



POWER PURCHASE AGREEMENT & EASEMENT

Bright Spot Solar, LLC

This Power Purchase Agreement and Easement (“Agreement”) is made as of the ____ day of _____, 2025, by and between **Bright Spot Solar, LLC**, a New Hampshire limited liability company with mailing address PO Box 77, Farmington, NH 03835 (“**Provider**”), and _____ (“**Purchaser**”), owner of the real property located at _____, [Town], New Hampshire (the “**Property**”).

WHEREAS, Provider will design, install, own, and operate a dual-axis solar tracker Generation Unit (approximately 20 panels, designed to produce ~20,000 kWh annually based on Purchaser’s historic usage) and, at Purchaser’s option, a 27.82 kWh home battery storage system on the Property; and

WHEREAS, Provider will sell all electricity produced by the Generation Unit and consumed on the Property to Purchaser at a fixed rate that exactly matches the two-part format used on typical New Hampshire utility bills (such as Eversource NH):

- Supply Charge (cost of the electricity itself): eight cents (\$0.08) per kWh, and
- Delivery Charge (cost to deliver the electricity): seven cents (\$0.07) per kWh,

for a combined total of fifteen cents (\$0.15) per kWh. These rates are locked and fixed for the full twenty (20)-year term and will not change regardless of future utility rate increases or market volatility; and

WHEREAS, Purchaser grants Provider a permanent easement to install, operate, maintain, and (if necessary) remove the solar tracker, battery system, and related equipment; and

WHEREAS, the parties desire to set forth the terms for the sale of solar energy and the easement rights.

Initial Provider _____

Purchaser _____

NOW, THEREFORE, the parties agree as follows:

1. TERM

The initial term is twenty (20) years from the Commercial Operation Date (the date the Generation Unit is approved for interconnection by the local utility). Provider has the sole option to extend the term for one additional twenty (20)-year period by giving Purchaser at least ninety (90) days' written notice. The fixed Supply Charge and Delivery Charge stated above remain locked for the entire initial term.

2. SYSTEM DESCRIPTION AND INSTALLATION

Provider shall, at its sole cost and expense, obtain all permits and install, own, operate, and maintain:

(a) one dual-axis solar tracker Generation Unit ("Solar System"); and

(b) at Purchaser's election via separate Supplemental Battery Agreement, a 27 kWh home battery storage system, gateway, and inverter ("Battery System") for a one-time purchase price of \$15,000 (paid at installation).

The Battery System provides backup power so the Solar System continues to operate during utility outages (subject to proper configuration). Provider shall perform all work in a good and workmanlike manner and in compliance with applicable laws and utility rules (including NH PUC net-metering rules). Purchaser has no responsibility for construction, operation, or maintenance.

3. EASEMENT

Purchaser, as Property Owner, grants Provider a permanent, non-exclusive easement over a designated portion of the Property (as shown on the site plan attached as Exhibit A) to:

- Install, operate, maintain, repair, replace, and (upon termination or removal) remove the Solar System, Battery System (if installed), inverters, wiring, conduits, meters, and all related equipment.
- Access the Property as reasonably necessary for these purposes, including connection to the utility meter or grid facilities.

This easement survives any termination of the power-purchase obligations and runs with the land. Provider and its agents shall exercise due care, repair any damage caused by its activities, and not unreasonably interfere with Purchaser's use of the Property. In emergencies, Purchaser shall grant immediate access. At Provider's request, Purchaser shall execute and record a short-form Notice of Easement.

4. UTILITY ACCOUNT AND NET METERING

Purchaser shall cooperate with Provider to transfer the utility account (Utility of Record, or successor) to Provider as customer of record effective on the Commercial Operation Date. Provider will receive all net-metering credits and payments for excess energy exported to the grid.

Provider will bill Purchaser monthly for:

- Solar Supply Charge: \$0.08 per kWh for all electricity produced by the Generation Unit and consumed on the Property; plus
- Solar Delivery Charge: \$0.07 per kWh for all electricity produced by the Generation Unit and consumed on the Property; plus
- Pass-through utility charges (meter fees / customer charge, any base charges, transmission charges, and any grid electricity drawn when solar production is insufficient).

The combined Solar Supply Charge + Solar Delivery Charge equals the fixed total of \$0.15 per kWh and exactly mirrors the two-part supply-and-delivery format used on typical New Hampshire power bills (Eversource NH and NH Electric Cooperative). Invoices are due within ten (10) days. Pricing per KWH is fixed for first 20 years. After which both supply, and delivery charge will increase by 2 cents per KWH for next 20 years. Provider may install a submeter (at its expense) to measure production or consumption.

If Purchaser terminates the purchase obligation early, Provider may (at its expense) install a separate meter for the Solar/Battery System and continue operating it, selling all output to the grid. The original easement and access rights remain in full force.

5. PURCHASE AND SALE OF ENERGY

Provider sells, and Purchaser purchases, all Net Energy Output produced by the Solar System and consumed on the Property at the fixed rates set forth in Section 4 above (Supply Charge \$0.08/kWh + Delivery Charge \$0.07/kWh = \$0.15 total per kWh). Any excess energy exported to the grid belongs solely to Provider. All Solar Renewable Energy Credits (SRECs) belong exclusively to Provider.

6. INSURANCE AND INDEMNIFICATION

Each party shall maintain reasonable insurance coverage. Each party shall indemnify the other against claims arising from its own negligence or willful misconduct. Indemnification obligations survive termination.

7. BATTERY SYSTEM (OPTIONAL SUPPLEMENTAL DEAL)

If Purchaser elects the Battery System, the parties will execute a separate one-page Supplemental Battery Purchase Agreement for the \$15,000 purchase price. Provider installs and warrants the Battery System (equipment, gateway, and inverter only). Purchaser owns the Battery System after payment. The Battery System is covered under the same easement in Section 3.

8. DEFAULT AND TERMINATION

Either party may terminate by mutual written agreement. Purchaser may terminate its purchase obligation on any anniversary date with thirty (30) days' written notice; Provider may then continue operating the Solar/Battery System under the easement and sell to the grid. In the event of default, the non-defaulting party may give notice, and the defaulting party shall have thirty (30) days to cure (monetary) or sixty (60) days (non-monetary). This Agreement is governed by New Hampshire law; venue shall be Strafford County Superior Court.

9. MISCELLANEOUS

- **Assignment:** Purchaser may not assign without Provider's consent except upon sale of the Property (new owner is bound). Provider may assign to an affiliate, lender, or buyer of the system.
- **Successors:** This Agreement and the easement run with the land and bind successors.
- **Entire Agreement:** This document (plus Exhibits) is the full agreement. Amendments must be written and signed.
- **Force Majeure:** Neither party is liable for delays due to events beyond its control (e.g., weather, strikes, utility delays).
- **Notices:** All notices shall be in writing to the addresses below or as updated.
- **Counterparts/Electronic Signatures:** Valid.

Initial Provider _____

Purchaser _____

Provider:

Bright Spot Solar, LLC

_____ (Signature)

By: Packy Campbell, Member

Address: PO Box 77, Farmington, NH
03835

Email: info@brightspot.solar

Purchaser:

_____ (Print Name)

By: _____ (Signature)

Address: _____

Email: _____

EXHIBIT A – Site Plan and Easement Area (to be attached)

EXHIBIT B – Estimated Annual Production and Historic Usage (optional, for reference)