

CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

Published March 2022



This guide provides important information to homeowners thinking of going solar.

PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.

Don't sign a contract until you read this document!



This guide is from the California Public Utilities Commission (CPUC), a government agency that regulates privately-owned utilities like Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego

Gas & Electric Company (SDG&E).

Customers of PG&E, SCE, SDG&E, BVES, and PacifiCorp must initial and sign this guide to connect a residential solar system to the electric grid. The CPUC requires these companies to collect your signed copy of this guide to ensure that you know your rights and have enough information to make a decision. *(This requirement does not apply to solar thermal systems or solar systems in new home construction or multi-family buildings.)*

Guide Accessibility

- Audio recording available at 855-955-1535.
- Español, 中文 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, and Dari versions available at 866-849-8390.

You should understand and initial the first 4 pages and sign at the end of this guide before you sign a contract for a residential solar system.



Initial here if you understand this page (1/4)

JH

What's Inside

- Watch Out for False Claims 2
- Know Your Rights 3
- Ask Solar Providers These Initial Questions Before You Sign A Contract 4
- STEP 1:**
Is Solar a Good Fit for Me? 5
- STEP 2:**
Understand Roles and the Solar Process 7
- STEP 3:**
Find a Qualified Solar Provider 9
- STEP 4:**
Compare Your Financing Options 12
- STEP 5:**
Learn About Electricity Bill Savings 16
- STEP 6:**
Carefully Read All Paperwork 19
- STEP 7:**
Review Additional Resources 20
- STEP 8:**
"Before You Sign" Checklist 22
- STEP 9:**
Sign This Guide 23



Watch Out for False Claims

Most solar providers are honest and fair. However, there are still some false claims you need to watch out for. Do not do business with a salesperson who makes one of these false claims.

False Claim

The Truth

You can get free solar energy at no cost to you.

Solar energy is rarely free. An honest company will be upfront about all the costs you will pay over time.

There is one exception: a few government-funded solar programs offer free or low-cost solar to low-income households. Go directly to page 6 to see what government-approved organizations run these programs.

You will never pay an electricity bill ever again after a solar system is installed.

After going solar, you will typically pay a small electricity bill every month and a larger electricity bill at the end of the 12-month cycle. See page 18 for an example.

Customers who take out a solar loan or sign a lease or power purchase agreement will also receive a monthly bill from a loan company or solar provider.

If you use Property Assessed Clean Energy (PACE) financing, you will also make a payment once or twice a year with your property taxes or monthly with your mortgage payment.

Time is running out and you must quickly sign an electronic tablet to get solar.

An honest salesperson would never rush you to sign anything without giving you time to review what you are signing.

California law requires that a salesperson show you the contract terms before you sign.



If you think you have been a victim of solar fraud, you may file a complaint against a contractor or home improvement salesperson to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or cslb.ca.gov/consumers.

To file a complaint against a financing company, visit dfpi.ca.gov/file-a-complaint.

Initial here if you understand this page (12/14)

JH





Know Your Rights

You have the right...

to read this entire 24-page guide before signing a contract.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a customer of PG&E, SCE, SDG&E, BVES, or PacifiCorp, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).

to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

to a Solar Disclosure Document from your solar provider.

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at [cslb.ca.gov/consumers/solar smart](https://www.cslb.ca.gov/consumers/solar_smart).

to a 3-day cancellation period after signing a contract.

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. If you are 65 years of age or older, you have five days. Note that different rules may apply for contracts negotiated at a company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2752) or [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).



Initial here if you
understand this
page (3/4)

JH



Ask Solar Providers These Initial Questions Before You Sign A Contract

What is your Contractors State License Board (CSLB) license or registration number?

Ask for the solar provider’s CSLB license number. If you were contacted by a telephone or door-to-door salesperson, ask for their individual home improvement salesperson (HIS) registration number, too. Then check the license and, if applicable, HIS registration numbers to make sure they are valid and associated with the solar provider by going to cslb.ca.gov/consumers or calling 800-321-CSLB (2752).

- CSLB License Number is: CA: 1029644, FL: CVC57157, TX:34467
- (If applicable) HIS Registration Number is: 93852 SP

The CSLB license must be active and in classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor) in order to be valid. If your solar provider does not have a valid contractor license, do not sign a contract with them and report them to the CSLB.

What is the total cost of the solar energy system?

If you are considering a solar loan, lease, or power purchase agreement, also ask:

- Is there a down payment?
- How much will I pay per month? When will these payments increase and by how much?

If you are considering PACE financing, also ask:

- How much will I pay once or twice a year with my property taxes or monthly with my mortgage?
- How many years will I pay this amount?

If I sell my home, what are my options and what do I need to do?

Ask your solar provider, lender, or PACE program administrator to show you where in the contract it describes what happens when you sell your home.

OK, I read these 4 pages. Now what?

1

For a **step-by-step guide for how to go solar**, proceed to the next page. This is recommended, even if you’ve already started the solar process!

2

Make sure to get **bids from at least 3 different solar providers**. See page 9 for more details.

3

For **other important questions to ask a solar provider** before you sign a contract, go to page 10 of this guide.

4

If you already understand the information listed in the table of contents and are **getting ready to sign a contract**, you can skip to the “Before You Sign” checklist, on page 22 of this guide.



Initial here if you understand this page (4/4)

JH

STEP 1:

Is Solar a Good Fit for Me?

Solar photovoltaic panels can capture sunlight on your roof or property and convert it into electricity. This electricity powers the needs of your home, such as lights, electric vehicles, and appliances.



Before you consider getting solar at your home, ask yourself:

Have I made my home energy efficient first?

Reducing your energy use can reduce the size of the solar system you need, potentially saving you thousands of dollars. Visit energyupgradeca.org/home-energy-efficiency and/or contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demand response programs.

Do I qualify for low-income solar programs?

If you think you might qualify for a low-income solar program, be sure to read page 6. There are residential solar and community solar programs available for qualifying low-income PG&E, SCE, and SDG&E customers that could save you money with no financial contribution.

Is my roof suitable for rooftop solar?

- Does my roof receive a good amount of sunlight or is it mostly shaded? What direction does the roof face? Roofs that are mostly shaded or face due north are not good candidates for solar. If you plan to replace your roof soon, you should replace it before installing a rooftop solar system.
- If your roof is heavily shaded or isn't in great condition, or if you are a renter, community solar programs could be a good fit for you. With community solar, you receive 50-100 percent of your electricity from solar projects located across California. Community solar programs vary and may increase your electricity bill or provide an electricity bill savings. Contact your electricity provider for more information.

Low-Income Solar Programs

Available to PG&E, SCE, and SDG&E Customers



If you are not a PG&E, SCE, or SDG&E customer, call your electricity provider or check their website to see if any low-income solar options are available to you.

If you currently receive or qualify for a discounted electricity bill through the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program, you may qualify for assistance installing solar at low or no cost using one of the programs to the right.

You may also qualify for one of these programs if you live in a disadvantaged community (DAC). A DAC is a neighborhood vulnerable to multiple sources of pollution. To find out if you live in a qualified DAC, check out the map: cpuc.ca.gov/solarindacs.



PACE financing is not a “free government program.” If someone describes it this way to you, please read about false claims on page 2 of this guide. You can learn about PACE financing on page 14.

SASH Program & DAC-SASH Program

The SASH Program provides discounted rooftop solar for income-qualified single families. If you qualify, your family can get assistance installing solar at low cost. The DAC-SASH program is designed for CARE- or FERA-eligible single-family homeowners who live in a DAC. If you qualify, your family can get assistance installing solar. GRID Alternatives administers the SASH and DAC-SASH programs.

See if you qualify by visiting gridalternatives.org/qualify or by calling GRID Alternatives at 866-921-4696.

DAC-Green Tariff Program

The DAC-Green Tariff Program is designed for eligible households that live in a DAC. Participants can have 100 percent of their electricity offset by solar generation and receive a 20 percent discount on their electricity bills. In this program, you do not have to install solar on your roof. The solar is installed elsewhere and the bill credits are assigned to you.

See cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

Community Solar Green Tariff Program

The Community Solar Green Tariff Program allows households in a disadvantaged community to subscribe to a solar farm within 5 miles of their neighborhood and receive a 20 percent discount on their electricity bills.

See cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.



2

STEP 2: Understand Roles and Solar Process

Solar Providers

Solar providers are the companies that sell you solar and send installers to your home. Sometimes they provide financing. They must be licensed. See page 4.

Salespeople

Salespeople work for solar providers and may call you or knock on your door. They must be registered, with some limited exceptions. Ask for their “home improvement salesperson (HIS) registration” and check it at 800-321-CSLB (2752) or cslb.ca.gov/consumers.

Installers

Installers are sent by solar providers to your home to check roof, ground, and electric conditions and to install the solar system. They must be licensed like a solar provider. See page 4.

Manufacturers

Manufacturers are the companies that make solar equipment. They provide most solar warranties for purchased systems.

Electricity Providers

Electricity providers interconnect your solar system to the electric grid and send you electricity bills that may include solar bill credits.

Lenders

Lenders provide you with financing if you have a solar loan.

PACE Program Administrators

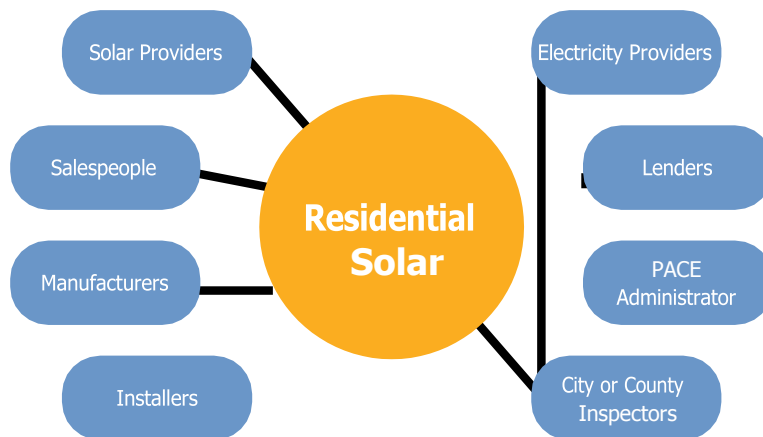
Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at dfpi.ca.gov/pace-program-administrators.

PACE Solicitors and PACE Solicitor Agents

PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at dfpi.ca.gov/pace-program-administrators.

City/County Inspectors

City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.



Overview of a Typical Rooftop Solar Process

Before You Sign a Contract

You	decide if rooftop solar is a good fit for you (see page 5)
You	get a home energy assessment to make your home more energy efficient(see page 5)
You	look at low-income solar programs to see if you qualify (see page 6)
You	research solar providers and compare at least 3 bids (see page 9)
Solar Provider	provides you with contract and Solar Energy System Disclosure Document(see page 9)
You	qualify for financing, if needed (see page 12)
Lender/PACE Program Administrator	writes up financing agreement (if needed)
You	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
You	go through checklist on page 22 of this Solar Consumer Protection Guide
You	sign this guide, the solar contract, and the financing agreement



It typically takes 1 to 3 months after you sign a contract for the solar system to be installed at your home.

After You Sign A Contract

Installer	performs a home site visit to confirm assumptions and check roof, ground, and electric conditions
Solar Provider	finalizes system design and applies for building permit with city or county agency
Installer	installs the solar system (only after receiving city/county permit)
City/County Inspector	inspects system for building permit compliance when applicable
Solar Provider	submits application to electricity provider to interconnect solar system to grid
Solar Provider	submits city/county inspection approval to electricity provider
You	turn on system only after receiving written approval from electricity provider
Electricity Provider	sends you your first electricity bill with solar/net energy metering credits(see page 17)
Lender/Solar Provider	sends you first bill for solar system or solar energy*



After the solar system is installed, it typically takes 2 to 3 weeks to receive approval from your electricity provider to turn your system on. It could take longer depending on your circumstances.

*If you use PACE financing, you will not receive a bill from a lender or solar provider (the last step above). Instead, your payments will be due once or twice a year with your property taxes or monthly with your mortgage payment.

STEP 3: Find a Qualified Solar Provider

For low-income solar programs, go to page 6.

Find Solar Providers that Serve Your Neighborhood

Go to cslb.ca.gov, a government website, and click on "Find My Licensed Contractor." Enter your city and one of the following license classifications: C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Go to californiadgstats.ca.gov, a government-funded website, to enter your ZIP code and see a list of solar providers and recent installation costs. Note that these costs are not verified by the government.

Check to see if your county has a County Contractors Association with licensed solar providers.

Ask friends and neighbors who had solar installed at least a year ago if they recommend a solar provider and why.

Narrow Down the List to Qualified Solar Providers

First, make sure solar providers you consider have a valid license from the CSLB. It is illegal for solar providers and their installers to conduct business without a license.

- Go to the Contractors State License Board (CSLB) website at cslb.ca.gov/consumers or call 800-321-CSLB (2752) to see if the solar provider and installer licenses are active and valid. The licenses must be in the classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Find out how long the company has been in business and how many installations they have done.

Visit the CPUC's public list of non-compliant solar providers, which identifies contractors that have violated CPUC, CSLB, or DFPI regulations. This list is updated quarterly and can be found at cpuc.ca.gov/solarpubliclist.

It's a good sign if companies employ installers certified by the North American Board of Certified Energy Practitioners (NABCEP), a high standard in the industry.

Get Bids From At Least 3 Qualified Solar Providers, Compare Bids, and Ask Questions

After you narrow down the list of solar providers, ask for a bid or price quote.

- Look up how to compare solar quotes online and compare the bids you have obtained.
- Note that the cheapest bid is not necessarily the best option for you. A very low bid may indicate that a solar provider is trying to cut corners.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Don't hesitate to ask solar providers a lot of questions up front. A qualified company will be happy to answer all of them. A sample list of questions is on the next page.



Questions to Ask a Solar Provider

Before You Sign a Contract

Company Background

What is your company's contractor license number from the Contractors State License Board (CSLB)? What is your installer's contractor license number?

Is the salesperson an employee of your company?

Will you subcontract with another company to install the solar system? If so, what is their CSLB contractor license number?

How long have you been in business, and how many systems have you installed?

Can you provide me with three customer references to call or visit? These customers should have solar installed for at least a year.

Design & Roof

Is my roof a good candidate for solar? Why?

Does my roof need to be replaced before installing solar panels?

- If yes, how much will that cost, who will do it, what is their license number, and is there a roof warranty?
-

Why did you choose this specific design and size for the solar system you are recommending to me?

- Note that a system sized to cover all of your electricity needs isn't necessarily the best investment. Typically, a system is sized to around 80-85 percent of your electricity use from the previous year.
-

What steps will you take to ensure my roof won't leak?

Roughly how much will it cost to remove and re-install the panels if I need to replace my roof in the future, including inspection fees?

Warranties & Performance of Solar System

Are there warranties for the panels and inverters?

- If yes, how long do they last and whom do I contact to replace these components?
 - If equipment such as the inverter fails after the warranty period, how much will it cost to replace?
-

Are there warranties for labor/construction?

Are repairs and maintenance included in the contract? If yes, who should I contact for repairs?

Will I be able to monitor the performance of the system once it's installed? If so, how?

Does the solar provider offer a minimum energy guarantee (common with leases and power purchase agreements)?

- If yes, how will I be compensated if the system does not produce as much energy as promised in the contract?
-

Is there an insurance policy that comes with the solar system, or do I need to take out additional homeowner's insurance? Note that this is especially important if you live in fire-prone areas.

What are my obligations in the contract if my solar system stops working due to a disaster like an earthquake or a fire?

Who has the right to claim the environmental benefits of the power generated by my system? (See “Getting Environmental Credit for Going Green” on page 18).

Electricity Bill Savings Estimates *(see page 17)*



Please beware of a solar provider who tells you solar is free—it is not. See page 2 for more information on false claims.

Will you explain to me why an electricity bill savings estimate is not a guarantee?

What electricity provider bill escalation rate is assumed in your electricity bill savings estimate?

- Note that the CPUC has capped this escalation rate assumption at 4 percent per year.

What electricity rate plan do you recommend I switch to for solar, and why?

- How long will I be on that rate plan, and how can I compare or change rate plans on my electricity provider’s website?
- Note that each electricity provider has a rate plan comparison tool or page on its website.

Even though I will continue to pay electricity bills after going solar, I can receive solar bill credits on my electricity bill. How does that work?

Is there an option to pay my electricity bills monthly instead of annually, so the costs are more even throughout the year? How do I sign up?

Does my electricity provider offer special rates for solar customers?

Impacts On Future Sale of Your Home

Will a solar system make it more difficult for me to sell my home or refinance?

For leases, power purchase agreements (PPA), and PACE-financed systems:

- What happens if the home buyer doesn’t want the solar system or doesn’t qualify to take on my lease, PPA, or PACE-financed system?
- Are there fees if I need to terminate the contract early to sell my house?
- Are there fees for transferring the lease, PPA, or PACE financing to a new homeowner?

Timeline *(see page 8)*

When do you propose to start and finish installing solar on my roof?

After installation is complete, roughly how long will it take for my electricity provider to send me written approval to turn my system on?

What situations would allow me to be released from a contract?



For questions about financing, read the next section!

4

STEP 4: Compare Your Financing Options

The most common solar financing options are:

- Purchase of a solar system with a solar loan or cash. With a purchase, you own the system.
- Property Assessed Clean Energy (PACE) financing of the upfront costs of a solar system, which you pay back on your property tax bill. With PACE financing, you own the system.
- Lease of a solar system, in which the solar provider owns the system and “rents” it to you for ascheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sell you the electricity it generates for a certain price over a set number of years.

The next few pages contain a quick look at each option’s pros and cons, and then a closer look at each.

	PROS	CONS
Purchase with Cash or Loan	<p>Typically, greater return on investment.</p> <p>If you use a loan, little or no upfront costs. May increase value of home.</p> <p>You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.</p>	<p>You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.</p> <p>Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.</p>
PACE Financing	<p>Little or no upfront costs.</p> <p>May have a longer repayment period than typical home improvement loan, which may be preferable.</p> <p>You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.</p>	<p>PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing.</p> <p>If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.</p> <p>You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.</p>
Lease and PPA	<p>Little or no upfront costs.</p> <p>Solar provider is responsible for all monitoring, maintenance, and repairs.</p> <p>Minimum energy production often guaranteed.</p>	<p>Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars.</p> <p>Solar provider could go out of business during the contract period.</p>



A Closer Look at Purchasing Outright (with cash or loan)

You can purchase a solar system from a solar provider or manufacturer with a traditional loan, solar loan, or cash. In this approach, you own the installed system. Types of loans include:

- **Secured loans:** these require an asset that will serve as collateral for the loan – often that asset is your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit

card. A secured loan is often preferred because it typically has lower interest rates.

Many solar providers work with lenders that offer solar loans, but you should check with banks and credit unions as well. Compare offers to make sure you are being offered a reasonable interest rate.

If you install and own a solar system by the end of 2022, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2023 and then 0 percent for systems installed after 2023. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

Unless you purchase a maintenance plan or your system comes with one, you will be responsible for any maintenance and repairs. Make sure you save the equipment warranties, particularly for the inverter, which may need to be replaced sooner than other equipment. If you sell your home, look for real estate agents and appraisers with experience selling homes with solar. You may include the system in the house sale just like any other major home improvement.

Questions to Ask a Lender About the Purchase of a Solar System with a Loan:

What is the total cost of the loan over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

What is my interest rate?

What is my annual percentage rate (“APR”)?

Whom do I contact if I have questions about my loan payments?

Will a solar loan make it more difficult for me to sell or refinance my home?

Will I need to buy out my loan? Whom do I contact?



A Closer Look at PACE (Property Assessed Clean Energy)

PACE is a financing option that is available in some areas of California. In most places, it is sold through PACE solicitors and solicitor agents who are required to be enrolled with a PACE program administrator. In a PACE financing arrangement, a PACE program administrator finances the upfront costs of a solar system, which you then pay through an assessment on your property tax bill. With PACE financing, you own the solar system. You should read and review the terms carefully, and if necessary, consult with a tax professional or attorney.

PACE financing lasts for a fixed term, typically around 10-30 years, and it is attached to your house. If you sell your house before you have fully paid the PACE assessment, the buyer may require you to pay off the remaining balance of the assessment, which could be thousands of dollars. Some mortgage lenders will not loan money to buyers to purchase properties with PACE liens unless the full assessment is paid.

Unlike leases and power purchase agreements that require monthly payments, PACE assessments are typically due once or twice a year, in larger lump sums, with your property taxes. Given this unique arrangement, it's important to understand how much you will owe and when, so that you can set aside enough money throughout the year to cover the amount.

If your house is mortgaged and you typically pay your taxes with an escrow or impound account, your mortgage company may increase the amount you pay monthly to cover the anticipated increase to your property tax bill. Discuss how PACE will affect your monthly mortgage payment before you sign an agreement.

Be aware that if you fail to make your PACE payments included with your property taxes or mortgage, your home could be put in foreclosure.

Questions to Ask a PACE Program Administrator About a PACE-Financed System:

What is your PACE program administrator license number? (Check the license at dfpi.ca.gov/pace-program-administrators)

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

What is the total cost of the financing over the entire course of the contract?

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult with PACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)



A Closer Look at Lease & PPA (Power Purchase Agreement)

With a lease, the solar provider owns the system on your property and “rents” it to you for a set period of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property and sells you the electricity it generates. PPAs are similar to leases, except that instead of making a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solar provider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based on an “escalation clause” or “escalator.” Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front to reduce your monthly payments.

Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

Will my payments increase over time? How much will they increase and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?

5

STEP 5: Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftopsolar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

- Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.
- If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousands of dollars.
- Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity provider may require you to switch to a different rate plan in the future, which could change how much you save.
- Your solar system might perform slightly worse than the estimate assumed. For example, if your area is unusually dusty, the system could generate slightly less energy than estimated.



Before you sign a contract, ask yourself: if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftopsolar still make sense to me?



How Electricity Bill Savings Work

If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually, this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

NEM and Your Electricity Bill

Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

Time-of-Use Rates

PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most cpuc.ca.gov/solarguide

customers still owe some money to their electricity provider at the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be clear with your solar provider if you want the monthly option and double-check with your electricity provider that the correct option was chosen.

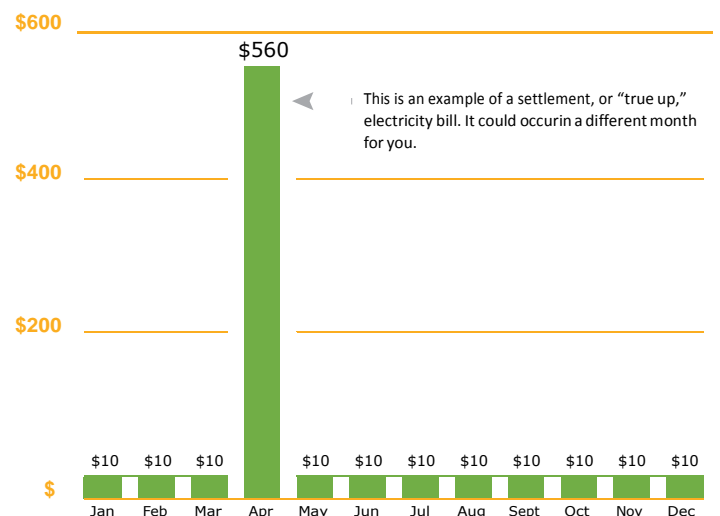
Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial interest to install a solar system that produces more energy than you would use over the course of a year.

Currently, PG&E, SCE, and SDG&E customers are guaranteed NEM for 20 years from the time their solar system starts operating. Your electricity rate, however, is subject to change. Go to www.cpuc.ca.gov/electricrates for more details on how electricity rates work.

If you still have questions after reading this section, you can find help at the additional resources on pages 20-21 of this guide.



Example Of A Settlement, Or "True Up" Electricity Bill





Getting Environmental Credit for Going Green When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC). If you purchase your solar system, you own any RECs created. If you enter a lease or PPA, ask your solar provider who will own the RECs, and check the contract fine print.

Solar system owners may sell the RECs they generate. System owners would need to qualify for the Western Renewable Energy Generation Information System (WREGIS), which issues and tracks RECs. Please visit the WREGIS FAQ at wecc.org/WREGIS/ for more information.

Combining Solar with Storage

When you install battery storage with your solar system, you can store excess solar electricity produced by your panels for use in the evening when the sun goes down. The software that comes with battery storage automatically determines whether to store the extra energy or export it to the grid to maximize cost savings. Battery storage can also provide limited back-up power.

The state-funded Self-Generation Incentive Program (SGIP) provides financial incentives to install storage. See cpuc.ca.gov/sgip for more details on SGIP.

STEP 6:

Carefully Read All Paperwork

The Solar Energy System Disclosure Document

This document from the Contractors State License Board shows you the total costs for the proposed solar energy system as well as estimated electric bill savings using standardized inputs and assumptions. It also has information about your three-day right to cancel a contract. A solar provider is required to fill out this document. It may be placed as the cover page to the contract. See a blank version at cslb.ca.gov/consumers/solar_smart.

Contract

The solar contract is the legally binding document between you and the solar provider. Make sure to read it carefully.

Make sure everything you were promised is written in the contract. For example, many answers to the questions on pages 10 and 11 of this guide should be referenced in the contract.

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- or 5-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link to a blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13–15 of this guide should be referenced in the financing agreement.

7

STEP 7: Review Additional Resources

If you still have questions about any aspect of going solar, find resources in the list below where you can read or watch additional information, or call someone to advise you.

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)

- PG&E solar customer service: 877-743-4112
- PG&E clean energy: pge.com/en_us/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page

Southern California Edison (SCE)

- SCE solar phone number: 866-600-6290
- ▶ SCE solar power at home: sce.com/residential/generating-your-own-power/solar-power

San Diego Gas & Electric (SDG&E)

- SDG&E solar phone number: 800-411-SDGE (7343)
- SDG&E get started with solar: sdge.com/residential/solar/getting-started-with-solar



If another electricity provider supplies you with electricity, call them or check their website for details on their solar programs.

Low-Income Solar Programs

- SASH and DAC-SASH program: 866-921-4696 and gridalternatives.org/qualify
- Community Solar Green Tariff program and DAC Green Tariff program: cpuc.ca.gov/solarindacs



If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

Contractors State License Board (CSLB)

- CSLB 24-hour licensing and consumer information: 800-321-CSLB (2752)
- Check a contractor license or home improvement salesperson registration: cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx
- CSLB solar smart: cslb.ca.gov/consumers/solar_smart
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosure document: cslb.ca.gov/consumers/solar_smart



Links with this icon have a resource available in video format.

Department of Financial Protection and Innovation (DFPI)

- PACE financing information: dfpi.ca.gov/pace
- Financial services: 213-576-7690; pacehelp@dfpi.ca.gov
- PACE program administrator license check: dfpi.ca.gov/pace-program-administrators
- Filing a complaint against a PACE provider: dfpi.ca.gov/file-a-complaint

Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: pge.com/en_us/residential/solar-and-vehicles/green-energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to-read-your-bill.page
- ▶ SCE understanding your bill: sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill
- SDG&E understanding your NEM statement: sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement
- CPUC NEM overview: cpuc.ca.gov/nem

Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas
- CESA una guía práctica de financiación solar para dueños de casa (en Español): cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa
- ▶ CESA/George Washington University rooftop solar financing 101: cesa.org/projects/sustainable-solar/videos

Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: irecusa.org/consumer-protection/consumer-checklist
- ▶ CESA/George Washington University Choosing a Solar Installer: cesa.org/projects/sustainable-solar/videos

8

STEP 8: “Before You Sign” Checklist

Make sure you have completed these items before you sign any documents!

Remember, take your time and don't feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.

-
- Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.

 - Consider making your home more energy efficient before getting solar. This could save you money. See page 5.

 - Get at least 3 bids for solar at your home. See page 9.

 - Ask the solar provider for 3 customer references and call or visit them. See page 9.

 - Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.

 - Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.

 - Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.

 - If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.

 - Read the critical information about electricity bill savings estimates on page 16, and review the standardized inputs and assumptions on the CSLB Solar Energy System Disclosure Document.

 - Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.

 - Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.
-

STEP 9: Sign This Guide

Have you read at least the first 4 pages of this guide?

The first 4 pages of the California Solar Consumer Protection Guide contain important information on false claims to watch out for and your rights.

The CPUC recommends that solar providers* give out this guide during their first contact with potential customers, so customers may fully understand what a solar purchase involves. If a solar provider gave you this guide along with your contract, the CPUC recommends that you take at least 48 hours to read and understand this entire guide before you sign below.

Customer

Please affirm each of statements below by checking the boxes. If a statement does not apply to you, write "N/A" in that statement's box.

Y	N/A
X	I have not yet entered into a contract for solar with the solar provider signing on page 24.
X	The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.
X	I read and initialed the first 4 pages of California's Solar Consumer Protection Guide. The solar provider gave me the time to read the entire 24-page guide.
X	I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.
X	The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, or Dari they spoke to me in one of those languages.
X	If I was solicited as part of a door-to-door sale, the solar provider offered me the option to sign the Solar Consumer Protection Guide with a handwritten signature by default. I was also given the option to sign with an electronic signature.
X	If I was solicited as part of a door-to-door sale and did not expressly request an electronic format, a complete copy of the Solar Consumer Protection Guide was provided in paper format.
X	If I choose to sign the Solar Consumer Protection Guide electronically, I am using an email address that was created and is controlled by me prior to the sale, lease, or power purchase agreement.

By signing, I affirm that I have read and understand the California Solar Consumer Protection Guide. I also affirm that information from my solar contract, interconnection application, CSLB Solar Disclosure Form, and/or financing agreement may be reviewed by state regulators to ensure compliance with California's solar consumer protection laws.

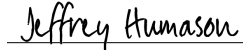
Jeffrey Humason

11/8/2024

Customer Printed Name

Date

Signed by:



6405EA7BFF9E424...
Customer Signature

continued on page 24

STEP 9: Sign This Guide *continued from page 23*

Solar Provider

Please affirm each of statements below by checking the boxes.

- The customer initialed the first 4 pages of the guide.
- The customer signed above before entering into a contract for the purchase, lease, power purchase agreement, or PACE financing of a solar system or solar energy with the company named below.
- The sales presentation to this customer was principally conducted in this language: English

Viruk Tungpagasit	Energy Consultant	11/8/2024
Company Representative Name/Title		Date
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 5px;">Signed by:</div> </div>		9165247187
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 5px;">FB1E922E305D423</div> </div>		Company Phone
Company Representative Signature		viruktungpagasit@solarpros.io
Freedom Forever		Company Email
Company Name		
CA: 1029644, FL: CVC57157, TX:34467 B C10 C46 C39		
Company CSLB License Number.	Company CSLB License Classification	

*A solar provider is defined in California Public Utilities Commissioner Decision (D.) 18-09-044 as a vendor, contractor, installer, or financing entity that enters into a contract for a power purchase agreement, lease, or purchased solar system. Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) require solar providers to upload a signed copy of this page with a signature to their interconnection portals before interconnecting residential customers in single-family homes to the electric grid. This requirement does not apply to new home construction, multifamily buildings, or solar thermal systems.

**-SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT**

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including seller financing and energy / power cost if applicable) is: \$ 64320.60

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Three Day Right to Cancel the contract (or a Five Day Right to Cancel the contract if you are 65 years of age or older) pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three Day Right to Cancel (Five Days if you are 65 Years of Age or Older)

You, the buyer, have the right to cancel this contract within three (3) business days. (If you are 65 years of age or older, you have the right to cancel this contract within five (5) business days.) You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day (or by midnight of the fifth business day if you are 65 years of age or older) after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.



SOLAR POWER PURCHASE AGREEMENT

Homeowner's Name & Service Address	Co-Owner Name (If Any) Email, Phone	Installation Location
Jeffrey Humason		1022 Poppy Street, Chico, CA 95928
1022 Poppy Street, Chico, CA 95928		
humason@gmail.com		
8321246343		

Contractor and Salesperson Contact Information
 *The Notice of Cancellation may be sent to EnFin at the address immediately below.

Contractor/Solar Installer

Salesperson

Name : Freedom Forever
 Address: 43445 Business Park Drive, Ste. #104, Temecula, California, 92590
 Toll-Free Phone number: 8885576431
 Email: bbouchy@freedomforever.com
 Internet Address: www.freedomforever.com
 California License Number: CA: 1029644, FL: CVC57157, TX:34467

First Name:
 Last Name:
 Tungpagasit
 HIS Number (If Applicable):
 93852 SP
 Signature:

 FB1E922E305D423...

Date(s) Contract Signed by Homeowner(s) 11/8/2024



Here are the key terms of your EnFin Solar Power Purchase Agreement:

<p>Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed</p>	<p>SolarSystemBatteryStorage</p>
<p>Electricity rate per kWh</p>	<p>\$ 0.235</p>
<p>Monthly Payment – Year 1 (this includes an ACH discount if you are signed up for ACH payments)</p>	<p>\$ 137.61</p>
<p>Annual Escalator</p>	<p>3.50%</p>
<p>Cancellation Fees</p>	<p>Not Applicable.</p>
<p>Contract Price</p>	<p>\$ 64320.60</p>
<p>Initial Term of Agreement</p>	<p>25 years</p>
<p>Performance Guarantee</p>	<p>Attached Below as Exhibit B</p>
<p>Warranties</p>	<p>The System is expected to perform as detailed below in <u>Section 7</u> of the Terms and Conditions, which also contains information about all applicable warranties and the transfer of warranties to a subsequent purchaser of your Home.</p>
<p>Installation Schedule</p>	<p>Approximate Start Date: Work will commence within three (3) days of all permits being issued, all approvals being received, satisfaction of all requirements in this Agreement, and all materials being delivered to the site. Substantial commencement of work occurs when your designated Contractor arrives at your Home to install the System (such date, the “Installation Commencement Date”).</p> <p>Approximate Completion Date: We approximate the completion date to occur within ninety (90) days of substantial commencement of work.</p> <p><i>The above dates are our best estimates and that they may be impacted by factors outside of our control such as a Force Majeure Event (as defined below).</i></p>



Solar Power Purchase Agreement

Maintenance Responsibilities

EnFin Corp will designate a Contractor to perform, or to contract to be performed, all required System maintenance pursuant to the Limited Warranty described herein.

Options upon a transfer of the Home:	Options at the end of the 25 year term:
<p>If you move, you may:</p> <ul style="list-style-type: none"> • Transfer this Agreement to the purchaser of your Home, as specified in the Agreement • Purchase the System, as specified in the Agreement. (This option not available before the 6th anniversary of the System being turned on) • Prepay this Power Purchase Agreement and Transfer only the Use of the System, as specified in the Agreement. 	<ul style="list-style-type: none"> • EnFin Corp will designate a contractor to remove the System at no cost to you. • You can upgrade to a new System with the latest solar technology under a new contract. • You may purchase the System from EnFin Corp for its fair market value as specified in the agreement. • Unless you choose not to renew, this Agreement will renew on an automatic basis as described in this Agreement.

EnFin 's Promises to You

- We will designate a Contractor to maintain and repair the System (including the inverter) at no additional cost to you, as specified in the agreement. We will also insure the System for the duration of this Agreement.
- We will designate a Contractor to provide system monitoring at no additional cost to you, as specified in the Agreement, for the duration of this Agreement
- We, along with a Contractor that we designate, will offer a workmanship warranty, as specified in the Agreement, for the duration of this Agreement.

California Disclosures	
COMMERCIAL GENERAL LIABILITY INSURANCE:	EnFin Corp. carries commercial general liability insurance written by Colony Insurance Co. and State Compensation Insurance Fund.
WORKERS COMPENSATION INSURANCE:	The contractor designated to perform this work carries workers' compensation insurance for all employees.
CA REQUIRED LIEN DISCLOSURE	Upon your request and satisfactory payment of any portion of the work performed, we will, before any further payment is made by you, furnish to you a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.
NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:	Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on any payments outstanding. In the event that a Change Order is necessary, you will



	<p>have the right to cancel this Agreement in its entirety, without fees, within 7 business days of signing the Change Order.</p>
<p>LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT:</p>	<p>The Notice of Cancellation attached as Exhibit A, Performance Guarantee Summary attached as Exhibit B, and EnFin’s Privacy Policy attached as Exhibit C. sent separately</p>

TERMS AND CONDITIONS

Version Number 1.0

Section 1. Introduction; Parties.

This Solar Power Purchase Agreement (this “**Agreement**” or “**PPA**”) is the agreement between you and EnFin Corp. (together with its successors and assigns, (“**EnFin**,” “**we**” or “**us**”), covering the sale to you of the power produced by the solar panel system (the “**System**”) we will install at the address you listed above (the “**Property**” or your “**Home**”). EnFin agrees to sell to you, and you agree to buy from EnFin Corp, all of the power produced by the System. If there is more than one owner of your Home (“**Homeowner**”), each Homeowner who signs this Contract certifies that he or she has the full authority to enter into this PPA and grant EnFin its rights provided hereunder, on behalf of all Homeowners. The Homeowners who sign this Contract shall be jointly and severally liable under this Contract, and appoint each other to act on all Homeowners’ behalf in all future matters associated with this Contract. EnFin will designate a Contractor to design and install the System and that designated Contractor (“**Contractor**”) will perform all required design work and installation. EnFin will also be responsible for the maintenance, service, or repairs on the System, through contractors that it designates..

Section 2. Term


EnFin agrees to sell you the power generated by the System for 25 years from the Commercial Operation Date. We refer to this period of time as the “**Initial Term**.” The Initial Term begins on the Commercial Operation Date. The “**Commercial Operation Date**” is the date that the System is turned on and generating power. EnFin will notify you by email, text or mail when your System is ready to be turned on.

(a) Automatic Renewal Term. If you do not choose to cancel this Agreement or to exercise your purchase options described in Section 10 by the end of the Initial Term, this Agreement will automatically renew for an additional 5 year term (each, an “Additional Term,” and all Additional Terms and the Initial Term together, the “Term”) provided that EnFin Corp will make commercially reasonable efforts to give you written notice (“Renewal Notice”) of this automatic renewal between ninety (90) and one hundred and eighty (180) days before the end of the Initial Term or applicable Additional Term and again forty-five (45) days before the end of the Initial Term or applicable Additional Term. You may cancel the Additional Term by calling our toll-free number identified in this Agreement or providing us with written notice via e-mail at least thirty (30) days before the expiration of any Term. This Agreement will renew for a maximum of two (2) additional Terms. At the end of the second renewal Term, You will be able to purchase the System or request that it be removed in accordance with Section 17 of this Agreement.



The Renewal Notice will set forth the new monthly payments you will owe for the Additional Term (each, an “**Additional Term Monthly Payment**”), provide the renewal terms, cancellation policy, and information on how to terminate the Agreement. The Additional Term Monthly Payment amount due will include the cost per kWh generated by your System plus \$100 for each battery included with your System. The cost you will pay for the power that your System generates will be ten percent (10%) less than the average rate charged by your utility over the preceding 12 months.

Invoices for Additional Term Monthly Payments will be mailed or emailed no later than ten (10) days after the end of a calendar month and will be due no later than thirty (30) days after the date of the invoice.

<p>Homeowner(s) Initials:</p>	<p style="font-size: small;">Initial</p> 	<p>BY INITIALING, YOU UNDERSTAND AND AGREE THAT SHOULD YOU CHOOSE NOT TO EXERCISE ANY OF YOUR OPTIONS AT THE END OF THE INITIAL TERM, THAT THIS AGREEMENT RENEWS ON AN AUTOMATIC BASIS.</p>
-----------------------------------	--	---

Section 3. STANDARDS

The standards for our performance and those of the Contractor will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. “**Prudent Electrical Practices**” means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

Section 4. PAYMENT;PRODUCTION.

- a) *Power Price.* You are purchasing the power the System produces. The price of that power is set forth in the disclosures at the beginning of this Agreement “Value Statement” attached as Exhibit B.
- b) *Payments* These disclosures, along with the Performance Guarantee attached as Exhibit B details, among other things, (i) the price per kWh (“kWh Rate”) you will be charged per year; (ii) the annual price escalator (if any); (iii) EnFin Corp’s estimate of the power that is expected to be produced by the System during the first year; (iv) EnFin Corp’s estimate of the amount of power that is expected to be produced by the System over the entire Term (excluding any renewal period(s) extending the Term as provided in Section 10); and (v) your Monthly Payment amount for the first year. Your “Monthly Payment” is calculated based on the following: (A) the annual price per kWh multiplied by (B) the estimated kWh output per year (“Estimated Annual Production”) divided by twelve (12). Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date the Solar System is placed in service by your Utility (the “In-Service Date”). Subsequent billing cycles will begin on the same date each month (the “Billing Cycle Day”).
- c) *Estimated Production.* If (i) the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during the Initial Term because of your actions; (ii) you take some action that significantly reduces the output of the System; (iii) you don’t trim your bushes or trees to their appearance when you signed this PPA to avoid foliage growth from shading the System; or (iv) your System is not reporting production to EnFin Corp (e.g. you have disconnected the Monitoring System or the internet connection at your Home goes down on the reporting day), then EnFin Corp will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods (“Estimated Production”) and shall consider Estimated Production as Guaranteed kWh for purposes of the Performance Guarantee.

**Section 5. Obligations***a) System, Home and Property Maintenance*

You agree to:

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when EnFin Corp installed it;
- (iii) be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, prior work you have done on your Home that was not permitted);
- (iv) not remove any markings or identification tags on the System;
- (v) As set forth in Section 5(g), permit EnFin, its designees (including the Contractor), or its financing parties, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vi) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (vii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (viii) notify EnFin if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
- (ix) have someone who has an ownership interest and requisite authority in your Home sign this Agreement;
- (x) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
- (xi) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) OR wireless internet that is sufficient for our needs. See Section 7 for details.
- (xii) Carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of EnFin. It is your responsibility to determine whether the installation of the System will



impact your existing coverage and whether additional insurance will be required.

(xiii) Purchase all the power produced by the System

b) *System Construction, Repair, Insurance and EnFin Corp's obligations:*

EnFin Corp agrees to:

- (i) designate a Contractor to schedule the installation of the System at a mutually convenient date and time;
- (ii) designate a Contractor to install the System according to written plans you review;
- (iii) designate a Contractor to provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes before the System is installed;
- (v) require the Contractor to clean up during the construction of the System;
- (vi) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System; Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the System to the extent required by the Warranty;
- (vii) insure our actions, and those of any Contractor that we designate, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;
- (viii) designate a Contractor to repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs; and
- (ix) not put a lien on your Home or Property. We are required by California law to record a "Notice of an Independent Solar Energy Producer Contract." This notice indicates to others (including lenders, title companies, and other third parties) that EnFin Corp owns the System, and that your Home is receiving power from it. This notice does not constitute a title defect, lien or encumbrance against your Home. Upon termination of this Agreement, we will record an instrument to terminate this notice.

c) *Home Renovations or Repairs.* If you want to make any repairs or improvements to the Property that could interfere with



Solar Power Purchase Agreement

the System (such as repairing the roof where the System is located), you may not have the System removed yourself but must work with EnFin to have the System removed, stored, and reinstalled at your cost.

- d) *Automatic Payment, Late Charges.* In addition to the other amounts you agree to pay in this Agreement, you agree to pay the following:
- (i) Returned Check Fee: \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
 - (ii) Late Payments: equal to 1.5% per month on all past-due amounts or the maximum percentage allowable by applicable law.
 - (iii) ACH Discount: You will receive a discount of ten dollars (\$10) on each Monthly Payment if you make automatic payments through ACH. If at any time you unenroll from automatic payments through ACH, this discount will no longer apply, and your Monthly Payment will increase by \$10. Your monthly payment at the top of this Agreement already reflects such a discount if you are enrolled in ACH. If you are not enrolled in ACH, you can qualify for the discount by enrolling in ACH.
- e) *Taxes.* You agree to pay any changes in the applicable taxes related to this PPA. If you exercise your option to purchase the System as described in this PPA, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy.
- f) *No Alterations.* You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without EnFin Corp's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be EnFin Corp's property.
- g) *Access to the System.*
- (i) You grant to EnFin Corp, its financing parties, and its employees, agents and contractors (including the Contractor) the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing EnFin Corp's or financing parties rights as to this PPA and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System. This access right shall continue for up to ninety (90) days after this Agreement expires to provide EnFin Corp with time to remove the System at the end of the Agreement. EnFin Corp shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.
 - (ii) During the time that EnFin Corp or its designees have access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but is instead EnFin's property and that **EnFin Corp has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.** Neither this PPA nor any UCC-1 financing statement we may file in connection with this PPA constitutes or imposes a consensual lien on your Home or Property.
- h) *Indemnity.* To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless EnFin Corp, its employees, officers, directors, agents, financing partners, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), 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 negligence or willful misconduct; provided, that nothing herein shall require you to indemnify EnFin Corp for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

- i) **Payments.** SUBJECT TO SECTION 4 ABOVE AND THE PERFORMANCE GUARANTEE, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA (OTHER THAN THOSE SET OUT IN SECTION 26), TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.
- j) *System Monitoring.* You will have regular access to the System's production via your online account.

Section 6. Conditions Prior to Installation of the System; Change Orders.

- (a) EnFin Corp's obligation to designate a Contractor to install the System and sell you the power it produces is conditioned on the following items having been completed to its reasonable satisfaction:
- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - (ii) approval of this Agreement by EnFin Corp's financing parties (where applicable);
 - (iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Prepayment Amount set forth in this Agreement;
 - (iv) confirmation that EnFin Corp will obtain all applicable benefits referred to in Section 9;
 - (v) receipt of all necessary zoning, land use and building permits; and
 - (vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property which have been agreed upon in writing (e.g., removal of a tree or necessary roof repairs to enable the Contractor to safely install the System).

EnFin Corp may terminate this Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vii) will not be satisfied for reasons beyond its reasonable control. Once EnFin Corp starts installation, however, it may not terminate this Agreement for your failure to satisfy conditions (i) through (vi) above.

- (b) *Amendments.* The System's estimated production will be documented in an Exhibit to this PPA. You authorize EnFin Corp to make corrections to the utility paperwork to conform to this PPA or any amendments to this PPA we both sign.

Section 7. Limited Warranty

- (a) EnFin Corp offers the following Limited Warranty that will be fulfilled by a Contractor that we designate:
- (i) During the entire Term (*i.e.*, both the Initial Term and any Additional Terms), under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");
 - (ii) **We warrant that roof penetrations made by any Contractor that we designate will be weather tight** for a period of ten (10) years from the Commercial Operation Date (the "Roof Warranty Period"). The roof penetrations may void your roof warranty for portions of the roof — please check your roof warranty for specific warranty terms.
 - (iii) During the entire Agreement Term, EnFin Corp will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor



costs), when you submit a valid claim to us under this Limited Warranty ("Repair Promise"). If any Contractor that we designate damages your Home, your belongings or your Property we will ensure that the damage is repaired or pay you for the damage cause. EnFin Corp may use new or reconditioned parts when making repairs or replacements. EnFin Corp may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at our discretion.

(b) Warranty Length

- (i) The warranties in Sections 7(a)(i) and 7(a)(iii) above will start when the System is installed at your Home and continue through the entire Agreement Term. Thus, for as long as you host the System from EnFin Corp, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 7(a)(ii) above.
- (iii) If you have assumed an existing PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.
- (iv) If you purchase the system at any point throughout the Term, all manufacturers' warranties will remain in place but all existing EnFin Corp warranties, including but not limited to workmanship warranties, will be voided.

(c) Performance Warranties and Guarantee

- (i) EnFin Corp provides you with a Performance Guarantee on the System during the Initial Term. The Performance Guarantee is dependent on the size and design of your System and any change in System size, design, or this Agreement will nullify all former Performance Guarantees and will result in a new Performance Guarantee being delivered to you.
- (ii) EnFin Corp guarantees that during the Agreement Term the System will operate within manufacturer's specifications and if it does not that EnFin Corp will designate a Contractor to repair or replace any defective part and restore System performance.
- (iii) During the Agreement Term, we will provide you at no additional cost our Monitoring Service ("Monitoring Software"). Monitoring Software is a proprietary monitoring system designed and installed by EnFin Corp or its designated Contractor that captures and displays historical power generation data over an Internet connection and consists of hardware located on site and software hosted by EnFin Corp or its designated Contractor. If the System is not operating within normal ranges, Monitoring Software will alert us and we will remedy any material issues.

Manufacturer Warranties

Any manufacturer's warranty is in addition to, not in lieu of, the Limited Warranty described in this section. The System's solar panels carry a minimum manufacturer's warranty that: (1) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (2) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The inverters that convert the solar energy produced by the panels from variable direct current (DC) into a utility frequency alternating current (AC) carry a minimum ten (10) year equipment warranty.

(e) Maintenance and Operation

- (i) When the System is installed, EnFin Corp or its designated Contractor will provide you with a link to its System Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. EnFin Corp will designate a Contractor to perform all required System maintenance.
- (ii) The Monitoring Software service requires a high speed Internet line to operate. Therefore, during the Agreement Term, you agree to maintain the communication link between Monitoring Software and the System and between Monitoring Software and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) or with wireless internet that is sufficient for our needs. This communication link must be a 10/100 Mbps Ethernet connection or its wireless equivalent that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line we will not be able to monitor the System and provide you



with a performance guarantee. Further, if Monitoring Software is not operational, EnFin Corp will be required to estimate your power production as set forth in the PPA.

(f) Making a Claim; Transferring this Warranty

You can make a claim by:

- A. emailing us at the email address at the top of this Agreement; or
- B. writing us a letter and sending it overnight mail with a well-known service;
EnFin Corp will accept and honor any valid and properly submitted Warranty claim made during any Term by any person to whom you properly transfer the PPA.

EnFin Corp may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of our obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

(g) Exclusions and Disclaimer

The limited warranties and guarantees provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than EnFin Corp or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) normal wear and tear or cosmetic or aesthetic repairs that do not involve safety or performance of the System;
- (iii) you or a third party's misuse, abuse or alteration of the System; your failure to provide us access, at your expense, to a continuous high speed internet connection, during the Limited Warranty. This internet connection will have certain required minimum characteristics as determined by us;
- (iv) destruction or damage to the System or its ability to safely produce power not caused by EnFin Corp or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Agreement, but we will not repay you for power it did not produce);
- (v) your failure to perform, or breach of, your obligations under the Agreement (e.g., you modify or alter the System);
- (vi) any damage caused by golf balls (in the case that the System is damaged by golf balls, You will be responsible for all costs associated with the repair or servicing of the System and you will not be allowed to let anyone other than EnFin or its designated Contractor repair or service the System. Additionally, EnFin will not be responsible for any lost power production due to damage from golf balls).
- (vii) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem;
- (viii) any Force Majeure Event;
- (ix) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (x) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (xi) a power or voltage surge caused by someone other than EnFin Corp or its approved service providers, including a grid supply voltage outside of the standard range specified by your utility;
- (xii) theft of the System (e.g., if the System is stolen we will replace the System per the Agreement, but we will not repay you for the power it did not produce); and
- (xiii) You remodel your Home in a manner that results in shading the System.



This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 7(a) and (c) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY ENFIN CORP WITH RESPECT TO THE SYSTEM. ENFIN CORP HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 7, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

System Repair; Removal During the Term

- a. You agree that if (i) the System needs any repairs that are not the responsibility of EnFin Corp under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have EnFin Corp or its designee perform such repairs, removal and reinstallation.
- b. EnFin Corp will designate a Contractor to remove and replace the System from your roof while roof repairs are being made at a reasonable market cost for your area. You will need to provide storage space for the System during such time.

(ii) Limit of Liability

- a. YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 7(c) UNDER THE LIMITED WARRANTY, AND IN NO EVENT SHALL ENFIN CORP OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- b. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- c. Notwithstanding any other provision of this Limited Warranty to the contrary, EnFin Corp's total liability arising out of relating to this Limited Warranty shall in no event: (A) For System Replacement: exceed the greater of (a) the Prepayment Amount and (b) the original cost of the System; and (B) For damages to your Home, Belongings and Property: exceed two million dollars (\$2,000,000).

Section 8. Assignment

EnFin Corp may assign this PPA to one of its financing partners. You agree that EnFin Corp may assign, sell, or transfer the System and this PPA, or any part of this PPA or the exhibits, without your consent. This assignment does not change EnFin Corp's obligation to designate a Contractor to maintain and repair your System as set forth in the Limited Warranty. Any assignment of EnFin Corp's rights and/or obligation under this Agreement shall not result in any change to your rights and obligations under this Agreement.

EnFin Corp may also assign its rights or obligations under the Limited Warranty to a third party without your consent, provided that any assignment of EnFin Corp's obligations under the Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. The Limited Warranty protects only the person who hosts the System. Your rights and obligations under the Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. The Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

Section 9. Ownership of the System; Tax Credits and Rebates.

You agree that the System is EnFin Corp's personal property under the Uniform Commercial Code. You understand and agree that this PPA is not a contract to sell or lease the System to you. EnFin Corp owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by EnFin Corp, and shall at your expense protect and defend EnFin Corp against the same.

You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system (with the exception of rebates or credits available solely to the homeowner) are the property of and for the benefit of EnFin Corp, usable at its sole discretion. EnFin Corp shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with EnFin Corp so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system. This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to EnFin Corp.

Section 10. Purchasing the System

You have the option to purchase the System at the end of the Term and at the times detailed below (together with (i), (ii), and (iii) collectively, (the "**Purchase Option**") during the Initial Term. To exercise a Purchase Option you must be in good standing under this PPA and you need to give us written notice of your intent to purchase within sixty (60) days of the applicable date and deliver payment to EnFin Corp within thirty (30) days of receiving an invoice from us for the purchase price. You can purchase this System:

- (i) Upon the sale of the home as long as that sale is on or after the five (5) year anniversary of the Commercial Operation Date;**
- (ii) if EnFin Corp ever ceases its operations and fails to provide for a substitute provider; and**
- (iii) At the end of the Initial Term.**

When you exercise any Purchase Option, the price you will pay for the System will be the System's fair market value at the time of purchase ("**FMV**"). EnFin Corp will determine the FMV of the System by hiring a third-party independent appraiser to estimate the value of a comparable in-service photovoltaic system (with a battery if applicable) in your state and utility service area. This valuation will consider the System's age, location, size, and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable incentives. EnFin Corp's maintenance and repair obligations under the Limited Warranty ([Section 7](#)) will end when you purchase the System.

Section 11. Batteries

- (a) The System may include one or more batteries and, depending on the battery options available to You, those batteries may or may not be able to provide battery backup for your Home. Subsections b, c, d, and e of this section only apply in the event that your battery is intended to provide battery backup for your Home.

I acknowledge that my System includes one or more batteries and that subsections b,c,d, and e are applicable to this Agreement. Please check here if this is Not Applicable for you:

- (b) For each battery, the System will also contain a storage-enabled inverter/charger capable of providing power dependent upon the state of battery charge. Each battery may draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by EnFin Corp. As not all electrical loads are suitable for backup



operation, upon site review, we may determine some circuits may be excluded or moved to a separate sub-panel. You are responsible for failure or damage caused by backing up more loads than EnFin Corp approved and/or changing settings from initial installation conditions. We are not responsible for System failure caused due to excessive loads.

- (c) EnFin Corp or its designees may, from time to time, administer and operate the System (including its battery) to optimize your Home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electric grid (if available in your utility area). EnFin Corp may use the energy stored in the battery(ies) to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purpose. You are responsible for establishing your own battery profile, where you will set the minimum reserve for your battery.
- (d) WHILE ENFIN CORP EXPECTS THE BATTERY(IES) WILL BE ABLE TO PROVIDE BACKUP POWER DURING A POWER OUTAGE, ENFIN CORP DOES NOT GUARANTEE OR WARRANT THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT ENFIN CORP WILL NOT BE LIABLE IF THE BATTERY FAILS TO PROVIDE BACKUP POWER, AND ENFIN CORP DISCLAIMS ANY SUCH LIABILITY, REGARDLESS OF THE REASON FOR THE FAILURE. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.
- (e) Please notify EnFin Corp at the contact information at the top of this Agreement in the event your battery does not provide backup power during a power outage.
- (f) Under normal conditions of use, the battery(ies) should pose no danger to you. However, if mishandled, the battery may become dangerous, causing fire hazards, high voltage hazards, and mechanical damage, among other damage.

Section 12. Transferability of the Agreement

- (a) If you sell your Home you can:
 1. Transfer this Agreement. If the person buying your Home meets EnFin Corp's requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this PPA. The System stays at your Home and the person buying your home will assume your rights and obligations under this PPA. You agree to give EnFin Corp at least thirty (30) days but not more than three (3) months prior written notice if you want someone to assume your PPA obligations.
 2. Purchase the System (see Section 10).
 3. Prepay the balance of all payments remaining under this Agreement.
- (b) If you sell your Home and cannot comply with any of the options in subsection (a) above, you will be in default under this Agreement. Section 12(a) includes a Home sale by your estate or heirs.
- (c) This agreement is free of any restrictions that prohibit the homeowner from freely transferring their Home. In the event of a foreclosure on your Home, your lender may have the right (but not the obligation) to do ONE of the following:
 1. terminate this PPA and require EnFin Corp to remove the System subject to your obligations under Sections 15 and 16;
 2. become a beneficiary (but not obligor) of this PPA free of charge (i.e., receive power from the System and enforce the Limited Warranty);
 3. enter into a new PPA with us on terms no less favorable than the current Agreement; or
 4. request transfer of the PPA under this Section 12 to a subsequent purchaser of your Home.
- (d) EnFin Corp will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file in the real estate records a UCC-1 financing statement ("**Fixture Filing**") that preserves our rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. We will explain



the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. We will also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property and charge you a reasonable UCC Notice Removal and Refiling Fee.

- (e) You have the option to prepay all the expected Monthly Payments you will owe EnFin during the remaining portion of the Initial Term ("Prepayment"). EnFin Corp's obligations under the Agreement will not change if you make a Prepayment. After you pay the Prepayment, you will make no routine monthly payments during the Initial Term.
- (f) The Prepayment amount will be based on the following: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the number of Monthly Payments remaining in the Initial Term multiplied by the amount of such Monthly Payments.
- (g) Upon your death, this Agreement can be transferred as described under Section 13(a) to your estate or heirs

Section 13. Loss or Damage

- (a) Unless you are grossly negligent or you intentionally damage the System, EnFin Corp will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft or destruction will excuse you from your obligations under this PPA.
- (b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, you shall continue to pay any amounts due under the PPA and, cooperate with EnFin Corp, at EnFin Corp's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

Section 14. Limitation of Liability

- (a) *No Consequential Damages.* ENFIN CORP'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.
- (b) *Actual Damages.* Except for claims under Section 5(h), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16(h). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in Section 7.

Section 15. Default

You will be in default under this Agreement if any one of the following occurs:

- (a) you fail to make any payment when it is due, other than an amount that is subject to a good-faith dispute, and such failure continues for a period of thirty (30) days following receipt of written notice from the other Party (a "Payment Default");
- (b) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- (c) you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- (d) you assign, transfer, encumber, sublet or sell this PPA or any part of the System without EnFin Corp's prior written consent; or
- (e) you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.



Section 16. Remedies in Case of Default

- (a) If a Payment Default occurs, we may suspend performance of our obligations under this Agreement until the Payment Default is cured. We may also pursue any remedy under this Agreement, at law or in equity.
- (b) If this PPA is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:
 - a. terminate this PPA;
 - b. take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;
 - c. require you, at your expense, to return the System or make it available to us in a reasonable manner;
 - d. proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;
 - e. disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
 - f. report such non-operational status of the System to your utility, informing them that you are no longer net metering;
 - g. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
 - h. use any other remedy available to us in this PPA or by law.
 - i. We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this PPA as required.
 - j. You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, EnFin Corp does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, EnFin Corp does not give up our right to use that remedy in case of a subsequent default.

Section 17. System Removal; Return AT END OF TERM

EnFin Corp is responsible, in accordance with applicable laws and regulations, for safely clearing, cleaning, and removing the System from the Property. At the end of the Initial Term (if this PPA will not be renewed pursuant to [Section 2](#)), , if you have not exercised your purchase option and you have not defaulted, then within ninety (90) days you agree to contact EnFin Corp at the contact information listed at the top of this Agreement to schedule a convenient time for EnFin Corp to remove the System from your Home at no cost to you. EnFin Corp will remove the System without damaging your property, including removing the posts, waterproofing the post area and return the roof as close as is reasonably possible to its original condition on an architecturally consistent basis before the System was installed (e.g., ordinary wear and tear and color variances due to manufacturing changes are excepted). EnFin Corp will warrant the waterproofing for five (5) days after it removes the System. You agree to reasonably cooperate with EnFin Corp in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

Section 18. FORCE MAJEURE

- (a) *Termination after Force Majeure Event.* You agree and acknowledge that should we fail to construct the System or otherwise fail to perform our obligations under this Agreement, due to reasons attributable to you or to a Force Majeure Event (as



defined below), you will cooperate with us in mitigating such failure and we will not be liable for such failure. If such failure is caused by you, such failure shall be a Default as defined in Section 15. If such failure is due to a Force Majeure Event, each party shall have the right to terminate this Agreement after a period of ninety (90) days from the occurrence of such Force Majeure Event by written notice to the other party; provided such failure is continuing as of the end of such period. Upon termination, we will invoice you for all expenses and costs incurred for materials and any components and amounts due for services, filings, permitting, and labor performed by us up to the date of termination. You shall pay the invoiced amount within ten (10) days of the date of the invoice.

- (b) Force Majeure Event Defined and Related Obligations.** A “Force Majeure Event” means any event, condition or circumstance beyond our reasonable control. It shall include, without limitation an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, commodity shortages, slow-down, or lock-out; explosion; fire; earthquake; abnormal or severe weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); pandemics or other widespread public health occurrences, the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by your utility equipment, actions by your local utility, supplies or products; and failure of equipment not installed or used by us or not under our control. We shall notify you in writing within a commercially reasonable period of time of the occurrence of a Force Majeure Event and such notice shall describe the Force Majeure Event and its estimated duration. Both parties shall use commercially reasonable efforts to mitigate the impacts of the Force Majeure Event on our ability to perform under this PPA.

Termination Procedure. Any termination of this Agreement must comply with the notice provisions set forth in Section 22.

Section 19. Mechanics lien warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a ‘Preliminary Notice.’ This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if they are not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit the California Contractors State License Board’s (“CSLB”) internet website at



www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your Home to pay what you owe.

Section 20. Applicable Law; Arbitration

Except as set forth in the provision below, this Agreement is subject to federal and the state laws of the state where your Home is located. We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. YOU, THE HOMEOWNER, CAN OPT OUT OF THE ARBITRATION PROVISION AS DESCRIBED IN SUBPART "b" BELOW:

(a) **General:** This Arbitration Provision describes when and how a Claim (defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of a neutral person (the "arbitrator") instead of in court in front of a judge and/or jury. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), not by any state arbitration law. Solely for purposes of this Arbitration Provision, "EnFin Corp" means (1) EnFin Corp, each of its subsidiaries, affiliates, successors, subcontractors and assigns, and any of their employees, officers, directors and agents; and (2) any other third party that you name along with EnFin Corp as defendants in a single proceeding.

(b) **Opting-Out:** If you do not want this Arbitration Provision to apply, you must send to us a written notice which specifies your name and address, identifies this Agreement, and states that you opt out of the Arbitration Provision. The notice must be signed by you and sent by mail (not electronically) to 300 Spectrum Center Drive, Suite 500, Irvine CA 92618. The notice must be postmarked within thirty (30) days after the date you signed the Agreement. Opting out will not have any other effect on this Agreement. If you don't opt out, the Arbitration Provision will be effective as of the date you signed the Agreement.

(c) **Disputes Subject to Arbitration:** You or EnFin Corp may elect to have "Claims" arbitrated rather than resolved in court. "Claim" means any past, present or future claim, dispute or controversy between you and EnFin Corp that arises from or relates to this Agreement. "Claim" broadly includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) disputes about (a) information you gave EnFin Corp or facts that occurred before the date of this Agreement, (b) products or services provided or work performed by EnFin Corp (including any removal or reinstallation of solar panels that occurs after the Installation Completion), (c) communications, solicitations or disclosures concerning this Agreement, and (d) financing, payments or the collection of monies owed and the manner of collection; and (5) disputes arising from the relationship(s) between you and EnFin Corp resulting from any of the foregoing.

(d) **Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) either you or EnFin Corp may bring an action in small claims court (or an equivalent court), but if the dispute is transferred, removed, or appealed to a different court, you or EnFin Corp may elect to compel arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. Also, you or EnFin Corp may (1) exercise any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

(e) **Starting or Electing Arbitration:** You or EnFin Corp may (a) start an arbitration by filing a demand with the arbitration administrator pursuant to its rules, or (b) require arbitration of a Claim filed in court by filing a motion to compel arbitration. Even if you and EnFin Corp have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

(f) **Choosing the Administrator:** The party commencing the arbitration may select either the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org, or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com, to administer the arbitration under their consumer rules. If AAA and JAMS cannot serve, and the parties cannot agree on an alternative, a court with jurisdiction will select the administrator or



Solar Power Purchase Agreement

arbitrator, who must agree to abide by all of the terms of this Arbitration Provision. Any arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules.

(g) Jury Trial Waiver: IF YOU OR ENFIN CORP ELECT TO ARBITRATE A CLAIM, YOU AND ENFIN CORP WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT BEFORE A JUDGE OR A JURY.

(h) Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. IF ARBITRATION IS ELECTED, NEITHER YOU NOR ENFIN CORP WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR ENFIN CORP WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section.

(i) Location and Costs: Any in-person hearing must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. The parties shall pay filing, administrative and arbitrator fees in accordance with the administrator's rules. However, if you notify EnFin Corp in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the administrator, and if your request is reasonable and in good faith, EnFin Corp will pay or reimburse you for all or part of your fees. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If EnFin Corp prevails in an individual arbitration that either you or EnFin Corp commenced, EnFin Corp will not seek to recover its fees or costs from you. However, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11.

(j) Law Applied. The arbitrator shall apply applicable substantive law consistent with the FAA and statutes of limitations and claims of privilege. The arbitrator may award all remedies that would apply in an individual court action, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim).

(k) Arbitration Award: At the timely request of either party, the arbitrator shall provide a written explanation for the award. The award shall be final and binding, except for any appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction. Any finding, award or judgment from the arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

(l) Survival and Conflict: This Arbitration Provision binds you and your heirs, successors and assigns, and EnFin Corp and its successors and assigns. This Arbitration Provision shall survive (1) the payment of amounts owed under this Agreement; (2) any sale, assignment or transfer of this Agreement; (3) any bankruptcy if consistent with applicable bankruptcy law; (4) any default or breach; (5) any termination or cancellation of this Agreement; and (6) work performed or services provided under this Agreement. If this Arbitration Provision conflicts with the applicable arbitration rules or the other terms of this Agreement, this Arbitration Provision shall govern.

(m) Severability: If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

**Section 20. Waiver**

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this PPA.

Section 21. Notices

All notices under this PPA shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

Section 22. Contacting You and Telephone Call Recordings

You agree that we, and our agents, service providers (collectively, the "Communicating Parties") may communicate with you using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to payments, information about the System, other matters relating to this Agreement or any other agreement with us, and your relationship with us more generally. You agree that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to the Communicating Parties. You also agree that the Communicating Parties may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to the Communicating Parties. You understand and agree that the Communicating Parties may always communicate with you in any manner permissible by law that does not require your prior consent. You understand that anyone with access to your telephone or your email account may listen to or read these communications, including text messages and voicemail messages. You agree that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications.

You agree to notify us immediately if any information you have provided to us changes, such as if you change telephone numbers, email addresses or are no longer the subscriber or usual user of a telephone number that you have given to the Communicating Parties. You agree that the Communicating Parties may monitor and record your telephone calls and other communications with the Communicating Parties.

To revoke your consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you may contact us at the contact information listed at the top of this Agreement. To stop receiving text messages made with an automatic telephone dialing system, you may also reply "STOP" to any text message the Communicating Parties have sent to you. To stop receiving marketing emails, you must follow the opt-out instructions provided at the bottom of any such email.

Section 23. Optimization services

- (i) Authorization for Optimization Services. EnFin Corp or its designees may in the future include optimization services. Depending on where you live and the System, you may qualify to participate in one or more programs, including government technology rebates, performance incentives, or utility demand response programs or other bill management opportunities. In each of these future programs, if feasible, a portion of the energy stored in your battery may be sent back to your local electric grid to improve its efficiency and/or reliability.
- (ii) EnFin Corp or its designees may enroll the System in one or more programs if and when it becomes eligible to do so in your location. EnFin Corp will fully control and optimize the System's activities to generate incremental savings and value. This will not affect our obligations in this Agreement. Participation in these optimization services will remain in effect through the Term of this Agreement unless you opt out, which you can do by contacting EnFin Corp using the information provided in this Agreement.
- (iii) Enrollment Process. Before we enroll or un-enroll the System, EnFin Corp or its designees will notify you of 1) how your System might be affected, 2) how you can opt out 3) the expected duration of your participation, 4) the program partners, and 5) any additional authorizations or approvals that may be required.

Section 24. Entire Agreement; Changes.



This PPA contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

Section 25. PUBLICITY

EnFin Corp will not publicly use or display any images of the System if you give us a written request not to use or display those images. Otherwise, you give EnFin Corp permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

Section 26. RIGHT TO CANCEL

YOU HAVE THE RIGHT TO CANCEL AS OUTLINED IN THIS AGREEMENT AND ITS ATTACHMENTS.

Section 27. Notice to consumer - California contractors state license board (CSLB)**Information about the Contractors State License Board (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's internet website at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.



Seven-Day Right to Cancel

You, the buyer, have the right to cancel this contract within seven (7) business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

<p>Homeowner(s) Initials:</p>	<p><small>Initial</small> JK</p>	<p>BY INITIALING, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE AND YOUR RIGHT OF CANCELLATION.</p>
-----------------------------------	--------------------------------------	--



SIGNATURE PAGE AND CUSTOMER NOTICES

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started

You have the right to require us to have a performance and payment bond.

You must review and sign the California Solar Consumer Protection Guide located at www.cpuc.ca.gov/solarguide.

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

Homeowner's Name: Jeffrey Humason

Signed by: 
6405EA7BFF9F424...

Printed Name: Jeffrey Humason

Date: 11/8/2024

Co-Owner's Name (if any):

Signature: _____

Printed Name: _____

Date:



Solar Power Purchase Agreement

Signature: 

Printed Name: Alexander Samuel Kaplan

Date: 11/8/2024



EXHIBIT A (EnFin Corp COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Solar Power Purchase Agreement.

You may CANCEL this transaction, without any penalty or obligation, within SEVEN BUSINESS DAYS..

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 TEN BUSINESS DAYS following receipt by the seller (Enfin Corp) 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 (Enfin Corp) 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 (Enfin Corp) regarding the return shipment of the goods at the seller's (Enfin Corp's) expense and risk.

If you do make the goods available to the seller (Enfin Corp) and the seller (Enfin Corp) 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 (Enfin Corp), or if you agree to return the goods to the seller (Enfin Corp) and fail to do so, then you remain liable for performance of all obligations under the contract. If you fail to make the goods available to the seller (Enfin Corp), or if you agree to return the goods to the seller (Enfin Corp) 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 Enfin Corp, 300 Spectrum Center Drive Suite 500, Irvine, CA 92618 NOT LATER THAN MIDNIGHT of the date that is SEVEN BUSINESS DAYS from the date you signed the Solar Power Purchase Agreement.

I, [_____], HEREBY CANCEL THIS TRANSACTION on _____.

Homeowner's Name:

Co-Owner's Name (if any):

Signature:

Signature:



EXHIBIT A (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Solar Power Purchase Agreement.

You may CANCEL this transaction, without any penalty or obligation, within SEVEN BUSINESS DAYS.

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 TEN BUSINESS DAYS following receipt by the seller (Enfin Corp) 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 (Enfin Corp) 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 (Enfin Corp) regarding the return shipment of the goods at the seller's (Enfin Corp's) expense and risk.

If you do make the goods available to the seller (Enfin Corp) and the seller (Enfin Corp) 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 (Enfin Corp), or if you agree to return the goods to the seller (Enfin Corp) and fail to do so, then you remain liable for performance of all obligations under the contract. If you fail to make the goods available to the seller (Enfin Corp), or if you agree to return the goods to the seller (Enfin Corp) 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 Enfin Corp, 300 Spectrum Center Drive Suite 500, Irvine, CA 92618 NOT LATER THAN MIDNIGHT of the date that is SEVEN BUSINESS DAYS from the date you signed the Solar Power Purchase Agreement.

I, [_____], HEREBY CANCEL THIS TRANSACTION on _____.

Homeowner's Name:

Co-Owner's Name (if any):

Signature:

Signature:



EXHIBIT B

Performance Guarantee

Homeowner's Name:

Jeffrey Humason

Address:

1022 Poppy Street, Chico, CA 95928

Installation Location:

1022 Poppy Street, Chico, CA, 95928

This Exhibit B sets forth the terms and conditions of a performance guarantee (the "**Performance Guarantee**") that is part of the Limited Warranty provided by EnFin Corp in connection with the Agreement. This Performance Guarantee is effective through the Initial Term of the Agreement.

1. Warranty. EnFin Corp guarantees that during the Initial Term of the Agreement the System will generate at least 90% of the expected annual production after a 0.55 percent annual degradation factor has been applied (the "**Methodology**"). Using the Methodology, the calculation of the guaranteed kilowatt-hours (kWh) ("**Guaranteed kWh**") of energy is set forth [below]:

- a) Guaranteed kWh:

True-Up Term (years)	Guaranteed Production (kwh/year)	Refund Rate (per kWh)
Year 1-2	12614	0.24
Year 3	6255	0.25
Year 4	6220	0.26
Year 5	6185	0.27
Year 6	6150	0.28
Year 7	6116	0.29
Year 8	6081	0.30
Year 9	6046	0.31



Solar Power Purchase Agreement

Year 10	6011	0.32
Year 11	5976	0.33
Year 12	5942	0.34
Year 13	5907	0.36
Year 14	5872	0.37
Year 15	5837	0.38
Year 16	5803	0.39
Year 17	5768	0.41
Year 18	5733	0.42
Year 19	5698	0.44
Year 20	5663	0.45
Year 21	5629	0.47
Year 22	5594	0.48
Year 23	5559	0.50
Year 24	5524	0.52
Year 25	5489	0.54



Solar Power Purchase Agreement

b) True-Up Term and Refunds: if at the end of each twelve (12) month anniversary (except for the first such anniversary, which is explained below) of the Commercial Operation Date (each, a "True-up Term") the Actual kWh (defined below) generated by the System is less than the Guaranteed kWh identified in the table above, then EnFin Corp will issue you refund. EnFin Corp will calculate this refund by subtracting the Actual Output for that True-Up Term from the Guaranteed Output for that True-Up Term (as identified in the table above), and multiplying the result by the Refund Rate per kWh (as identified in the table above). The amount resulting from this calculation is called the "Refund Amount." [For the first two years of the Initial Term (year 1 and 2), the True-Up Term will be 24 months. EnFin Corp will pay you the Refund Amount within ninety (90) days after the end of the applicable True-Up Term.

"Actual kWh" means the electricity produced by the System in kWh as measured and recorded by EnFin Corp during each True-Up Term plus any kWh for which you previously received a refund. EnFin Corp will measure the Actual kWh [using a monitoring device] or, if a monitoring device is unavailable, estimate the Actual kWh by reasonable means.

c) Overproduction. If at the end of a True-up Term the Actual kWh is greater than the Guaranteed kWh during any True-Up Term, the extra kWh produced will be yours at no additional cost/this surplus will be carried over and will be used to offset any deficits that may occur in a subsequent True-Up Term.

Homeowner's Name: Jeffrey Humason

Co-Owner's Name (if any):

Signed by:
Signature: Jeffrey Humason
6405EA7BFF9F424...

Signature:

Date: 11/8/2024

Date:

**EXHIBIT C****Qcells Grid Service (Virtual Power Plant) Program (California):
Customer Participation Agreement**

Thank you for your interest in Hanwha Q CELLS America Inc.'s (together with its affiliates, "Qcells," "we" or "us") Grid Service Program (the "Program"). By participating in this Program, you can help reduce stress on and stabilize your local power grid during times of high energy demand in your area by powering your home with energy stored in your qualified battery system of the type specified in Section 1.a. below ("System") instead of from the grid. The Program is open to all Southern California Edison ("SCE"), San Diego Gas & Electric ("SDG&E") and Pacific Gas & Electric Company ("PG&E" and collectively with SCE and SDG&E, each a "Utility" and together the "Utilities") residential customers who have one or more Systems that Qcells (or its designated partners) can remotely control during demand response events (each, a "DR Event"). Participation is subject to your agreement to be bound by these terms and conditions (the "Terms") with Qcells and, with respect to the Terms set forth in Sections 7(a) and 14 below, its partner, Leapfrog Power, Inc. ("Leap").

By clicking "Accept Enrollment", you ("Participant") acknowledge that you have read these Terms and agree to be legally bound by them.

1. **Eligibility.** Qcells in its sole discretion shall determine Participant's eligibility to participate in the Program. Eligibility requirements include:
 - a. Participant must own a qualified battery system, including Q.HOME CORE and potentially other battery systems in the future. Participant's System must be installed and connected with a web-based remote monitoring system during the Program Term (as defined in Section 4 below).
 - b. Participant must be located in a Utility's service territory.
 - c. Participant must receive electric service on a residential rate schedule.
 - d. Participant has a Utility-approved electric smart meter.
 - e. Participant is not simultaneously enrolled in another demand response program offered by a Utility, third-party demand response provider or community choice aggregator ("CCA"). If Participant is enrolled in a competing program, Participant shall first unenroll from such program and then enroll exclusively in the Qcells Grid Service Program.
 - f. Participant must not have previously enrolled in the Qcells Grid Service Program (including through a different marketing and/or installer channel).
 - g. Participant must be 18 years or older.
 - h. Participant must grant Leap authorization to access Participant's Utility data by registering through the Leap webpage link that has been separately provided to Participant by Qcells.



Solar Power Purchase Agreement

2. **Authority.** Participant may not participate in the Program unless Participant has the authority to control the System and is the “Customer of Record” for the Utility account associated with the address at which the System is installed. By accepting these Terms, Participant represents that Participant has authority to control the System and is the Customer of Record in that manner, and that Qcells can rely on those confirmations in connection with the Program.
3. **Participant System Control Requirements.** By accepting these Terms, Participant grants Qcells remote access to control the System to automatically charge and/or discharge the System during a DR Event. Other than Participant’s own operation of the System, Qcells will have exclusive access to the System. Participant will have the ability to set a minimum level of charge as a backup reserve (“Backup Reserve”). Qcells will not draw Participant’s System’s state of charge (SOC) below Participant’s designated Backup Reserve and will not discharge Participant’s System when the state of charge is below the Backup Reserve. Except for honoring Participant’s Backup Reserve, Qcells may charge or discharge the Participant’s System at any time and to any level.
4. **Program Term.** The “Program Term” begins upon the Participant’s execution of this Agreement and successful enrollment of the System into the Program (the “Enrollment Date”) and shall continue for one (1) year from the Enrollment Date (the “Initial Program Year”). The Program Term shall automatically renew for successive one-year terms (each, an “Additional Program Year” and, together with the Initial Program Year, each, a “Program Year”).
5. **DR Events.** DR Events will be triggered at the discretion of Qcells and without notice to the Participant. DR Events may be triggered the day before, or an hour in advance, and the DR Event hours can be between 4 PM and 9 PM. Each event is 1 or 2 hours. The normal frequency is 1-5 times per month in May-Oct, with no more than 35 times per year.
6. **Compensation.** As consideration for the Participant’s participation in the Program, Qcells will compensate the Participant as follows:
 - a. Within 30 days after the Enrollment Date, as appreciation of your support of the Program and commitment to grid stability, Qcells will send to Participant (via the e-mail address provided by Participant during the enrollment process) an electronic prepaid Visa Reward Card (a “Program Gift Card”) in the amount of \$100.00 for enrolling a System. Participant shall be solely responsible for reviewing and complying with the Visa Inc. cardholder agreement and all terms and conditions of use (including expiry terms) that are applicable to the Program Gift Card. Users will forfeit any unused funds after the expiration term stated for the Program Gift Card.
 - b. Qcells may receive compensation as a result of your participation in the Program including, but not limited to load shifting, capacity, voltage management, or any other use of the System energy within the parameters described in Section 3 above. In exchange for Qcells’ ability to control the System and receive compensation as a result of your participation in the Program, you will receive the above-stated Program Gift Card(s) and hereby waive any and all claims to further compensation from Qcells or any third party.
 - c. ALL REWARDS ARE PROVIDED “AS-IS.” NEITHER QCELLS NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPANT’S USE OR MISUSE OF ANY PROGRAM GIFT CARD.



Solar Power Purchase Agreement

7. **Participant System Data and Other Information.** Participation in the Program involves Qcells having access to certain Participant personal identifiable information and energy use data, including but not limited to, Participant's name, address, energy usage, utility account number, System information, data generated from the Program and other personal information, collectively referred to as "Data". Participant agrees that Qcells and its employees and representatives, as well as its Program partner, Leap (Leapfrog Power, Inc.), may collect, use, store, and disclose the Data in accordance with Qcells' privacy policy located on our website at <https://us.qcells.com/privacy-policy/> (which privacy policy terms shall be considered part of this Agreement). Participant further authorizes Qcells to provide any Data to the California Public Utilities Commission upon its request or as otherwise required by law.
- a. *Participant also acknowledges and agrees that Leapfrog Power, Inc. will process any data provided or made available to Leapfrog Power, Inc. by or on behalf of Participant as set forth in Leapfrog Power, Inc.'s [Usage Data Authorization Terms](#).*
8. **CONTACTING YOU; CALL RECORDING.** Participant agrees that Qcells, and its employees and representatives, as well as its Program partner, Leap, and other service providers (collectively, the "Communicating Parties"), may communicate with Participant using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to the Program and this Agreement. You agree that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to the Communicating Parties. You also agree that the Communicating Parties may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to the Communicating Parties. You understand and agree that the Communicating Parties may always communicate with you in any manner permissible by law that does not require your prior consent. You understand that anyone with access to your telephone or your email account may listen to or read these communications, including text messages and voicemail messages. **You agree that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications.**
- b. **You agree to notify us immediately if any information you have provided to us changes, such as if you change telephone numbers, email addresses or are no longer the subscriber or usual user of a telephone number that you have given to the Communicating Parties. You agree that the Communicating Parties may monitor and record your telephone calls and other communications with the Communicating Parties.**
- c. **To revoke your consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you may write to us at grid-service-CA@qcells.com or Hanwha Q CELLS America Inc., 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, Attention: Energy Service Development. To stop receiving marketing emails, you may contact us as set forth above or follow the opt-out instructions provided at the bottom of any such email (if applicable).**
9. **No Warranty; Disclaimer.** Qcells expressly disclaims all warranties of any kind relating to the Program, whether express, implied or statutory including but not limited to any implied warranties for conditions, merchantability, fitness for a particular purpose, title, non-infringement or misappropriation of intellectual property rights.
10. **Indemnification; Limitation of Liability.** In no event will Qcells indemnify you for any loss or injury to you or your property caused by this Agreement or the Program. In no event will Qcells be liable for any direct, indirect,



Solar Power Purchase Agreement

incidental, special or consequential damages arising in connection with the Program, including but not limited to reduced charging of the System during a power outage that causes a loss of power, or any other loss of power for whatever reason. If Participant is dissatisfied with the Program, any of the terms of this Agreement, or believes Qcells has breached this Agreement in any way, Participant's sole and exclusive remedy is to discontinue participation in the Program by terminating this Agreement in accordance with Section 11 below.

11. **Termination By Qcells:** Qcells has the sole discretion to terminate a Participant's participation in the Program at any time without cause by providing Participant written notice of termination.

12. **General.**

- a. *Entire Agreement.* These Terms are the entire agreement between Qcells, Leap (with respect to the terms in Sections 7(a) and 14) and Participant concerning the Program's eligibility and participation requirements.
- b. *No Assignment.* These Terms may not be assigned by Participant without Qcells' prior written consent.
- c. *Severability and Waiver.* If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect.
- d. *Survival.* Termination of Participant's enrollment in the Program will not affect the obligations and rights under these Terms which are intended to survive such termination.
- e. *CPUC Jurisdiction.* These terms shall be subject to all legal and regulatory requirements applicable to the Program (including, without limitation, any decisions, orders or rules of the CPUC).
- f. *Governing Law.* Except as set forth in the Arbitration Provision below, these Terms are governed by the laws of the State of California.
- g. *Amendments.* These Terms may be changed by Qcells unilaterally and in its sole discretion from time to time by posting the amended Terms on the Program webpage and by providing notification of the amended Terms to Participant by email. The amended Terms will be effective on the date specified in the respective posting.

13. **Arbitration Requirement and Class Action Waiver.**

PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. YOU, THE BUYER, CAN OPT OUT OF THE ARBITRATION PROVISION AS DESCRIBED IN SUBPART "b" BELOW.

- a. **General:** This Arbitration Provision describes when and how a Claim (defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of a neutral person (the "Arbitrator") instead of in court in front of a judge and/or jury. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), not by any state arbitration law. Solely for purposes of this Arbitration Provision, "Qcells" means (1) Hanwha Q CELLS America Inc., each of its subsidiaries, affiliates, successors, subcontractors and assigns, and any of their employees, officers, directors and agents; and (2) any other third party that you name along with Qcells as defendants in a single proceeding.
- b. **Opting-Out:** If you do not want this Arbitration Provision to apply, you must send to us a written notice which specifies your name and address, identifies this Agreement, and states that you opt out of the



Solar Power Purchase Agreement

Arbitration Provision. The notice must be signed by you and sent by mail (not electronically) to Hanwha Q CELLS America Inc., Attn: ARBITRATION, 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618. The notice must be postmarked within thirty (30) days after your execution of this Agreement. Opting out will not have any other effect on this Agreement. If you don't opt out, the Arbitration Provision will be effective as of the date of your execution of this Agreement.

- c. **Disputes Subject to Arbitration:** You or Qcells may elect to have Claims arbitrated rather than resolved in court. "Claim" means any past, present or future claim, dispute or controversy between you and Qcells that arises from or relates to this Agreement. "Claim" broadly includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) disputes about (a) information you gave Qcells or facts that occurred before the date of your execution of this Agreement, (b) products or services provided or work performed by Qcells, (c) communications, solicitations or disclosures concerning this Agreement, and (d) financing, payments or the collection of monies owed and the manner of collection; and (5) disputes arising from the relationship(s) between you and Qcells resulting from any of the foregoing.
- d. **Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) Either you or Qcells may bring an action in small claims court (or an equivalent court), but if the dispute is transferred, removed, or appealed to a different court, you or Qcells may elect to compel arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide. Also, you or Qcells may (1) exercise any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
- e. **Starting or Electing Arbitration:** You or Qcells may (a) start an arbitration by filing a demand with the arbitration administrator pursuant to its rules, or (b) require arbitration of a Claim filed in court by filing a motion to compel arbitration. Even if you and Qcells have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
- f. **Choosing the Administrator:** The party commencing the arbitration may select either the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org, or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com, to administer the arbitration under their consumer rules. If AAA and JAMS cannot serve, and the parties cannot agree on an alternative, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision. Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the



Solar Power Purchase Agreement

Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules.

- g. **Jury Trial Waiver:** IF YOU OR QCELLS ELECT TO ARBITRATE A CLAIM, YOU AND QCELLS WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT BEFORE A JUDGE OR A JURY.
- h. **Class Action Waiver:** ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. IF ARBITRATION IS ELECTED, NEITHER YOU NOR QCELLS WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR QCELLS WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this Section.
- i. **Location and Costs:** Any in-person hearing must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. The parties shall pay filing, administrative and Arbitrator fees in accordance with the administrator's rules. However, if you notify Qcells in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the administrator, and if your request is reasonable and in good faith, Qcells will pay or reimburse you for all or part of your fees. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If Qcells prevails in an individual arbitration that either you or Qcells commenced, Qcells will not seek to recover its fees or costs from you. However, if the Arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11.
- j. **Law Applied.** The Arbitrator shall apply applicable substantive law consistent with the FAA and statutes of limitations and claims of privilege. The Arbitrator may award all remedies that would apply in an individual court action, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim).
- k. **Arbitration Award:** At the timely request of either party, the Arbitrator shall provide a written explanation for the award. The award shall be final and binding, except for any appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction. Any finding, award or judgment from the arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.
- l. **Survival and Conflict:** This Arbitration Provision binds you and your heirs, successors and assigns, and Qcells and its successors and assigns. This Arbitration Provision shall survive (1) the payment of amounts owed under this Agreement; (2) any sale, assignment or transfer of the Program or this Agreement by Qcells; (3) any bankruptcy if consistent with applicable bankruptcy law; (4) any default or breach; (5) termination or expiration of this Agreement or the Program and/or Participant's withdrawal from the Program; and (6)



Solar Power Purchase Agreement

work performed or services provided under this Agreement. If this Arbitration Provision conflicts with the applicable arbitration rules or the other provisions of this Agreement, this Arbitration Provision shall govern.

- m. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

14. **LEAP END CUSTOMER DATA AUTHORIZATION TERMS (“LEAP AUTHORIZATION TERMS”).** These Leap Authorization Terms allow you or the entity you represent to exercise your right to disclose your Energy Usage Information (as defined below) and certain Personal information (as defined below) that has been provided to Qcells to Leap for the purpose of providing grid services to you directly or through an authorized partner (i.e., through participation in the Qcells Grid Service Program). These Leap Authorization Terms are a binding legal agreement between you and Leap. Please read these Leap Authorization Terms carefully. By connecting and authorizing your applicable utility account and enrolling in the Program, you acknowledge that you have read, understood, agree with and accept these Leap Authorization Terms.

- a. **Demand Response Provider Authorization.** You authorize Leap to act as your grid services provider, or to act as your agent to authorize a demand response provider or similar on your behalf, and perform or authorize demand response activities and related ancillary services for the purpose of providing flexibility to the electric grid, including reducing or increasing energy demand in response to a signal or pricing mechanism.
- b. **Prohibited Resources.** You must not use any distributed generation technology using diesel, natural gas, gasoline, propane, or liquefied petroleum gas (collectively, “Prohibited Resources”) to reduce load during any demand response activity or event. You acknowledge and assent that you do not have any Prohibited Resources on-site at your residence and will not use any Prohibited Resources in the event you introduce or bring Prohibited Resources on-site in the future. If you introduce or bring Prohibited Resources on-site at your residence, Leap reserves the right to disconnect your Leap account and access to any demand services provided by Leap or a demand response provider authorized in accordance with these Leap Authorization Terms. If you are a non-residential customer (either an individual or entity), you must complete and sign a [customer attestation form](#).
- c. **End Customer Data Collection and Use.**
 - 1. You authorize Leap to collect any usage or consumption data obtained through your utility’s metering infrastructure, which includes energy meters and related systems, (“Energy Usage Data”), which may be associated with any information that can reasonably be used to identify you, your family, household residence, or non-residential customer, such as your first and last name, address, email address and account information (“Personal Information”) and other non-personal information, such as rate schedules, from the applicable utility for the purposes listed in Section 14(c)(3) below. Energy Usage Data and Personal Information are collectively referred to as “End Customer Data.”



Solar Power Purchase Agreement

2. You authorize Leap to act as your agent to automatically revoke the transmission of End Customer Data from your utility to Leap on your behalf upon your disenrollment from the demand response service or program.
 3. Leap will use End Customer Data for a variety of purposes including the following:
 - i. to provide demand response, generation, and/or grid services;
 - ii. to build data models to administer and improve demand response, generation and grid services;
 - iii. to send information including confirmations, alerts and support and administrative messages;
 - iv. to respond to and resolve invoicing or billing disputes; and
 - v. to communicate with you through email or any other medium that you have authorized to provide you with information, updates and marketing about Leap and our services.
 4. Leap may aggregate your Energy Usage Data with that of other end customers in various formats so your Energy Usage Data becomes anonymous and cannot personally identify you. Leap uses this information for various analysis, reporting and program management purposes. This aggregated information is not considered Energy Usage Data or Personal Information and may be shared with third parties Leap does business with.
- d. **Sharing Your End Customer Data.** Leap will not rent, sell or share your End Customer Data with other people or non-affiliated third parties, except with your consent or as necessary to provide grid services as authorized by you in these Leap Authorization Terms. Leap may provide limited access to some of your End Customer Data to the following types of third parties:
1. **Authorized Partners for Demand Services Programs.** Leap is engaged by and collaborates closely with various utilities, demand response services aggregators, and other partners to provide demand response services to end customers.
 2. **Service Providers.** Leap works with a wide range of third party providers, notably database administrators, cloud computing services, advertising services, data analysts, application service providers, connected home service and device providers, and other non-governmental organizations. Leap does not authorize these service providers to use or disclose your End Customer Data, except in connection with providing their services or for the purpose of assisting Leap to provide services to you.



Last Updated: June 6, 2024

PRIVACY POLICY

EnFin (“EnFin,” “we,” “our,” or “us”) values the privacy of your information. This Privacy Policy describes how we collect, use, and safeguard the information you provide to us in using our website (“Site”) and our services. Please note our Privacy Policy may be updated from time to time without notification sent out to you. By using this website, you consent to our Privacy Policy.

This website is not intended for children under 13 years of age. We do not knowingly solicit or disclose personal information from children under 13 years of age and are therefore in compliance with the requirements of COPPA (Children’s Online Privacy Protection Act).

INFORMATION COLLECTION

What We Collect from You

Depending on the product or service you have with us, we may collect the following information from you:

- name
- email address
- home address and telephone number
- date of birth
- social security number
- driver’s license, passport number, or government issued ID
- income information
- credit report, credit score and credit related information
- recorded telephone conversations with our customer service agents
- bank account information for ACH set up
- utility company
- electricity billing service account or agreement number

How We Use Your Information

We use your information to provide services and products that you request. Additionally, your contact and other identifying information may be used as follows:

- To process your account registration and application
- To assess your credit eligibility
- To protect against fraud and security threats
- To verify and authenticate your identity
- To notify you of other services that may be of interest
- To satisfy legal or regulatory requirements or law enforcement requests; and as permitted by applicable law
- To enroll your system into optimization services and/or incentive programs, including government technology rebates, performance incentives, utility demand response programs, or other bill management opportunities



Sharing Your Information

We may share your collected information with affiliates and third parties in the following ways:

- To service providers we have established a business-relationship with who may perform website related services such as maintenance, back-up, data storage, advertisements, and more. Our service providers must maintain confidentiality of your personal information under obligation of their agreement with EnFin.
- To the extent that we are required to do so by law, we cooperate with government, law enforcement officials, and private parties to enforce the law.
- To establish, exercise, or defend our legal rights.
- To our Affiliates (Businesses controlling, controlled by, or under common control with EnFin) for sharing information about your transactions and experiences.
- To demand response providers, utilities and other entities and other entities with whom we collaborate on demand response and incentive programs.

Protecting Your Data

We have implemented physical, electronic, and procedural safeguards that comply with federal standards to maintain confidentiality and integrity of the Personally Identifiable Information in our possession, and to guard against unauthorized access.

Our policy is to permit employees (employed by EnFin) to access your personal information only if they have a business reason for using such information. Our policy governs the conduct of all our employees and third-party vendors, to safeguard personal information about consumers, and customers we serve or have served in the past.

While we strive to protect your Personally Identifiable Information, we cannot guarantee absolute security over data transmitted over the internet.

An important part of protecting your information includes steps you should take to protect yourself when using computers to access online services and store information.

WEBSITE AND TRACKING TECHNOLOGIES

Cookies

We use Cookies and other tracking technologies for various purposes such as fraud prevention, monitoring web sessions, tracking advertisement effectiveness, and more. "Cookies" are small files of information stored by your web browser software.

Cookies can be blocked by changing your Internet browser settings to refuse Cookies. If you choose to block all essential Cookies, you may not be able to access all or parts of the Site

"Do Not Track" Signals

California law requires we disclose how our Site responds to a "Do Not Track" signal. However, because there is not yet a common understanding of how to interpret Do Not Track signals, we do not currently respond to Do Not Track signals.

**Links to Outside Sources**

Our Site may contain links to other websites not owned or maintained by us. This Privacy Policy is only applicable to EnFin and its Site. We take no responsibility for other websites.

Online Privacy Notice Only

This Privacy Notice applies only to that information that we collect through this Site and not to any information that may be collected offline or through other means.

FOR CALIFORNIA RESIDENTS**California Consumer Privacy Act**

The California Consumer Privacy Act ("CCPA") states that California residents have specific disclosures of their privacy rights regarding their information. This section describes those rights and how you can exercise them with EnFin. Certain information we collect and use is not subject to the CCPA. Information that you provide to us or that we otherwise collect when you obtain a financial product, as well as information we obtain from or provide to credit reporting agencies, is excluded from the CCPA Rights and this section does not apply to that information.

Right to Know and Right to Delete

You can request what personal information we have collected, used, and disclosed in the preceding 12 months. You have the right to request the following:

- The specific pieces of personal information we have collected about you.
- The categories of personal information we have collected about you.
- The categories of sources from which the personal information was collected.
- The business or commercial purpose for collecting the personal information.
- The categories of third parties with whom we shared personal information

You can also request that we delete your personal information. However, there may be an exemption to your request if your personal information is required to complete transactions, detect security incidents, comply with legal obligations, or to make internal decisions in a lawful manner that is compatible with the context in which you provided the information.

Sale of Personal Information

The CCPA defines "sell" to mean selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a California resident's Personal Information to another business or a third party for monetary or other valuable consideration. EnFin does not sell personal information as defined by CCPA.

Non-Discrimination

We will not discriminate against you for exercising any of your California privacy rights and we will not deny you goods or services, charge you a different price, or provide you with a lesser quality of goods or services if you exercise any of those rights.

PRIVACY NOTICE

EnFin's Privacy Notice on sharing personal information can be viewed visiting www.enfin.com/privacy-policy.



Solar Power Purchase Agreement

HOW TO EXERCISE YOUR RIGHTS

Please e-mail us at support@EnFin.com and clearly state your request. Include your name, mailing address, e-mail address and phone number.

We will determine if your request is subject to an exception and notify you. If your request is not subject to an exception, then we will then need to verify your identity to comply with your request. If you submit your request through an authorized agent acting on your behalf, we will require a signed permission or power of attorney.



Solar Power Purchase Agreement

This system offset is 123.28% I attest that the information provided for my historical and/or future energy needs to be accurate when sizing my solar system and I understand that if my energy needs don't increase as expected, I will be paying for power that I'm not using. EnFin has no obligation to do any independent investigation of the accuracy or validity of these representations, and shall bear no responsibility or liability if my energy needs don't increase as expected, except as provided in the Agreement.

Homeowner's Name: Jeffrey Humason

Co-Homeowner's Name (if any):

Signed by:
Signature: Jeffrey Humason
6405EA7BFF9F424...

Signature: _____

Certificate Of Completion

Envelope Id: 2D1C8BFEB044B5C96CA75B4FD41E640	Status: Completed
Subject: Sign Your EnFin Solar Power Purchase Agreement	
Source Envelope:	
Document Pages: 67	Signatures: 6
Certificate Pages: 5	Initials: 6
AutoNav: Enabled	Envelope Originator: EnFin Corp. noreply@enfin.com
Envelope Stamping: Enabled	IP Address: 155.226.144.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

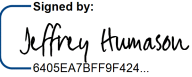
Record Tracking

Status: Original 11/8/2024 9:58:12 AM	Holder: EnFin Corp. noreply@enfin.com	Location: DocuSign
--	--	--------------------

Signer Events

Jeffrey Humason
humason@gmail.com
Security Level:
.Email
11/11/2024 12:17:35 PM

Signature

Signed by:

6405EA7BF9F424...
Signature Adoption: Pre-selected Style
Using IP Address: 76.137.223.49

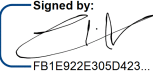
Timestamp

Sent: 11/8/2024 9:58:15 AM
Viewed: 11/11/2024 10:17:48 AM
Signed: 11/11/2024 12:29:44 PM

Electronic Record and Signature Disclosure:

Accepted: 11/11/2024 10:17:48 AM
ID: 1aff4eccd-67b1-45b9-9cfd-f0365d9b2118

Viruk Tungpagasit
viruktungpagasit@solarpros.io
Security Level:
.Email
11/11/2024 12:33:25 PM

Signed by:

FB1E922E305D423...
Signature Adoption: Drawn on Device
Using IP Address: 73.66.59.199

Sent: 11/11/2024 12:29:50 PM
Viewed: 11/11/2024 12:33:30 PM
Signed: 11/11/2024 12:34:00 PM

Electronic Record and Signature Disclosure:

Accepted: 9/11/2024 6:39:16 PM
ID: 200c1926-1ed3-467a-ae27-b058152ff75a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/8/2024 9:58:15 AM
Certified Delivered	Security Checked	11/11/2024 12:33:30 PM
Signing Complete	Security Checked	11/11/2024 12:34:00 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	11/11/2024 12:34:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, EnFin TPO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact EnFin TPO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sunil.nair@enfin.com

To advise EnFin TPO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sunil.nair@enfin.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from EnFin TPO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sunil.nair@enfin.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with EnFin TPO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sunil.nair@enfin.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify EnFin TPO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by EnFin TPO during the course of your relationship with EnFin TPO.