

Customer Subscription Agreement

| Purpose and Key Terms | |
|-----------------------|---|
| Purpose: | Customers who wish to support solar electricity in Massachusetts may purchase Solar Credits related to electricity generated by a Massachusetts Solar Farm. |
| Customer: | Any residential or small business Massachusetts Electric Company ("National Grid" or "Utility") customer. |
| Sponsor: | Amesbury Line LLC d.b.a Onyx Community Solar as the Owner or Operator, or the agent for the Owner or Operator, of the Solar Farm ("Onyx"). |
| Utility: | Massachusetts Electric Company ("National Grid"). |
| Solar Farm: | A property located within Customer's National Grid service territory and assigned to Customer by Onyx. |
| Solar Allocation: | The number of kilowatt hours of solar electricity allocated to Customer after multiplying the excess kilowatts produced but not consumed at the Solar Farm times the percentage of the system that is allocated to Customer. |
| Solar Credits: | The dollar value of the discount applied to Customer's monthly utility bill by National Grid. The dollar value of the discount is calculated by National Grid based on the "Alternative Bill Credit Rate" specified in the utility tariff approved by the Massachusetts Department of Public Utilities and which is now equal to the small commercial and industrial supply rate G-1. |
| Guaranteed Discount: | Customer will pay Onyx 90% of the value of the Solar Credits, a 10% discount on the value of the Solar Credits applied to Customer's monthly utility bill by National Grid. |
| Term: | Month-to-month. Customer may cancel this agreement at any time without penalty provided that Customer pays for all Solar Credits received prior to the later of termination or the date National Grid last applies Solar Credits to Customer's utility bill. |

This Community Solar Subscription Agreement (the "<u>Agreement</u>") sets out the terms and conditions under which (i) we, Amesbury Line LLC d.b.a Onyx Community Solar , will allocate to you each month a portion of the solar electricity produced at a community solar project (the "<u>Solar Farm</u>") described in the SMART Participant Customer Disclosure Form above(the "<u>Disclosure Statement</u>"); (ii) your local Utility, as identified in the Disclosure Statement, will reduce your utility bill by the value of solar electricity allocated to you (the "<u>Solar Credits</u>"); and (iii) you will pay us for the Solar Credits at the guaranteed discount described in the Disclosure Statement (the "<u>Guaranteed Discount</u>"). You acknowledge and agree that you are not receiving solar electricity production directly from the Solar Farm but rather an allocation of such production.

Your Guaranteed Discount each month under this Agreement is guaranteed to be a constant fixed percentage of 10% your Solar Credits, as specified in the Disclosure Statement and in this Agreement. However, your actual savings each month will change based on weather and other factors which affect the amount of solar electricity produced by the Solar Farm as well as the amount of production that will be allocated to you each month.

This Agreement is incorporated by reference in the Disclosure Statement above and together with such Disclosure Statement is referred to below as your Subscription Agreement. Your signature on the Disclosure Statement indicates your acknowledgement and agreement to the terms of your Subscription Agreement. Your Subscription Agreement will become effective on the date (the "<u>Effective Date</u>") that we accept your enrollment after confirming that you are eligible pursuant to your Utility's community solar program and our requirements.

1. Your Solar Farm

We are building Solar Farms in your local Utility's service territory. You will receive an allocation of solar electricity production from one of these Solar Farms. In the event the production of your Solar Farm is insufficient to provide you with a sufficient allocation of solar electricity we may allocate to you production from one or more other Solar Farms.

2. Calculation of Solar Credits

 a) Allocation. Each month after your Solar Farm has been connected to your Utility's electricity grid, we will notify your Utility of the quantity of solar electricity generated at the Solar Farm which should be allocated to you. We will endeavor to allocate to you up to ninety

Onyx Community Solar Subscription Agreement Nat Grid MA – April 2024

percent (90%) of your historic annual usage provided that the precise amount of your allocation will vary based on weather, your actual usage each year, whether you pay your bills on time, and other factors.

b) Value of Solar Credits. Your Utility will place Solar Credits on your monthly Utility bill equal to the value of such allocation as determined by your Utility in its discretion. The amount of the Solar Credits placed on your Utility bill will change from month to month based on weather and other factors that affect the quantity of solar electricity actually produced by the Solar Farm as well as your historical usage. You acknowledge and agree that we cannot be responsible for when your Utility allocates Solar Credits or whether your Utility allocates all of the solar electricity we allocate to you.

- c) Our Bill for Solar Credits. You will never be charged for Solar Credits until after you receive them from your Utility and your Utility bill goes down by such amount. We will then bill you for such Solar Credits at the Guaranteed Discount described in the Disclosure Statement.
- <u>3.</u> <u>Term</u>
- a) Term. You will receive your Guaranteed Discount on your Solar Credits for the term of this Subscription Agreement which will be one month and shall automatically renew for successive one-month periods for a maximum of 20 years from the earlier of the effective date of this Subscription Agreement and the date the Solar Farm begins to produce

electricity, unless terminated by you as provided below (the "Term"). Vetted with DOER

- b) You May Cancel Any Time Without Penalty. You may terminate your Subscription Agreement at any time without penalty, provided that you give us thirty (30) days advanced written notice and that you will continue to be responsible for paying us, at the Guaranteed Discount, for any Solar Credits you receive from your Utility before or after you terminate. You acknowledge and agree that your Utility may take up to ninety (90) days to process the paperwork of your termination and so you may continue to receive Solar Credits on your Utility electricity bill after your termination.
- c) When We May Cancel Your Subscription Agreement. We may terminate your Subscription Agreement and your guaranteed savings at any time in the event that you cease to be eligible for community solar in accordance with any provision of Section 8 below, you fail to pay your invoices when due, you move to a new location that is ineligible for Solar Credits from your Solar Farm, information you have given us about your account proves to be inaccurate or incomplete, you are no longer eligible for any reason to participate in the community solar program, your credit falls below our minimum standards as we may determine from time to time in our discretion, you do not provide us with documentation required to access your historic usage and payment history from your Utility, the Solar Farm is not connected to the Utility grid within eighteen (18) months of this Subscription Agreement, the lease for the land or rooftop where the Solar Farm is located is terminated or changed in any way, the account owner listed for your meter location dies, or the Utility or your state's governmental regulatory authority terminates the community solar program or makes changes in the community solar program that adversely affect our revenues from the Solar Farm.
- d) Initial Allocation of Solar Credits. We will attempt to allocate to you solar electricity from the Solar Farm as soon as your Utility connects your Solar Farm to its electricity grid. We are not responsible for any delays in your Utility's connecting the Solar Farm or in allocating Solar Credits to you.
- e) Storms and Other Events. You acknowledge and agree that from time-to-time certain circumstances may occur that are outside of our control and which could interfere with the Solar Farm's ability to generate solar electricity. Such events might include hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs, industrial actions, breaches of cyber security, or other Acts of God. In such circumstances we will endeavor to take steps to resume production and your allocation of Solar Credits.

4. Paying Your Bill

a) Monthly Statements. Following your Utility's

first allocation of Solar Credits to you, you will receive a monthly statement from us electronically and/or via mail showing the amount you owe us for your Solar Credits at the Guaranteed Discount described in the Disclosure Statement. We will never bill you for your Solar Credits until after you have received Solar Credits on your Utility monthly bill. Your payment shall be due within ten (10) days of the date of our bill. All invoices shall be paid by the payment method, either Automatic Clearing House (ACH) payment or credit card, that you select at the time you enter into this Subscription Agreement. You agree to inform us of any changes to such payment method or the information you provide to us promptly but no later than ten (10) days of any change.

- b) Guaranteed Discount. Your Guaranteed Discount will continue for a minimum of two (2) years from the date of your Subscription Agreement and will continue without change for up to 20 years unless we send you advanced written notice and give you an opportunity to cancel.
- Consolidated Billing. In the event your Utility C) introduces consolidated billing such that your Utility and not we will bill you for your Solar Credits, we may in our discretion authorize your Utility to bill you directly in which case you will receive one bill and not two. Under billing your consolidated Utility will automatically subtract the amount of your Guaranteed Discount from your Solar Credits and bill you the difference. In such a case you will no longer receive a monthly bill from us.
- Utility Bills. Whether or not your Utility d) introduces consolidated billing, you continue to be responsible for paying your monthly Utility bill. UNLESS OTHERWISE DETERMINED BY YOUR UTILITY, IF YOUR NOT UTILITY DOES INTRODUCE CONSOLIDATED BILLING YOU WILL CONTINUE TO RECEIVE A BILL FROM YOUR UTILITY THROUGHOUT THE TERM AND YOU REMAIN RESPONSIBLE FOR PAYING ALL CHARGES BILLED BY YOUR UTILITY AFTER DEDUCTION FOR YOUR SOLAR CREDITS. WE DO NOT ASSUME ANY LIABILITY FOR YOUR UTILITY BILL CHARGES.
- e) Late Payments. In the event of a late payment of all or a portion of your invoice we reserve the right to charge you a late fee equal to one and one-half percent (1.5%) per month of the amount of your unpaid invoice. We also reserve the right to charge you up to \$25 per incomplete ACH or credit card payment arising because of insufficient funds in your account in the event your bank charges us for such incomplete payment or an expired or rejected credit card.
- f) Taxes. You shall be responsible for any and all taxes assessed on the generation, sale, delivery, or consumption of your allocation of solar electricity or your Solar Credits. As of the date of this Subscription Agreement, we are not aware of any such taxes assessed by any governmental authority.

g) Credit Agencies. In the event you fail to pay your bills promptly after we have given you notice and a reasonable time to meet your obligations to us we reserve the right to notify credit agencies of your failure and to take all lawful actions, directly or through third parties, to collect unpaid amounts. By choosing any one or more of the remedies available to us, we do not waive our right to use another remedy. By deciding not to use any remedy should you be in default under your Subscription Agreement, we do not waive our right to use that remedy in case of a subsequent default.

5. <u>Title; Environmental Attributes and Tax</u> <u>Incentives Excluded</u>. You acknowledge and agree that you do not own or have any ownership interest in the Solar Farm or any solar panels producing electricity on the Solar Farm and that you are not entitled to any tax credits, governmental incentives, depreciation allowance or other benefits of any kind under any federal or state law associated with the production of renewable energy, the reduction of greenhouse gas emissions under any Regional Greenhouse Gas Initiative, Renewable Energy Certificates, or any other program regarding fuel, emissions, air quality, soil or water quality, or other environmental characteristics resulting from the use of solar energy generation.

Net Excess Solar Credits. From time to time <u>6.</u> you may receive Solar Credits in excess of your electricity bill in some months. In such a case we may carry over such excess from month to month with the balance of credits accumulating, in accordance with the community solar program administered by your Utility, until Subscription termination of this the Agreement, or otherwise in our discretion. The balance of excess Solar Credits may be paid out by your Utility in accordance with the terms of its community solar program. If your annual usage declines and you receive an excess of Solar Credits we may, in our discretion, adjust the size of your allocation.

7. <u>Community Solar Requirements and</u> <u>Acknowledgements</u>. In order for you to subscribe for and continue to participate in the community solar program administered by your Utility, and to receive Solar Credits in accordance with this Subscription Agreement, you acknowledge and agree on the following:

- a) You are eighteen (18) years of age or older and are the beneficial owner of a utility account with your Utility.
- b) The information you have given us at the time you enter into this Subscription Agreement is accurate and complete to the best of your knowledge.
- c) You will promptly notify us of any changes in your information including your account number, billing address, and payment information.
- d) We have based your allocation on your annual historical usage and if your annual usage increases you will probably receive an allocation of less than 90% of your annual historical usage.

Onyx Community Solar Subscription Agreement Nat Grid MA – April 2024

- e) You do not have rooftop solar and may not subscribe to production from more than one Solar Farm.
- f) In the event your Solar Credits exceed 90% of your historical usage and you receive an excess of Solar Credits, we may in our discretion decrease the amount of solar electricity allocated to you.
- g) The community solar program administered by your Utility may change from time to time in which case this Subscription Agreement will be deemed automatically amended to incorporate any such changes.
- h) This Subscription Agreement is contingent on our and your Utility's confirming that you are eligible to receive Solar Credits under the terms of your Utility's community solar program.
- You will always pay your Utility monthly bill, which will include your net charges after deducting for your Solar Credits, in addition to our bill for your Solar Credits less the Guaranteed Discount.
- j) You will satisfy our credit requirements as they may change from time to time in our discretion and if not we may decline to allocate solar electricity to you; we may terminate this Subscription Agreement, in our discretion, if we determine that you no longer meet such credit requirements or are otherwise ineligible to participate in the community solar program. You agree that we may run a soft credit check on you to confirm you meet our credit requirements.
- k) You acknowledge and agree that in order to allocate solar electricity to you we must contact your Utility and request your historic usage and historic payment information and you agree that we may do so. You agree that if your Utility requires us to present documentation of your authorization under this subparagraph you will promptly complete any forms we request in our reasonable discretion and any failure to provide such forms will be grounds for immediate termination of this Subscription Agreement.
- I) You represent and warrant that your name, Utility account number, service and billing addresses, and any other information you provide us is accurate. You acknowledge and agree that we may use such information, which includes your personal information, to access information from your Utility and credit reporting agencies including usage, payment and credit history, and Telecommunications, Energy and Cable Score, and to share such information with our current and potential financing partners, and any financing partners of our successors and assigns, pursuant to the directive of a legal authority, or in connection with an assignment of the Subscription Agreement to a third party.
- m) You have not granted or placed or allowed others to place any liens, security interests, or encumbrances on your Solar Credits and you will not do so during the term of this Subscription Agreement.

 Nou have not transferred, assigned or sold all or any portion of this Subscription Agreement and you will not do so during the Term.

8. <u>Move to New Address</u>. If you move you may cancel this Subscription Agreement provided that you pay for any Solar Credits which you receive from your Utility at any time. If you move to a new address that is eligible to receive Solar Credits from the Solar Farm, you may continue your subscription at such new location by advising us of your new address and utility account number.

9. Complaint Resolution

- a. Arbitration. In the event of any matter involving a complaint, disagreement, or dispute, we and you shall notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. We (or our designated service provider) must acknowledge receipt of a complaint by you within two (2) business days and respond to you or resolve the substance of the complaint within fourteen (14) business days. If you are dissatisfied with our response, you may request a review of the outcome by calling us or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of our response.
- b. If the dispute, disagreement, or claim is directed to National Grid, Customer shall call National Grid at 800-322-3223. A dispute, disagreement, or claim may be submitted to the Massachusetts Department of Public Utilities by visiting their website at <u>https://www.mass.gov/orgs/departmentof-public-utilities</u>, by calling 1 (617) 345 9101, or by writing to the following address: Massachusetts Department of Public Utilities, One South Station, 5th Floor, Boston, Massachusetts 02110.
- c. In the event the parties cannot resolve the matter within sixty (60) days, the parties agree that the matter shall be submitted to binding arbitration. Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this Subscription Agreement. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both you and we agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.
- d. Arbitration Procedure. If you commence arbitration in accordance with this Subscription Agreement, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county in which you're your Utility account is located, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county of your Utility account. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either Party made within 14 days of the arbitrator's ruling on the merits.
- e. Utility Bills. You acknowledge that this Subscription Agreement relates only to your Utility's Solar Credits. You will continue to receive, and must continue to pay, your Utility bill and nothing in this agreement relates to your Utility's services, your Utility bill or your obligation to pay it. If you have any questions about your Utility's services or your Utility bill you should contact NatGrid at 800-322-3223.
- f. Small Claims. Notwithstanding the foregoing, either you or we 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.
- g. Limitation on Damages. 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. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under this Subscription Agreement in excess of the Solar Credits you have Subscription received under this Agreement. We shall have the right to setoff and net against any amounts owed to us by you under this Subscription Agreement. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE PARTY OTHER FOR ANY CONSEQUENTIAL EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

10. Choice of Law. This Subscription Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

DISCLAIMERS. YOU UNDERSTAND THAT SOLAR PHOTOVOLTAIC GENERATION VARIABLE IS INHERENTLY AND UNPREDICTABLE. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR AMOUNT OF ENERGY SHALL BE PRODUCED BY THE SOLAR FARM OR THAT ANY PARTICULAR AMOUNT OF SOLAR CREDITS SHALL BE ALLOCATED TO YOU UNDER THIS AGREEMENT. THE SOLAR CREDITS ALLOCATED TO YOU UNDER THIS AGREEMENT MAY NOT COVER THE FULL AMOUNTS DUE ON YOUR UTILITY BILLS, AND YOU WILL NEED TO PAY ANY REMAINING BALANCES ON YOUR UTILITY BILLS IN ADDITION TO THE MONTHLY STATEMENTS FROM US. THE SOLAR CREDIT RATE AND ESTIMATED SAVINGS ARE SUBJECT TO CHANGE. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE TARIFF, THE PROGRAM, OR THAT YOUR UTLITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS METER READINGS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUT COMMON LAW OR OTHERWISE, STATUTORY. AND ASSUME NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HEREWITH, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED HEREIN ARE "CONSPICUOUS" FOR THE PURPOSE OF SUCH APPLICABLE LAW.

12. <u>Notices.</u> All notices or payments will be made to the persons at the addresses specified in the Disclosure Statement by physical mail or electronic communication. Notices or payments will be made at the time of actual delivery as evidenced by courier receipts or email transmission or in the case of mail, within five (5) days of depositing with the United States Postal Service.

To us: Amesbury Line LLC d.b.a Onyx Community Solar

Attn: Manager

To You: As set forth in the Disclosure Statement above.

We may, at our option, engage a third-party service provider to manage our obligations and communications pursuant to this Agreement. Any notice, consent or other communication from such third-party provider shall be as effective as if provided directly by us. We will notify you in writing withinthirty (30) days if the subscriber organization managing your subscription has changed.

13. Additional Agreements.

- a) Assignment. You may not assign this Agreement nor assign or transfer the Solar Credits, except as set forth in this Agreement. We may assign this Agreement, or any of our rights, duties, or obligations under this Agreement, to another entity or individual such as a bank or finance provider, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without your prior written consent. We may in our sole discretion, from time to time, transfer your subscription to another community solar project, provided that you receive similar rights and benefits as hereunder. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE CUSTOMER COULD ASSERT AGAINST THE SELLER OF GOODS OR PURSUANT SERVICES OBTAINED HERETO OR WITH THE PROCEEDS HEREOF.
- b) Entire Agreement. This Agreement contains the entire agreement between you and us with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between you and us relating to the subject matter hereof. In the event of a conflict between the

terms of this Subscription Agreement and the SMART Participant Customer Disclosure Statement, the terms of the aforementioned documents shall control in the order of priority listed in this sentence.

- c) Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.
- d) No Partnership. Nothing contained in this Agreement will constitute either you or us as a joint venturer, employee, or partner of the other, or render either you or us liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to your Utility for electric service.
- e) Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both you and us or our respective successors in interest. This Agreement inures to the benefit of and is binding upon you and us and each of our respective successors and permitted assigns. No waiver of any provision ofthis Agreement will be binding unless executed in writing by the party making the waiver.
- f) Counterparts. The Disclosure Statement above, which incorporates this Subscription Agreement, may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of the Disclosure Statement above by facsimile or email will be deemed as effective as delivery of an originally executed counterpart.
- g) Further Assurances. From time to time you shall execute, acknowledge, and deliver such documents and assurances, reasonably requested by us and shall take any other action consistent with the terms of the Subscription Agreement that may be reasonably requested by us for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

14. Right to Rescind. You may rescind this transaction at any time without penalty within seven (7) calendar days of the Effective Date by contacting us. See the attached notice of rescission form for an explanation of this right.



Your Right To Rescind

<u>Right to Rescind</u>. 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 rescind this Subscription Agreement itself, without penalty or obligation, by sending us a written rescission notice within seven (7) calendar days of the Effective Date of the Subscription Agreement. To rescind the Agreement, deliver a signed and dated copy of the below Notice of Rescission (or any other written rescission notice identifying you and the Subscription Agreement) to us at:

Amesbury Line LLC d.b.a Onyx Community Solar

postmarked no later than midnight of the date that is seven calendar days from the date you signed the Subscription Agreement.

Note: The following form is made available for the purpose of rescinding the Agreement within the seven-day rescission period described above. If you are not choosing to rescind the Agreement within the seven-day period described above, you should not sign this form.

Notice of Rescission

Date of Transaction: [TODAY'S DATE]

You may rescind this transaction, without any penalty or obligation, within seven calendar days from the Effective Date of the Subscription Agreement. If you rescind, any payments made by you under the Subscription Agreement will be returned within 10 days following receipt by us of your Notice of Rescission. If you cancel, you must make available to us at our address, in substantially as good condition as when received, any items of value delivered to you under the Subscription Agreement.

I,_____hereby sign this Notice of Rescission on the ____ day of _____, and have caused it to be delivered to Amesbury Line LLC d.b.a Onyx Community Solar on or before midnight of the date that is seven calendar days from the date I signed the Subscription Agreement.

Customer's Signature: