

Community Solar Subscription Agreement Terms and Conditions

Version Dated 6/10/2026

This document contains the terms and conditions of the Community Solar Subscription Agreement (the “**Agreement**”) between the person subscribing to purchase net energy billing credits (“**Customer**”) and Maine Community Power Cooperative, Inc., a Maine consumer cooperative (“**MCPC**”). This Agreement is effective as of the date of MCPC’s acceptance of Customer’s enrollment on MCPC’s enrollment platform (the “**Effective Date**”). Each of Customer and MCPC is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

Background

MCPC is a cooperative whose mission is to develop community solar facilities (the “**MCPC Projects**”) and make energy billing credits from MCPC Projects available to subscriber-members of the cooperative. Each MCPC Project will be located in the service territory of Central Maine Power Company (the “**Utility**”).

Each MCPC Project will be interconnected to, and deliver electricity into, the Utility’s electric distribution system and participate in Maine’s net energy billing program, codified at 35-A M.R.S. § 3209-A (“**Net Energy Billing**”) and regulated by 65-407 C.M.R. ch. 313 (2024).

In accordance with Net Energy Billing, the Utility allocates Net Energy Billing-Kilowatt-Hour Credits (“**Credits**”) from an Eligible Facility (as defined below) to the Utility accounts of Utility customers having a Shared Financial Interest in that Eligible Facility (as such capitalized terms are defined in the Net Energy Billing Rules). Under the Net Energy Billing Rules, for each approximately 30-day Utility billing period (a “**Billing Period**”), Credits will be allocated to the Utility accounts of customer identified by MCPC pursuant to the terms of a net energy billing agreement between MCPC and the Utility (a “**Net Energy Billing Agreement**”).

Customer is an electric service Customer of the Utility and each MCPC Project is or will be qualified to participate in Net Energy Billing (an “**Eligible Facility**”). Customer wishes to purchase and receive Credits issued by the Utility with respect to the electricity generated by an Eligible Facility and MCPC wishes to sell and allocate such Credits, all upon the terms and conditions of this Agreement.

Customer has specified on MCPC’s enrollment platform the Customer’s Utility electric service account or accounts (each a “**Designated Account**”) to which Credits will be allocated under this Agreement.

The MCPC Project to which Customer is subscribed under this Agreement (the “**Assigned Facility**”), as well as the allocation of Credits from the Assigned Facility (the “**Allocation Notice**”), has been or will be specified in a separate notice to Customer.

Terms and Conditions

1. Assignment of MCPC Project. After MCPC has designated an Assigned Facility, and upon notice to Customer, MCPC may designate a different Eligible Facility as the Assigned Facility. Customer acknowledges that even after MCPC has designated an Assigned Facility, the Assigned Facility may still be in development and there may be a substantial period of time before the Assigned Facility is constructed and is in commercial operation and generating Credits.

2. Allocation of Credits.

a. Credits from the Assigned Facility will be allocated to Customers based on a percentage of the total electricity generated by the Assigned Facility. The Billing Service Provider (as defined in Section 3(a)) may adjust your Allocation at any time without further notice. We may reallocate your Subscription to a different Eligible Facility at any time, by providing notice to you. We may terminate your Subscription at any time by providing notice to you. MCPC makes no representations concerning the amount of Credits that will be issued in any Billing Period, and Customer acknowledges that the number of Credits received in any Billing Period may exceed usage, in which case

Credits will be banked for a rolling twelve-month period until they can be applied to a Utility Invoice to offset actual electricity consumption.

b. MCPC has or shall enter into a Net Energy Billing Agreement for each MCPC Project with the Utility indicating the Customer accounts and allocation of Credits to the Designated Accounts.

c. Customer shall irrevocably accept and assume the allocation and assignment of Credits set forth above.

d. Should the Utility cause Customer's Utility rate class (the "**Rate Class**") to be changed or modified for any reason, Customer shall immediately notify MCPC of this change and the extent of the modification. MCPC reserves the right to cancel this agreement should Customer's Rate Class be changed or modified.

e. Customer shall take any action and execute any documents, as required, to designate (and, as necessary, re-designate) MCPC or its designee to the Utility as an authorized recipient of the energy billing and usage data with respect to each Designated Account.

f. **Solar Incentives; Environmental Attributes.** Customers have no right to, and 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.

3. Invoice and Payment.

a. **Billing Service Provider.** The Billing Service Provider for this Agreement is PowerMarket. Seller may change the Billing Service Provider at any time by notifying you in writing. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

b. For each Billing Period until the end of this Agreement, following the issuance of a Utility Invoice for such Billing Period, Billing Service Provider shall provide to Customer an invoice (an "**BSP Invoice**") that details, for each Designated Account, the amount of Credits transferred to the Designated Account by the Utility and the dollar value of such Credits (the "**Credit Value**"). For the avoidance of doubt, Customer will only be invoiced for Credits actually applied to the Utility Invoice, and BSP Invoices will not include any banked Credits until they are applied to a Utility Invoice.

c. The Credit Value shall be equal to the dollar value of the Credits transferred to Customer, as reasonably calculated by MCPC. Based on the Utility's current rate structure and the Net Energy Billing Rules, (i) for Customers receiving service under the Utility's Rate Residential-A, the Credit Value will be equal to the then-applicable Standard Offer electricity supply charge plus the then-applicable Residential-A Utility delivery charge and (ii) for Customers receiving service under the Utility's Small General Service ("**SGS**") rate the Credit Value will be equal to then-applicable Standard Offer electricity supply charge plus the then-applicable SGS Utility delivery charge. For avoidance of doubt, this method of calculation will apply even if a Designated Account is in a different Utility rate class, and even if Customer does not receive Standard Offer supply from the Utility and instead receives electricity supply from a competitive electricity supplier.

d. With respect to each BSP Invoice, Customer shall pay (i) the Credit Value *less* the Applicable Discount. The "**Applicable Discount**" will be a percentage of the Credit Value or other discount that is a function of the MCPC discount structure approved from time to time by the MCPC Board of Directors as well as the discount elected by Customer from time to time to the extent the structure allows for such election. Customer payments to MCPC or its designee shall be due in accordance with the BSP's terms of service, but in no case later than thirty (30) days after BSP provides Customer with the BSP Invoice. Customer shall make payment using ACH (Automated Clearing House) payment or one of the other means of payment approved by MCPC from time to time. MCPC may, upon notice to Customer, instruct payments hereunder be made to an Affiliate of MCPC or to another third party. For the avoidance of doubt, Customer shall be responsible for paying both the BSP Invoice and its monthly Utility Invoice. MCPC will not remit any payments to the Utility on behalf of Customer.

4. Dispute or Complaint Resolution Process.

a. If Customer, in good faith, disputes an amount billed by BSP as provided in this Agreement, Customer shall promptly notify MCPC of the basis for the dispute no later than the fifth (5th) business day after the applicable BSP Invoice. The Parties agree to seek resolution of such dispute in good faith. Upon resolution of the dispute, any required refunds or payments shall be made to Customer or MCPC, where appropriate, with clear communication regarding the method and timing of these refunds or payments. For avoidance of doubt, Customer shall timely pay the undisputed portion of the applicable BSP Invoice as required under Section 3(c).

b. If Customer, in good faith, disputes an amount paid under the BSP Invoice as provided in this Agreement, Customer shall notify MCPC within six (6) calendar months from the date of such payment. The Parties agree to seek resolution of such dispute in good faith. Upon resolution of the dispute, any required refunds or payments shall be made to Customer or MCPC, where appropriate, with clear communication regarding the method and timing of these refunds or payments.

c. Customer may, at any point during a dispute or complaint resolution process, request a written report from MCPC detailing all attempts to resolve the complaint or dispute.

d. If the Parties fail to resolve a dispute through their good faith efforts, the Parties agree to submit the dispute to binding arbitration in the State of Maine, conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Except for the assessment of costs, expenses, and reasonable attorneys' fees made as part of the arbitration award, each Party shall pay its own costs, fees and expenses.

e. Notwithstanding anything to the contrary in this Agreement, if Customer, in good faith, wishes to file any other complaint or dispute with MCPC, Customer shall do so via written notice as soon as possible. Customer may also file a complaint at any time with the Maine Office of the Public Advocate:

Maine Office of the Public Advocate
103 Water St, 3rd Floor
Hallowell, ME 04347
207-624-3687
opa@maine.gov

5. Mutual Cooperation. Customer and MCPC shall, from time to time after the execution of this Agreement, at the request of either Party, prepare, execute and deliver to the requesting Party such other necessary instruments and to cooperate with each other and take such other actions, as may reasonably be needed to effect the intent of this Agreement.

6. Term of Agreement.

a. The initial term of this Agreement shall commence on the Effective Date and end one (1) year following the date of the first Utility Invoice which shows a Credit from MCPC. Following the initial one (1) year term, this Agreement shall be automatically extended on a yearly basis under the same terms and conditions stated herein, until either Party, at least ninety (90) days prior to the end of the then-current term, has provided notice of nonrenewal to the other Party. Sections 3 through 10 hereof shall survive expiration or termination of this Agreement.

b. Customer may rescind this Agreement upon oral or written notice to MCPC within five (5) days following Customer's receipt of the first MCPC Invoice, provided that Customer shall in any event be responsible for payment of such invoice. In the first MCPC Invoice, MCPC will provide a notice of this rescission right and may provide additional instructions to Customer regarding how Customer may proceed with rescission.

c. In addition to Customer's right of rescission set forth in Section 6(b), either Party may terminate this Agreement by giving the other Party written notice not later than ninety (90) days prior to the desired termination date.

7. Events of Default.

a. It shall constitute an Event of Default of Customer hereunder if (i) Customer fails to pay any undisputed sum when due, except that Customer shall be entitled to written notice of a late payment on two (2) occasions within any rolling three hundred sixty-five (365) day period. Customer shall not be in default on such occasions if the amount due is received by MCPC within five (5) days after Customer's receipt of MCPC's notice of default.

b. Immediately upon an Event of Default of Customer, MCPC may, in its sole discretion, terminate this Agreement by giving Customer written notice thereof. MCPC's exercise of its right to terminate this Agreement shall not limit MCPC's right to exercise any other right it may have at law or in equity or under MCPC's governing documents or the subscriber membership agreement between Customer and MCPC.

8. Customer Representations and Acknowledgments

a. If Customer is an individual, Customer represents that Customer is an individual at least eighteen (18) years of age.

b. If Customer is an entity, Customer represents that: (i) it is duly organized and validly existing and in good standing in the jurisdiction of its organization; (ii) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (iii) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement; and (iii) this Agreement constitutes its legal, valid and binding obligation enforceable against Customer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally.

c. Customer represents that all of the information provided by Customer on the MCPC enrollment platform and/or to the Billing Service provider is true, accurate and complete.

d. Customer represents that Customer has authority to make decisions pertaining to the Designated Account(s).

e. Customer acknowledges that this Agreement entitles Customer solely to a portion of Credits generated by the Assigned Facility, which Credits may only be used to offset Customer's own Utility electric bill(s), and that such entitlement is intended to represent a Shared Financial Interest within the meaning of the Net Energy Billing Rules, but that Customer will not under this Agreement receive any ownership or other interest in the Assigned Facility, in any solar panel or other equipment or real estate, in any portion of the actual electricity generated by the Assigned Facility, or in any attributes, commodities or incentive payments associated with the Assigned Facility or its output, nor shall Customer have any right to access the Assigned Facility. Customer further acknowledges that Customer will not under this Agreement receive any securities associated with the Assigned Facility nor any profit (through any tax credits, rebates, earnings capital appreciation or otherwise) related to either the Assigned Facility or this Agreement.

f. Customer acknowledges that this Agreement is a service contract and MCPC is not a utility.

g. Customer acknowledges that Utility rates and Utility rate structures are subject to change, that these changes cannot be accurately predicted, and that actual savings and/or other benefits from this Agreement are therefore subject to change.

h. Customer represents that, if Customer's electric supply is provided by a competitive electricity provider (a "CEP") and not the Utility, by no later than the date MCPC is ready to allocate Credits from the Assigned Facility to the Designated Account(s), Customer shall have ensured that its CEP has agreed to participate in Net Energy Billing arrangements and Customer's CEP charges are included in Customer's Utility bill.

9. Notice Provisions. All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, effective upon delivery, and given by: (i) registered certified mail, return receipt requested with the appropriate postage paid; (ii) personal delivery; (iii) overnight courier service; or (iv) electronic mail, in the case of Customer, to the address provided by Customer on the MCPC enrollment platform, and in the case of MCPC, to:

Maine Community Power Cooperative, Inc.
447 Main St
Norway, ME 04268
Phone: (207) 358-8973
Email: contact@mainecommunitypower.com

10. Other Provisions.

- a. *Successors and Assigns.* This Agreement and all provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. MCPC may assign, sell, pledge or transfer this Agreement without Customer's consent and without prior notice to Customer. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. Customer may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without MCPC's prior written consent, which MCPC may withhold in its sole discretion; provided, however, that with prior notice to MCPC, Customer may assign this Agreement to any other subscriber-member of MCPC that is an electric service customer of the Utility.
- b. *Subscriber-Member Status in MCPC.* Customer (including, for avoidance of doubt, a Customer that is a permitted assignee of a prior Customer) agrees that, except with MCPC's express written consent, which may be withheld in MCPC's sole discretion, Customer shall, at all times during the term of this Agreement, be a subscriber-member of MCPC under the terms of its governing bylaws. If Customer is not or ceases to be a subscriber-member of MCPC, MCPC may terminate this Agreement. In addition, if this Agreement is terminated for any reason and Customer ceases to be eligible for subscriber membership in MCPC, Customer agrees that Customer's status as a subscriber-member of MCPC may be terminated by MCPC in accordance with MCPC's bylaws and any membership agreement between Customer and MCPC. Customer acknowledges that the termination or suspension of its membership in MCPC shall not relieve Customer of any payment obligations that have accrued as of the time of such termination.
- c. *Change in Law.* If MCPC determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on MCPC's rights, entitlement, obligations or costs under this Agreement, then MCPC may so notify Customer in writing of such Change in Law. Within thirty (30) days following receipt by Customer of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then MCPC may terminate this Agreement. "Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any Utility rate schedule or tariff approved by any governmental authority.
- d. *Amendment; Waiver.* This Agreement may not be amended except by a written instrument signed by both Parties, nor may any provision or right or entitlement under this Agreement be waived or varied, except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- e. *Electronic Agreement.* A Party may indicate its assent to this Agreement via electronic signature or other means of documenting such Party's assent.
- f. *Entire Agreement.* This Agreement and any accompanying exhibits, agreements, instruments, and schedules set forth the entire Agreement between the Parties hereto and supersedes all prior or contemporaneous agreements or undertakings among the Parties pertaining to the subject matter hereof.