



New York Community Solar Disclosure Form

Document Overview: This document is designed to help you understand the terms and cost of your community solar contract. This document is not your contract. Read this document and your contract carefully so that you fully understand your community solar contract. Please consult an attorney if you have any questions. Complaints should be addressed first to your community solar provider and, if the issue remains unresolved, to New York State Public Service Commission.

CUSTOMER INFORMATION

COMMUNITY SOLAR PROVIDER INFORMATION

Customer Name:	Company Name: Onyx Development Group LLC (“ODG”) d/b/a Onyx Community (“Onyx Community”).
Address (of electricity account):	Address: 669 Main Street, PMB 2023
City, State, Zip:	City, State, Zip: New Rochelle, NY 10801
Mailing Address (if different):	Phone: (646) 738-9540
City, State, Zip:	Email: care@onyxcommunitysolar.com
Phone:	Website: https://onyxcommunitysolar.com/
Email:	Call Center Hours: M-F: 8:30AM- 6:00PM ET
Electric Utility service territory: Con Edison	
Utility account number:	

SUBSCRIPTION INFORMATION

Reference
Page or
Section

Subscription Size	Monthly Subscription Size will be up to 100% of the kWh you used in the same month of the preceding calendar year (or more if additional capacity becomes available). The total annual subscription size will represent approximately 80% of your annual historic electricity usage over the last 12 months (however, actual allocation may be more or less than this estimated amount).	Paragraph 7
Subscription Model	Each month, your Utility bill will be reduced by a credit equal to the value of the Community Solar Project’s electricity that is allocated to your account (the “Bill Credit”). You will then be billed by Utility (or in certain cases by Onyx Community) for an amount equal to the monthly Bill Credit minus a 10% discount (the “Onyx Discount”).	Paragraph 1
Prices and Fees	There are no fees to enroll or to cancel and no hidden fees. Each month, the price you owe will equal the value of the electricity generated by the Community Solar Project that is allocated to you and then reduced by the Onyx Discount. You will also pay any applicable sales tax, credit/debit card fees, monthly Utility billing charges, late fees, and/or fees for bounced checks or rejected credit/debit card payments.	Paragraph 5

Payment Details	<p>If you are billed by Utility you agree to pay your Utility bill in the ordinary course.</p> <p>If Onyx Community elects to bill you directly, you will be billed monthly, and payments will be due ten (10) days from the date of each bill. In that case, you will receive either an electronic invoice (sent to your email address above) or a paper invoice (sent to your U.S. mail address above). If Onyx Community elects to bill you directly, you may enroll for automatic payment (via credit or debit card).</p>	Paragraph 6
Penalties	<p>There are no penalties for cancelling your subscription at any time.</p> <p>If you are billed by Onyx Community directly and a bank or credit card charge is rejected or a check is returned for insufficient funds, you agree to pay a \$25 fee (or such lower amount that may be required by law). If you fail to make a payment when it is due and such failure continues for a period of ten (10) days, you may be charged an added fee of one percent (1%) of the overdue balance per month and/or your subscription may be cancelled. You may also be charged a fee for bounced checks, rejected credit/debit card payments, or any collection fees incurred.</p>	Paragraph 6
Benefits	<p>The following are estimates assuming a subscription of 7,500 kWh of community solar electricity per year and an average Bill Credit of \$0.158719/kWh.</p> <p>Estimated Usage, Pricing, and Bill Credit Value:</p> <ul style="list-style-type: none"> • Estimated annual kWh received: 7,500 kWh • Estimated average electricity price for Bill Credit: \$0.158719/kWh • Estimated annual credit value (\$): \$1,190.39 • Estimated annual 10% Onyx Discount on Bill Credits received: \$119.00 	Paragraph 3
Guarantees or Fixed Savings	<p>Customers will save the Onyx Discount of 10% off the value of the allocated electricity (i.e., the “Bill Credit” that will be set forth on your Utility electricity bill).</p>	Paragraph 3
Subscription Agreement Term	<p>Your Subscription Agreement is effective on the date that you sign the Subscription Agreement. This is a month-to-month contract that you can cancel at any time without penalty. If the Subscription Agreement is never cancelled, it will expire 20 years after the Community Solar Project’s commercial operation date.</p>	Paragraph 9
Renewal	<p>The Subscription Agreement will automatically renew monthly until it is cancelled or until it expires.</p>	Paragraph 9
Early Termination or Cancellation	<p>No early termination or cancellation fees apply. You may cancel the Subscription Agreement for any reason without penalty by notifying Onyx Community via email or mail at the addresses above. Following your cancellation notice, Onyx Community will promptly direct Utility to cease allocating Bill Credits from the Community Solar Project to you. However, if for any reason you continue to receive Bill Credits after cancellation (for example, owing to a lag by Utility), you agree to continue paying Utility or Onyx Community, as the case may be, for such Bill Credits. You also agree to pay Utility or Onyx Community, as the case may be, for any Bill Credits received prior to cancellation. Onyx Community may cancel the Subscription Agreement at any time without penalty by providing written notice to you.</p>	Paragraph 10

Right to Cancel Without Penalty	In addition to any rights you have under State or local law, you have the right to terminate the Subscription Agreement without penalty within three calendar days of signing the Subscription Agreement , by contacting Onyx Community at: 669 Main Street, PMB 2023 New Rochelle, NY 10801 care@onyxcommunitysolar.com (646) 738-9540	Paragraph 10
Data Sharing and Privacy Policy	Onyx Community values and takes reasonable steps to protect your privacy. Our Privacy Policy is available at: https://www.onyxrenewables.com/privacy-and-terms	Paragraph 15
Other Important Terms	N/A	
SYSTEM INFORMATION		
Community Solar Project Name: Community Solar – Bronx, NY		
Project Location	Bronx, NY	
Commercial Operation Date	The estimated commercial operation date is: February 2024	
Complaints and Grievances		
If you have any questions or concerns, you should contact your community solar provider. If the issue remains unresolved, please contact New York State Public Service Commission by visiting their website at www.dps.state.ny.us , by calling 1 (800) 342-3377, or by writing to the following address: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.		

I, _____, hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the attached Community Solar Subscription Agreement in full, as it may contain provisions not included in this Disclosure Statement. The Community Solar Subscription Agreement is incorporated by reference in this Disclosure Statement and your agreement to this Disclosure Statement shall be deemed to be an acceptance of the terms of the Community Solar Subscription Agreement, provided that in the event of any inconsistency between this Disclosure Statement and the Community Solar Subscription Agreement, this Disclosure Statement will control.

Customer Signature

Date

I, _____ an authorized signatory for Onyx Community, hereby certify that the above information is accurate. I will, within five (5) business days after signing, provide a copy of the executed Subscription Agreement and this disclosure statement to the customer.

Signature from Provider Official or Representative

Date

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

By signing the Community Solar Disclosure Statement (“Disclosure Statement”) to which this Community Solar Subscription Agreement (“Subscription Agreement”) is attached, the customer named in the Disclosure Form (“Customer”) and Onyx Community (as defined in the Disclosure Form) (each a “Party” and collectively the “Parties”) agree to the terms and conditions stated in this Subscription Agreement. This Subscription Agreement is effective as of the date of Customer’s signature on the Disclosure Statement (the “Effective Date”). Pursuant to this Subscription Agreement, Customer hereby subscribes for Bill Credits (defined below) produced by the solar electric generating facility identified in the “System Information” section of the Disclosure Form (the “System”), which is participating in your State’s Community Solar Energy Program (“Community Solar”). Onyx Community is an affiliate of the owner of the System and manages the System’s Community Solar subscriptions.

1. **Summary.** The System—a solar facility located in Customer’s Utility territory—will generate electricity that will be transmitted into the electric grid. On a monthly basis, Onyx Community will direct Utility to allocate a portion of that solar electricity generated by the System to Customer. Utility will calculate the value of the allocated electricity and the amount will appear as a “Bill Credit” on, and will reduce, Customer’s Utility electricity bill. In exchange for this benefit, either (i) Customer will pay Utility directly for the Bill Credit minus a 10% discount or (ii) if Onyx Community elects in its discretion not to participate in consolidated billing pursuant to the December 12, 2019 Order in New York State Department of Public Service Case 19-M-0463, including any future amendments or changes thereto (the “Consolidated Billing Order”), Customer will pay Onyx Community a dollar amount equal to the Bill Credit minus a 10% discount (the “Onyx Discount”).

2. **Bill Credits.** By law, (a) the value of the Bill Credit shall be set by the Utility; and (b) the Bill Credit shall not be applied to so-called non-by-passable charges. Accordingly, the Bill Credit accounts for only a portion of Customer’s entire electricity bill, and Utility will specifically identify the Bill Credit in a separate line on Customer’s monthly bill. Utility may state the Bill Credit as either a dollar amount or a kWh amount. Utility may modify Customer’s monthly billing period as a result of Customer’s Community Solar Subscription, after providing Customer due notice of same.

3. **Estimated Savings.** Customer’s actual monthly savings may vary each month based on weather conditions, the production of the System, and Customer’s usage. However, in any event, Customer will receive 10% savings off the value of the Bill Credit supplied by Utility pursuant to this Subscription Agreement.

4. **Expected Start Date.** The System is expected to commence operation by the “Commercial Operation Date” set forth in the “System Information” section of the Disclosure Form; but this is an estimate subject to change. Customer will not receive any Bill Credits until after the System has commenced operation, as determined by Onyx Community.

5. **Payment Amount.** Monthly, Customer will pay Utility directly (or, in the case Onyx Community elects not to participate in the Consolidated Billing Order, Onyx Community) an amount equal to the Bill Credit’s value, reduced by the Onyx Discount.

6. **Billing/Payment Procedure & Late Fees.** Customer will pay Utility’s monthly bill in the ordinary course unless Onyx Community elects not to participate in the Consolidated Billing Order in which case (i) Onyx Community will bill Customer monthly (either via mail or electronically), (ii) payments will be due ten (10) days from the date of each bill, (iii) Customer may elect auto-payment via Customer’s bank account or credit card, (iv) Customer agrees to pay a twenty-five dollar (\$25) fee (or such lower amount that may be required by law) in the event a bank or credit card charge is rejected or a check is returned for insufficient funds, (v) Customer acknowledges that Customer will be in default under this Subscription Agreement if Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days, and (vi) if this Subscription Agreement is in default, Onyx Community may charge an added fee of one

percent (1%) of the overdue balance per month and/or Onyx Community may cancel this Subscription Agreement. Upon any such cancellation for default, Customer will be responsible for paying (a) any outstanding balance and (b) any balance accrued for Bill Credits received by Customer after cancellation. Customer agrees that, as applicable, Utility or Onyx Community (including any affiliates or subcontractors) are entitled to process and collect on invoices.

7. Subscription Size. Customer's monthly Community Solar allocation ("Subscription") will be measured in kilowatt hours ("kWh") and Customer's annual Subscription will be up to 100% of the kWh used by Customer in the preceding calendar year (the "Subscription Size"). Onyx Community will obtain Customer's historic electricity usage and payment data from Utility, and Customer hereby agrees that Utility can share such information with Onyx Community (including, for avoidance of doubt, with any subcontractor, service provider, affiliate, and/or agent of Onyx Community).

8. Variance in Subscription Size. If at any time the System has or is projected to have excess/unallocated kWh, Onyx Community may decide to increase Customer's Subscription Size (which would entail more savings for Customer). Similarly, if at any time Onyx Community has accumulated unassigned Bill Credits with Utility (due to producing more electricity than was allocated to customers), Onyx Community may decide to assign any such Bill Credits to Customer (which would also entail more savings for Customer). Conversely, if at any time the System's capacity to produce electricity is reduced or eliminated (for example, in the event of damage caused by a natural disaster), Onyx Community may reduce Customer's Subscription Size accordingly. Onyx Community may also reallocate Customer to a different solar electric generating facility participating in the Community Solar Program (in which case such different solar electric generating facility will become the "System" and the owner of such different solar electric generating facility will become the "Company" under the terms of this Subscription Agreement). Customer agrees that Onyx Community may make the specific adjustments set forth in this paragraph without needing further consent from Customer, provided that such adjustments do not change any material terms of this Subscription Agreement.

9. Duration. This Subscription Agreement is effective on the Effective Date. This is a month-to-month Subscription Agreement that is effective on the Effective Date and that will automatically renew each month until (i) cancellation by either Party or (ii) if neither Party cancels this Subscription Agreement, twenty years after commencement of the System's commercial operation. This Subscription Agreement can be canceled at any time without penalty.

10. Cancellation. Customer may cancel this Subscription Agreement for any reason with no penalty by notifying Onyx Community Solar via email or mail. Following Customer's cancellation notice, Onyx Community will promptly direct Utility to cease allocating Bill Credits from the System to Customer. However, if for any reason Customer continues to receive Bill Credits after cancellation (for example, owing to a lag by Utility), Customer agrees to continue paying Utility or Onyx Community, as the case may be, for such Bill Credits after Customer's cancellation notice, pursuant to the terms of this Subscription Agreement. Customer also agrees to pay Onyx Community for any Bill Credits received prior to cancellation. The foregoing notwithstanding, if Customer cancels this Subscription Agreement within three (3) calendar days of the Effective Date, Customer will not be responsible for any payment to Utility or to Onyx Community, as the case may be. Onyx Community may cancel this Subscription Agreement at any time without penalty by providing written notice to Customer.

11. Outage. In the event of any outage or reduction in generation of electricity from the System (an "Outage"), Customer agrees that neither Onyx Community nor any other affiliate will be liable for any lost/missed/reduced Bill Credits attributable to an Outage. To be clear, an Outage will not affect the electricity service to Customer's home.

12. Solar Incentives; Environmental Attributes. Customer agrees that Customer has no right or claim to Solar Incentives or Environmental Attributes related in any way to the System. "Solar Incentives" means, without limitation, 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 Community Solar Subscription Agreement

certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

13. Assignment. Customer agrees that Onyx Community may assign and/or transfer any of its rights and/or obligations under this Subscription Agreement to any third party without needing any further consent from Customer, provided that no such assignment or transfer affects any material terms of this Subscription Agreement. Customer may not sell or transfer its Subscription or this Subscription Agreement to any third party.

14. Limitation of Liability. In no event shall either Party be liable for damages under this Subscription Agreement that exceed an amount equal to three months of the average invoice to Customer under this Subscription Agreement. Notwithstanding any other provision of this Subscription Agreement to the contrary, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Subscription Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

15. Governing Law, Dispute Resolution, & Privacy Policy. The laws of New York shall govern this Subscription Agreement without giving effect to conflicts of law principles. Any disputes arising out of this Subscription Agreement shall be settled by binding arbitration between the Parties conducted in New York, New York or such other location mutually agreeable to the Parties, and in accordance with the AAA Commercial Arbitration Rules in effect on the date that a Party gives notice of its demand for arbitration, subject to the limitation of liability described above in Paragraph 14. Onyx Community's Privacy Policy is available at: <https://www.onyxrenewables.com/privacy-and-terms>. If the dispute, disagreement, or claim is directed to Customer's local utility, Customer shall call Utility: (800) 752-6633. A dispute, disagreement, or claim may be submitted to the New York State Public Service Commission by visiting their website at www.dps.state.ny.us, by calling 1 (800) 342-3377, or by writing to the following address: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223. Notwithstanding the foregoing, either Customer or Onyx Community may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

16. Notices. Any notices delivered pursuant to this Subscription Agreement shall be made in writing by personal delivery, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and shall be deemed received upon delivery. Notices to Onyx Community shall be delivered to the email address and/or physical address of Onyx Community set forth in the Disclosure Form or to such other address as may subsequently be specified in writing. Notices to Customer shall be delivered to the email address and/or physical address of Customer set forth in the Disclosure Form or to such other address as may subsequently be specified in writing.

17. Further Disclosures and Agreements. Customer should know that:

- a. Utility rates and projected savings are subject to change.
- b. New York State does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.
- c. Customer agrees that if Utility so requests, Customer will allow Utility to install a remote read smart meter purchased and installed at Utility's cost.
- d. Customer may not participate in more than one community solar project at a time.
- e. Customer may not have solar panels on their roof or land and participate in community solar at the same time.

18. [Reserved]

19. HEFPA Rights. As a New York resident, Customer is entitled to protections pursuant to Sections 6, 12, 13, 14, 15, 16, 20, and 22 of the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules Community Solar Subscription Agreement

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 Customer’s HEFPA protections are available online at <http://www.dps.ny.gov> . An annual notification of Customer’s rights under HEFPA will also be provided to you by your Utility. If subsequent changes in applicable law require us to provide additional information about Customer’s HEFPA rights, Onyx Community Solar shall provide Customer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

20. UBP-DERS Rights. Customer 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 Subscription Agreement without penalty within three (3) calendar days of the original effective date without charge or penalty; the right to information regarding Onyx Community’s mechanisms for handling billing questions, disputes, and complaints; and contact information for the New York State Public Service Commission in the event of a dispute or complaint with Solar Producer.

21. Utility Bills. Customer acknowledges that this Subscription Agreement relates only to Customer’s Utility’s Solar Credits. Customer will continue to receive, and must continue to pay, their Utility bill and nothing in this agreement relates to Customer’s Utility’s services, Customer’s Utility bill or Customer’s obligation to pay it. If Customer has any questions about their Utility’s services or Customer’s Utility bill Customer should contact Utility: (800) 752-6633.

22. Miscellaneous. Customer hereby agrees that: (i) Customer is eighteen (18) years of age or older and has the authority to enter into this Subscription Agreement; (ii) the information provided by Customer on the Disclosure Form and in the enrollment process including name, address, utility account number and auto-pay information is accurate and Customer will advise Onyx Community in the event such information ceases to be accurate or complete and must be updated or corrected; (iii) Customer is not already subscribed to another Community Solar project, and Customer will not subscribe to another Community Solar project for as long as this Subscription Agreement is in effect; (iv) Customer has read and agrees to the Subscription Agreement available at <https://onyxcommunitysolar.com/> (the “Subscription Agreement”); and (v) the Subscription Agreement may be amended from time-to-time and that such amendments shall become effective and binding immediately upon notice to Customer, provided that such amendments do not change any material terms of this Subscription Agreement. Onyx Community shall have the right to set-off and net against any amounts owed to Onyx Community by Customer under this Subscription Agreement.

23. Entire Agreement. This Subscription Agreement (including the Disclosure Form and the Subscription Agreement) contains the entire agreement between the Parties regarding the Subscription for Community Solar Bill Credits. There are no other agreements regarding the substance of this Subscription Agreement, either written or oral. Except as may be set forth otherwise herein, any change to this Subscription Agreement must be in writing and signed by both Parties. If any portion of this Subscription Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

Your Right To Cancel

Right to Cancel. During the Term of your Subscription Agreement you may cancel any time without penalty, provided that you pay us for any Solar Credits you receive. You may cancel this Subscription Agreement itself, without penalty or obligation, by sending us a written cancellation notice within three (3) calendar days of the Effective Date of the Subscription Agreement. To cancel the Subscription Agreement, deliver a signed and dated copy of the below Notice of Cancellation (or any other written cancellation notice identifying you and the Subscription Agreement) to us at:

Cancellation contact information:
Onyx Community Solar
Care@OnyxCommunitySolar.com
669 Main Street, PMB 2023 New Rochelle, NY 10801

postmarked no later than midnight of the date that is three (3) calendar days from the date you signed the Subscription Agreement.

Note: The following form is made available for the purpose of cancelling the Subscription Agreement within the three-calendar day cancellation period described above. If you are not choosing to cancel the Subscription Agreement within the three-calendar day period described above, you should not sign this form.

Notice of Cancellation

Date of Transaction: [TODAY'S DATE]

You may cancel this transaction, without any penalty or obligation, within three calendar days from the Effective Date of the Subscription Agreement. If you cancel, any payments made by you under the Subscription Agreement will be returned within 10 days following receipt by us of your Notice of Cancellation.

I, _____ hereby sign this Notice of Cancellation on the ___ day of _____, _____, and have caused it to be delivered to Onyx Community on or before midnight of the date that is three calendar days from the date I signed the Disclosure Statement and Subscription Agreement.

Customer's Signature: _____