

# SUNBELT SOLAR MEMBERSHIP AGREEMENT

This Agreement is entered into by and between Sunbelt Solar, LLC (SS) and \_\_\_\_\_ (Member) for the purpose of establishing the rights and obligations of the parties in aggregating Member's electric demand with that of other members of SS, and for procuring electricity to meet Member's demands.

**I. TERM.** This Agreement is effective as of the date it is executed by both of the parties. This Agreement terminates upon the expiration of any contract for electricity executed pursuant to this Agreement by SS on behalf of Member with a retail electric provider (REP). Except as limited in Section VI, either party may terminate this Agreement by providing written notice to the other. Member's notice of termination must be sent to SS at the following address:

Sunbelt Solar, LLC  
8307 Country Club Dr.  
Laredo, Texas 78045

**II. AUTHORITY GRANTED TO SS.** By executing this Agreement, Member vests SS, subject only to the ability to meet the Trigger Points as described in Section VI, with the sole authority to negotiate and execute on Member's behalf a contract with one or more REPs for the provision of electricity to Member for each of Member's electric accounts.

**III. MEMBER'S RESPONSIBILITIES.** Member shall execute an LOA (Letter of Authorization) vesting SS with the authority to obtain Member Information from Member's current transmission and distribution service provider(s). Member Information consists of location of Member's meters, account numbers, historical and projected energy usage, applicable load factors, utility rate classes, agreements and/or schedules impacting electric usage, and other utility service information. Member shall provide all reasonable assistance to SS in obtaining Member Information. Additionally, Member shall execute a letter for presentation to vendors acknowledging the terms of this Agreement authorizing SS to execute contracts on behalf of Member and authorizing the contracted vendor to assess and collect SS's Aggregation Fee. Member shall name a representative to serve as the sole point of contact for Member under this Agreement. Member names the following individual or entity as its representative:

Name:  
Address:  
City, State, Zip Code:  
Phone:  
Fax:  
Email:

**IV. SS's RESPONSIBILITIES.** SS will collect Member Information and will pool Member with other members of SS and/or other entities that are participating in aggregation of their electric loads. Prior to beginning the competitive procurement process, SS will provide Member with SS's proposed procurement strategy, the methodology for avoiding cross-



subsidization of members, projected savings, and the Trigger Point as described in Section VI. SS will prepare a bid package and disseminate the package to all REPs lawfully doing business in Texas in good standing with the Texas Public Utility Commission. SS will negotiate a final contract or contracts on behalf of Member and will execute such contract(s) on behalf of Member.

**V. SS REPRESENTATIVE.** SS shall have a representative assigned to serve as Member's first point of contact with SS regarding matters arising from or pertaining to this Agreement. The representative shall serve to ensure that Member receives prompt attention and timely information from SS regarding the procurement of electricity by SS for Member. The SS Representative is:

Name: Evaristo Ortega III  
Address: 8307 Country Club Dr.  
Phone: (956) 645-0393  
Fax: (956) 725-2280  
Email: eortega@sunbeltsolar.com

**VI. TRIGGER POINTS AND EARLY TERMINATION.** Prior to the issuance of a request for bids from REPs, SS will notify Member of SS's projected savings for Member based upon the analysis of Member Information, pooling, and market conditions. At the same time, SS will establish a "Trigger Point," which shall be the minimum percentage of savings SS must obtain for Member in order to have authority to execute a contract on Member's behalf for the purchase of electricity. Member shall have twenty (20) days from the date of notification of projected savings and the Trigger Point to terminate this Agreement. Thereafter, Member and SS may only terminate this Agreement upon breach of its terms by the other party.

**VII. AGGREGATION FEE.** Member agrees to pay SS an Aggregation Fee in an amount equal to 0.006 per kilowatt hour of Member's energy use and consumption. This aggregation fee will be billed by Member's electric provider as a component of Member's regular electric bill(s), and may be expressed as a per-kilowatt-hour charge based on Member's historical usage.

**VIII. NO PRICE GUARANTEE.** It is the purpose of this Agreement to obtain favorable electric rates for Member by pooling its demand for electricity with that of other members of SS and/or other entities that are participating in aggregation of their electric loads. Member acknowledges, however, that final negotiated rates are subject to market forces beyond the control of SS. Additionally, because SS's procurement methodology includes avoiding cross-subsidization of members, it is likely that rates will vary among pooled members of SS and/or other entities that are participating in aggregation of their electric loads, and among Member's electric accounts. Therefore, Member acknowledges and agrees that SS has not and does not guarantee for Member (i) any particular rate for electricity; or (ii) the lowest rate among pooled accounts. However, SS must meet or exceed the Trigger Point before it may execute a contract on behalf of Member.



**IX. INTERIM CONTRACTS FOR NEW MEMBERS.** If one or more members join SS between procurement cycles, it may be to the benefit of those members to enter into a contract for electric power prior to the next scheduled procurement for existing members. In such case, SS will consult with each member and, upon written approval of such member, SS may negotiate a contract for electricity for the member. In such case, SS will provide the member with a Trigger Point, but will not be required to comply with each obligation set forth in Section IV of this Agreement.

**X. WAIVER OF CUSTOMER PROTECTION RULES.** The Public Utility Commission of Texas has adopted “Customer Protection Rules,” which are designed primarily to protect the interests of residential and small commercial consumers. Contracts negotiated by SS for its members address the issues covered by the Rules, and the rules generally do not provide additional benefit to SS Members. PUC Substantive Rule 25.474 allows customers to rescind contracts for electricity within three business days after execution. Such a rule, if applied to the SS competitive procurement process, would result in substantially higher rates for SS members. Therefore, Member acknowledges and agrees that, to the extent permitted by law, PUC Substantive Rule 25.474 will not apply to the contract for electricity executed by SS on behalf of Member. Further, as to SS, Member agrees to waive its rights under PUC Substantive Rule 25.473, relating to the provision of information to customers in Spanish.

**XI. RESTRICTIONS ON SS.** Except for Aggregation Fees as set forth in this and other Membership Agreements, SS shall not solicit nor accept any fee, remuneration or compensation of any kind from any REP or electric provider, their subsidiaries and affiliates, or from any individual or entity representing or acting on behalf of any REP or electric provider.

**XII. CONFIDENTIALITY.** The parties acknowledge and agree that this Agreement and all other information regarding SS’s services to Member and Member Information are confidential. Each party shall not disclose the terms of this Agreement, nor any information furnished by one party to the other, to a third party (other than the party’s employees, lenders, counsel, or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law, order or regulation; provided, each party shall notify the other party of any proceeding of which it is aware which may result in disclosure. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. Notwithstanding the foregoing, Member agrees that SS may release Member Information to REPs and may provide copies of this Agreement to REPs in order to fulfill the purposes of this Agreement. Further, Member agrees that SS may use Member’s name and a general description of the goods and/or services provided hereunder in promotional materials.

**XIII. OWNERSHIP OF DATA.** All data relating to Member’s electric usage is owned by the Member. If requested by Member, SS shall provide to Member any requested data in the possession of SS in the format in which SS possesses the data. SS has the right to copy the data at its sole costs and expense and use the data for purposes set forth herein.

**XIV. PAYMENT FOR ELECTRICITY.** Member shall be solely responsible for payment to any REP and any other individual or entity that supplies electricity to Member’s facilities.



Member agrees to hold harmless and indemnify SS from and against any claims, demands or causes of action against SS for payment for electricity supplied to any of Member’s electric accounts.

**XV. GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action between the parties arising from or related to this Agreement shall be in Webb County, Texas.

**XVI. COMPLETE AGREEMENT.** This Agreement sets forth the complete agreement between the parties regarding the subject matter set forth herein, and the parties agree and acknowledge that any oral or written representations not specifically set forth herein are of no force and effect.

**XVII. AUTHORIZED SIGNATORIES.** The individuals executing this Agreement on behalf of the parties represent and warrant that they possess the authority to legally bind their respective parties.

**SUNBELT SOLAR, LLC**

**(Member)**

\_\_\_\_\_  
Evaristo Ortega III, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date