

COMMUNITY DISTRIBUTED GENERATION DISCLOSURE FORM

Customer Information, Distribution Utility	Name: _____	Distribution Company (“Utility”): _____
	Service Address: _____	Mailing Address (if different): _____
	Telephone: _____	Email: _____
Overview	This document describes your community solar subscription agreement (“Contract”) for a community solar project (the “Solar Project”) constructed by [PROJECT] (the “Provider”). In the event that the terms in this statement conflict with terms appearing elsewhere in your Contract, the terms in this statement are controlling. Read this document and the Contract carefully so that you fully understand the terms.	
Price, Fees, and Charges	The subscription price is ninety percent (90%) multiplied by the monetary value of the Bill Credits allocated to you on your Utility bill. “Bill Credits” are Community Distributed Generation Credits equivalent to the portion of the kilowatt-hours of electricity generated each month by the Solar Project that are allocated to you. Solar generation is variable, so the Bill Credits you receive on your Utility bill and your monthly payments to us may vary month to month.	
Project Location and Customer Allocation	Name: [PROJECT]	Location: [PROJECT LOCATION]
	Size: [PROJECT MWP]	Estimated in-Service Date: [PROJECT PIS DATE]
	We reserve the right to assign you to any eligible project based on available capacity. The size of your allocation will be determined based on your historical usage during the prior 12 months and we size your subscription to offset most of your average usage based on that historical data. Your allocation may be adjusted during the Term in our discretion or upon your request as your usage changes over time.	
Length of Agreement and Renewal	This agreement will commence on the date hereof. The term of the agreement is one (1) year from the effective date and will be automatically extended each year thereafter for up to twenty (20) years under the same terms unless the Customer or the Provider elects to terminate the agreement.	
Early Termination	You may terminate the contract with no penalty by providing ninety (90) days written notice as set forth in Section 5 of this Agreement. We may terminate this Agreement at any time by giving you written notice that we will no longer allocate Bill Credits or for an Event of Default. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement. All amounts due and payable to us will survive any Early Termination.	
Estimated Benefits	You will receive monetary Bill Credits on your Utility bill as a result of this Agreement. You will receive a bill from us for 90% of the monetary value of the Bill Credits, which will result in savings to you of 10% off of the monetary value of the Bill Credits you receive.	
Guarantees	This contract provides 10% savings off the monetary value of the Bill Credits applied to the Customer’s Utility bill. This contract does not guarantee a minimum level of system performance or production of energy. This contract does not guarantee that you will pay more or less in total utility-related charges in any particular month.	
Data Sharing Privacy Policy	We may request from your Utility information about your energy consumption and electric bill, including but not limited to your outstanding balances, rate class, load zone, and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month. By signing this Agreement, you authorize us to obtain and share such information with affiliates and third parties in order to service your account and fulfill the terms of your Agreement during the Term. Notwithstanding the above, you agree to execute any additional consent forms required by the Utility to authorize us to obtain and share such information. See Onesta Solar’s privacy policy at www.onestasolar.com/privacy-policy/	
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying us at (833) 980-1349 or customercare@onestasolar.com	
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at (800) 342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .	
Preparer Name and Contact Information	Sales Representative Name: _____	Email: _____

Signature of Authorized Representative of Provider: _____	Signature of Customer: _____
Name: _____ Title: _____ Date: _____	Name: _____ Date: _____

COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT

This Community Distributed Credit Purchase Agreement (“**Agreement**”) is made and entered into as of [DATE] (the “**Effective Date**”), between Subscriber (as defined below) and Provider (as defined below). This Agreement shall continue indefinitely until terminated in accordance with the provisions of Section 5 or 6 of this Agreement.

Parties to the Agreement (the “**Parties**”):

Provider:

Company Name:	Onesta Solar (“ Provider ”)
Telephone:	+1 (833) 930-1349
E-Mail	customercare@onestasolar.com
Address:	

Effective Date:	See above.
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Subscriber:

Name:	
Telephone:	
E-Mail	
Mailing Address:	
Meter Address (if different from mailing address):	
Utility:	[UTILITY] (“ Utility ”)
Utility Account Number(s):	

Length of Agreement:	The Agreement shall be effective from the Effective Date until one (1) year after the Effective Date, and will be extended automatically each year thereafter for up to twenty (20) years.	
Bill Credit Discount:	10% (“ Bill Credit Discount ”)	
Project Operation Date:		
Solar Facility:	[PROJECT] (“ Solar Facility ”)	

- **You are receiving this agreement because of your interest in Provider’s Community Distributed Generation (“CDG”) Offering.** Provider owns, maintains and operates the Solar Facility, which is part of the New York Public Service Commission’s CDG Program (“**CDG Program**”). The CDG Program allows customers of the same utility to receive dollar credits on their energy bill, known Community Distributed Generation Credits (“**Bill Credits**”).
- You are purchasing Bill Credits, and not energy from the Solar Facility. You will remain a customer of Utility and will be responsible for any outstanding charges on your Utility invoice not offset by Bill Credits. Provider is not a Competitive Energy Supply Company and this is not an Energy Supply contract.
- The amount of Bill Credits you receive will vary month to month. Provider will subscribe you to a percentage of the Solar Facility’s generation, and will instruct Utility to assign Bill Credits associated with that generation to your account. This may result in Bill Credits equaling to up to 100% of your Utility invoice every month. The amount of Bill Credits may change slightly from month to month due to factors such as fluctuations in sunlight.
- You will pay Producer for all Bill Credits you receive at a 10% discount. This means that you will pay Producer 90% of the monetary value of Bill Credits you receive. For example, for every \$1.00 of bill credits you receive, you must pay Producer \$0.90. Because the amount of Bill Credits varies month to month, your payment will vary month to month as well. You will receive a separate invoice from Onesta (as defined below) on behalf of Producer for these charges (“**Producer’s Invoice**”) within 30 days from when you see Bill Credits on your Utility Invoice.
- Onesta Solar is not a Producer or a Utility. Onesta Solar is a third-party service provider that facilitates your relationship with the Producer as an agent of the Producer. Onesta Solar, however, is not a producer or developer of solar power, nor an electric utility.

Now, therefore, in consideration of the mutual premises, representations, warranties, covenants and conditions herein, the Parties agree as follows:

1. Allocation of Community Distributed Generation Credits.

- a. Subject to Section 4(b) of this Agreement, for each period in which the Utility invoices the Subscriber and such invoice allocates Bill Credits corresponding to the Solar Facility (the “**Billing Period**”) during the term of this Agreement, Producer shall allocate, sell, assign, and facilitate delivery of Bill Credits associated with Subscriber’s allocation of Solar Facility production capacity. Subscriber’s initial allocation will be set not to exceed one hundred percent (100%) of Subscriber’s actual historical annual energy consumption, or an estimate of annual consumption if actual data is not available. Producer will provide Subscriber with notice of its allocation after Producer has reviewed Subscriber’s energy consumption data. Producer makes no representations concerning the exact amount of Bill Credits associated with that allocation which will be available during any Billing Period and may adjust such allocation without notice to Subscriber. Producer also makes no representations concerning the value of the Bill Credits provided to Subscriber, which is calculated by Utility.
- b. Subscriber authorizes Producer and its third-party subcontractor, Onesta Solar (“**Onesta**”), which will provide online billing, payment, and allocation management services with respect to this Agreement, to obtain and review energy consumption and electric bill information, including but not limited to your outstanding balances, rate class, load zone, and Bill Credit allocations each month and any applicable balance for Bill Credits rolled over from a prior month from the Utility. This information will not be disclosed to any other third party, except Onesta unless otherwise required by law or consented to by Subscriber. To the extent requested by Subscriber, Producer will inform Subscriber of both the type(s) of information disclosed and the recipients of such information. Onesta is obligated to maintain the confidentiality and security of such information and disclosure is limited to the extent reasonably necessary for administration of this Agreement, notwithstanding Section 7 of this Agreement. This authorization will be effective from the Effective Date until the last day of the Term, as extended. Subscriber may rescind this authorization at any time by terminating the Agreement pursuant to Section 5 below.
- c. Should Utility cause Subscriber’s account with the Utility (“**Electric Account**”) to be changed or modified for any reason, including but not limited to a change in the address of the Subscriber’s Electric Account, Subscriber shall immediately notify Producer of this change and the extent of the modification and provide to Producer a copy of the written notification from the Utility. This Agreement shall be null and void upon notice of such change, if said change is deemed to disqualify the Subscriber by the terms of the Producer’s requirements. Producer reserves the right to cancel this Agreement should Subscriber fail to notify Producer of changes or modifications to Producer’s Electric Account within a reasonable time after such change, in any event no later than 10 days after such change. Subscriber will forfeit the right to receive Bill Credits after the date of change to its Electric Account if such notice has not been provided.

2. Payment for Community Distributed Generation Credits.

- a. For each Billing Period until the end of this Agreement, Onesta, on behalf of Producer, shall provide to Subscriber an invoice via email. Included in the invoice will be a line item identifying the payment due from Subscriber, which will be equal to (1) 90% of the value of the Bill Credits allocated to Subscriber’s Utility bill, plus (2) any and all applicable federal, state, municipal, or other governmental duties, fees, levies, ad valorem, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes (“**Taxes**”).
- b. Subscriber’s payments to Producer shall be due and payment shall be made by Credit Card or ACH (“**Automated Clearing House**”) within thirty (30) days after Producer provides Subscriber with Producer’s Invoice.
- c. In the event Subscriber fails to pay any amount due hereunder by the date on which such amount is due, Producer shall be entitled to charge Subscriber interest on such unpaid amount at a rate equal to eight percent (8%) per month (or the maximum allowable by law), commencing on the 5th day following the due date for payment as prescribed in Section 2(b) herein.

3. Mutual Cooperation/Dispute Resolution.

- a. If Subscriber, in good faith, disputes an amount billed by Producer as provided in this Agreement, Subscriber shall promptly notify Producer of the basis for the dispute no later than the fifth (5th) business day after the date of Producer’s invoice. The Parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Subscriber or Producer in a timely manner.
- b. If Subscriber, in good faith, disputes an amount paid to Producer as provided in this Agreement, Subscriber shall notify Producer 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 Subscriber or Producer, as applicable, with clear communication regarding the method and timing of these disbursements or payments.

- c. If Subscriber, in good faith, wishes to file any other complaint or dispute with Producer, Subscriber shall do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 13 below. Subscriber may also file a complaint at any time with the New York State Department of Public Service (“**NY DPS**”) using the contact information listed in Section 10 of this Agreement. The late charge provided in Section 2(c) is suspended for any charge that is the subject of a pending complaint before the Producer or the New York State Public Service Commission (“**NY PSC**”). In this instance, the late charge is limited to two (2) months of the pendency of the complaint if final resolution of the complaint directs payment of the entire disputed amount to the Producer unless otherwise authorized by the NY PSC.
- d. Subscriber may, at any point during a dispute or complaint resolution process, request a written report from Producer detailing all attempts to resolve the complaint or dispute.
- e. Any dispute, claim or controversy arising out of or relating to this Agreement that is not resolved in accordance with the above sections within thirty (30) days after notice of the dispute, claim or controversy has been delivered to either party shall be determined by arbitration at a location that is reasonably convenient to Subscriber and Producer before a single arbitrator, or by small claims court as provided in Section 3(h). The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The party that initiates arbitration may choose the arbitration organization. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- f. BY AGREEING TO THIS SECTION 3, SUBSCRIBER AGREES TO GIVE UP THE RIGHT TO PARTICIPATE IN A CLASS ACTION. This means that Subscriber may not be a representative or member of any class of claimants in arbitration with respect to any claim. Notwithstanding any other provision of this Agreement, the arbitrator will not have the power to determine that class arbitration is permissible. The arbitrator also will not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator will have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. No class or representative theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. If this class action waiver is invalidated, then the dispute will be resolved in court.
- g. BY AGREEING TO THIS SECTION 3, SUBSCRIBER AND PROVIDER WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.
- h. Either party shall have the right to arbitrate or to go to small claims court if the small claims court has the power to hear the dispute, claim or controversy arising out of or relating to this Agreement. Arbitration will resolve all disputes, claims or controversies that the small claims court does not have the power to hear. If there is an appeal from the small claims court, or if the dispute, claim or controversy changes such that the small claims court loses the power to hear it, then the dispute, claim or controversy will be heard only by an arbitrator.
- i. The dispute resolution provisions under this Section 3 are governed by the Federal Arbitration Act (“**FAA**”). The arbitrator must apply substantive law consistent with the FAA.

4. **Subscriber’s Acknowledgements.**

- a. Subscriber understands that the Solar Facility will deliver electricity to the Utility and not to Subscriber. The Utility will make all calculations and determinations regarding the amount of the Bill Credit to be applied to Subscriber’s electric account, which calculations shall be made pursuant to applicable law and regulations. Subscriber further understands that it has no ownership or other interest in the electricity generated by the Solar Facility, and that this Agreement is only for the sale by Provider and the purchase by Subscriber of Bill Credits.
- b. Subscriber understands that as of the Effective Date, the Solar Facility may not yet be constructed and operating. Subscriber further understands that it will not receive any Bill Credits until the Solar Facility has been fully constructed, achieves commercial operation and begins generating electricity, and the Utility has begun to process Bill Credits associated with the Solar Facility generation.

- c. Subscriber understands that Subscriber has no ownership interest in the Solar Facility, or any part thereof. Other than the Bill Credits, Subscriber will not 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.
- d. Pursuant to the NY PSC's Orders governing the CDG Program, Producer is required to provide Subscriber with the CDG Participant Customer Disclosure Form (the "**Disclosure Form**") that has been provided to Subscriber together with this Agreement. Subscriber acknowledges and agrees that Subscriber will receive, complete and execute the Disclosure Form, and that this Agreement shall not be effective, and Subscriber shall not be eligible to receive Bill Credits, until Subscriber has returned such completed and executed Disclosure Form to Producer, in addition to this executed Agreement.
- e. SUBSCRIBER UNDERSTANDS THAT UNDER THIS AGREEMENT, THERE ARE NO GUARANTEES OF SAVINGS, AND PRODUCER CANNOT GUARANTEE WHETHER THE VALUE OF BILL CREDITS PROVIDED BY THE UTILITY WILL INCREASE OR DECREASE AND, IF IT DOES, BY HOW MUCH. PRODUCER ALSO DOES NOT GUARANTEE ANY MINIMUM SOLAR FACILITY PRODUCTION OR BILL CREDIT AMOUNTS TO SUBSCRIBER.
- f. Subscriber understands that this Agreement is a purchase contract and not a security registered under federal or state law. Subscriber is entering into this Agreement solely to receive Bill Credits as an energy-related commodity for use at the Utility account identified by it, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement. Subscriber does not have an interest in the profits or losses of the Solar Facility and will not otherwise be entitled to any profit related to the Solar Facility or by entering into this Agreement.

5. Term and Termination of Agreement.

- a. This Agreement shall continue for one (1) year renewing automatically on each anniversary of the Effective Date, up to twenty (20) years after the Effective Date or until terminated in accordance with the provisions of this Section 5.
- b. Notwithstanding anything to the contrary contained herein, Subscriber may terminate this Agreement by giving Producer written notice ninety (90) days before the desired termination date, per notice outlined in Exhibit B. In the event Subscriber provides notice of termination, Subscriber will continue to pay for the Bill Credits allocated to Subscriber until Producer amends the information on file with the Utility to replace Subscriber with a new qualifying customer or customers with the approximately equivalent allocation, at which point the termination of this Agreement shall take effect.
- c. Notwithstanding anything to the contrary contained herein, Producer may terminate this Agreement at any time by giving Subscriber written notice that it will no longer allocate Bill Credits to Subscriber. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement.
- d. Upon termination, Sections 3, 9, 10, 11 and 12 shall survive, regardless of the reasons for such termination.
- e. In addition, notwithstanding the foregoing or any other provision set forth herein, Subscriber may cancel this Agreement without charge or penalty within three (3) business days of signing pursuant to Section 10, below.

6. Events of Default.

- a. The failure of Subscriber to pay any undisputed sum within 30 days of the date due, as defined on the invoice, is considered to be an event of default ("**Event of Default**"). Subscriber shall not be in default on such occasions if the amount due is received by Producer within five (5) days after Subscriber's receipt of Producer's notice of default.
- b. Immediately upon an Event of Default of Subscriber, Producer may, in its sole discretion, terminate this Agreement by giving Subscriber written notice thereof and allocate and/or assign to a third party the electricity allocated to Subscriber by the terms of this Agreement.

7. Assignment.

- a. Subscriber may not assign this Agreement. Subscriber may, however, change the address for the electric account to which the Bill Credits are applied so long as (i) Subscriber provides written notice to Producer and (ii) the new address is serviced by the same Utility that provided service to the existing address. The change in address will be effective upon the Utility allowing Producer to make such change. Producer will not be liable for any Bill Credits lost as a result of such change of address.

- b. Producer may assign, sell or transfer the Solar Facility and this Agreement, or any part of this Agreement or the exhibits, and Producer may subcontract any obligations under this Agreement, without Subscriber's consent. In the event any such assignment extends to all of Producer's obligations under this Agreement, Producer will be released from all Producer's liabilities and other obligations under this Agreement. If requested by Producer, Subscriber agrees to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this Agreement as may be reasonably requested by Producer.
8. **Force Majeure.** If Producer is unable to perform all or some of its obligations hereunder because of a Force Majeure Event, Producer will be excused from whatever performance is affected by the Force Majeure Event, provided that:
- a. Producer's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event;
 - b. No Producer or Subscriber obligation 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;
 - c. The Producer provides notice to Subscriber 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 delay; and
 - d. For purposes of this Agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Producer's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Facility 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, any failure of equipment not utilized by Producer or under Producer's control, or any failure of the Solar Facility to produce electricity not caused by Producer's fault or negligence.
9. **HEFPA Rights.** Subscriber is entitled to protections pursuant to the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Subscriber's HEFPA protections are available online at <http://www.dps.ny.gov> An annual notification of Subscriber's rights under HEFPA will also be provided to Subscriber directly by the Utility. If applicable, Producer shall provide Customer with additional information about Customer's HEFPA rights within a reasonable time and in accordance with the provisions of HEFPA Section 17(a).
10. **UBP-DERS Rights.** Subscriber is entitled to protections pursuant to the Uniform Business Practices for Distributed Energy Resource Suppliers, including, but not limited to, the right to cancel this Agreement without penalty within three (3) business days of the original effective date without charge or penalty; the right to information regarding Subscriber's mechanisms for handling billing questions, disputes, and complaints; and contact information for the New York State Department of Public Service in the event of a dispute or complaint with Producer. Contact information for the New York State Department of Public Service is as follows:

Office of Consumer Services, NYS Department of Public Service
3 Empire State Plaza, Albany, NY 12223
Phone: +1 (800) 342-3377

Hours of operation of the NY DPS as of the date of this Agreement: 8:30 AM- 4:00 PM.

Notice of cancellation of this Agreement pursuant to this Section 10 may be given in accordance with the provisions of Section 13, below.

11. **Limitation of Liability and Disclaimer of Express and Implied Warranties.** PRODUCER'S AND ITS AGENTS' LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRODUCER MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR FACILITY OR PRODUCER OR ITS AGENTS' OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.
12. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the matters hereto, and there are no other agreements, written or oral, between the Parties regarding the subject matter hereof. This Agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This law is governed by

the internal laws of the State of New York, 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.

13. **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) electronic mail or (ii) Onesta's online customer service portal, in each case to the address used by such Party, as applicable:

To Producer:	with a copy to Onesta Solar:	To Subscriber:
Email: customercare@onestasolar.com Telephone (local or toll-free number): +1 (833) 980-1349	Email: customercare@onestasolar.com Telephone (local or toll-free number): +1 (833) 980-1349	Email: Telephone: [_____]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

PRODUCER:

SUBSCRIBER:

Name:

Title:

Date:

Name:

Title:

Date:

EXHIBIT A

AUTOMATIC ACH AND CREDIT PAYMENT AUTHORIZATION FORM

For online applications and contracts, payment authorization was collected as part of the online application process instead of through this Exhibit A.

In this Authorization, “I,” “me” and “my” mean the Account Holder(s) who sign this Authorization. “You” and “your” means Onesta Solar, LLC, or any assignee thereof.

By signing below, I authorize you to initiate regularly scheduled recurring charges against my credit card account identified below, or electronic fund transfers in the form of ACH debit entries from my deposit account identified below, and to credit those amounts (when received by you) to the amounts due under my Community Distributed Generation Credit Sale and Purchase Agreement (the “**Agreement**”) held by you (Agreement Number: [AGREEMENT NUMBER]). If necessary, I also authorize you to initiate one-time credit or debit transactions to correct any erroneous payment transaction.

I also authorize you to initiate a one-time transaction to collect a fee of (a) \$35.00 if any payment is rejected by my bank for any reason (such as insufficient funds), (b) to collect any late fee due under my Agreement, or (c) to collect any early termination fee due under my Agreement. I understand that each transaction will appear on my bank statement.

Please complete the information below:

Type of Payment:

☐☐**Payment Frequency:**☐

My payments, in the amount that I owe each month under this Agreement, as shown on my monthly billing statement, will start following completion of the Solar Project (estimated start date: _____). I understand that the aforementioned start date is an estimate only and is subject to change, and that you will notify me of the payment start date before my payments begin, and that subsequent payments will occur on or around the same date each month thereafter. If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If my payment amount or date changes, I will receive notice from you at least 10 days prior to the payment being collected. If the outstanding balance I owe on my Agreement is less than the payment amount stated above, I understand and agree that the final payment will be an amount equal to my total outstanding balance.

DEPOSIT ACCOUNT INFORMATION FOR ACH PAYMENTS

CREDIT CARD INFORMATION

Type of Account:

Credit Card Type:

Bank Name:

Cardholder Name:

Routing Number:

Account Number:

Account Number:

Expiration Date:

Name on Account:

Billing Address:

Billing City:

Billing State:

Billing Zip Code:

I authorize you to initiate the ACH or credit card payment(s) described in this authorization form according to the terms outlined above. If I have authorized recurring payments, I understand that this authorization will remain in effect until my Agreement is paid in full or I cancel this authorization in writing by providing notice to Onesta Solar, LLC, at 738 Hwy 6, Suite 360, Houston, TX 77079. I agree to notify you in writing of any changes in my account information or termination of this authorization at least three (3) business days prior to the next billing date. This payment authorization is for the type of payment indicated above. I certify that I am an authorized user of any credit card identified above, and that I will not dispute any scheduled payment provided the transaction corresponds to the terms of this authorization form. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the Rules and Operating Guidelines of NACHA (formerly known as the National Automated Clearing House Association). I request the financial institution that holds the account to honor all payments initiated in accordance with this authorization form.

SIGNATURE

DATE:

SIGNATURE

DATE:

EXHIBIT B
NOTICE OF CANCELLATION

Effective Date of the Community Distributed Credit Purchase Agreement:

Please select termination type below:

☐

TERMINATE THE COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE EFFECTIVE DATE

If this line is checked, the “Termination Date” shall be the date upon which this Notice of Cancellation is executed by the Subscriber.

☐

TERMINATE THE COMMUNITY DISTRIBUTED CREDIT PURCHASE AGREEMENT UPON NINETY (90) DAYS NOTICE.

If this line is checked, the “Termination Date” shall be the date that is ninety (90) days after the date upon which this Notice of Cancellation is executed by the Subscriber and delivered to the Producer.

If you cancel after the initial three (3) business days after the Effective Date referenced above, any outstanding payments as of such date and any required payments incurred prior to the final Termination Date are still the responsibility of the Subscriber.

TO CANCEL THIS TRANSACTION, MAIL OR EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR CALL OUR CUSTOMER CARE TEAM.

Onesta Solar, LLC
738 Highway 6, Suite 360
Houston, TX 77079
[EMAIL]
[TELEPHONE]

I HEREBY CANCEL THIS TRANSACTION.

(Subscriber’s Signature)

Date