



Transfer of Solar Agreement

<u>Name(s) of Current Homeowner:</u> Thomas and Sherl Sedgwick	<u>Solar Agreement Details:</u> Name/Title: American Solar Direct Date: 10/27/2022 Type: Lease
<u>Name(s) of Homebuyer(s):</u> Robert and Nichol DeLuca	Payment Method (Prepaid or Monthly): Monthly
<u>Property Address:</u> 23717 Shadylane Pl, Valencia, CA, 91354	Transfer Type (Monthly Payment Method Only): Homebuyer to assume Monthly Payments
<u>Solar Company Name and Address:</u> Spruce Power 3, LLC c/o Spruce Power 820 Gessner Rd, Ste 500 Houston, TX 77024 support@sprucepower.com	Anticipated Home Sale Closing Date: 11/04/2022
	Seller's Last Bill Date: 11/01/2022 for November's Production Buyer's First Bill Date: 12/01/2022 for December's Production
	Fixture Re-Filing Charge: \$500

This Transfer Agreement is not effective until signed by Current Homeowner, Homebuyer and Solar Company.

1. Introduction. This Transfer of Solar Agreement (this “**Transfer Agreement**” or this “Assignment”) is entered into as of the date of the last signature below (the “Effective Date”) by and among the Current Homeowner, the Homebuyer and the Solar Company, all identified above. Current Homeowner and Solar Company are parties to that certain solar agreement more particularly described above (the “Solar Agreement”). A true and correct copy of the Solar Agreement, including any modifications and previous assignments/transfers, is attached hereto as Exhibit A.

2. Definitions. Capitalized terms used in this Transfer Agreement but not otherwise defined shall have the meaning given in the Solar Agreement. “Home Sale Closing Date” shall mean the date that the sale, assignment or transfer of the Property from Current Homeowner to Homebuyer closes. “Billing Transfer Date” shall mean the date that responsibility for billing under the Solar Agreement transfers from Current Homeowner to the Homebuyer.

3. Solar Agreement Background. Under the Solar Agreement, Solar Company owns, operates and maintains a Solar System installed at the Installation Location identified above (the “Property”), which Property is currently owned by Current Homeowner. Current Homeowner either (a) purchases the power generated by such Solar System from Solar Company (if the Solar Agreement is a power purchase agreement) or (b) leases the Solar System from Solar Company (if the Solar Agreement is a lease). In conjunction with the proposed sale, assignment or other transfer of the Property by Current Homeowner to Homebuyer, (i) Current Homeowner wishes to assign his/her/their obligations under the Solar Agreement to Homebuyer, (ii) Homebuyer is willing to

accept such assignment, and (iii) Solar Company is willing to provide consent, all on the terms and conditions hereof.

4. Transfer, Assignment and Assumption. Effective as of the Transfer Date: (a) Current Homeowner hereby assigns to Homebuyer all of Current Homeowner's right, title, interests in and obligations under the Solar Agreement. (b) Homebuyer accepts and assumes all of the Current Homeowner's right, title and interests in the Solar Agreement and agrees to be bound by the terms and conditions of the Solar Agreement. (c) Solar Company consents to the assignment by Current Homeowner and the assumption by Homebuyer of the Solar Agreement. Solar Company's consent does not constitute a release or waiver of any of Current Homeowner's obligations that arose or accrued prior to the Closing Date.

5. Payments.

(a) This section applies only if the Homebuyer is assuming Monthly Payments (as reflected on Page 1). Current Homeowner and Homebuyer each acknowledge and agree that billing will transfer on the date indicated above as the "Billing Transfer Date," notwithstanding that the "Closing Date" (the date that sale or transfer of the Property from Current Homeowner to Homebuyer closes) occurs earlier. This occurs in order to allow Solar Company sufficient time to update its invoicing system and to complete delivery of the bill.

(b) This section applies only if a Prepayment is being made on or before the Closing Date (as indicated on page 1). This Transfer Agreement is subject to the Prepayment, in the amount indicated on page 1, being made to Solar Company. If the Closing Date does not occur on or before the deadline indicated, then the Prepayment amount is subject to change (as a Monthly Payment will be due from Current Homeowner in the intervening time). If the Prepayment is not made on or before the actual Closing Date, then this Transfer Agreement is void and of no effect and Current Homeowner remains responsible under the Solar Agreement (and may be in breach of his/her obligations thereunder).

6. Homebuyer Representations. Homebuyer represents and warrants that the information submitted to Solar Company, including on any application for credit, is true and accurate and contains no material misstatements or omissions; and that Homebuyer is purchasing or taking assignment of the Property in Homebuyer's name, or in the name of a trust of which Homebuyer is a trustee. Homebuyer further represents and warrants that Homebuyer has reviewed the Solar Agreement and understands and agrees to be bound by its terms and conditions.

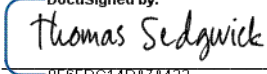
7. Termination and Re-filing of UCC Financing Statement etc. Upon this Transfer Agreement being fully executed, and, if applicable, the Prepayment being received by Solar Company, and receipt by Servicer of the Filings Termination Fee, Solar Company will terminate the fixture filing applicable to Current Homeowner, and re-file with respect to Homebuyer following the closing of the Home Sale. The Filings Termination Fee covers Solar Company's costs in terminating and re-filing the fixture filing and financing statement.

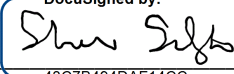
8. Contact Address for Notices. Addresses for written notice shall be as set forth on the signature page hereto.

9. Miscellaneous. This Assignment Agreement may be executed in several counterparts (including via facsimile or other electronic transmission), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State specified in the Solar Agreement without regard to its choice of law provisions. Each of the parties hereto covenants and agrees, at the reasonable request of the other party hereto and at its own expense, to execute and deliver such further documents and to perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment Agreement. Except as specifically modified herein, all terms, conditions and covenants of the Solar Power Agreement shall remain unchanged and shall continue to remain in full force and effect. No provision of this Assignment Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties.

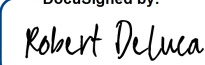
**Transfer of Solar Agreement (cont.)
Signatures and Contact Information**

Current Homeowner (Seller):

DocuSigned by:

Signature: _____
Print Name: Thomas Sedgwick
Date: 10/27/2022
Phone Number: 661-244-7688
Email: tesedg@gmail.com
Address for Notice after Closing Date:
927 S 800 West American Fork, UT 84003

DocuSigned by:

2nd Signature (if applicable): _____
Print Name: Sheri A. Sedgwick
Date: 10/27/2022
Phone Number: 661-309-5714
Email: sedgwickfamily@yahoo.com


New Homeowner (Homebuyer):

DocuSigned by:

Signature: _____
Print Name: Robert DeLuca
Date: 10/27/2022
Phone Number: 313-920-5923
Email: robert_nikki@yahoo.com
Address for written notice (If different to Property address listed on page 1):
37597 Newburgh Park Cir Livonia Mi 48152

DocuSigned by:

2nd Signature (if applicable): _____
Print Name: Nichol DeLuca
Date: 10/27/2022
Phone Number: 734-634-2284
Email: robert_nikki@yahoo.com

Solar Company:

DocuSigned by:

Signature of Authorized Representative: _____
Name and Title: Celeste Flores Authorized Signer
Date: 10/27/2022

(For Solar Company's contact information see page 1)



Solar System Lease from American Solar Direct Inc.

11766 Wilshire Blvd., Suite 500, Los Angeles, CA 90025
855-SOLAR-55 info@americansolardirect.com License 941069

Utility Service Area:
 SCE LADWP
 SDGE Other
 PGE

Customer and Homeowner Information

Title <input checked="" type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr. <input type="radio"/> Other:	Title <input type="radio"/> Mr. <input checked="" type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr. <input type="radio"/> Other:
Last Name <u>SEDGWICK</u>	Last Name <u>SEDGWICK</u>
Legal First Name <u>THOMAS</u>	Legal First Name <u>SHERI</u>
Legal Middle Name <u>EUGENE</u>	Legal Middle Name <u>ANN</u>
Date of Birth <u>05 04 68</u>	Date of Birth <u>08 08 68</u>
Cell Phone # <u>661 607 1559</u>	Cell Phone # <u>661 309 9714</u>
Email <u>SEDGWICK FAMILY@YAHOO.COM</u>	Email <u>SEDGWICK FAMILY@YAHOO.COM</u>

- There are more than 2 homeowners. Attach Schedule "A".
- The home is held in a trust. Attach Schedule "A" and Certificate of Trust.

Customer gives authorization to ASD to verify the above information and obtain a credit report for the purposes of determining eligibility for the ASD lease. Customer agrees cell numbers may be used for all purposes, including scheduling, billing, collections, maintenance, etc.

Installation Site and Customer Premises

Street Address 23717 SHADYLANE PLACE
 City ~~SANTA CLARITA~~ Valencia State CA Zip 91354 Residence Phone # 661 607 1559
 Are the Premises in an HOA? YES NO HOA Name ROSS NORTH PARK
 Management Group Name ROSS MORGAN Management Group Phone # 661 296 1064

Description of Goods to be Leased

Solar PV System Size (DC) 5.5 kW or greater consisting of:
 No. of Panels 22 Panel Model RENEOLA SC250M-24/B6 Estimated kWh Produced over Term 152,067
 No. of Inverters 1 2 Other Inverter Model SOLAREEDGE SE5000A-US 240V Estimated Price per kWh \$0.26
 Other Equipment Racking, Wiring Monitoring Device and/or Service

Amount Due at Lease Signing or Delivery	Monthly Payments	Total of Payments
Down Payment, due at signing (not refundable after the cancellation period) <u>\$1,000</u> <u>317.48</u> THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.	Term <u>20 years</u> Monthly Payment <u>\$ 158.74</u> There are <u>240</u> Monthly Payments in total. Your Monthly Payments of <u>\$ 158.74</u> are due on the 25th day of each month, commencing on the 25th day of the month after the Interconnection Date. The total of your Monthly Payments is <u>\$ 37,780.12</u>	(Monthly Payments plus Down Payment) The amount you will have paid by the end of the lease. <u>\$ 38,097.60</u>

Purchase Option at End of Lease Term

You have an option to purchase the ASD System at the end of the Lease Term for the greater of \$4,125.00 (Estimated Residual Value) or the fair market value at the time of purchase.

These are federally required segregated disclosures. Customer should refer to all terms and conditions for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and security interests.

Customer Acknowledgements

Customer assigns to ASD all utility rebates and will not revoke this assignment. Customer understands that the federal tax incentive belongs to ASD. Customer will not apply for any federal tax credit or incentive in connection with the ASD system. These amounts have been taken into account by ASD in its lease pricing. Customer is a U.S. person for tax purposes (U.S. citizen or not exempt from federal U.S. income tax). Customer will not use the ASD System to heat a swimming pool. **Customer understands the ASD System is not intended to cover all Customer's electricity usage and Customer remains responsible for all remaining electric bills from the utility. This home is owned by the signatories to this Agreement and no one else has a legal interest in it (e.g., there is no co-owner or trust involved in the ownership unless stated in this Agreement or on a Schedule "A" to this Agreement).** Customer agrees and understands that ASD will record a "Notice of an Independent Solar Energy Producer Contract" on title to the property as required under the Public Utilities Code, will file a UCC financing statement, and may contact the assessor's office to verify home ownership.

By signing below, Customer agrees to abide by this Agreement. This Agreement is made up of this page, terms and conditions, and two copies of the Notice of Cancellation. Customer also received a separate Limited Warranty. Customer agrees that any void check included with this Agreement will be used to enable ASD to withdraw the Monthly Payments from Customer's account.

Customer Signature Date 08 06 2013
 Customer Signature Shirley A. Sedgwick
 You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.
 ASD Signature Solar Consultant Name (Printed) SCOTT BAILEY Badge # 220340

Terms and Conditions

Customer and ASD acknowledge and agree as follows:

1. Definitions.

Agreement means the first page, these terms and conditions, required notices, and two copies of the Notice of Cancellation. Please keep your copy of this Agreement in a secure place.

ASD means American Solar Direct Inc.

ASD System means the solar panels, together with the racking and/or mounting, wiring, inverter(s), and related installed material and equipment, including any monitoring or other equipment, described in this Agreement or amendment hereto.

Cap means an amount equal to the sum of the Contract Price, the Estimated Residual Value, and the value of all Incentives.

Customer means the Customer or Customers whose name(s) appear(s) on the first page of this Agreement and any Schedule. Any trust in which the Premises are held is also bound by this Agreement.

Expiration Date means the date that is 20 years after the Interconnection Date, plus, if the Interconnection Date is not on the first day of a month, the number of days in the partial calendar month starting on the Interconnection Date.

Incentives means all local, state, and federal tax incentives, including, without limiting the generality of the foregoing, rebates, grants, credits, and accelerated depreciation.

Interconnection Date means the date the ASD System is fully installed and hooked up to the grid.

Monthly Payment means the amount set out on the front of this Agreement beside the heading "Monthly Payment".

Premises means the Customer premises referenced on the first page.

Roof means the roof or other support structure where the ASD System is/is intended to be installed (in the case of a ground-mounted system, Roof means the base area where the ground-mounted ASD System is/is intended to be installed).

2. Lease. ASD leases to Customer the ASD System, as will be installed by ASD at the Premises, for the uses permitted herein, and Customer leases the ASD System from ASD. This Agreement applies to and is binding on ASD's successors and assigns and Customer's successors, heirs, powers of attorney and estate. ASD's obligations are conditioned upon: ASD verification of Customer's credit and any handwritten insertions or deletions, including the accuracy of any numbers and calculations on the front page, ASD being able to obtain necessary permits, HOA approvals and utility interconnection, ASD confirmation of the condition and suitability of Customer's Roof after all inspections, and the applicability and availability of all Incentives. Except if due to Customer's breach of its obligations herein, if these conditions are not met or else waived by ASD, then the Agreement shall terminate without any liability by either party to the other and ASD shall return any Customer Down Payment (return of the Down Payment does not apply where Customer terminates this Agreement after the cancellation period). Upon ASD's inspection of Customer's Roof, Customer shall enter into a home improvement contract with ASD for the installation of the ASD System. The cost of such installation is included in the amounts set forth on the first page. In the event that the ASD System cannot be installed for any reason other than (i) ASD's negligence; (ii) Customer's breach of its obligations herein; or (iii) a termination by Customer after the cancellation period, this Agreement shall be deemed terminated with no costs or damages to either party. Customer is solely responsible for timely rectifying (by obtaining permitting for, removing, and/or modifying, as required) any unpermitted structure or other existing condition on the Premises that hinders ASD from obtaining utility interconnection. Customer shall be liable to ASD for damages if such structure/condition delays interconnection more than two months.

3. Rebates and Incentives. Customer agrees to become a net metered customer with the local utility, to apply for any rebates applicable to the ASD System, to comply with the obligations of utility rebate programs, and to assign (and transfer) such rebates to ASD. Customer acknowledges having been advised of how to access information about the utility rebate program and Customer understands and agrees to abide by Customer's utility rebate program obligations. Customer agrees that all Incentives, including the federal tax incentives, belong solely to ASD or its assigns.

4. Ownership. ASD owns the ASD System including all subsequent additions to it or replacements of it. The ASD System is the personal property of ASD and Customer may not deem, nor take action to make, the ASD System a fixture of Customer's premises. Customer shall only use the ASD System to generate electricity for Customer's use (but not for pool heating). Excess production may be fed into the grid. Customer may not sell, assign, gift, sublease, transfer, dispose of, allow liens to attach to, nor encumber the ASD System. Customer shall not move nor disturb the ASD System during the Term. To protect the intellectual property of the manufacturer, Customer shall not, and shall not knowingly permit any other party to, reverse engineer, disassemble, or modify the panels in the ASD System. If Customer desires or requires repair, destruction, or alteration of the Roof, Customer shall be liable for same and shall be liable for all costs to ensure that the ASD System is replaced in service as soon as possible after such repair, destruction, or alteration. Customer shall continue to pay all ASD invoices. Customer is required to repay all Incentives on a pro rata basis if Customer fails to maintain the ASD System

operational for the Term.

5. Information, Physical Access, and Easement. Customer agrees to give ASD all reasonably requested information and documents related to this Agreement, to keep such information updated, and to notify ASD of any changes to Customer's information. Customer agrees to give ASD the fully signed interconnection agreement with the local utility. Customer consents to (a) the recording of calls with ASD; and (b) ASD or its utility or utility program administrator using Customer's email address for all purposes in any way related to this Agreement or utility services in any way related to this Agreement. Customer agrees that Customer information may be disclosed in accordance with all rules related to the Incentives. Customer consents to ASD correcting non-material errors in the information provided on the front page of this Agreement. Customer understands and agrees that ASD will install a production monitoring device that will transmit production information via cellular or internet, as determined by ASD in its sole discretion. Customer agrees to give ASD and its employees and agents all necessary physical access to the ASD System, including for repair, modification, monitoring, removal, warranty service, maintenance, and installation. Customer grants ASD an easement over and/or license to access Customer's property to install, repair, modify, install a monitor on, monitor, remove, service, turn off, and maintain the ASD System as necessary or advisable and agrees to maintain such easement and/or license in effect in case of any change in ownership to the property on which the ASD System is installed. This easement and/or license shall extend 3 months past the end of the Term to allow ASD to take the steps necessary to remove the ASD System. Customer shall allow the local utility and government inspectors access to Customer's property, Roof, and meter and the ASD System for testing and other purposes.

6. Term. This Agreement is effective upon signature by Customer. The Term of the lease begins on the Interconnection Date and expires on the Expiration Date. At the end of the Term, Customer may (a) purchase the ASD System by paying the greater of (i) the fair market value at the time of purchase or (ii) the Estimated Residual Value; (b) notify ASD that it wishes to renew this Agreement, and ASD shall advise of ASD's then-current terms; or (c) notify ASD that it does not wish to renew the Agreement, in which case ASD shall have removed the ASD System at ASD's expense. ASD shall ensure that any effect to Customer's Roof arising from the removal of the ASD System after the Expiration Date does not impair the functioning of the Roof. Notwithstanding the foregoing, ASD shall not be liable for any ground or underground work in the event of a ground-mounted system (including, but not limited to, flowers, sprinklers, ground levelling, grass, etc.).

7. Cancellation. After the cancellation period reflected on the front page, Customer may not cancel this Agreement. If Customer cancels or terminates this Agreement after the cancellation period, ASD shall be entitled to retain the Down Payment and Customer shall be liable for all of ASD's damages.

8. Billing and Payment. Customer shall pay: (a) upon Customer's signature, the Down Payment; and (b) for each month for the Term, the Monthly Payment, payable within 20 days of the date of each invoice. Customer shall make Monthly Payments each month for the Term. Monthly Payments are inclusive of taxes, installation costs, and permit fees. Customer agrees that ASD may send the invoice via US mail or, if Customer has provided an e-mail address, by e-mail. ASD may also notify Customer of an electronic means for accessing invoices, and, unless prohibited by law, provision of such access shall be deemed to be the sending of the invoice. Payments may be made by check or auto-debit. Any payment not approved by Customer's bank shall be subject to a 'dishonored payment' fee of \$25 or such lesser amount permitted by law. Customer agrees to notify ASD 30 days in advance of any change to its debit account. In the event of a late payment, Customer shall be charged and shall pay a late fee in the amount of 1.5% of the outstanding amount, per month, or such lesser amount as may be the maximum permitted by law. This late fee is not an interest charge or finance charge. In the event that ASD must take steps to collect outstanding amounts, Customer shall pay ASD all associated fees and costs, including any collection costs, legal costs, and reasonable attorney fees. Customer shall be responsible to pay ASD any new taxes that may be imposed on the ASD System.

9. Breach and Liability. If there is more than one Customer, the Customers are jointly and severally liable for performance of this Agreement. If Customer breaches this Agreement, whether by a failure to pay, revocation of assignment of rebates, refusal to permit access to the ASD System, move other than as permitted hereunder, breach of Customer confirmations, representations, acknowledgements, or warranties, termination after the cancellation period, or other breach of this Agreement, or damages the ASD System, or causes harm to ASD, Customer shall pay ASD all damages associated with same, including lost profits, all lost Incentives, collection costs, legal costs and reasonable attorney fees. Customer understands and agrees that any breach by Customer may result in damages to ASD well in excess of the amounts Customer is required to pay under this Agreement because a breach may result in ASD losing depreciation rights or having to repay lost Incentives that were taken into account in offering Customer a lower lease rate than ASD would otherwise have offered. If ASD breaches this Agreement, ASD

shall pay damages associated with such breach, including legal costs and reasonable attorney fees. The insolvency, bankruptcy, or making a petition for the benefit of creditors of either party shall be deemed a breach entitling the other party to all remedies available at law. In the event of Customer's failure to pay invoices when due, Customer's insolvency, or Customer's other breach of this Agreement, ASD may, in addition to the above right to damages and legal costs, repossess and/or shut off the ASD System. In the event of repossession, Customer shall be liable for all damages less any net proceeds ASD may receive from the sale of the ASD System, such sale to be at fair market value. Neither party is liable to the other except for breach of this Agreement. ASD shall not be responsible for paying for electricity used during any repair/replacement period. No party shall be liable for punitive damages. In no event shall either party be liable to the other for more than the Cap plus legal costs and reasonable attorney fees. ASD may use self-help to repossess or turn off the ASD System in the event of Customer's breach but will not breach the peace in so doing. **Except as set forth below, ASD is not liable to Customer for any effect that the ASD System or the installation of it may have on Customer's Roof or on any warranties Customer may have on Customer's Roof. Customer understands that: (a) Customer's Roof and surrounding areas may incur minor damage associated with installation; and (b) Customer's Roof warranties, if any, may be voided by installation of the ASD System. ASD shall repair any damage caused by installation of the ASD System that affects the functioning of the Roof. ASD shall not be liable for any damage caused by the operation of the ASD System or any other system related damage other than as set out in the warranty. Customer must contact ASD first in the event of any concern with the ASD System and allow ASD the opportunity to cure any concerns.**

10. Arbitration of Disputes; Governing Law. This Agreement shall be interpreted and enforced in accordance with California law, without reference to its conflict of law rules. Customer and ASD (collectively, the "Parties") agree that any dispute, claim or disagreement ("Dispute"), including any Dispute as to the enforceability of this provision, which cannot be resolved informally by the Parties, shall be resolved by binding arbitration consistent with the Federal Arbitration Act ("FAA"). The arbitration will be conducted under the JAMS Streamlined Arbitration Rules in effect at the time Customer signed this Agreement ("JAMS Rules") and the rules of this provision. In the event the rules conflict, this Agreement shall control. Both Parties have the right to initiate arbitration by filing the necessary forms with JAMS. The arbitrator shall be a neutral arbitrator selected under the JAMS Rules. Time is of the essence; if the claim is not served within the applicable statutory period, it shall be waived and barred before all forums. To learn more about arbitration and/or how to file a claim, call any JAMS office or go to www.jamsadr.com. ASD shall bear the forum cost of the arbitration, but each Party shall bear their own expenses, if any, including but not limited to attorney's fees and discovery costs, except as provided by law. Notwithstanding the above, if the arbitrator determines Customer's claim to be without merit, the arbitrator shall have the power to require Customer to reimburse ASD for Customer's portion of the forum costs which ASD disbursed on their behalf. Both Parties may, in arbitration, seek all remedies available under this Agreement. The arbitrator shall issue a written decision which shall be final and binding. Any right to appeal shall be governed by the FAA and JAMS Rules. Any arbitrator award may be enforced in any court with jurisdiction. BECAUSE WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THE DISPUTE IN COURT OR TO HAVE A JURY TRIAL.

CLASS ACTION WAIVER: ANY DISPUTES ARE TO BE HEARD BY A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. NEITHER CUSTOMER NOR ASD MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

11. Warranties. The ASD System comes with a manufacturer's limited warranty. Customer agrees not to take any action that may void or reduce the effect of this limited warranty. **This Agreement contains no warranty, express or implied, regarding any installation or other services, the ASD System, or any other matter whatsoever. A separate limited warranty that is not part of this Agreement is provided to Customer.**

12. Alterations to this Agreement. ASD reserves the right to modify the panel or inverter manufacturer/model stated on the front page to a panel or inverter that has the same or greater nameplate capacity or as may be necessary to optimize system performance. ASD will notify Customer of such modification prior to installation and Customer will have an opportunity to reject the modification by notifying ASD in writing within seven (7) days of notice receipt. If not rejected, Customer will be deemed to have approved the modification. No alterations to the pre-printed terms and conditions of this Agreement are permitted without the signature of a senior executive of ASD whose title is Vice President or above.

13. Delay. Delays may arise as a result of failure to obtain a permit, failure to obtain utility approval for hook-up, illness or other lack of availability of installers, or delay in receipt of the ASD System from suppliers. ASD shall not be liable to Customer for any such delay or other delay.

14. Maintenance. The Monthly Payment includes ASD maintenance. ASD maintenance includes an annual inspection (remote or in person). If the ASD System includes a string inverter, ASD shall provide a one-time inverter replacement during the Term, if necessary. If the ASD System is comprised of more than one string inverter, a one-time replacement of each string inverter is included, if necessary. Maintenance does not include repair other than inherent defects or damage in the ASD System covered by the limited warranty. In the event of damage to or caused by the ASD System not covered by the limited warranty, Customer shall be liable for such damage. ASD will assist Customer in locating qualified and licensed repair technicians, where requested. Due to the nature of the ASD System, there is no specific wear and use standard.

15. Renewable/environmental attributes. Customer agrees that all environmental and renewable energy attributes associated with the ASD System, including without limitation all tax credits, incentives, renewable energy credits, carbon offset credits, utility rebates, or other non-power attributes of the ASD System belong to ASD (or, at ASD's election, the utility or another party), and not Customer. Customer agrees to sign documents and assist ASD in its claim to such credits. **Where the premises on the front page are serviced by the Los Angeles Department of Water and Power ("LADWP"), all renewable energy credits belong to LADWP.**

16. Moves. Customer agrees that it intends the ASD System to remain in place for the Term. If Customer plans to move or otherwise cease to be the owner of the Premises during the Term, Customer shall notify ASD at least 60 days in advance. ASD will offer an assignment agreement to the new homeowner. As long as the new homeowner agrees to be bound by this Agreement and meets ASD's minimum credit requirements, this Agreement may be assigned to the new homeowner who will then take the benefit and obligations of this Agreement. Where Customer will place a solar PV system on Customer's new home, ASD will offer a customer loyalty rate. If the new homeowner does not meet ASD's credit requirements but wishes assignment of this Agreement, Customer and the new homeowner may be offered the right to pre-pay a portion of the remaining amounts due under this Agreement as security in lieu of credit. If any of the Incentives received by ASD in connection with this Agreement are required to be repaid, or the benefit of the anticipated tax incentive is lost, Customer shall pay such amount to ASD.

17. Insurance. Customer shall ensure that the ASD System is covered by its home insurance policy and shall maintain such home insurance policy in force for the Term. The insured amount shall be no less than 60% of the Contract Price. If Customer's insurer requires a specific value for the ASD System components, ASD shall supply same to such insurer upon request. If the ASD System is harmed, has caused harm, or is not performing for any reason other than negligence of ASD, or an inherent defect that is covered by the manufacturer's warranty, Customer may only look to its own resources or insurance for compensation and ASD shall be entitled to claim against Customer's insurance (or Customer) for any harm or damage.

18. No Set-off or Deduction Permitted. Customer shall be required to continue to pay the Monthly Payments during any failure of, or loss, theft or harm to, the ASD System. This is an absolute net lease and Customer's obligation to pay the Monthly Payment is not subject to abatement, deduction, set-off, or other reduction.

19. Miscellaneous. The invalidity of any clause shall not affect any other clause. Any invalidity shall be construed as narrowly as possible and the invalid clause shall be replaced by a valid clause as close as possible in meaning. Notices to either party shall be to the addresses on the front or such other address as the parties may from time to time notify each other. Notices shall be deemed received on the date: (a) actually received, as evidenced by a signature of receipt or a fax confirmation; (b) they were sent, in respect of electronic mail where there is evidence of having been correctly sent to the recipient's electronic mail address; or (c) that is 5 days after having been sent by mail. Electronic signatures shall be deemed original signatures. **ASD may sell, assign, transfer, pledge, or grant a security interest in this Agreement, any part of it, or the ASD System, to a third party, without obtaining Customer's consent.** ASD's marketing materials are not part of this Agreement and Customer acknowledges that it did not rely on them in making its decision to enter into this Agreement. This agreement is the entire agreement between the parties in respect to the matters referenced herein. ASD may modify any non-material term or condition upon 30 days notice to Customer. ASD shall notify the utility of any changes to this Agreement, where required. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature and each party may rely on each counterpart as if the original had been received.

20. Liens and Filings. Customer agrees that ASD is, and for the Term shall be, entitled to file a financing statement or other UCC or similar statement evidencing ASD's ownership of the ASD System while this Agreement is in effect. Customer agrees to sign any additional documents to reflect such interest. ASD releases Customer from any mechanics' liens (pursuant to section 3114 of the Civil Code) upon receipt of the first payment under this Agreement.

Certificate Of Completion

Envelope Id: D9B750175E6E474489BFB9867B829DC1
 Subject: NR143879 Sedgwick to DeLuca AA
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Disabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Spruce Power Documents
 2900 NORTH LOOP W STE 300
 HOUSTON, TX 77092
 host.docusign@sprucepower.com
 IP Address: 38.142.196.154

Record Tracking

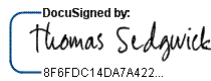
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 10/27/2022 2:41:03 PM
 Holder: Spruce Power Documents
 host.docusign@sprucepower.com

Location: DocuSign

Signer Events

Thomas Sedgwick
 tesedg@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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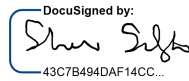
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 Viewed: 10/27/2022 3:21:40 PM
 Signed: 10/27/2022 3:23:30 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 136.226.66.193

Electronic Record and Signature Disclosure:
 Accepted: 10/27/2022 3:21:40 PM
 ID: 28cf8944-081a-42f8-9f6c-1b3cd0e48f5d

Sheri A. Sedgwick
 sedgwickfamily@yahoo.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 43C7B494DAF14CC...

Sent: 10/27/2022 3:23:32 PM
 Resent: 10/27/2022 3:52:20 PM
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 Signed: 10/27/2022 4:13:34 PM

Signature Adoption: Drawn on Device
 Using IP Address: 76.170.125.40
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 10/27/2022 4:10:59 PM
 ID: 9af90529-21f4-4848-ad89-6ef59da3c4c1

Robert DeLuca
 robert_nikki@yahoo.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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 Signed: 10/27/2022 4:26:50 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 174.240.148.169
 Signed using mobile

Electronic Record and Signature Disclosure:
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 ID: e8ed3f08-137b-48b3-8720-615727a0d73f

Nichol DeLuca
 robert_nikki@yahoo.com
 Security Level: Email, Account Authentication
 (None)


DocuSigned by:

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 Viewed: 10/27/2022 4:27:21 PM
 Signed: 10/27/2022 4:28:27 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 174.240.148.169
 Signed using mobile

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
Celeste Flores cflores@sprucepower.com Authorized Signer Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>Celeste Flores</i> D417A862657D4F2...</p> Signature Adoption: Pre-selected Style Using IP Address: 38.142.196.154	Sent: 10/27/2022 4:28:29 PM Viewed: 10/27/2022 4:35:47 PM Signed: 10/27/2022 4:35:53 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/25/2022 2:25:05 PM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/27/2022 4:35:47 PM
Signing Complete	Security Checked	10/27/2022 4:35:53 PM
Completed	Security Checked	10/27/2022 4:35:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Agreement and Consent to the Use of Electronic Communications
Please read this Agreement and Consent to the Use of Electronic Communications (‘‘Agreement’’) carefully. It contains important information.

We are required by law to provide specific information to you ‘‘in writing,’’ which means you have a right to receive that information on paper. However, with your consent we may provide this information to you electronically, instead. Described below are the terms and conditions for providing communications to you electronically, including through the DocuSign, Inc. (DocuSign) electronic signing system. Please read this information carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement at the bottom of this document. Your consent will also apply to any other person named on your account, product or service to the extent allowed under applicable laws.

Definitions in this AgreementThe following terms will be used throughout this Agreement:

Who we are: ‘‘We’’, ‘‘us’’, and ‘‘our’’ means CPF Asset Management, LLC, including any affiliates, on behalf of itself and non-affiliated providers and administrators of any solar financing products, services or programs, who may provide consumer credit (each, a ‘‘Solar Financing Provider’’). We service your account on behalf of your Solar Financing Provider(s). **You:** ‘‘You’’ and ‘‘your’’ means you, the individual(s) identified on any accounts held with us or the services or products provided by us, including accounts with respect to a solar financing product provided or administered by a Solar Financing Provider. **Account:** Your ‘‘account’’ means your account with respect to your agreement with your Solar Financing Provider for a solar financing product or service, and any related products or services. **Communications:** ‘‘Communications’’ means agreements, disclosures, notices, and any other information regarding your accounts, the services and products we offer, and any accounts, services, and products that may be available to you in the future.

What Communications We Will Provide Electronically: This Agreement applies to all Communications for every account, product, and service that is offered or accessible to you, or that we otherwise make available to you by electronic means, for as long as you have or use any accounts, products, or services offered by us. This means that by consenting to this Agreement you are agreeing that any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us may be sent to you electronically, as determined by applicable law. You are also agreeing that we may provide you with Communications electronically for any accounts, products, or services you may use or have with us in the future. An example of some types of Communications we may provide to you electronically includes: any agreement with us, any countersigned copy of the agreements we must return to you, change-in-term notices, fee and transaction information, statements, notices of adverse action, state mandated brochures and disclosures, transaction, periodic billing or account statements, transaction history, privacy policies, or changes to the terms of any agreement we have with you. However, your consent does not mean that we must provide Communications to you electronically. We reserve the right, at our option and in our sole discretion, to provide you with any Communications on paper if we choose. We also may require you to provide certain Communications to us on paper. When we allow you to deliver a specific Communication to us electronically, we will provide you with instructions on how to do so.

How We Will Provide Electronic Communications to You: Communications may be delivered to you electronically in a variety of ways, including emails, web pages, and PDF files

How to Update Your Contact Information: It is your responsibility to provide us with an accurate e-mail address and other contact information. If your e-mail address or other contact information changes or needs to be updated for any reason, you agree to provide us with your current e-mail address for notices. You may send a notice of the change by contacting us at the address or telephone number listed in the "Contact Us" section below at least five (5) days before the change. You must include your previous email address, and your new email address. You may be required to separately contact DocuSign, Inc. to arrange for your new email address to be reflected in any DocuSign account you may have, by following the process for changing email in the DocuSign system.

Your Right to Paper Copies: At any time, you may obtain a copy of any Communication at no charge by contacting us at the address listed in the "Contact Us" section below. 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 signer account, you may access them 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 Communication, you may request delivery of paper copies by following the procedure in the "Contact Us" section below.

Withdrawing Your Consent to Receive Communications Electronically: We may continue to provide you with Communications electronically for as long as you have or use any accounts, products, or services offered by us. If at any point you no longer want to receive Communications electronically, you may withdraw your consent by: (i) Declining to agree to accept this Agreement; (ii) During a transaction involving the DocuSign, Inc. electronic signing system, using the "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it; Or (iii) By contacting us at the address listed in the "Contact Us" section below. We may also treat an invalid or unverified email address as a withdrawal of your consent. When you withdraw your consent we may require certain information, including your e-mail, full name, US Postal Address, and telephone number. Your withdrawal of consent will be effective after we have a reasonable period of time to process your withdrawal. We will not impose any fee when you withdraw your consent. However you may be unable to proceed with a transaction, or we may terminate your access and use of any accounts, products, or services which require electronic Communications, and transactions may take a longer time to process.

Hardware and Software Requirements: In some instances we will provide the equipment you will need to complete a transaction. Except when using equipment we provide, in order to receive, access, and view Communications electronically you must have: (i) A working connection to the Internet with your own internet service provider. (ii) An up-to-date Internet browser that we support and that that allows use of the Secure Sockets Layer (SSL) protocol. (Microsoft Internet Explorer 6 and above supports this feature). (iii) Software that enables you to view PDF files. An example of such software is Adobe Reader, which can be downloaded for free at get.adobe.com/reader. (iv) A printer connected to your computer to print Communications or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). (v) Device(s) (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet and that use an up-to-date operating system capable of supporting all of these hardware and software requirements. (vi) A valid e-mail address and up-to-date software to access it. By "up-to-date," we mean a then-current version of the software that is being supported by its publisher. In order to receive, access, and view Communications electronically during a transaction using the DocuSign, Inc. electronic signing system you must also have: (a) Operating

Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X; (b) Browsers: Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only) PDF Reader: Acrobat® or similar software may be required to view and print PDF files Screen; (c) Resolution: 800 x 600 minimum; (d) Enabled Security Settings: Allow per session cookies. There may be other cases in which you need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices. We will tell you in advance when this is the case.

Changes to Hardware or Software Requirements: If our hardware or software requirements change, and that change creates a material risk that you would not be able to access or retain your Communications, we will give you notice of the revised hardware or software requirements and provide you with the opportunity to withdraw your consent. Continuing to use electronic services after receiving notice of the change is reaffirmation of your consent to this Agreement.

Retain Copies for Your Records: Please verify that you are able to print or download a copy of this Agreement for your records. We also recommend that you print or download a copy of all Communications we provide to you electronically.

Contact Us: You may contact us to let us know of any 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 phone, call (415) 685-4262. To contact us by email, send messages (by secure messaging) to support@solarservicehelp.com. To contact us by paper mail, please send correspondence to: CPF Asset Management, LLC, 201 Mission Street, Suite 1100, San Francisco, CA 94105. You must include in the body of your request: your full name, your US Postal address, your telephone number and your email address. If you are notifying us of a change to your email address, you must include both your previous email address and the new email address.

Acceptance and Consent: By agreeing to and accepting this Agreement you agree to the following: (1) You have read and understand the information in this Agreement about the use of electronic Communications, and you confirm you are able to print or download a copy of this Agreement for your records. (2) You consent to receive Communications electronically for every account, product, and service that you currently use or may use in the future for as long as you have or use the account, product, or service. You also agree to the general use of electronic records and signatures in your transactions with or provided by us and/or any Solar Financing Provider(s). (3) You have the required software and hardware described above. (4) You are able receive, access, and view Communications electronically via the methods described above. (5) You are also providing consent for any other person named on your account, product or service and you are authorized to do so.