12-3 FLEX SOLAR FINANCING PROGRAM

TERM	APR	MONTHLY PAYMENT
300 Months[1]	3.49%[2]	$224.19[3]

FINANCING HIGHLIGHTS

- No down payment required.
- No payment required until 12 months following the In-Service Date of the System (the 12-month Same-as-Cash period).
- [1]25-year repayment term following Same-as-Cash period.
- Reamortizes every 12 months for first 3 years.
- If the financed amount is paid in full during the 12-month Same-as-Cash period, all accrued finance charges will be waived.

KEY ITEMS

- Reamortization dates are 12, 24, and 36 months following the In-Service Date of the System.
- [2]The Annual Percentage Rate ("APR") above assumes 0.5% discount. If you sign up for recurring ACH payments from your bank account and electronic statements, your rate will be reduced to the rate noted above.
- [3]The Monthly payment amount above assumes a 30% prepayment of the original amount financed at the first Reamortization Date.
- Additional payments made between reamortization dates will decrease your future monthly payment amount. Prepayments are not required.

Please refer to the California Solar Security Agreement for terms and conditions.

FINANCE CHARGE AND PAYMENT SUMMARY

Finance Charge	The APR under this Agreement is **3.99%.** However, if you sign up for recurring ACH payments and electronic statements at consummation, the APR will be reduced to **3.49%.** Recurring ACH payments means that we will automatically deduct your scheduled monthly payments from your bank account each month, as long as there are sufficient funds available in your bank account at that time. Signing up for electronic statements means that we will not mail a paper statement to you. Instead, we will email statements to you. The 12-3 Flex Solar Financing Program also includes a "Same-as-Cash" feature. All finance charges will be waived if you pay the Principal in full on or before 365 days after the In-Service Date ("**Same-as-Cash Date**").
Monthly Payments	You are not required to make monthly payments during the 365 day Same-as-Cash period. If you do not pay the Principal in full on or before the Same-as-Cash Date, you will begin making regular monthly payments starting 30 days after the Same-as-Cash Date. If that's the case, the 12-3 Flex Solar Financing Program also includes three reamortizations to potentially lower your monthly payments without extending the repayment term. At the end of the Same-as-Cash period, the Amount Financed automatically reamortizes if you have made any partial Principal payments during the Same-As-Cash period. Then, the Amount Financed will automatically reamortize without extending the repayment term (every 12 months) during the next two consecutive years. Each reamortization event has the potential of lowering your monthly payments if you have paid amounts on the Principal over the course of the year exceeding the amount of Principal that would be paid under your regularly scheduled monthly payments (or, in the case of the first re-amortization event, if you have made any Principal payments during the Same-as-Cash period).
What does this mean to me?	All of this means that you have multiple options to reduce your finance charges and/or lower your monthly payments with a long repayment term, a Same-as-Cash feature, a no initial payment period, and three reamortizations. If you choose not to take advantage of recurring ACH payments and electronic statements, your APR will remain at **3.99%**. And if you choose not to not pay the Principal in full on or before the Same-as-Cash Date, then your monthly payments will begin after the end of the Same-as-Cash period. You can also take advantage of three reamortizations to reduce regular monthly payments by making payments greater than your scheduled monthly payments prior to each reamortization event.
Disclaimer	The preceding information is a summary of the options available to you under EverBright's 12-3 Flex Solar Financing Program and is not intended to be a complete description of the terms and conditions of this Agreement. Please refer to the California Solar Security Agreement Terms and Conditions for additional details.

California Solar Security Agreement

March 30, 2023

Buyer name:
FRANCISCO ALVAREZ

Co-buyer name (if any):

Installation address:
10239 24th Street, Rancho Cucamonga, CA 91730

Contractor Legal Entity:
Energy Renovation Center

Contractor's address:
2016 E. Randol Mill Rd., #409, Arlington, TX 76011

FEDERAL TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	**Amount Financed**	**Total of Payments**	**Total Sale Price**
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of **$0.00**
3.99%	**$39,216.69**	**$61,000.00**	**$100,216.69**	**$100,216.69**

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments	**Amount of Each Payment**	**When Payments Are Due**
300	$334.06**	Monthly, beginning 395 days after the In-Service Date

Estimated Disclosures. The schedule and the amounts shown above are estimates, based on the assumption that no prepayments are made prior to any reamortization date. Exact payment amounts and due dates will be provided in your monthly statements.

Annual Percentage Rate: The Annual Percentage Rate ("APR") stated above applies if you do not elect to pay via recurring ACH payments and electronic statements. See "Discount for Recurring ACH Payments and Electronic Statements Opt-In; Estimated Disclosures" below.

Security. You are giving a security interest in the System you are purchasing.

Late Charge. If a payment is not received within fifteen (15) days after it is due, you will be charged the lower of $15 or the maximum amount permitted by law.

Prepayment. If you pay off early you will not have to pay a penalty.

See the rest of this Agreement for additional information about nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

THIS AGREEMENT ALLOWS YOU TO LOWER YOUR MONTHLY PAYMENTS IF YOU PREPAY A PORTION OF THE AMOUNT FINANCED DURING THE FIRST THREE YEARS (SEE SECTION 2 ("PREPAYMENT") FOR DETAILS).

BY SIGNING BELOW, YOU AGREE THAT YOU:

- Are eighteen (18) years of age or older;
- Are either a United States resident or are not exempt from paying Federal U.S. income taxes;
- Unless signing as a co-signer, are the owner of legal title to the home and that every person or entity with an ownership interest in the home has agreed to be bound by the terms of the Agreement;
- Have understood that EverBright R1, LLC ("EverBright"), the intended initial assignee of this Agreement as described in Section 18 below, has the right to obtain and use your consumer report;
- Agree that EverBright will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of this Agreement;
- Acknowledge that EverBright will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your local utility; and
- Acknowledge that you have been advised of your right to cancel this Agreement.

YOU AGREE THAT YOU HAVE REVIEWED ALL OF THE DISCLOSURES AND PROVISIONS CONTAINED IN THIS AGREEMENT. FURTHERMORE, YOU ATTEST THAT YOU HAVE RECEIVED THE FEDERAL TRUTH IN LENDING DISCLOSURES.

Your Signature(s)

Buyer's Name:	FRANCISCO ALVAREZ	**Co-Buyer's Name (if any):**	
Signature:	DocuSigned by: FRANCISCO ALVAREZ E198E5A825E74EB...	Signature:	
Date:			

INTRODUCTION

You, the Buyer and any Co-Buyer named above, are agreeing to buy the photovoltaic electric system consisting of photovoltaic modules, inverters, mounting system, monitoring equipment, and, if applicable, a battery storage system (the "System"), and, as applicable, other goods and services (the "Additional Goods and Services", and collectively with the System, the "Project"). Both the System and the Additional Goods and Services are more fully described in the Home Improvement Agreement identified by the Contract ID stated above (the "Home Improvement Agreement"). In the event of any conflict between this Agreement and the Home Improvement Agreement, this Agreement will govern. You may buy the Project for cash (including without limitation cash loan proceeds from a third-party lender chosen by you) or on credit (through installment payments described in the preceding Truth-in-Lending Disclosures). The cash price for the Project (including the costs of installation) is shown on the "Itemization of the Amount Financed" attached to this retail installment contract (the "Agreement") as "Total Cash Price." By signing below, you represent that you have been quoted only one Total Cash Price for the Project.

In connection with the Home Improvement Agreement, you also are entering into an agreement providing for certain operation and maintenance services and warranties for the System (collectively, the "Limited Warranty" or the "Warranty Agreement").

The credit price is shown in the Truth-in-Lending Disclosures as the "Total Sale Price." By signing this Agreement, you choose to buy the Project on credit as described in this Agreement.

You understand that the Contractor may transfer this Agreement to another person. In this Agreement, the words "we," "us" and "our" refer to the Contractor named above, and any subsequent assignee of this Agreement. "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly. Unless you are a "Covered Borrower" protected by the Military Lending Act or you opt-out of the arbitration provision in Section 20, this Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

The Project will be located at the Installation address listed above (your "Property" or your "Home") and includes all applicable accessories, mounting hardware and attachments, as described more fully in the Home Improvement Agreement between you and the Contractor. The Additional Goods and Services may be home improvements or other goods and services that may be related or unrelated to the System or warranty or service contract products. Please see the Home Improvement Agreement for more information.

Terms and Conditions

1. Payments

Promise to Pay. You promise to pay $61,000.00, the Amount Financed shown in the Truth-in-Lending Disclosures. The Amount Financed is also referred to in this Agreement as the "Principal." In addition, you promise to pay finance charges on unpaid Principal at the annual rate of 3.99%, unless you qualify for a discounted finance charge rate as provided in the "Discount for Recurring ACH Payments and Electronic Statements Opt-In; Estimated Disclosures" section, in which case the lower annual rate provided for in that section applies.

Finance charges will begin to accrue on the unpaid Principal beginning on the In-Service Date. Finance charges will continue to accrue thereafter for each day we are owed any Principal under this Agreement. The "In-Service Date" is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy; (ii) all permits necessary to operate the System have been obtained; (iii) the System has been interconnected with the local utility's electric grid; (iv) all inspections have been conducted; and (v) back-up documentation and certificates required under applicable law or by the local utility have been provided to EverBright.

After the "Same-as-Cash Date", which will be 365 days after the In-Service Date, your monthly payments will be reamortized based on the unpaid Principal balance at that time (i.e., your monthly payments will be recalculated to account for any Principal payments made prior to the Same-as-Cash Date). If you have paid a portion of your original Principal balance before the Same-as-Cash Date, your monthly payment will be lower than the amount shown in the Payment Schedule above. If, after the Same-as-Cash Date, you make prepayments of Principal, your monthly payment will be recalculated again every 12 months for the next two years and may be lowered based on the unpaid Principal balance at the time of recalculation. The exact amount and due date of your monthly payments will appear on the monthly statements that we will provide to you.

Discount for Recurring ACH Payments and Electronic Statements Opt-In; Estimated Disclosures. The APR will be 3.99% (the "Base Rate"). However, if you opt in to recurring ACH payments and electronic statements, the APR will be 3.49% (the "ACH Rate"). For example, assuming you make no prepayments, if you choose to opt in to recurring ACH payments and electronic statements, your estimated monthly payments would be $315.44 instead of $334.06. If, after opting in to recurring ACH payments, you later elect to opt out and pay via check (as detailed in "Making Your Payments" below), we reserve the right to increase the applicable APR from the ACH Rate to the Base Rate.

Covered Payment Dates. You will pay Principal and finance charges for an estimated 300 monthly installments (the "Term"), with each payment being due on a specified date (the "Payment Due Date"). The first Payment Due Date will be 395 days after the In-Service Date. All other required monthly payments will be due on the same day of each following month as the first Payment Due Date; provided, if the first Payment Due Date is the last day of the month and such date does not exist in all subsequent months, then each subsequent Payment Due Date shall be the last day of the applicable month. We will send you written notice of the first Payment Due Date and amount after the In-Service Date.

How Payments are Calculated and Applied. We will apply payments, including without limitation required monthly payments, any optional prepayments (as described in Section 2), and other amounts we receive in any lawful manner we choose. Normally, we apply payments first to finance charges, next to fees, and last to Principal, and generally apply payments to past due amounts prior to amounts that are not past due.

We have provided you with a payment schedule in the Truth-in-Lending Disclosures. On each Payment Due Date, you will pay at least the Total Amount Due under this Agreement. The “Total Amount Due” will be the sum of all past due amounts plus your current scheduled monthly payment and any applicable fees. The “Total Amount Due” on your final Payment Due Date equals the entire outstanding balance under this Agreement. You agree to make all payments in U.S. dollars. Because finance charges accrue for each day we are owed any Principal, if we do not receive all of your required monthly payments on or before their exact scheduled due dates, the final payment amount may be more than the final payment disclosed in the Truth-in-Lending Disclosures.

Accrual. Finance charges will accrue on the Amount Financed beginning on the In-Service Date. Finance charges will continue to accrue until the Final Payment Due Date or until all amounts owed under this Agreement are paid in full, whichever is earlier. However, finance charges will never exceed the Finance Charge set forth in the Truth-in-Lending Disclosures or the highest amount permitted by applicable law. IF YOU PAY THE PRINCIPAL IN FULL ON OR BEFORE THE SAME-AS-CASH DATE, ALL ACCRUED FINANCE CHARGES WILL BE WAIVED BY US. ANY PAYMENTS MADE ON OR BEFORE THE SAME-AS-CASH DATE THAT IN THE AGGREGATE DO NOT PAY THE PRINCIPAL IN FULL WILL LOWER YOUR PRINCIPAL BALANCE BUT WILL NOT RESULT IN A WAIVER OF THE ACCRUED FINANCE CHARGE. Unpaid finance charges will not be added to the Principal, but will be added to your monthly payments. To the extent permitted by applicable law, finance charges on your Amount Financed will be calculated on a 30/360 basis. For any partial month, finance charges accrue based on the actual number of days the Principal is outstanding for such partial month. If you make payments late, more finance charges will accrue, and the total finance charges you pay over the term of your Agreement will be higher. If you make your payments early, fewer finance charges will accrue, and the total finance charges you pay over the term of your Agreement will be less. Finance charges accrue between the In-Service Date and your First Payment Date. The amount of your final payment will change based upon the dates and amounts of your monthly payments and whether you make any voluntary prepayments.

Making Your Payments. Monthly payments are payable (i) by automatic withdrawal from your bank account or (ii) by check drawn on a United States bank account. By providing your automatic payment information where indicated on **Schedule 1**, you agree to make all monthly payments through an automatic payment from your bank account. Alternatively, if you choose to make your monthly payments in the form of a check, you agree to send monthly payments to us at the address shown on **Schedule 1** or to any other address or person specified in a written notice we send to you.

You acknowledge that it is your responsibility to ensure that automatic payments are made on time. If you do not have sufficient funds in your account, or your bank has placed a hold on your account, the payment may not be made on time. In addition, you may also incur late charges as outlined in Section 4 below and return payment charges as outlined in Section 5 below.

Tax Credits and Other Incentives. You may be eligible for a federal and/or state investment tax credit. You acknowledge that to realize the benefits of such investment tax credits, you must have federal and/or state income tax liability that is at least equal to the value of the credits. We are not financially responsible for your receiving any particular amount of tax credits related to any portion of the Project and nothing in this Agreement or the Home Improvement Agreement is intended to be used, or may be used, as tax advice. Depending on the state and utility district where you reside, you may be eligible for various state and local rebates and incentives. In order to determine your eligibility for any investment tax credits, rebates, or incentives, you should make an independent assessment or consult with your independent advisors.

The tax credit, rebate, and incentive calculations that Contractor provides are only estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to you or the System. Actual tax credit, rebates and incentive amounts may vary based upon eligibility requirements and funding availability.

Your payment obligations under this Agreement are not affected by the actual amount of tax credits, rebates and/or incentives you receive or are eligible to receive.

2. Prepayments

You may prepay in full or in part amounts due under this Agreement at any time before those amounts are due without penalty. A “prepayment” is any amount paid in excess of the total amount due at the time of payment.

If you prepay some but not the entire amount due under this Agreement (each such prepayment, a “Partial Prepayment”) after the three (3) reamortization events, the Partial Prepayment will not affect the dollar amount or the due date of the required regular monthly payments (other than the amount of the final payment) unless we specifically agree in writing to a change to the payment schedule. Partial Prepayment after the third reamortization event will first reduce any accrued finance charges, then the unpaid Principal balance, and may result in fewer total payments due over the term of the Agreement.

3. Warranty

Certain System components are covered under the applicable equipment or manufacturer’s warranty as provided in the Warranty Agreement. No portion of the Project is warrantied except as set forth in the Warranty Agreement or as specifically required by applicable law.

We shall assume no expense, liability, or responsibility for repairs made by or for you without written authorization from us. You will comply with any requests to assist you in correcting defects or making any repairs that are covered by a manufacturer’s warranty or by the Warranty Agreement.

4. Late Charge

If we do not receive a required payment within fifteen (15) days after the due date, you promise to pay a late charge of $15 (or such lower amount as required by law). However, we will not impose any late charge for a payment if the charge is attributable solely to your failure to pay a late charge on a prior payment, so long as the payment is otherwise a periodic payment in the amount due that is received by its due date.

5. Return Payment Charge

If any check, negotiable order of withdrawal, or share draft you give us is returned unpaid by a depository institution, we will charge a returned payment charge of $15 (or such lower amount as required by law) for each returned payment. This returned payment charge will be due and payable to us immediately upon demand.

6. Security Interest

To secure your payment obligations to us under this Agreement, you hereby grant us a first priority purchase-money security interest in: (1) the solar panels, inverters, and, if applicable, batteries included in the System, (2) any other System-related equipment that is readily detachable from your Home, (3) any System-related modifications, attachment, improvements, revisions and/or additions to such solar panels, batteries, inverters and equipment and (4) any proceeds of the foregoing (the “Collateral”) and waive and abandon all personal property exemptions that might apply to the System. You and we agree that the Collateral is not difficult to remove from your Home and is not intended to be a fixture or a permanent part of your Home. You agree that you will not make the Collateral a permanent part of your Home unless and until you first pay all amounts outstanding under this Agreement. Accordingly, you agree that our security interest is a security interest in personal property and not a security interest in real property. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution, provided that you and we agree that we may enforce rights in the Collateral under the Uniform Commercial Code and not under state real estate or mortgage law.

7. Protecting the Security Interest

We may choose to file financing statements and other notices to protect our security interest from the claims of others. You irrevocably authorize us in that event to execute (on your behalf), if applicable, and file one or more financing statements, continuation statements, amendment statements, termination statements, and other notices, pursuant to the Uniform Commercial Code ("UCC") and other applicable law, in form satisfactory to us, to evidence our security interest. You agree to cooperate with us to assist us in protecting our requested security interest. You also promise in that event to pay our costs, if we prevail in any action on this Agreement, including but not limited to any reasonable attorneys' fees we incur in protecting or enforcing our security interest and rights in and relating to the System and this Agreement, upon our request to the extent permitted by applicable law.

8. Use of the System and the Additional Goods and Services

Until all amounts owed under this Agreement are paid in full, you promise you will:

(i) use the Project carefully, keep it in good repair and use reasonable efforts to avoid damage to the Project;
(ii) follow all safety warnings and installation and operation instructions included in the documentation we provide you for the Project;
(iii) only have the Project repaired pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
(iv) perform your obligations under the Warranty Agreement and not take or fail to take any action that would cause the Warranty Agreement to be cancelled or terminated, disqualify the Project from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the Project;
(v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when it was installed;
(vi) keep the panels and modules clean;
(vii) not modify your Home or landscaping in a way that shades the System;
(viii) be responsible for any conditions at your Home that affect the installation and operation of the Project (e.g., not blocking access to the roof or removing a tree that is in the way);
(ix) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System;
(x) not remove any markings or identification tags on the Project;
(xi) permit us, after we give you reasonable notice, to inspect the Project for proper operation as we reasonably determine necessary;
(xii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
(xiii) not do anything, permit or allow to exist any condition or circumstance that would cause the Project not to operate as intended at the Property;
(xiv) not use the Project for any unlawful purpose;
(xv) notify us if you think any portion of the Project is damaged, appears unsafe or is stolen, and prior to changing your power supplier;
(xvi) obtain our written permission before making any changes to the Project;
(xvii) not sell, transfer or lease the Project, except for as provided in Section 18 below, or use it as security for a loan from another creditor;
(xviii) not allow any other security interest or lien to attach to the System, whether by your action, inaction or operation of law;

(xix) give us written notice of any third party's claim to the Project (including any part of the System) or any third party's attempt to repossess, foreclose on or sell the Project (including any part of the System), promptly after you first discover such claim or attempt;
(xx) permit us access to data regarding your energy consumption from your utility or from electronic usage data storage sites and execute any necessary third-party access agreement for this purpose if required;
(xxi) permit us, from time to time, to administer and operate the System to optimize your home's energy production, consumption, and , if applicable, storage, as well as for demand response, energy storage or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electrical grid (if available in your utility area), including, if applicable, using the energy stored in the batteries to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purposes;
(xxii) return any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them;
(xxiii) procure and maintain adequate insurance coverage for the Project (including the System);
(xxiv) if applicable, ensure the battery settings are set to draw charge from the photovoltaic system and not to change settings from the initial installation;
(xxv) not connect any other power generation or energy storage resource (including any backup systems) to your Home's electrical panel, including any such resource using diesel, natural gas, gasoline, propane or liquefied petroleum gas;
(xxvi) permit the collection of monitoring data, including data regarding the System's energy production and energy consumption, and, if applicable, the battery charging and discharging, remotely or allow our personnel access to your Property to collect such monitoring data; and
(xxvii) not tamper with, damage or modify the monitoring equipment in any way.

9. Property Taxes and Fees

You promise to pay all taxes and fees (such as registration fees and personal property taxes) due on the Project. If you do not pay the taxes or fees on the Project when due, we may pay these obligations, but we are not required to do so. Any money we spend for taxes or fees may be added to the unpaid balance owed under this Agreement, and you agree to pay finance charges on those amounts at the annual percentage rate described in Section 1 above (or, if applicable, at any lower rate required by applicable law). If we add amounts for taxes or fees to the unpaid balance owed under this Agreement, we may increase the dollar amount of the required monthly payments to pay the amounts added within the remaining term of this Agreement. If you refinance your mortgage, you will also be responsible for related administrative charges incurred as a result of the refinancing.

10. Default

You will be in default if: (a) we have not received two or more consecutive monthly payments in full by their payment due dates; (b) you (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the Project without our prior written consent; (c) you file a bankruptcy or similar petition or one is filed against you; (d) you sell your Home and do not pay off your obligations under this Agreement, unless you assign this Agreement consistent with Section 18 below; (e) you are in default under any loan obligation that is secured by your Home; (f) your Home is subject to a foreclosure sale; (g) your Home is taken through eminent domain; (h) you fail to pay any taxes and fees due on the Project; or (i) you, or any Co-Buyer signing this Agreement, commit fraud, fail to keep any other promise in this Agreement, breach any obligation under this Agreement or make any false or misleading representation in this Agreement or on the application relating to this Agreement.

If you are in default, when permitted by state law, we may declare the entire unpaid balance immediately due, including all accrued finance charges, late charges, and other amounts owed. We do not have to give you notice of default or notice of acceleration unless required by applicable law. If we accept a late or partial payment, we do not waive the right to acceleration under this Agreement, whether or not we have already exercised our acceleration right. If we exercise our acceleration right, finance charges will continue to accrue on the unpaid Principal at the annual percentage rate described in Section 1 above, until all amounts due under this Agreement have been paid in full.

If you are in default under the Home Improvement Agreement or the Warranty Agreement, you are also in default under this Agreement.

11. Additional Action After Default

Where permitted by law, if you are in default, in addition to the acceleration right discussed in Section 10 above, we may: (a) take possession of the System; (b) disable or disconnect the System; (c) notify the Provider under the Warranty Agreement and receive from the Provider any and all payments that otherwise would be due to you under the Warranty Agreement (e.g., power production guarantee payments); and (d) exercise any other legal or equitable remedy or right we may have when you are in default. To the degree permitted by law, you and any Co-Buyer signing this Agreement give us permission to enter and access your property in order to take possession of the System. If we take possession of the System, we may after satisfying any applicable state required redemption period resell the System and apply the proceeds of such a resale to the amounts owed under this Agreement, as permitted by applicable law. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

You agree to pay, if we prevail in any action on this Agreement and to the extent permitted by applicable law, our attorney's fees and costs and other collection costs that we reasonably incur at any time in collecting amounts owed under this Agreement, including without limitation during any bankruptcy proceedings or upon any appeal. You also, as permitted by applicable law, agree to pay our actual and reasonable costs of collection resulting from any failure to give us notice of a change to your residence address, or from changing the address where the Project is kept without first obtaining our written permission. You also agree to pay our reasonable costs of repossessing, storing, preparing for sale and reselling the Project, to the extent allowed by applicable law.

12. Additional Agreements

Notice of Change. You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the Project or impact our security interest in the System.

Personal Information and Privacy Policy. Please see the Privacy Policy for EverBright (available at goeverbright.com) for more information about how EverBright collects and uses personal information. By signing this agreement, you acknowledge that you have read, understand and agree with the terms of EverBright's Privacy Policy, and that the Privacy Policy may be changed from time to time.

Monitoring and Recording Telephone Call. We and others acting on our behalf may monitor and record telephone calls between you and us regarding this Agreement.

Non-Negotiable Instrument. The parties agree that this Agreement is not a negotiable instrument.

13. Each Person Responsible

Each person who signs this Agreement as a Buyer or Co-Buyer will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be obligated to pay all amounts owed under this Agreement. We may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Agreement against your heirs or legal representatives.

14. Delay in Enforcing Rights

We can, without notice, waive or delay enforcing any of our rights under this Agreement or under applicable law, or exercise only part of our rights, any number of times without losing the ability to exercise any of our rights later. If we choose to waive a right that we have under this Agreement or under applicable law at one time, we do not waive that right or any other right at a later time or for subsequent events or occurrences.

15. Notices and Consent to Electronic Communications

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party agrees that a document sent via PDF is deemed to be the same as an original document.

Notices from you must include your name, your Installation address shown on page 3 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. Unless otherwise specifically required or permitted in this Agreement, we will notify you of addresses for sending email and certified or registered mail notices. We will send notices to you using the email or Property address shown on page 3 of this Agreement unless and until we receive written notice from you of a change to your email or mailing address.

You agree that our agents, representatives and other designees may communicate with you directly on our behalf for all purposes relating to the Project or this Agreement, including any notices regarding claims we may have.

16. No Oral Agreements

THIS AGREEMENT ALONG WITH ANY HOME IMPROVEMENT AGREEMENT ENTERED INTO BY YOU AND US CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND SELLER RELATING TO COST AND TERMS OF PAYMENT FOR THE GOODS AND SERVICES OUTLINED IN THIS AGREEMENT. THIS WRITTEN CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING OUR AGREEMENT TO FINANCE YOUR PURCHASE OF THAT PROJECT AND YOUR AGREEMENT TO PAY FOR THE PROJECT AS DESCRIBED HEREIN, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Any change to this Agreement must be written and signed by the party against whom enforcement is sought. Oral discussions or understandings are not binding.

17. Accuracy of Information/Credit Reports

By signing this Agreement, you represent to us that all of the information you have furnished to us (or have caused others to furnish to us) in connection with this Agreement (including any application for this Agreement) is, to the best of your knowledge, true, complete and accurate, does not include any false or misleading information and does not omit any material, relevant information. You agree that we may obtain employment and income records, credit bureau reports on you, verify your credit references and we may check any of the information provided to us from whatever source we choose to verify it. Additionally, upon request, you agree to promptly give us accurate updated financial information about yourself.

We may report information about this Agreement to credit bureaus. Late payments, missed payments, or other defaults on this Agreement may be reflected in your credit report.

Credit Report Notice. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

18. Assignment

You may not assign your rights or obligations under this Agreement (including transferring this Agreement to a subsequent purchaser of your Home) without our written permission, which we may withhold in our sole discretion.

We may sell, assign or transfer our rights and obligations under this Agreement without your permission. We may sell, assign or transfer this Agreement for an amount that is more than or less than the unpaid Principal amount owed

You are entering into the Agreement initially with the Contractor identified above. The Contractor intends to assign this Agreement shortly after origination to EverBright, who will be entitled to receive all payments you make under the Agreement. Therefore, if you need to contact the owner of this Agreement for any reason, you should contact EverBright at the phone number and email address below, or at such address that you might be given in the future for communications with the holder of the Agreement. EverBright may be contacted at: 877-425-5201 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us.

If you sell your Home, you may (i) prepay your balance due under this Agreement in accordance with Section 2 or (ii) transfer your rights and obligations under this Agreement and the Limited Warranty to the person who will be buying your Home, subject to our discretion and the limitations in this Section 18 so long as that person meets our credit requirements.

If you sell your Home, you must give us at least thirty (30) days' prior written notice. Any assignment by you of this Agreement in violation of this provision shall be automatically null and void.

Under no condition may you transfer or sell the System independently of a sale of your Home.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 18 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

DS

Buyer's Initials: FA **(Initials)**

Co-Buyer's Initials: **(Initials)**

19. Governing Law

The laws of the state where the System is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate under Section 20 below.

20. Dispute Resolution

Informal Dispute Resolution. The parties agree to first try to resolve informally and in good faith any dispute. Accordingly, you agree to send a written notice of the dispute to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us. We (including our agents, representatives and designees) will send a written notice of dispute to your Property address listed on page 3 of the Agreement. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If you claim deficiencies in the System's installation or performance, you must allow us to visually inspect the System and obtain or download pertinent performance data from the System.

Arbitration. Unless you are a member of the Armed Forces or a dependent of such a member, if the parties cannot resolve any such dispute informally and if either party requests, the other party agrees to arbitrate all related disputes, claims and counterclaims arising out of or relating to this Agreement, the relationships described hereunder, the Project, or any alleged or claimed oral or other agreement related to the Project. This agreement to arbitrate extends to all claims of any nature, including, but not limited to, claims for breach of contract, tort claims, claims at law or in equity, or claims arising under statute. However, any party can bring an individual claim in small claims court. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the dispute within thirty (30) days after the Notice is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). We will promptly reimburse you any arbitration filing fee and, except as provided in the next sentence, we will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by you or the relief sought by you is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then we will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of what you requested in the arbitration, we will reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE AGREEING TO HAVE DISPUTES DECIDED BY AN ARBITRATOR AND ARE WAIVING THE RIGHT TO A TRIAL IN COURT OR BY JURY. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void (except for the jury trial waiver provision in the first sentence of this paragraph, which shall continue in full force and effect).

Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than your own. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

If you do not want this agreement to arbitrate under this Section 20, you must send us a signed notice within sixty (60) days after the date you become subject to this Agreement. You must send the notice in writing (and not electronically) to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408. Provide your name, the Installation address, and date. State that you "opt out" of the agreement to arbitrate under this Section 20.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS:

DS

Buyer's Initials: FA **(Initials)**

Co-Buyer's Initials: **(Initials)**

Class Action Waiver. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER BUYERS OR CO-BUYERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

DS

Buyer's Initials: FA **(Initials)**

Co-Buyer's Initials: **(Initials)**

21. Privacy/Publicity

You grant us the right to publicly use, display, share and advertise the photographic images, Project details, price and any other non-personally identifying information of your Project.

DS

Buyer's Initials: FA **(Initials)**

Co-Buyer's Initials: **(Initials)**

22. Headings and Interpretation

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not a holiday on which banks in the state where the System is located are closed, a Saturday or a Sunday, and in counting a period of "business days" all such holidays, Saturdays and Sundays should be excluded.

23. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our employees, officers, directors, agents, successors and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses if we prevail in any action on this Agreement), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your breach of this Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

24. Calling Agreement

You agree that by signing below you consent that EverBright, its affiliates, and those acting on its/their behalf (the “Servicing Parties”), may call or text you, including by use of an automated telephone dialing system and/or a prerecorded message. The types of calls or texts you may receive include advertisements or telemarketing messages concerning our benefits and services. Calls can be made to any number you provide in connection with your application, the Servicing Parties’ servicing and/or collection of amounts owed under this Agreement or any other matter, even if listed on a national or state Do Not Call registry. You understand that anyone with access to your telephone or email account may listen to or read the messages the Servicing Parties leave or send, and you agree that the Servicing Parties will have no liability for anyone accessing such messages. You understand that consent is not a condition of the provision of services under this Agreement.

DS

Buyer’s Initials: FA **(Initials)**

Co-Buyer’s Initials: **(Initials)**

25. Notice to Active Duty Servicemember and Dependents

The Military Lending Act (“MLA”) provides important protections to members of the Armed Forces and their dependents (“Covered Borrowers”) relating to extensions of consumer credit. In general, the cost of consumer credit to a Covered Borrower may not exceed a “Military APR” of 36%. The Military APR must include, as applicable, the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (with certain exceptions); and any participation fee charged (except for a credit card account). EverBright has not charged you any of the aforementioned costs and fees in this Agreement.

Call 877-425-5201 for a statement of the Military APR and a disclosure of your payment obligations under this Agreement.

The provisions of this Section apply only to a “Covered Borrower” as that term is defined by 32 C.F.R. § 232.3(g). If any provision of this Agreement is contrary to the rights and protections afforded to you by the MLA and its implementing regulations, then the conflicting provisions are inoperative and will not apply to you or this Agreement. However, all remaining Agreement terms and provisions not proscribed or prohibited will remain in full force and effect.

REST OF PAGE INTENTIONALLY LEFT BLANK

26. Right to Cancel

The Home Improvement Agreement is subject to its own cancellation period. If the Home Improvement Agreement is cancelled within the cancellation period for the Home Improvement Agreement, this Agreement will be automatically cancelled.

You, the buyer, may cancel this transaction at any time prior to midnight of the TENTH business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

27. Signatures

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

BY SIGNING BELOW, YOU ATTEST THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.

Your Signature(s)

Buyer's Name:	FRANCISCO ALVAREZ	**Co-Buyer's Name (if any):**	
Signature:	DocuSigned by: FRANCISCO ALVAREZ E198E5A825E74EB...	Signature:	
Date:	3/29/2023	Date:	

Energy Renovation Center: Joseph Flournoy

Signature: Joseph Flournoy

Date: March 30, 2023

NOTICE – ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ITEMIZATION OF THE AMOUNT FINANCED	
1. System Price (for the System including the photovoltaic solar system, and all applicable installation fees, accessories, mounting hardware, and attachments, roofing work, and any Additional Goods and Services purchased directly from Contractor)	$61,000.00
2. Applicable Sales and/or Excise Taxes	$0.00
3. Total Cash Price (sum of rows 1 and 2)	$61,000.00
4. Optional Down Payment	$0.00
5. **Amount Financed** (row 3 minus row 4)	$61,000.00

SCHEDULE 1

Payment Method Election Form

YOU MUST SELECT ONE OPTION ONLY BY CHECKING THE APPROPRIATE BOX AND SIGNING BELOW

Option 1: Automatic Electronic Recurring Payments

[X] By checking this box, you acknowledge that:

1. We will provide you a monthly bill detailing the amount you owe for that billing period. Under federal law, you have the right to stop an automatic payment from your bank account, provided you give your financial institution at least three business days' oral or written notice before the scheduled payment date.
2. The actual settlement date (the date the automatic electronic payment is deducted from your bank account) will be no earlier than your payment due date as stated on the invoice. We shall bear no liability or responsibility for any losses of any kind that you may incur due to any delay in the actual date on which your bank account is debited.
3. If the due date for payments under your agreement has passed, you give us authority to withdraw two payments from your account on your next due date so that your account will be current on an ongoing basis.
4. If the due date falls on a weekend or holiday in any month, your payment will be debited the following business day.
5. In order to process automatic payments, you must have sufficient available and collected funds in your bank account on the business day before the payment due date and on the payment due date in order to cover the amount of the monthly payment that is due.
6. You must notify us immediately if the automatic payment information you provide changes.
7. We reserve the right to change these conditions at any time. Notice may be given on or with your monthly bill or by other methods. Either party may terminate this payment arrangement at any time by giving the other party written notice at least fifteen (15) days prior to the next scheduled payment date.
8. You agree to be bound by any rules your financial institution requires for automatic electronic payments. Below is your account information for the bank account at financial institution:

Bank Routing Number: 121000358

Account Number: 000210326327

9. You are responsible for any fees your financial institution may charge you for electronic payments.
10. By signing below, you (a) authorize us to automatically deduct your monthly payments from your bank account provided above, (b) agree to the terms and conditions herein, (c) represent to us that you have obtained any required consents from other persons with an ownership interest in the bank account, and (d) represent to us that you are individual authorized to sign this automatic electronic payment authorization as an owner of the bank account and are not required to obtain anyone else's signature.

SCHEDULE 1

Payment Method Election Form - Continued

Option 2: Check by Mail

☐ By checking this box, you acknowledge that:

1. Checks should be made payable to EverBright.
2. Checks should be sent to the address listed below for your Monthly Payment by the date the payment is due. This payment address is also listed on the bill you receive for your Monthly Payment.

   Bank of America Lockbox Services
   Lockbox 843033
   1950 N. Stemmons Freeway, Suite 5010
   Dallas, TX 75207

Fees:

Returned Payment Charge: $15 (or such lower amount as required by law) for any check, negotiable order of withdrawal, or share draft that is returned or refused by your bank, to the extent such a charge is permitted under applicable law.

DocuSigned by:
FRANCISCO ALVAREZ
E198E5A825E74EB...

First Authorized Account Holder Signature	Second Authorized Account Holder Signature
FRANCISCO ALVAREZ	
Printed Name	Printed Name
3/29/2023	
Date	Date

CALIFORNIA SOLAR SECURITY AGREEMENT

NOTICE OF CANCELLATION (COPY 1)

March 30, 2023

You may cancel this transaction, without any penalty or obligation, within ten business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of 04/12/2023.

I hereby cancel this transaction.

____

Date

____

Buyer's Signature

CALIFORNIA SOLAR SECURITY AGREEMENT

NOTICE OF CANCELLATION (COPY 2)

March 30, 2023

You may cancel this transaction, without any penalty or obligation, within ten business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of 04/12/2023.

I hereby cancel this transaction.

____
Date

____
Buyer's Signature