information, and Owner uses such information for identification purposes; establishment, maintenance and service of customer accounts; communication with customers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Owner's business and the products and services Owner provides to customers. Owner also shares this information with its subsidiaries, affiliated companies or other third parties that assist Owner in providing You with current and potentially future services, or with other permitted uses of personal information.
- d. If You are allocated to the Program regulations, pursuant to the regulations of that Program therein, Owner is required to provide You with the Program Disclosure Form (the "Disclosure Form") as applicable, that has either been included with this agreement or will be provided to You prior to receipt of any Bill Credits. You acknowledge and agree that You will receive, complete and execute the Disclosure Form, and that this agreement shall not be effective, and You shall not be eligible to receive any Bill Credits, until You have returned such completed and executed Disclosure Form to Owner, in addition to this executed agreement.



- e. YOU UNDERSTAND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FARM OR ITS INSTALLATION, THE VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

6. Term and Termination of Agreement.

- a. The initial term of this agreement is five (5) years (the "Initial Term") and shall commence upon the date of the first Owner Invoice issued to you. Upon the expiration of the Initial Term, the term of this agreement shall be automatically extended for an additional term of two (2) years under the same terms and conditions stated herein (each, a "Renewal Term"), and shall continue to renew for an additional Renewal Term of two (2) years at the end of each subsequent Renewal Term, unless the Initial Term or then-existing Renewal Term is terminated by either party upon written notice in accordance with the following clauses in this Section 6.
- b. Notwithstanding anything to the contrary contained herein, you may terminate this agreement by giving Owner prior written notice of termination which depends on the utility account allocation size and aligned with the table below. If you provide such notice of termination, you will continue to pay for the Bill Credits allocated to you prior to your utility processing your termination. You will also be responsible for payment for any Bill Credits that have been allocated to you but not otherwise paid for, i.e., Bill Credits that rollover in excess of what is applied to your utility invoice. **There is no fee for any early termination of this agreement.**

Utility account(s) allocation size (kWh)	Required prior written notice to cancel length
< 500,000 kWh	6 months
500,000 - 1,000,000 kWh	12 months
1,000,000 - 2,000,000 kWh	18 months
> 2,000,000 kWh	24 months

- c. Notwithstanding anything to the contrary contained herein, Owner may terminate this agreement at any time by giving You written notice that it will no longer allocate Bill Credits to You. Upon such termination, neither party shall have any liability to the other save in respect of such liability accruing or arising prior to such termination.
- d. This Section 6.d, and Sections 3 and 9 - 13 of this agreement shall survive any termination of this agreement, regardless of the reasons for such termination.

7. Events of Default.



- a. Your failure to pay any undisputed sum payable to Owner when due shall constitute an “Event of Default” by You under this agreement.
- b. Immediately upon an Event of Default by You, Owner may, in its sole discretion, immediately terminate this agreement by giving You written notice thereof and allocate and/or assign to a third party the Bill Credits allocated to You by the terms of this agreement.

8. Assignment.

- a. You may not assign this agreement, and any attempted assignment hereof by You shall be void *ab initio*.
- b. You may change the address of the electric service account to which the Bill Credits are applied so long as (i) You provide written notice to Owner and (ii) your Utility provides electric service to the new address, and You otherwise continue to qualify under both the Maine Public Utility Commission’s requirements in effect and Owner’s additional requirements for the purchase of Bill Credits. The change in address will be effective upon the Utility allowing Owner to make such change, which generally occurs within 60 days. Owner will not be liable for any Bill Credits lost as a result of any such change of address, and You shall remain obligated to remit payment with respect to any such lost Bill Credits.
- c. Owner may assign, sell or transfer the Solar Farm and/or this agreement, or any part of this agreement, and Owner may subcontract any of its obligations under this agreement, without your consent. If any such assignment extends to all of Owner’s obligations under this agreement, Owner will be released from all of its liabilities and other obligations under this agreement. If requested by Owner, You agree to execute and deliver to any such transferee, assignee or financing partner an acknowledgement and confirmation of your obligations under this agreement as may be reasonably requested by Owner.

9. Force Majeure.

- a. If a Force Majeure Event (as defined in paragraph 9.b, below) delays or prevents Owner’s performance of all or some of its obligations under this agreement, Owner will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:
 - i. Owner’s suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Owner will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event);
 - ii. No obligation of either You or the Owner that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event;



- iii. Owner provides notice to You of the Force Majeure Event within a reasonable period of time after the occurrence thereof describing the particulars of the occurrence and the anticipated period of suspension of or delay in Owner's performance of its obligations; and
- b. For purposes of this agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Owner and not caused by Owner's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Farm caused by: flood, fire, lightning, earthquake, tornado, hurricane, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid or Utility's ability calculate or allocate Bill Credits, any failure of equipment not utilized by Owner or under Owner's control, or any failure of the Solar Farm to produce electricity not caused by Owner's fault or negligence.

10. Miscellaneous.

This agreement contains the entire agreement between the parties with respect to the subject matter of this agreement, and there are no other agreements, written or oral, between the parties regarding the subject matter of this agreement. This agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This agreement shall be governed by the internal laws of the State of Maine, without regard to the conflicts of laws principles thereof. This agreement may not be amended except pursuant to a writing executed by both parties. No delay or failure by any party in enforcing any of such party's rights hereunder shall be deemed a waiver of any such right. This agreement may be executed in counterparts, and, if so executed, each such counterpart shall have the force and effect of an original for all purposes. This agreement may be executed by facsimile, .pdf, any electronic signature complying with the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229, or any signature complying with applicable analog state laws (e.g., Uniform Electronic Transactions Act(s)).

11. Limitation on Damages.

Notwithstanding anything to the contrary contained in this agreement, the liability of either party or its affiliates to the other party arising under or in connection with this agreement shall be limited to actual, direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

12. Notice Provisions.

All notices of any kind which either party is required or desires to give to the other in connection with this agreement shall be in writing, including electronic mail or similar electronic transmission via Owner's online customer service portal, shall be effective upon delivery, and shall be mailed, delivered or transmitted electronically by electronic mail or Owner's online customer service portal, in each case to the address or Email address, as applicable, specified below for such party or such other address or Email



address as such party may, after signing of this agreement, designate to the other party by notice in accordance with this Section 12:

Ampion Renewable Energy
help@ampion.net

13. Customer Care. You may contact Owner’s Customer Care Center at (800) 277-3631 through Friday during normal business hours, or write to Owner via electronic mail at the email address specified in Section 12.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below written.

AMPION PBC

Subscriber (“You”)

Name: Nate Owen

Title: CEO

Date: 11/3/2023

Signature: 
90A411E7384E46A...

Company: Aroostook County Commissioners

Name: Ryan Pelletier

Title: _____

Date: 11/28/2023

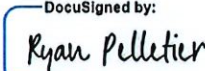
Signature: 
F6A1EEF9584145B...



Exhibit 1: Utility Accounts List (Account Numbers)

Log in to your portal for a list of service addresses enrolled



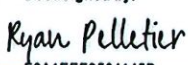
Authorization Agreement for Recurring Online Payment

A. Instructions

1. This form is required to authorize Solar Farm Owner ("Owner") and/or its affiliates, successors and/or assignees to:
 - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments ("Bill Credits")
 - Change the banking or financial institution information on an existing Designated Payment Account.
2. By executing this form, you authorize the Owner or its Agent(s) to process automatic payments from the Designated Payment Account you provided during enrollment using the secure online customer portal, pursuant to the **Community Solar Bill Credit Purchase and Sale Agreement**.
3. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of, and incorporated into, this form. Contact your customer care representative with any questions.
4. Retain a copy of this form.
5. Complete all required fields identified below and enter payment information in the secure online customer portal.

Buyer Name*	Ryan Pelletier
Address 1*	144 Sweden St
Address 2*	Suite 101
City*	Caribou, ME, 04736
Zip Code*	04736

Signature Section. By signing below, you acknowledge that you have received, read, and agree to the incorporated "Terms and Conditions" in Section B and confirm the accuracy of the information provided above.

DocuSigned by:  <small>F8A1EEF9684145B...</small>	11/28/2023
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Buyer Signature*

Date*



Authorization Agreement for Recurring Online Payment

B. Terms and Conditions

1. I (We) do hereby authorize the Owner or its Agents(s) to initiate monthly recurring payments to my (our) account(s). I further authorize the Owner or its Agent(s) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the Community Solar Bill Credit Purchase and Sale Agreement with the Owner (the "Agreement").
2. If you choose a credit/debit card as the method of payment for your subscription, please note that a convenience fee of up to 3% applies. The exact dollar amount of the convenience fee will be displayed on your first invoice. Also, you authorize the Owner or its Agent(s) to process periodic card pre-authorizations to ensure the card remains valid and that sufficient funds will be available prior to billing. You understand that these pre-authorizations will place a temporary hold on funds which will normally expire after several days, the length of the hold being dependent on your card funding institution. If a pre-authorization fails, you agree to provide an alternative Designated Payment Account using the secure online customer portal.
3. This authorization is to remain in full force and effect until the termination of the Agreement.
4. You are obligated to notify the Owner of any changes to your payment information. Notification of such changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
5. Under federal law, you have the right to stop an automatic payment. You must give at least three (3) business days oral or written notice to the Owner before the scheduled payment date in order to stop an automatic payment. The Owner shall be required to give email notifications and/or online access to the amount(s) and due date(s). If the above payment dates fall on a weekend or holiday, you understand that the payments may be executed on the next business day.
6. You understand that if your initial payment failed, the Owner may at its discretion attempt to process the charge again within 30 days, any fees associated with non-payment or late payment will be added to your subsequent invoice. No payments due to the Owner will be considered "paid" until the Owner receives the funds in full.
7. The Owner will incur no liability as a result of a withdrawal being dishonored by your financial institution.

Limitation of Liability. You acknowledge and agree that the Owner bears no liability or responsibility for any losses incurred due to any delay in the actual date on which your bank/card account is debited. In order to process the electronic funds transfer, you must have sufficient funds available in the bank/card account provided. Additionally, you are responsible for any fees the account-holding financial institution may charge for electronic payments. You hereby agree to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

Unauthorized Withdrawals. In the event that you believe that an unauthorized withdrawal has been taken from your account, or in the event of any other potential dispute or error, you must immediately notify the Owner at help@ampion.net, or by calling 800-277-3631.

Confidentiality/Security. All information provided on this form and captured in the secure online portal is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All



online transactions are processed with point-to-point encryption to protect your sensitive payment information. Ampion does not store your Payment credentials. After verification, Ampion retains tokenized keys that refer to your payment credentials. For compliance reasons, Ampion retains these keys for a period of no less than 180 days after the last payment has settled or you cancel your account, whichever is later. Ampion will honor your request to remove the Payment credential keys, if the request is received in writing to help@ampion.net and subject to the Data Retention policy above.

To terminate your authorization or report alleged unauthorized transfers, please contact:

Phone: 800-277-3631

Email: help@ampion.net

**MAINE NET ENERGY BILLING TARIFF RATE PROJECT
SUBSCRIPTION AGREEMENT**

The DATE of this Agreement is: **4/14/2023**

<u>Provider</u> ("Owner")	<u>Subscriber</u> ("Subscriber")
Name: SV Development, LLC	Name: Aroostook County Commissioner's Office
Attn: Tim Polz (Chief Development Officer) <i>Name of Authorized Agent/Representative</i>	Attn: Ryan Pelletier <i>Name of Authorized Agent/Representative</i>
<u>For Notices to Owner:</u>	County Administrator <i>Title of Authorized Agent/Representative</i>
Mailing Address: PowerMarket 335 Madison Ave.	<u>For Notices to Subscriber:</u>
City/State/Zip New York, NY 10017	Mailing Address: 144 Sweden St.,
Phone Number: (262) 547-1200	City/State/Zip: Caribou, ME 04736-2137
Email Address: sunvest@powermarket.io	Phone Number: (207) 493-3318
<u>Project Name:</u> Easton CSG 1, LLC	Email Address: ryan@aroostook.me.us
Coordinates: 46.641723, -67.907513	<u>Subscriber's Utility Account Information:</u>
Address: 140 Center Road, Easton, ME 04740	Utility Company: Versant Maine Public District (the "Utility")
<u>Project Name:</u> Limestone CSG 1, LLC	Utility Account Service Address
Coordinates: 46.914352, -67.852608	Address: See Exhibit F
Address: n/a	City/State/Zip: See Exhibit F
<u>Project Name:</u> Limestone CSG 2, LLC	Phone Number: Same as above. (if different from above)
Coordinates: 46.922717, -67.831028	Email Address: Same as above. (if different from above)
Address: n/a	Utility Account #: See Exhibit F
Phone Number: (262) 547-1200	Utility Meter #: See Exhibit F
Email Address: sunvest@powermarket.io	<u>Subscription:</u>
<u>Customer Service:</u>	Size: 91.852 kW (AC) / 112.888^{BS} kW (DC)
Phone Number: (262) 547-1200	Subscription Quantity: 163,957 kWh
Email Address: sunvest@powermarket.io	
Contract No. n/a	

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This confirms that Subscriber desires to enroll the utility account identified above in a Subscription (as more fully defined below) in the above identified net energy billing tariff rate project powered by solar photovoltaics (“Project”). All capitalized but undefined terms shall have the meaning ascribed to such term as defined herein. Subscriber authorizes Owner, or Owner’s designee, to work with the Utility to enroll Subscriber in a Subscription. The Subscription is expected to result in certain “Bill Credits” on Subscriber’s Utility bill pursuant to the terms of the NEB Tariff Rate Program and the applicable NEB Tariff Rate. Pursuant to the NEB Agreement (as more fully defined herein), Subscriber is expected to retain approximately **15%** of Bill Credits. Pursuant to the NEB Tariff Rate Program and the applicable NEB Tariff Rate, Bill Credits from a subscription are calculated by the Utility based on the output (measured in kilowatt-hours (“kWh”)) of a project, the credit rate under the NEB Tariff Rate, and the proportion of the subscription (in kW) to the total Nameplate Capacity of the project (in kW). This Subscription Agreement together with the Specific Terms of the Subscription and the General Terms and Conditions of Subscription, and the NEB Contract (attached hereto as Exhibit A), and all other exhibits attached hereto are incorporated herein (collectively, the “Agreement”) sets forth the agreement between Owner and Subscriber with respect to Subscriber’s Subscription in the Project, and is entered into by the Parties as of the date set forth above.

Specific Terms of the Subscription:

Initial Term:	Ten (10) years, beginning on the later of Production Start Date or successful enrollment of the Subscription by Utility, with two (2) 5-year renewal extensions available.
Limitations on Subscription Size:	The Subscription is sized based on Subscriber's historical usage, to comply with the NEB Tariff Rate Program. The Subscription may be adjusted up or down upon mutual agreement of Subscriber and Owner in the future based on Subscriber's electricity usage during the Term. Subscriber will be notified in advance of any proposed adjustment to the Subscription based on usage and may increase or decrease its Subscription only upon written agreement. For subscribers in a Utility service area administered by the Northern Maine System Administrator the number of accounts or meters is limited to 10 for subscribers or shared financial interest subscribers.
Billing; Payments; Subscription Price:	<p><u>The Subscription Price.</u> Subscriber agrees to pay Owner on a monthly basis a fixed 85% of the dollar-value of the Bill Credits applied to Subscriber's monthly electric bill (as set forth on Exhibit F), which percentage will remain fixed for the Term of this Agreement ("Subscription Price"). Subscriber's Bill Credits will be calculated by Utility and will be equal to the NEB Tariff Rate, as set annually by the PUC, multiplied by the Subscriber's share of the facility output during the applicable period.</p> <p><u>Billing.</u> Owner or its designee to invoice Subscriber monthly for the Subscription Price due for the prior month, Subscriber to pay such invoice to Owner or its designee within thirty (30) days of the date of such invoice.</p> <p><u>Fees and Other Charges:</u> Beyond the Subscription Price payable to Owner above, there are no other fees payable to Owner.</p>
Security Deposit/Other Amount Due at Signing:	\$0 (Zero)
Early Termination:	<p>Subscriber may terminate this Agreement upon thirty (30) days prior notice to Owner for reasons described in Section 4(a) of the attached General Terms and Conditions.</p> <p>Subscriber may terminate this Agreement upon 12-months prior notice to Owner for reasons other than those described in Section 4(a) of the attached General Terms and Conditions subject to an early termination fee as set forth in Exhibit C and as described in Section 4(d).</p>
Early Termination Fee:	\$0 (Zero) if termination is in accordance with Section 4(a) of the attached General Terms and Conditions. If Subscriber terminates for reasons other than those described in Section 4(a) of the attached General Terms and Conditions, an Early Termination Fee will apply as set forth in Exhibit C and as described in Section 4(d).
No Guarantee:	This Agreement does not guarantee any savings to Subscriber. This Agreement does not guarantee a minimum level of performance by the Project or minimum quantity or value of Bill Credits.
No Ownership:	Subscriber does not have an ownership interest in the Project. For more information, see Sections 2 and 6(c) of the attached General Terms and Conditions.
Moving / Change of Service Address:	If the Utility Account Service Address identified above changes for any reason, Subscriber must provide written notice to Owner. For more information, see Section 9 of the attached General Terms and Conditions.
Reallocation:	Owner may, from time-to-time, reallocate all or a portion of Subscriber's Subscription among one or more solar energy facilities, including the Project, if all such solar energy facilities are located entirely within Utility's service territory and if Subscriber provides affirmative authorization of the reallocation to Owner. The Parties expressly intend and agree that this Agreement will be deemed amended following Subscriber's affirmative authorization.

Privacy Policy:	Owner will not provide customer’s information obtained under this Agreement to third parties except as necessary to administer this Agreement.
Project Maintenance:	Project will be maintained and operated by Owner’s installer or Owner’s designee.
Project Production Projections:	<p>["Easton" Community Solar Garden: The expected life of the Project is 20 years with an expected degradation of 9.1% over the life (0.5% per year). First-year total production of this system is expected to be 5,998,000 kWh. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.]</p> <p>["Limestone 1" Community Solar Garden: The expected life of the Project is 20 years with an expected degradation of 9.1% over the life (0.5% per year). First-year total production of this system is expected to be 6,450,000 kWh. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.]</p> <p>["Limestone 2" Community Solar Garden: The expected life of the Project is 20 years with an expected degradation of 9.1% over the life (0.5% per year). First-year total production of this system is expected to be 5,179,000 kWh. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.]</p>
Sign-On Incentive:	<p>Within 60 days of mutually executing this Subscriber Agreement, Owner will remit a onetime, sign-on incentive payment of \$.01/kWh of the Subscriber’s Subscription Size for the initial twelve-month period directly to Subscriber.</p> <div style="text-align: right; border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-left: auto;"> RP </div>

By signing below, Owner and Subscriber acknowledge and agree that they each have read and understand this Agreement and its exhibits in their entirety, have received a copy of this Agreement, and have executed this Agreement as of the date set forth above.

Project Owner: SV Development, LLC

By: _____
DocuSigned by:
Tim Polz
C1A803203060445...

Print Name: **Tim Polz**

Title: **Chief Development Officer**

Subscriber: Aroostook County Commissioner's Office

By: _____
DocuSigned by:
Ryan Pelletier
80882C120B8146B...

Print Name: **Ryan Pelletier**

Title: **County Administrator**

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- a. “Agreement” has the meaning set forth in the Subscription Agreement above, as it may be amended from time to time in accordance with its terms, and the terms and conditions of the NEB Contract.
 - b. “Applicable Law” means with respect to any person, property or matter, any of the following applicable thereto: any statute, law, rule, regulation, ordinance, rule of common law, order or binding interpretation, determination, code, treaty, judgment, decree, directive, or similar form of decision of any governmental authority in the state of Maine.
 - c. “Bill Credits” means the monetary credit placed on Subscriber’s bill from the Utility attributable to Subscriber’s interest in one or more Subscriptions pursuant to NEB Tariff Rate Program.
 - d. “Business Day” shall mean any day other than a Saturday, Sunday, or a holiday under U.S. or Maine law.
 - e. “Change in Law” means a new law or regulation is enacted, or an order or decision of a Governmental Authority or independent system operator (“ISO”) is issued, or there are revisions in the implementation of, amendments to, or interpretations of any law, regulation, order or decision of a Governmental Authority or ISO in each case that materially adversely impacts or prevents a Party’s ability to perform its obligations in accordance with the Agreement.
 - f. “Eligible Facility” means a discrete electric generating facility that uses a renewable fuel or technology as specified in Title 35-A, Section 3210(2)(B-3) and is located in the service territory of a transmission and distribution utility in Maine.
 - g. “Financial Interest” has the meaning set forth in the NEB Contract attached hereto as Exhibit A.
 - h. “Force Majeure” has the meaning set forth in Section 13 below.
 - i. “Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
 - j. “Nameplate Capacity” means the aggregate inverter nameplate capacity in kilowatts AC (kW (AC)).
 - k. “NEB Tariff Rate Program” means, to the extent applicable to Project or similarly situated facilities, Maine Revised Statutes Annotated Title 35-A Section 3209-A-B as may be amended from time to time, Chapter 313 of the Maine Public Utilities Commission regulations as may be amended from time to time, and any other applicable rules of the Maine Public Utilities Commission.
 - l. “NEB Contract” means that certain Net Energy Billing Tariff Rate Agreement between Owner, as the Project sponsor, and Utility, a copy of which is attached as Exhibit A.
 - m. “NEB Tariff Rate” means the standard offer service rate established under Title 35-A, section 3212, set forth annually by the PUC, as publicly posted on the PUC’s net energy billing webpage, that is applicable to the net energy billing tariff rate customer receiving the bill credit plus 75% of the effective transmission and distribution rate for the rate class that includes the smallest commercial customers of the customer’s investor-owned transmission and distribution utility.
 - n. “Net Energy Billing Tariff Rate Project” means the Project.
 - o. “Owner” means the party identified as the Project owner in the Subscription Agreement above.
 - p. “Party” or “Parties” means the two parties identified in the Subscription Agreement above as Owner and Subscriber. Owner and Subscriber are sometimes also referred to individually as a “Party.”
 - q. “PUC” means the Maine Public Utilities Commission.
 - r. “Production Start Date” means the first day of commercial operation of the Project.

- s. "Project" means the solar photovoltaic generation facility owned by Owner identified under Project Name in the Subscription Agreement above, which is located in Utility's service territory.
- t. "Relocation" has the meaning set forth in Section 9 below.
- u. "Renewable Energy Credits (RECs)" means the environmental attribute represented by 1 MWh of electricity generated by the Project.
- v. "Renewal Term" has the meaning set forth in Section 3 below.
- w. "Shared Financial Interest" has the meaning set forth in the NEB Contract attached hereto as Exhibit A.
- x. "Subscriber" means the party identified as the subscriber in the Subscription Agreement above.
- y. "Subscription" has the meaning set forth in Section 2 below.
- z. "Subscription Agreement" means the subscription agreement above.
- aa. "Subscription Price" has the meaning set forth in the table on page 3 above.
- bb. "Subscription Size" means the amount in kW (AC) as specified on page 1 of this Agreement.
- cc. "Subscription Quantity" has the meaning set forth in Section 2 below.
- dd. "Term" has the meaning set forth in Section 3 below.
- ee. "Utility" means the name of the entity specifically identified as such in the Subscription Agreement above.

2. The Subscription.

a. This Agreement describes the terms and conditions of Subscriber's purchase of a Subscription in a Maine Net Energy Billing Tariff Rate Project. Pursuant to this Agreement, in consideration for payments by Subscriber to Owner, Subscriber will be entitled to receive a portion of the Bill Credits attributable to the Subscription and generated by the Project. Bill Credits are expressed in dollars and are currently calculated by the Utility as the product of the kilowatt hours (kWh) attributable to the Subscription multiplied by the NEB Tariff Rate. The kWh attributable to the Subscription is equal to the total kWh generated by the Project, multiplied by the Subscription Size (in kW (AC)), divided by the Project's Nameplate Capacity (in kW) (the "Subscription Quantity"). After the Utility has accepted enrollment of the Subscription, the Utility is expected to begin associating Bill Credits with Subscriber's account within in 1-2 billing cycles. Owner, or Owner's designee, will provide Subscriber with a monthly invoice that sets forth the Subscription Price payable to Owner. If the Utility rejects enrollment of the Subscription for any reason or no reason, and Owner and Subscriber are unable to cure such rejection by the Utility, this Agreement will terminate automatically, and neither Party will have any obligation or liability to the other. Subscriber's bill payment obligations will be in accordance with the terms of this Agreement.

b. This Agreement, and Subscriber's payment under this Agreement, entitle Subscriber solely to Bill Credits pursuant to the NEB Tariff Rate Program, which may only be used in accordance with such NEB Tariff Rate (as it may be revised from time to time). The Subscription does not represent an ownership interest or other interest in the Project, in any solar panel, or other equipment, or in the real estate on which the Project is located, nor does it entitle Subscriber to receive any portion of the actual electricity generated by the Project or any ownership interest in other attributes, incentive payments, Renewable Energy Credits, securities, or commodities that may be associated with the Project or such electricity, nor any profit (through any tax credits, rebates, earnings, capital appreciation, or otherwise) related to either the Project or entering into this Agreement, other than the portion of Bill Credits identified in this Agreement. Subscriber acknowledges that this is a subscription agreement, and Owner is not a utility, alternative retail electric supplier, or agent, broker, or consultant.

3. **Term.** The term of this Agreement shall commence on the date set forth on the Subscription Agreement above, and unless earlier terminated as provided in this Agreement, shall end on the tenth (10th) anniversary of the

Production Start Date or the expiration of the NEB Contract, whichever is shorter (“Initial Term”). Owner will advise Subscriber of the Production Start Date. The Parties may extend the Term for up to two (2) additional renewal periods of up to five (5) years for each renewal period (“Renewal Term”). The Initial Term and the Renewal Terms are together referred to as the “Term.” No later than ninety (90) days prior to the expiration of the Initial Term, and each Renewal Term, the Subscriber shall notify Owner in writing of its intention to extend or not extend the Term or the Renewal Term. In the event that the Subscriber does not provide Owner with such notice, the Renewal Term will be deemed to automatically have commenced.

4. Termination.

a. 30-Day Termination. In the event that Owner (i) fails to achieve the Production Start Date within twenty-four (24) months after the execution of this Agreement; (ii) is in material breach of its material obligations under the Subscription Agreement for a period exceeding sixty (60) days (such period to be extended to one hundred and twenty (120) days if Owner is diligently pursuing a cure), wherein Owner received thirty (30) days prior notice from Subscriber of the event of default; or (iii) receives notice that the NEB Contract has been terminated for any reason other than due to a breach by Subscriber, then Subscriber may terminate this Agreement at any time by providing thirty (30) calendar days’ prior written notice to Owner. Subscriber shall not be subject to an Early Termination Fee if it terminates this Agreement in accordance with this subsection (a).

b. Owner may terminate this Agreement at any time by providing ninety (90) calendar days’ prior written notice to Subscriber. Upon expiration of the applicable foregoing prior notice period, Owner or its designee will inform the Utility of the disenrollment of the Subscription. Subscriber shall be responsible for all payments and accrued fees on bills that include any Bill Credits from the Subscription under this Agreement through the last Utility bill that includes Bill Credits attributable to the Subscription. Owner expects that Bill Credits will no longer appear on the Utility bill within 1-2 billing cycles after the Utility receives notice of disenrollment of the Subscription, but the actual date of disenrollment of the Subscription and termination of Bill Credits is within the sole control of Utility.

c. Termination Required by Law. Owner may terminate this Agreement immediately upon written notice to Subscriber at any time after the Production Start Date if a Change in Law occurs, or if otherwise required by law or if the NEB Contract has been terminated for any reason other than due to a breach by Subscriber. If termination is required by law, Owner will not have any liability to Subscriber. Parties agree to negotiate in good faith to revise the Agreement if there is a change in Maine statute or rule that materially alters any right or obligation of a Party.

d. Early Termination Fee. Subscriber may terminate this Agreement upon twelve (12) months prior notice to Owner for reasons other than those described in (a) above, subject to an early termination fee as set forth in Exhibit C (“Early Termination Fee”). Subscriber shall pay such Early Termination Fee to Owner upon the termination date, and such termination shall only be effective after such payment is received by Owner. Subscriber shall not be subject to an early termination fee if it terminates this Agreement in accordance with (a) above.

e. Rescission. Subscriber may rescind its authorization under this Agreement if Subscriber requests such rescission orally or in writing within five days of the Subscriber’s receipt of its first bill or invoice. If Subscriber rescinds its authorization pursuant to this provision: (1) Subscriber is responsible for payment in full of the first bill or invoice, and (2) Subscriber will not be subject to an early termination fee, as described in (d) above, or any other fees.

5. Billing; Payment.

- a. Subscription-related billing, payments, payment methods, billing adjustments, applicable taxes, and other terms and conditions of payment are governed by this Agreement and the applicable Utility.
- b. Following each billing cycle, Owner or its designee shall provide Subscriber with an invoice calculating the Bill Credits generated in the prior billing cycle, and the amount due and owing from Subscriber to Owner for such Bill Credits. Subscriber shall pay such amount stated on the invoice to Owner or its

designee within thirty (30) days of the date on the invoice.

6. Subscriber's Acknowledgments, Rights, and Obligations.

- a. By signing this Agreement, Subscriber represents that it is a customer of Utility with an account address shown at the top of the Subscription Agreement.
- b. By signing this Agreement, Subscriber acknowledges that it has not and will not enter into a subscription agreement with another entity to provide Bill Credits to the utility account number(s) and utility account meter number(s) for the portion of its usage served by this Agreement.
- c. Except as expressly set forth in the Agreement, Subscriber will not have any rights or obligations with respect to the development, financing, construction ownership, operation, or maintenance of the Project.
- d. Subscriber agrees that it will cooperate with Owner or its designee as reasonably necessary to facilitate the compliance of this Agreement and the Project with any regulatory requirements affecting this Agreement, in effect from time to time, including: executing any forms necessary for Owner to obtain Utility account information on Subscriber's behalf and providing information about Subscriber to the Utility, the PUC, or Owner's designee as necessary to enroll the Subscription or as necessary to comply with the requirements of the NEB Tariff Rate Program.
- e. In the event that the Utility rejects enrollment of the Subscription for any reason, Subscriber further agrees that it will cooperate with Owner or its designee and take any other action as necessary to cure such rejection to facilitate enrollment of the Subscription, including an adjustment to the Subscription Size.
- f. Subscriber agrees that it will cooperate with Owner or its designee as reasonably necessary to obtain Utility account information on Subscriber's behalf to facilitate the billing of Subscription payments.
- g. Subscriber acknowledges that it is solely responsible for paying Subscription Payments to Owner, including any charges not covered by the Bill Credits. Subscriber agrees that its Subscription Size and Subscription Quantity will be estimated based on its historical annual usage and may be adjusted during the Term based on its electricity usage after Owner notifies Subscriber of a change in Subscription Size and/or Subscription Quantity in writing and obtains written agreement executed by Subscriber, which may cause the amount payable by Subscriber under its bill to increase or decrease.
- h. If for any reason Subscriber receives a new Utility account number, whether at Subscriber's current service address(as identified on the Subscription Agreement) or not, then Subscriber shall be obligated to provide Owner with written notice of such new Utility account number. Owner will take reasonable steps to enroll Subscriber's new account under the NEB Tariff Rate Program. If Owner's reasonable efforts are unsuccessful, Owner may terminate this Agreement with no compensation to Subscriber.
- i. Subscriber agrees that Owner may execute Utility's PUC Chapter 313 – Customer Net Energy Billing Agreement Application on behalf of Subscriber, which is attached hereto as Exhibit D.
- j. Subscriber agrees that it shall be responsible for resolving any disputes with Utility regarding the rate applied to energy production and the amount of Bill Credits paid to Subscriber, as defined and governed by the NEB Tariff Rate Program. Any conflict between the terms of this Agreement and the NEB Tariff Rate Program shall be resolved in favor of the NEB Tariff Rate Program.
- k. Subscriber acknowledges that Owner is not providing any guarantee of any quantity of production of energy from the Project or Bill Credits in any time period.
- l. Subscriber represents and warrants (i) the premises served by the Utility accounts listed for its Subscription are within the Utility's service territory in the State of Maine, and (ii) that it has a Financial Interest or Shared Financial Interest in an Eligible Facility and has the rights to the benefits of the output of the Project.

7. Owner's Acknowledgments, Rights, & Obligations.

- a. Acknowledgment by Owner. Owner is an entity duly organized and validly existing under the laws of its

state of organization. Owner has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, and the performance of the Owner's obligations hereunder, have been duly authorized by all necessary action on the part of the Owner, and this Agreement constitutes the legal, valid, and binding obligation of the Owner.

- b. Outages. Owner will use reasonable efforts to notify Subscriber in writing if the Project is out of service for more than five (5) consecutive business days, which will include an estimate of the duration of the outage and an estimate of the production that will be lost due to the outage. No Bill Credits will be generated during an outage, and no compensation will be paid for outages of any length.
 - c. Taxes. Owner does not make any representations or warranties to Subscriber concerning the tax implications of any Bill Credits provided to Subscriber in connection with the Project.
 - d. Owner will claim and receive any and all incentives, and any other benefits of ownership of the Project, both presently and in the future.
 - e. Owner has exclusive right to and ownership of, and intends to sell, the RECs generated by the Project.
 - f. Subject to the terms and conditions of the NEB Contract, Owner will sell 100 percent of the Project's energy production to Utility.
 - g. Owner shall have sole responsibility for resolving any disputes with Utility regarding the amount of energy production from the Project and shall also have sole discretion over any such resolution.
 - h. Owner shall maintain, or shall cause to be maintained, the Project's equipment and interconnection with the electrical grid consistent with industry standards and recommendations from equipment manufacturers.
8. **Assignment**. Subscriber may transfer or assign its rights or obligations under this Agreement to any person or entity eligible to participate in the NEB Tariff Rate Program within Utility's applicable service territory, provided that Subscriber may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Owner, which Owner shall not unreasonably withhold. Owner may assign this Agreement without Subscriber's consent and without prior notice, including without limitation in connection with a sale or transfer of the Project. Upon any such assignment, the assignor shall be released from all future obligations under this Agreement and the assignee will assume all obligations of Owner under this Agreement. Any attempt by Subscriber to assign or transfer this Agreement without consent shall be voidable by Owner and constitute a default under this Agreement. Subject to the foregoing, this Agreement shall be binding upon the Parties and their permitted successors and assigns.
9. **Moving**. If Subscriber moves or relocates to a new address or the service address identified in the Subscription Agreement above otherwise changes ("Relocation"), Subscriber shall be obligated to provide Owner with written notice of such new address at least thirty (30) calendar days prior to such Relocation. Owner reserves the right to require that Subscriber provide additional evidence documenting the Relocation.
- a. Relocation within Service Territory. If upon Relocation, Subscriber continues to be a customer of the same Utility identified in the Subscription Agreement above and Owner successfully enrolls Subscriber's new account with the Utility under the NEB Tariff Rate Program, Subscriber agrees that this Agreement will continue in accordance with its terms and to provide Owner with Subscriber's new Utility account information. Subscriber's Relocation may be subject to Utility review and approval for enrollment. In the event that Subscriber opens a new Utility account at a new address, such new account may be subject to Utility review and approval for enrollment under the NEB Tariff Rate Program. Owner is not responsible for any actions or inactions by the Utility. Subscriber will be responsible for all Subscription Payments due regardless of when any such changes take effect. Subscriber will not be charged any fee to transfer its address if it moves within the Utility's service territory.
 - b. Relocation Outside of Service Territory. If upon Relocation, Subscriber is no longer a customer of the same Utility and is outside of the Utility's service territory, either Party may terminate this Agreement by providing thirty (30) calendar days' prior written notice to the other Party, and for Subscriber, subject to the terms and conditions of Section 4(a) above. If Subscriber moves from its Utility's service territory, it will no longer

be eligible to receive Bill Credits associated with the Project, but shall not be required to pay an Early Termination Fee so long as Subscriber is not in breach of its obligations in Section 11 prior to such Relocation.

10. **Reallocation.** Owner may, from time-to-time upon, reallocate all or a portion of Subscriber's Subscription among one or more solar energy facilities, including the Project, if all such solar energy facilities are located entirely within Utility's service territory and if Subscriber provides affirmative authorization of the reallocation to Owner. Subscriber's affirmative authorization may be provided by a letter of authorization, third-party verification, or electronic authorization as described in Chapter 313 Section 4 of the PUC regulations. The Parties expressly intend and agree that the Terms of this Agreement will be deemed modified following Subscriber's affirmative authorization, with no further action needed on behalf of either Party to effectuate such amendment.
11. **Events of Subscriber Default.** Subscriber will be in default of this Agreement if Subscriber:
 - a. commits a breach or default of the Subscriber's Subscription payment obligations, which continues beyond any applicable cure period thereunder;
 - b. attempts to assign this Agreement in violation of Section 8 of this Agreement;
 - c. breaches any other obligation under this Agreement and such breach continues for thirty (30) calendar days after Subscriber receives written notice thereof;
 - d. provides false or misleading information to Owner; or
 - e. voluntarily commences bankruptcy, insolvency, reorganization, stay, or similar debtor-relief proceedings, or if any of the foregoing proceedings are brought involuntarily against Subscriber, or if Subscriber becomes insolvent or generally does not pay debts as they become due, or admits in writing Subscriber's inability to pay debts, or makes an assignment for the benefit of creditors.
12. **Owner Remedies in Event of Subscriber Default.** If Subscriber is in default under this Agreement, without limiting any other rights or remedies available to Owner under this Agreement, at law, or in equity, Owner shall have the right to take one or more of the following actions:
 - a. take action to prevent loss, correct Subscriber's default, or otherwise enforce specific performance of this Agreement, by court action or otherwise;
 - b. terminate this Agreement and inform the Utility that Subscriber's account is no longer a subscriber to the Project; or
 - c. recover damages for Subscriber's default.
13. **Force Majeure.** Neither Party shall be in breach of this Agreement because of any failure or delay in complying with its 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 the other Party 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; riots; vandalism; regional strikes or other significant regional labor disputes; a governmental authority's actions or failure to act; an Utility's actions or failure to act, including any curtailment of the Project; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within the Party's reasonable control and which, by the exercise of reasonable diligence, the Party is unable to prevent. A Force Majeure event shall not excuse any obligations under this Agreement relating to payment or assignment of Bill Credits. In the event of a Force Majeure event that continues for twelve (12) months either Party may terminate this agreement upon thirty (30) calendar days' prior written notice to the other Party with such notice provided within thirty (30) calendar days prior to expiration of the twelve (12) month period. If either Party terminates this Agreement due to continuing Force Majeure event, Subscriber shall be responsible for making any and all payments and any other applicable payments for Bill Credits that Subscriber receives based on generation of the Project up

to the date of termination. In the event of termination due to Force Majeure the requirements and early termination fee provided in Section 4 shall not apply.

- 14. No Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OWNER'S OBLIGATIONS OR THE PROJECT. OWNER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, OWNER DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY OR BILL CREDITS TO BE GENERATED BY THE PROJECT. The Parties each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Parties hereto under this Agreement, and in no event shall the maximum cumulative liability of either Party for any claim arising out of this Agreement, without regard to the form of action, exceed 70% of the Bill Credits on Subscriber's Utility bill during the preceding 12 full billing cycles or One Million Dollars (\$1,000,000).
- 15. Insurance.** The Owner will insure the Project and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Project during the Term. Evidence of insurance will be in place before the Project's commercial operation date and is subject to change during the Term.
- 16. Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof, from and against all loss, damage, expense liability and other claims, including court costs and reasonable attorney's fees (collectively "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty in this Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the indemnifying party. The party seeking indemnification hereunder shall notify the indemnifying Party in writing of any Liability asserted, or known to be under commencement, by a third party as soon as possible and cooperate with the indemnifying Party. The indemnifying Party shall immediately take control of the defense and investigation of Liabilities at the indemnifying Party's sole expense.
- 17. Waiver of Jury Trial.** EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. SUBSCRIBER AND OWNER AGREE THAT BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND OWNER ARE WAIVING THE RIGHT TO A JURY TRIAL.
- 18. Notices.** All notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when sent, if sent by electronic mail, to the email address set forth at the top of the Subscription Agreement. A Party may change the address for notices to such Party from time to time by giving written notice of such change to the other Party in accordance herewith.
- 19. Complaints.** Subscriber may direct any questions or complaints related to this Agreement to Owner's contact information for notices above.
- 20. Miscellaneous.**
 - a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to principles of conflicts of laws. The Parties agree that the courts of the State of Maine and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.
 - b. Entire Agreement. This Agreement, together with all exhibits, sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between the Parties. No other agreements, representations, or understandings (whether oral or written and whether express or implied) that are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter hereof. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any non-waivable rights to which Subscriber may be entitled under any applicable law, statute, rule, or regulation.

- c. Construction. The headings of Sections and sub-Sections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. Any exhibits and schedules attached hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context. Whenever the term “include,” “including,” “included,” or a term of similar import is used in this Agreement, it shall mean “including without limiting the generality of the foregoing.” This Agreement is deemed to have been drafted jointly by the parties to this Agreement, and any uncertainty or ambiguity shall not be construed for or against any Party as an attribution of drafting to any Party. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day. In the event of a conflict between this Agreement and the NEB Contract, the terms of the NEB Contract will control.
- d. Modifications; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties, except as provided under Section 10 (Reallocation). No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- e. Independent Contractors. The Parties are independent contractors. Other than as expressly described herein, nothing in this Agreement shall be deemed to create an agency, joint venture, or partnership relationship between Owner and Subscriber. Neither Party shall have authority to act on behalf of or bind the other Party in any way.
- f. Third Party Beneficiaries. No person that is not a party to this Agreement has any right to enforce any term of this Agreement.
- g. Severability. Whenever possible, each of the provisions of this Agreement shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Agreement or the application thereof to any Party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- h. Survival. The terms of this Agreement that expressly or by their nature survive termination of this Agreement, including Sections 12, 14, 16, and 17, shall survive any termination or expiration of this Agreement.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures transmitted by facsimile or as emailed PDF copies shall be binding as originals, and each Party hereby waives any defenses to the enforcement of the terms of this Agreement sent by facsimile or emailed PDF based upon the manner of transmission or form of signature (electronic, facsimile or “ink original”).
- j. Service Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code.
- k. Cooperation. Following the effective date of this Amendment, Operator and Subscriber agree to use their respective commercially reasonable efforts to (a) cooperate with each other, share and furnish information and supporting materials; (ii) execute and deliver all instruments; and (iii) take, or cause to be taken, all actions; that may be reasonably necessary or appropriate to effectuate the provisions of this Agreement, but excluding any proceedings arising from disputes between the Parties. Subscriber agrees to provide on occasion and at the request of Owner an Estoppel in the Form of Exhibit E, confirming the continuing validity of this Agreement.
- l. Relationship of the Parties; Not Construed Against the Drafter. Neither Party will, by virtue of this Agreement, have any responsibility whatsoever for services provided or contractual obligations assumed

by the other Party and nothing in this Agreement will be deemed to make either Party a partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties. Each Party hereby acknowledges and agrees that it has had an adequate opportunity to review each and every provision of this Agreement, and has had an opportunity to consult with legal counsel in coordination with the negotiation, drafting and execution of this Agreement. As such, the Parties each waive any claim: (i) of authorship against the other Party, (ii) that either Party was deprived of adequate legal counsel, and (iii) that this Agreement shall be construed against one Party or the other as the drafter of this Agreement or because one Party proposed, drafted or modified any provision in this Agreement.

EXHIBIT A

NEB Contract

For use in the MPD



COMMERCIAL or INSTITUTIONAL CUSTOMER OR SHARED FINANCIAL INTEREST
CUSTOMERS NET ENERGY BILLING TARIFF RATE AGREEMENT
(Facilities of Less Than 5 MW)

BETWEEN

Versant Power

AND

TARIFF RATE CUSTOMER NAME Easton CSG 1 LLC

DATED 02/24/2021

CONTRACT DATE ~~02/24/2021~~ March 10, 2021

(To be completed by the utility)