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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.

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What's Inside

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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**.

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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 to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or 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.

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.

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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:____
- (If applicable) HIS Registration Number is:_______________________________

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.

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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.

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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.

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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.

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STEP 2: Understand Roles and Solar Process

2

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.

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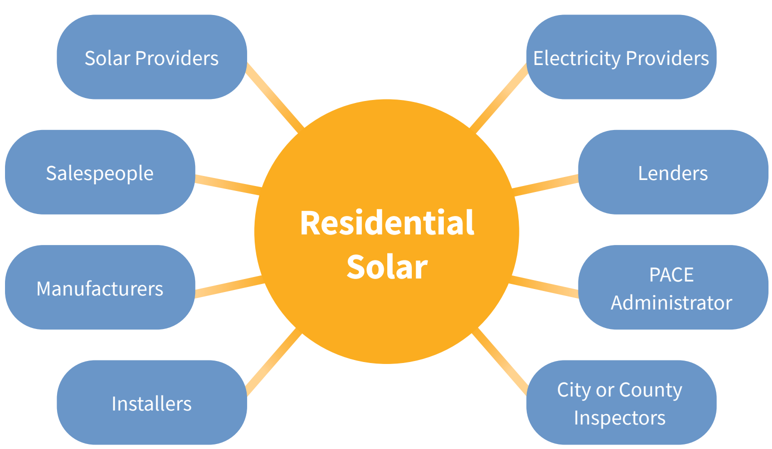

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Overview of a Typical Rooftop Solar Process

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.

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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.

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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.

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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!

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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 a scheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sells 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	Typically, greater return on investment. If you use a loan, little or no upfront costs. May increase value of home. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	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. 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.
PACE Financing	Little or no upfront costs. May have a longer repayment period than typical home improvement loan, which may be preferable. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	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. 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. 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.
Lease and PPA	Little or no upfront costs. Solar provider is responsible for all monitoring, maintenance, and repairs. Minimum energy production often guaranteed.	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. Solar provider could go out of business during the contract period.

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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.

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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?

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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.

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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)

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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.

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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?

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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 rooftop solar. 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 rooftop solar still make sense to me?

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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 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.

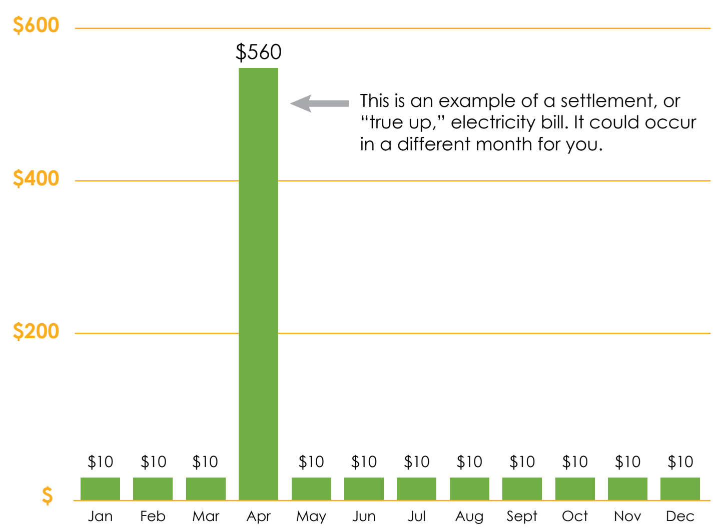
Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be 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



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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.

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STEP 6:
Carefully Read All Paperwork

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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.

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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.

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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

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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.

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March 2022

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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.

Do not feel pressured to read the complete document while the salesperson waits.

Ask them to come back at a later date to allow you time to read it.

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.

Initial AM — I have not yet entered into a contract for solar with the solar provider signing on page 24.

Initial AM — The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.

Initial AM — 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.

Initial AM — I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.

Initial AM — The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, or Dari if they spoke to me in one of those languages.

Initial AM — 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.

Initial AM — 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.

Initial AM — 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.

Andrew Martinez
Customer Printed Name

Sep 5, 2025
Date

Signed by:
Andrew Martinez
D5C783FD7757487...
Customer Signature

continued on page 24

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Solar Provider

Please affirm each of statements below by checking the boxes.

Initial AG The customer initialed the first 4 pages of the guide.

Initial AG 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.

Initial AG The sales presentation to this customer was principally conducted in this language: English

Andrew Garcia	Sep 5, 2025
Company Representative Name/Title	Date
Signed by: Andrew Garcia 0D79553B7041438...	(818) 280-3973
Company Representative Signature	Company Phone
Paxton Energy Holdings	contact@paxtonenergyinc.com
Company Name	Company Email
1124277	C-10 - Electrical Contractor
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.

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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 financing and energy / power cost if applicable) is: $0.190 per kWh rate, increasing annually at 3.59% with an upfront payment and installation payment of $0.

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 Five-Day Right to Cancel the contract, 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.

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within five 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 fifth 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.

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.

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Power Purchase Agreement Summary

Welcome,Andrew

Estimated Year 1 Monthly Payment*: $209.20

Account Number: 25-44-016479

Cost per kWh - Year 1: $0.190	**Project Type:** Solar + EnergyShift Battery
Annual Increase: 3.59%	**System Size:** 8.2 kW
Term: 25 years	**Estimated Year 1 Production:** 13212.423 kWh

* Monthly payment displayed includes the ACH Autopay discount

GoodLeap will monitor & maintain your System to ensure it's functioning for the entire Term of the Agreement.

If you sell your Home, this Agreement can be transferred to the new buyer or all payments can be prepaid.

At Term this Agreement automatically renews in one-year increments. You may also terminate the Agreement or renew it for two (2) five-year terms or purchase the System outright

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Power Purchase Agreement Summary

Frequently Asked Questions

Who monitors and maintains my System?

GoodLeap will monitor and maintain the System for the duration of the Agreement as described in **Exhibit 2**.

What if I want to sell my Home?

You can either transfer the Agreement to the buyer or you can pay off the Agreement. Your options are described in "Selling Your Home".

What happens at the end of the Term?

This Agreement automatically renews in one-year increments. You may also terminate the Agreement or renew for two (2) five-year terms or purchase the System outright. Your options are described in "End of Term Options".

Will I still get a utility bill?

Yes, you will still get a utility bill that outlines fixed charges and any energy the utility company continues to provide you. You will also get a monthly bill from GoodLeap.

Is there a warranty?

We warrant your System for the Term of the Agreement (unless you purchase the System earlier) and your roof for roof penetrations for 10 years as described in **Exhibit 2**.

Can I claim tax credits or incentives from the System?

No, Goodleap will own all tax credits and incentives.

Can I prepay the Agreement?

Yes, you can prepay the Agreement as described in "Purchasing the System; Prepayment".

Can I purchase the System before the end of the Term?

Yes. You can purchase the System at any time after five years, or at the end of the Term. Your options and the effect of a purchase on your Limited Warranties are described in "Purchasing the System; Prepayment".

Salesperson / Contractor

Name: Andrew Garcia

Phone: (818) 280-3973

Email: contact@paxtonenergyinc.com

Contractor: Paxton Energy Holdings

About GoodLeap

GoodLeap is a technology company delivering best-in-class financing and software products for sustainable solutions, from solar panels and batteries to energy-efficient HVAC, heat pumps, roofing, windows, and more. Over 1 million homeowners have benefited from our simple, fast, and frictionless technology that makes the adoption of these products more affordable, accessible, and easier to understand. Learn more.

givepower

GoodLeap is also proud to support our award-winning nonprofit, GivePower, which is building and deploying life-saving water and clean electricity systems, changing the lives of more than 1.6 million people across Africa, Asia, and South America. Learn more.

Initial

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Consumer Initials

For more information about deciding to go solar, see these resources:
https://www.energy.gov/eere/solar/homeowners-guide-going-solar
https://home.treasury.gov/system/files/136/Consumer-Advisory-Solar-eng.pdf

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Power Purchase Agreement

PROVIDER: GoodLeap. LLC **Address:** 8781 Sierra College Blvd., Roseville CA 95661 **Tel.:** 1-844-562-6725 **Email:** customersupport@goodleap.com	**INSTALLER:** Paxton Energy Holdings **Address:** 6800 Owensmouth Ave Ste 400 Canoga Park CA, 91303 **Tel.:** (818) 280-3973 **Contractor License No.:** 1124277 **Email:** contact@paxtonenergyinc.com

CONSUMER(S):

Andrew Martinez
23560 Tussing Ranch Rd Apple Valley CA, 92308
Tel.: (562) 313-5775
Email: Dsbustamante212@icloud.com

Account Number: 25-44-016479
System Installation Address: 23560 Tussing Ranch Rd Apple Valley CA, 92308

NOTE: YOU ARE AGREEING TO PURCHASE POWER, NOT TO PURCHASE THE SYSTEM. YOU WILL NOT OWN THE SYSTEM INSTALLED AT YOUR HOME. READ THIS POWER PURCHASE AGREEMENT ("AGREEMENT") CAREFULLY SO YOU FULLY UNDERSTAND THIS TRANSACTION. THIS AGREEMENT COMMENCES ON Sep 5, 2025 .

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Energy Rate & Term	Amount Due Up-Front	Other Possible Charges	Number of Monthly Payments	When Payments are Due
Your initial Energy Rate per kilowatt-hour (kWh) is $0.190. Your Monthly Payment is equal to the estimated annual amount of System generated energy times the Energy Rate divided by 12 months. The Energy Rate, excluding taxes, will increase 3.59% per year during the Term. The first Electricity Rate increase will occur with your 13th Monthly Payment. The Term of this PPA ends 25 years from the Activation Date.	Amount Due at signing: $0.00 Amount Due at installation start: $0.00 Amount Due at completion of installation: $0.00 Total up-front payments due: $0.00	Other charges you may have to pay under the Agreement include: **Late Payment Fee:** Ten (10) days after due date, a late payment fee of 5% of payment or $10, whichever is less, will be assessed. **Fee for the Removal and Refiling of Financing Filing: Actual costs incurred.** **A 2% credit card processing fee may be applied to all credit card transactions where permitted by law. ACH, check, and debit card transactions are not subject to a surcharge.** **Insufficient Funds Fee: $25.00**	300	Your first Monthly Payment is due on the first day of the first full calendar month following the Activation Date. After your first Monthly Payment, subsequent Monthly Payments are due on the same day of the calendar month as the date of your first Monthly Payment. If your Activation Date is on the 29th, 30th, or 31st day of the Month, your first Monthly Payment is due on the 1st day of the second calendar month following the Activation Date. **Your obligation to make Monthly Payments is unconditional starting on the Activation Date.**

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Power Purchase Agreement

1. **INTRODUCTION.** This Power Purchase Agreement (this "Agreement" or "PPA") is the consumer contract between the undersigned Consumer(s) (each and collectively, "You, and "Your") listed above and GoodLeap, LLC (together with its successors and assigns, "GoodLeap", "We", "Our", "Its", "Us" and "Provider"), covering the sale to you of the power produced by the solar panel system (the "System") described below. The System will be installed at the System Installation Address listed above (the "Home") by the installation contractor identified above (the "Installer") according to an Installation and Access Agreement, attached hereto as **Exhibit 4** (the "Installation Agreement"), between you and the Installer. Because you have agreed to purchase the power produced by the System, GoodLeap has agreed to purchase the System from the Installer following installation and to undertake the Provider rights and obligations of this PPA. GoodLeap as Provider agrees to sell to you, and you agree to buy from GoodLeap, all of the power produced by the System.

   In connection with this Agreement, GoodLeap is providing you with a Performance Guarantee (see below) and a limited warranty (the "Limited Warranty") attached hereto as **Exhibit 2**.

   This Agreement is legally binding so please read everything carefully including all the Exhibits. If you do not meet your obligations under this Agreement, you may lose your rights to receive the power generated by the System.

   If you have any questions regarding this Agreement, please contact GoodLeap or Installer representatives at the phone numbers or emails listed above.

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2. **TERM.** This Agreement commences on the date you sign below. GoodLeap agrees to sell you the power generated by the System for three hundred (300) months starting on the Activation Date. We refer to the period from the date the Agreement is signed to the end of the 300th month after the Activation Date as the "Term." The Activation Date is the date that the System is turned on and generating power after receiving any required utility approval (e.g., "permission to operate"). You will receive notice when the System installation is completed, and the System is ready to be turned on.

3. **SYSTEM DESCRIPTION**

Equipment	Description
Panels	20 x HANWHA_Q_CELLS Q.PEAK_DUO_BLK_ML-G10+_017 410
Inverters	1 x TESLA Tesla Powerwall 3 1707000-21 (Integrated Inverter)
Batteries	1 x TESLA Powerwall 3 1707000-21

Note: There is no guarantee that you will receive the Equipment described in the System Description or any proposal you have received. In this Agreement you are committing to a monthly price and production estimate, but the specifics of the Equipment will depend on what is available at the time of installation. Your panels may be from any GoodLeap approved manufacturer (including but not limited to Boviet, Canadian Solar, Q-Cell (Hanwha), Trina, Teleson, Boviet, Seraphim, LG Electronics, SolarWorld, Centro, Eco, Silfalab, and RECOM). GoodLeap reserves the right to change approved manufacturers without notice.

GoodLeap and/or your Installer may substitute equipment depending on availability. If the substitution of Equipment causes a five percent (5%) or greater decrease in Energy Production or a fifteen percent (15%) or greater increase in Energy Production from your initial annual production estimate, or any increase to the Monthly Payment, this either party may exercise the termination options available in section **[11.]** .

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.

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Within this table if System includes a Battery then that will be named with reference to additional information provided in **Exhibit 6** attached hereto.

4. **PAYMENTS.** You have no installation or up-front costs. Your first Monthly Payment is due and payable to GoodLeap on the first day of the first full calendar month following the Activation Date. After your first Monthly Payment, subsequent Monthly Payments thereafter during the Term are due on the same day of the calendar month as the date of your first Monthly Payment. If your Activation Date is on the 29th, 30th, or 31st day of the Month, your first Monthly Payment is due on the 1st day of the second calendar month following the Activation Date. You agree to pay the Monthly Payment described above under "Energy Rate and Term" and in the amounts and pursuant to the Monthly Payment Schedule set forth in **Exhibit 9** attached hereto. Payments received will be applied in the following order:

   a. Monthly Payment amount due

   b. Any applicable taxes associated with the System and

   c. Any fees charged (see FEES below).

You are required to enroll in ACH Autopay in order to sign the Agreement. You may change your payment method after the Agreement is signed but you will not receive a $10 monthly discount for payment methods other than ACH Autopay.

YOUR OBLIGATION TO MAKE MONTHLY PAYMENTS IS UNCONDITIONAL STARTING ON THE ACTIVATION DATE.

5. **FEES.** In addition to the Monthly Payment, you agree to pay the following to the extent permitted by applicable law:

   a. Late Payments. Ten (10) days after your payment due date, you will be charged a late payment fee in the amount of 5% of the payment or $10.00, whichever is less (or such lower amount as required by law). We will not charge a late fee more than once for a past due payment.

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b. **Insufficient Funds Fee.** Unless prohibited by law, you will be charged a non-refundable fee of $25.00 for each failed electronic or check payment attempt. Your bank may assess its own fee in addition to the fee we assess.

c. **Credit Card Processing Fee.** Where permitted by law, if you request that we accept a payment by credit card, you may be charged a processing fee, in an amount not to exceed 2% of the payment.

d. **Fee for the Removal and Refiling of Provider Financing Filing.** In connection with the removal and refiling of the Financing Filing (defined below) for any reason, including in connection with you refinancing your mortgage loan, you agree to pay the actual costs incurred to remove and refile the Financing Filing and any related fees imposed by your mortgage company.

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6. **TAXES.** You agree to pay any applicable sales, use or similar taxes on the Monthly Payments (or prepayment, as applicable) and any fees due under this Agreement. The Payment Schedule in **Exhibit 9** does not include taxes. If this Agreement contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. The cost of any taxes related to the System are your responsibility, whether assessed today or in the future. GoodLeap may add the cost of such taxes to your monthly invoice and send the tax payments to the relevant authorities, except to the extent that we are prohibited from doing so by applicable laws.

7. **PERFORMANCE GUARANTEE.** We guarantee that during the Term the System will produce the output set forth in **Exhibit 8** attached hereto:

a. **Guarantee Payments.** If the System produces less power than the amount noted in **Exhibit 8**, we'll pay you for the difference at an agreed upon rate per kWh. Guarantee payments, if any, will be calculated every two (2) years on your Systems Activation Date anniversary. Prior underproduction payments will be credited toward future payments, i.e., we won't double pay you for past underperformance. If the System performs more than expected in any given year, we won't charge you. However, we may use this over-generation amount to offset future under-performance in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.

b. **Monitoring Service Malfunctions.** If the energy Monitoring Service is malfunctioning or otherwise inoperable for a period of time, we may calculate your Actual Output using the estimated kWh that would have likely been generated during that period based on the projected amount of Energy expected to be generated by the System.

c. **Limitations on the Performance Guarantee.** We will not issue you a payment for any System under-performance arising from any of the following:

i. Under-performance arising from your failure to comply with your obligations under the Agreement.

ii. Under-performance arising from shading conditions (other than weather) different from those that were present at the Home at System installation.

iii. Under-performance as a result of a grid failure disabling the System.

iv. Under-performance arising from you causing or requesting the System to be shut down or to generate significantly less electric energy.

v. Under-performance arising from damage to the System caused by foreign objects acting on the System (hail, golf balls, etc.).

vi. Under-performance arising from any Force Majeure event (as defined below).

WE MAKE NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE SYSTEM'S ACTUAL OR EXPECTED OUTPUT OR PERFORMANCE AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. IF YOU EXERCISE THE OPTION TO PURCHASE THE SYSTEM THIS WILL TERMINATE THE PERFORMANCE GUARANTEE. THERE WILL BE NO CREDITS PROVIDED FOR UNDERPRODUCTION THAT OCCURS PRIOR TO THE SYSTEM INTERCONNECTION DATE ANNIVERSARY.

8. **MONITORING; OPTIMIZATION SERVICES; DATA**

a. **Monitoring.** During installation or at any time during the Term, we may install, and from time to time repair or replace, monitoring equipment to monitor the energy production, storage, and consumption, including at the interconnection point with the local utility company. We will collect monitoring data remotely or use our personnel to collect such

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information and will make the data available to you upon request. We may also access data regarding your energy consumption from your utility company or from electric usage data storage sites and you agree to execute any necessary third-party access agreement if requested. You agree to allow our personnel access to your Property to collect such information from the monitoring equipment. You agree not to tamper with, damage or modify the energy monitoring equipment in any way. You will be responsible for any damage or inaccuracies in the energy monitoring equipment that are caused by you or any other person unrelated to GoodLeap.

b. **Optimization Services.** We may, from time to time, administer and operate the System to optimize your home's energy production and consumption, as well as for demand response or other utility-based programs (Programs) designed to reduce your electricity costs or to maintain the reliability of your local electrical grid (if available in your utility area).

i. You authorize GoodLeap to act in the following capacities:

1. To act as your sole demand response provider, energy services provider, or equivalent agent, consultant or aggregation partner for your respective utility and grid operator.
2. To request and receive utility billing records, billing history (including tariff changes, surcharges, riders, etc.) and all meter usage data used for bill calculation for all of your service account(s) associated with the Solar System, as specified herein, that may be furnished by the Utility or other energy service providers, for the duration of this agreement.
3. Participation in utility demand response programs without GoodLeap may affect your eligibility to participate in optimization programs. In such cases, GoodLeap will exercise sole discretion over which other utility programs you may participate in and assist in unenrolling you if necessary.

ii. You agree to not use devices to generate electricity at your home or participate in utility or grid operator demand response programs that is not consistent with GoodLeap's participation in these Programs.

c. **Data Usage and Disclosure.** To the extent permitted by applicable law, during the Term of the Agreement we may combine the Energy usage data and System production and performance data with other data, including, without limitation, personally identifiable information (collectively, "Data"). Our possible uses and disclosure of the Data are described in **Exhibit 5**. We will never sell any personally identifiable Data to a third party without your prior written consent.

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IF YOU EXERCISE THE OPTION TO PURCHASE THE SYSTEM ALL MONITORING, OPTIMIZATION SERVICES, AND DATA USE SHALL TERMINATE AS OF THE PURCHASE DATE.

9. OBLIGATIONS

a. **Your Obligations; System, Home and Property Maintenance.** You agree to:

i. Reasonably cooperate when repairs are being made to the System pursuant to the Limited Warranty and Additional Guarantee attached hereto as **Exhibit 2** ("Limited Warranty");

ii. Keep your trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when initially installed;

iii. Not modify your Home in a way that shades the System;

iv. Be responsible for any conditions at your Home that affect the System;

v. Not remove any markings or identification tags on the System;

vi. Permit GoodLeap to inspect the System for proper operation as we reasonably determine necessary;

vii. Use the System primarily for personal, family or household purposes, but not use the System to heat a swimming pool;

viii. Not do anything, nor permit or allow to exist any condition or circumstance at the Home that would cause damage to the System or cause the System not to operate as intended at the Home;

ix. Immediately notify GoodLeap if you think the System is damaged or appears unsafe or if any part of the System is stolen;

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x. Notify GoodLeap prior to undertaking any repairs or improvements to the Home that may impact the System (such as repairing the roof where the System is located). You further agree that you will pay the costs incurred for the removal, storage, and reinstallation of the System to facilitate any such repairs;

xi. Return to us any other documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and

xii. 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).

b. **Installer Obligations: System Construction.** The System will be installed at the Home by the Installer pursuant to the Installation and Access Agreement attached hereto as **Exhibit 4**.

c. **GoodLeap's Obligations: Repair, Insurance and No Home Liens.** GoodLeap agrees to:

i. Provide you with a web-enabled or cellular-enabled Monitoring System to accurately measure the amount of power the System delivers to you;

ii. Operate and maintain the System in good operating condition at our cost and expense;

iii. Insure the System against all damage or loss provided, however, our insurance will not cover damage or loss that is caused by either your gross negligence or intentional acts to damage the System.

1. Upon damage to or destruction of the System, GoodLeap will be entitled to receive or retain any such insurance proceeds.

2. In cases where we bear the risk of loss, our sole obligation to you will be to arrange to repair or replace the System to the extent required by the Limited Warranty;

iv. Arrange for repair of the System pursuant to the Limited Warranty by service providers licensed according to applicable law, and reasonably cooperate with you when arranging such System repairs; and

v. Not put a lien on your Home.

10. **YOUR ADDITIONAL OBLIGATIONS AND REPRESENTATIONS**

a. **System 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 GoodLeap' 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 GoodLeap's property.

b. **Access Rights for GoodLeap**

i. You grant to GoodLeap and its employees, agents, service providers and contractors the right to reasonably access the Home as necessary for the purposes of:

1. 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;

2. Enforcing GoodLeap's rights as to this Agreement and the System;

3. Using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric connections at the Home and/or to the utility's electric distribution network; or

4. Taking any other action reasonably necessary in connection with operating, maintaining, owning, repairing, removing and replacing the System.

These access rights shall continue for up to ninety (90) days after this Agreement expires to provide GoodLeap with time to remove the System at the end of the Agreement. GoodLeap shall provide you with reasonable notice of its need to access the Home whenever reasonable.

ii. During the time that GoodLeap has 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 GoodLeap has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System (a "Financing Filing"). **NEITHER THIS AGREEMENT NOR ANY FINANCING FILING GOODLEAP MAY FILE IN CONNECTION WITH THIS AGREEMENT CONSTITUTES OR IMPOSES A CONSENSUAL LIEN ON YOUR HOME AND IS LIMITED TO THE SYSTEM.** If requested, GoodLeap will explain any Financing Filing to your mortgage lender(s) or any subsequent purchaser(s) of

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the Home. GoodLeap shall also accommodate reasonable requests related to the Financing Filing from other persons to facilitate a purchase, financing or refinancing of the Home. If GoodLeap temporarily removes its Financing Filing to facilitate the purchase, financing or refinancing of the Home, GoodLeap may charge you a fee in the amount actually charged to GoodLeap by the local jurisdiction to remove and refile the Financing Filing.

c. **Indemnities.** To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless GoodLeap, its employees, officers, directors, agents, their 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 GoodLeap for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement

If the Home is in, or subject to the rules of, a Homeownership Association or similar organization, you acknowledge and accept all responsibility relating to System and the Homeowner's Association for your Home (including claims alleged or damages assessed for noncompliance with the Homeowner's Association rules). You agree to indemnify GoodLeap, its employees, officers, directors, agents, their successors and assigns, for any loss in connection with any and all past, present, and future claims, demands, obligations or causes of action alleged by or through, or relating in any manner to, the Homeowner's Association for your Home.

d. **Payments.** YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT 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 IS 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. FINALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

e. **Credit Reporting.** You acknowledge that we may report information about your performance under this Agreement to credit bureaus. For example, late payments, missed payments, or other defaults on this Agreement by you may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your obligations.

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11. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM; CHANGE ORDERS; TERMINATION

a. GoodLeap's obligations under this Agreement are conditioned on the following items having been completed to GoodLeap's reasonable satisfaction either by the Installer or other service providers chosen by GoodLeap:

i. Completion of:

1. The engineering site audit (a thorough physical inspection of the Home, including, if applicable, geotechnical work, and roof shading information),
2. The final System design, and
3. Due diligence to confirm the suitability of the Home for the construction, installation and operation of the System;

ii. Your continuing to meet the applicable credit criteria through completed installation of the System;

iii. Confirmation of System information, electricity rates, rebate, tax credits and renewable energy credit(s), and other amounts used to calculate the Monthly Payments;

iv. Confirmation that GoodLeap will obtain all applicable Incentives referred to below;

v. Receipt of any necessary zoning, land use and building permits related to installation of the System; and

vi. Timely completion of any Home renovations, improvements or changes by you which are reasonably required in GoodLeap's reasonable judgment (e.g., removal of a tree(s), necessary roof repairs) to enable the Installer to safely install the System.

b. Change Orders. Installer may provide you and GoodLeap with notice of Change Order(s) related to the System or this Agreement. **Any proposed Change Orders that result in material changes to the System or to the terms of the Agreement must be confirmed by an amendment to the Agreement.** A "material change" to the Agreement includes, without limitation, changes to System which cause a five percent (5%) or greater decrease in Energy Production or a fifteen percent (15%) or greater increase in Energy Production from your initial annual production estimate, or any increase to the Monthly Payment. A "material change" does not include substitution of Equipment as described in section **[3.]** .

If you do not agree with a proposed Change Order you may terminate this Agreement without liability.

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c. You authorize GoodLeap to make any necessary corrections to the utility paperwork to conform to this Agreement or to any agreed to amendments to this Agreement.

Termination by GoodLeap. Until the Installer starts installation of the System, GoodLeap may terminate this Agreement without liability if, in its reasonable judgment, any of the conditions listed above in subsection **[11.a.i.]** through **[11.a.vi.]** will not be satisfied for reasons beyond GoodLeap's reasonable control. GoodLeap may terminate this Agreement if, in our reasonable judgment, the installation of the System will not occur within one hundred eighty (180) days of the date of this Agreement or amendment thereto.

12. WARRANTY. YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY, 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.

13. TRANSFER. You agree that GoodLeap may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the Exhibits, without your consent. Assignment, sale or transfer generally means that GoodLeap would transfer certain of its rights and certain of its obligations under this Agreement to another party. If requested by GoodLeap or its assignee, you agree to execute and deliver to any such assignee an acknowledgement and confirmation of your obligations under this Agreement as may be reasonably requested by GoodLeap or its assignee. Any assignment of GoodLeap's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.

Except as set forth in this Agreement, you will not assign, sell, pledge or in any other way transfer your interests in this Agreement without our prior written consent, which shall not be unreasonably withheld. Any permitted assignment of your rights and/or obligations under this Agreement shall not result in any change to our rights and obligations under this Agreement.

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14. OWNERSHIP OF THE SYSTEM; TAX CREDITS; REBATES. You agree that the System is GoodLeap's personal property under the Uniform Commercial Code. You understand and agree that this Agreement is not a contract to sell the System to you. GoodLeap owns the System for all purposes, including any data generated from the System. You shall always keep the System free and clear of all liens, claims, levies and legal processes not created by GoodLeap, and shall at your expense protect and defend GoodLeap against the same.

You understand and agree that all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the System (each and collectively, "Incentives") are the property of and for the benefit of GoodLeap, usable at its sole discretion. GoodLeap shall have the exclusive right to enjoy and use all such Incentives, whether such Incentives 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 Incentives. You agree to reasonably cooperate with GoodLeap so that it may claim any Incentives. 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 GoodLeap.

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15. SELLING YOUR HOME

a. If you sell your Home during the Term of the Agreement you can:

i. **Transfer this Agreement and the Monthly Payments**. If:

1. The person(s) buying your Home meet(s) GoodLeap's credit requirements or
2. Either you or the buyer of your Home pays GoodLeap a $250 credit check waiver fee, the person(s) buying your Home can sign a transfer agreement assuming all your rights and obligations under this Agreement, including the obligation to pay Monthly Payments.

You will also be responsible for any related administrative charges we incur as a result of the transfer, such as filing, amending, or termination any Financing Filing.

ii. **Purchase the System**. See "Purchasing the System" below.

iii. **Prepay this Agreement and Transfer Use of the System**. At any time during the Term, you may prepay this Agreement in full by paying GoodLeap the amount set forth in the "Prepayment Price" column of **Exhibit 9** corresponding to the year in which such prepayment occurs plus all applicable taxes and fees. Upon prepayment of the Agreement, the new owner(s) of your Home will only need to sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this Agreement. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this Agreement.

b. You agree to give GoodLeap at least thirty (30) calendar days but not more than three (3) months prior written notice if you want someone to assume your Agreement obligations in connection with the sale of your Home. In connection with an assumption, you, the new owner(s) of the Home and GoodLeap shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your Home buyer defaults on this Agreement and we have not yet signed the transfer of this Agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by GoodLeap).

c. If you, your estate or heirs, sell your Home and cannot comply with any of the options above, you will be in default under this Agreement.

d. This Agreement is free of any restrictions that would prevent you from freely transferring the Home. In the event of a foreclosure on the Home, GoodLeap has the right (but not the obligation) to do ONE of the following:

i. Remove the System subject to your continuing obligations under this Agreement;

ii. Become a beneficiary (but not obligor) of this Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payments, which obligation will remain with you) If

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you don't make timely Monthly Payment you will be in default under this Agreement and GoodLeap can remove the System and take all other remedies provided for under this Agreement;

iii. Enter into a new Agreement with new owner of the Property on terms no less favorable than the current Agreement; or

iv. Require transfer of the current Agreement to the new owner(s) of the Home.

e. GoodLeap will not prohibit the sale, conveyance or refinancing of the Home. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

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16. PURCHASING THE SYSTEM; PREPAYMENT

a. Purchasing the System. You have the option to purchase the System at the following times during the Term:

i. At any time after the fifth (5th) anniversary of the Activation Date;

ii. At the end of the Term;

iii. If you sell your Home during the Term provided that such sale occurs after the fifth (5th) anniversary of the Activation Date; or

iv. At any other time with GoodLeap's written consent (which it may withhold in the exercise of its sole discretion).

To purchase the System, you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment in full to GoodLeap within thirty (30) days of receiving our System Purchase Invoice. The System purchase price shall be the greater of:

i. The fair market value of the System at the time of your purchase or

ii. The amount set forth in the "Buyout Price" column on **Exhibit 9** corresponding to the year in which such purchase occurs plus all applicable taxes and fees.

We will retain an appraiser, at our cost, to determine such fair market value.

IF YOU PURCHASE THE SYSTEM THIS AGREEMENT WILL TERMINATE EFFECTIVE AS OF THE DATE OF SUCH PURCHASE EXCEPT AS DESCRIBED IN **EXHIBIT 2**.

b. Prepayment. At any time during the Term, you can prepay this Agreement in full. Such prepayment will not terminate this Agreement, nor limit any of your rights or obligations (other than your obligation to make Monthly Payments during the Term).

To prepay this Agreement, you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired prepayment date. The amount you prepay will be equal to:

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 amount set forth on **Exhibit 9** in the column titled "System Prepayment Price" plus

iii. Any applicable taxes.

17. END OF TERM OPTIONS

a. Renewals. You have the option to renew your Agreement for up to ten (10) years in two (2) separate five (5) year renewal terms. We will send you "Notice of Your End of Term Options" not less than three (3) months prior to the expiration of the Term. We will provide you with a new Monthly Payment equal to ten percent (10%) less than the average cost of electric energy that you would otherwise pay for electric energy to your utility for the twelve (12) months preceding the start of each five (5) year term, which will escalate at the applicable annual increase rate of Monthly Payments under the Agreement for each year during the five (5) year term. You may use the Notice of Your End of Term Options by completing it and returning it to GoodLeap at least thirty (30) calendar days prior to the end of the Term indicating either:

i. You want to renew the Agreement for the five (5) year term, or

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ii. You do not wish to renew the Agreement.

b. **Annual Automatic Renewal(s).** If you don't send us anything in writing after we send you the Notice of Your End of Term Options (which shall include a "termination email" you may use to block any automatic renewal), then this Agreement shall renew for an additional one (1) year term(s) at a new Monthly Payment equal to ten percent (10%) less than the average cost of electric energy that you would otherwise pay for electric energy to your utility for the twelve (12) months preceding the start of each one (1) year renewal term (the "Renewal Monthly Payment")(i.e. your Renewal Monthly Payment will escalate at the rate utility electricity rates increase rather than the rate increase set in the Agreement). At the end of the initial Automatic Renewal Term and each Automatic Renewal Term thereafter, the Agreement will automatically renew for one (1) Automatic Renewal Term at a Monthly Payment equal to the Renewal Monthly Payment for the prior Automatic Renewal Term, not to exceed ten (10) Automatic Renewal Terms or until:

i. You send us a "termination email" or otherwise give us notice at least thirty (30) calendar days prior to the end of the current Term that you do not wish to renew; or

ii. We send you a notice terminating the Agreement.

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c. **Purchase the System.** You also have the right to purchase the System at the end of the Term. See "Purchasing the System" above.

If you do not renew this Agreement or purchase the System, then at the end of the Term GoodLeap may remove the System from your Home at no cost to you. If you are in default when the Agreement terminates, GoodLeap can remove the System from your Home and you agree to pay GoodLeap the reasonable expenses incurred removing the System from your Home. If we remove the System from your Home for any reason, we will return the roof area within three (3) inches of the mounting penetrations to a waterproof condition.

18. LOSS OR DAMAGE; INSURANCE. Unless you are negligent or you intentionally damage the System, GoodLeap will bear all the risk of loss, damage, theft, destruction or similar occurrence to the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments. If there is loss, damage, theft, destruction or a similar occurrence affecting the System, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and you shall cooperate with GoodLeap to have the System repaired pursuant to the Limited Warranty.

GoodLeap will insure the System against all damage or loss except damage or loss that is caused or permitted by you or your guests, or agents. You agree to carry homeowner's insurance that covers damage to your Home and provides general liability coverage but this Agreement does not require you to add the System to your Home insurance policy.

19. LIMITATION OF LIABILITY

a. **No Consequential Damages.** YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS AGREEMENT, AND IN NO EVENT SHALL GOODLEAP 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. **Limit of Liability.** Notwithstanding any other provision of this Agreement to the contrary, GoodLeap's total liability arising out of relating to this Agreement shall in no event:

i. For System Replacement: exceed the greater of:

1. The sum of the Monthly Payments over the Term of the Agreement; and

2. The original cost of the System; and

ii. For damages to your Home, Belongings and Property: exceed one million dollars ($1,000,000).

20. DEFAULT. You will be in default under this Agreement if any one or more of the following occurs:

a. You fail to make any payment when it is due and such failure continues for a period of thirty (30) days;

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b. You fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do) and such failure continues for a period of thirty (30) days after written notice of such default;

c. You have provided any false or misleading financial or other information to us to obtain this Agreement;

d. You assign, transfer, encumber, sublet or sell this Agreement or any part of the System without GoodLeap's prior written consent; or

e. You make an assignment for the benefit of creditors; you admit in writing your insolvency; you file, or there is filed against you, a petition in bankruptcy; you are adjudicated bankrupt or insolvent; or you undertake or experience any substantially similar event or activity.

21. REMEDIES IN CASE OF DEFAULT. If this Agreement is in default, we may take any one or more of the following actions noted below. If the law requires us to do so, we will give you notice and wait any legally required period required before taking any of these actions. Specifically, we may:

a. Terminate this Agreement and your rights to obtain power from the System;

b. Suspend our performance under this Agreement;

c. 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;

d. Require you, at your expense, to return the System or make it available to us in a reasonable manner;

e. Proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your default;

f. 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;

g. Report such non-operational status of the System to your utility;

h. 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;

i. Recover from you as damages an amount equal to:

i. The remaining Monthly Payments that would otherwise be owed to us discounted at a discount rate of 3% per year,

ii. The lost value of anticipated Incentives plus

iii. All Monthly Payments, late charges, penalties, interest and all or any other sums then accrued or due and owing; or

j. Use any other remedy available to us in this Agreement or by law.

You agree to repay us for any reasonable amounts we pay to cure 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 of this Agreement. By choosing any one or more of these remedies, GoodLeap does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, GoodLeap does not give up our right to use that remedy in case of a subsequent default.

22. FORCE MAJEURE. If GoodLeap is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, GoodLeap will be excused from whatever performance is affected by the Force Majeure Event, provided that:

a. GoodLeap, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

b. GoodLeap's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will arrange to make repairs); and

c. No GoodLeap obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused because of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by GoodLeap's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: 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, slow-down, or lock-out; explosion; fire; earthquake; abnormal 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);

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the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from GoodLeap's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than GoodLeap including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by GoodLeap or under its control.

23. **GOVERNING LAW.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which your Home is located, without regard to any conflicts of laws principles thereof.

24. **ARBITRATION, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER.** All claims and disputes arising out of or relating to this Agreement (hereafter, "Dispute(s)") shall be resolved by binding arbitration on an individual basis. The arbitrator shall also decide any issues relating to the making, validity, enforcement, or scope of this arbitration section, arbitrability, defenses to arbitration including unconscionability, or the validity of the jury trial, class action or representative action waivers (collectively, "arbitrability" issues).

YOU HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY. FURTHER, UNLESS YOU OPT OUT OF ARBITRATION, YOU ALSO AGREE TO WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION.

The arbitrator shall have the authority to award any relief, including injunctive relief, which is available under applicable law. Each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of proofs. However, the arbitrator may award you reasonable attorney's fees and costs if this is expressly authorized by applicable law. Upon request, we will pay a portion of the fees and expenses of the arbitrator and the administrative fees and expenses of the arbitration. The arbitrator shall issue a written award describing the essential findings supporting the award.

All hearings in the arbitration shall take place within the federal judicial district where the Home is located; The arbitrator's award shall be final and Judgment on the arbitrator's award may be entered by the federal District Court. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules (the "Rules"). A copy of the JAMS Streamlined Arbitration Rules can be obtained from JAMS at https://www.jamsadr.com/rules-streamlined-arbitration or (800) 352-5267. The arbitrator shall be selected from the JAMS panel of neutrals and shall be a retired federal judge, a retired state appellate judge, or a retired state trial judge (in that order of preference). You agree that this agreement to arbitrate may be enforced by us or our affiliates, subsidiaries, or parents, and each of their officers, directors, employees, and agents. This arbitration agreement is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §§1-16) (the "FAA") shall govern this agreement to arbitrate including all arbitrability issues. No state law respecting arbitrability issues shall govern this agreement to arbitrate. Subject to and without limiting the foregoing, federal law shall apply to all other issues that arise under federal law and applicable state law shall apply to all other issues that arise under state law (without reference to a state's choice of law rules). YOU MAY OPT OUT OF ARBITRATION BY SENDING US WRITTEN NOTICE WITHIN FIFTEEN (15) DAYS OF SIGNING THE AGREEMENT STATING THAT YOU WISH TO "OPT OUT OF THE AGREEMENT TO ARBITRATE DISPUTES." THE OPT-OUT NOTICE SHOULD BE SENT TO THE FOLLOWING ADDRESS: Attn: GoodLeap, 8781 Sierra College Blvd, Roseville, CA 95661. If you do not opt out, but any part or parts of your agreement to arbitrate are unenforceable then you and we agree that such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to participate in class, representative or to arbitrate injunctive relief claims is unenforceable then the agreement to arbitrate shall be of no force or effect.

JUDICIAL REFERENCE FOR CALIFORNIA BORROWERS. IF THE RESIDENCE IS IN CALIFORNIA AND YOU OPT-OUT OF ARBITRATION, YOU AND WE AGREE THAT ANY DISPUTES WILL BE RESOLVED IN THE SUPERIOR COURT FOR THE COUNTY IN A GENERAL REFERENCE PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP"), § 638(a). YOU ACKNOWLEDGE AND AGREE THAT IN A REFERENCE ACTION, ANY DISPUTE WILL BE HEARD BY A REFEREE AND NOT BY A SUPERIOR COURT JUDGE AND JURY AND HEREBY WAIVES HIS CONSTITUTIONAL AND STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JUDGE AND JURY. The Referee shall be appointed pursuant to CCP § 640 in the absence of agreement on the selection. The Referee shall have the same qualifications as the arbitrator.

Upon request, we will pay your portion of the fees and expenses of the Referee.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF THE RESIDENCE IS IN CALIFORNIA AND YOU DO NOT OPT-OUT OF ARBITRATION, YOU MAY SEEK PUBLIC INJUNCTIVE RELIEF IN ARBITRATION TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF, HOWEVER, ARBITRATION IS UNENFORCEABLE, IN WHOLE OR IN PART, THEN YOU AND WE AGREE THAT SUCH DISPUTES WILL BE RESOLVED IN THE SUPERIOR COURT FOR THE COUNTY IN A GENERAL REFERENCE PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP"), § 638(a). YOU ACKNOWLEDGE AND AGREE THAT IN A REFERENCE ACTION, ANY DISPUTE WILL BE HEARD BY A REFEREE AND NOT BY A SUPERIOR COURT JUDGE AND JURY AND HEREBY WAIVES HIS CONSTITUTIONAL AND STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JUDGE AND JURY. The Referee shall be appointed pursuant to CCP § 640 in the absence of agreement on the selection. The Referee shall have the same qualifications as the arbitrator. Upon request, we will pay your portion of the fees and expenses of either the arbitrator or the Referee, as the case may be, any your portion of any administrative fee that the arbitrator, referee or JAMS may require.

Nothing here shall prevent either party from:

a. Obtaining provisional relief or remedies in court while waiting for appointment of the arbitrator,

b. Bringing their dispute in small claims court on an individual basis,

c. Taking self-help remedies as are authorized by law or contract, or

d. Conducting a UCC judicial foreclosure.

BY PLACING YOUR INITIALS BELOW THIS NOTICE YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THIS ARBITRATION, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER SECTION IN ITS ENTIRETY.

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25. WAIVER. Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to:

a. Be a waiver of such provisions or a party's right to enforce that provision; or

b. Affect the validity of this Agreement.

26. NOTICES. All notices under this Agreement shall be in writing and shall be sent by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested. All notices and documents required to be delivered to you shall be sent to the email and/or mailing address noted at the top of the first page of this Agreement. All notices and documents required to be delivered to GoodLeap shall be sent either by mail to GoodLeap, 8781 Sierra College Blvd, Roseville, CA 95661; or by email to customerservice@goodleap.com. Each party shall provide prompt notice to the other party of any change to their respective phone, email, and mailing address information.

27. ENTIRE AGREEMENT, AMENDMENTS, SEVERABILITY. This Agreement constitutes the entire agreement between you and GoodLeap. This Agreement supersedes any prior agreements, understandings, proposals, or representations by or between the Parties, written or oral, to the extent they were related in any way to the subject matter hereof. Any change to this Agreement must be in writing and signed by all Parties. This Agreement is binding. If one part of the Agreement is voided, the other parts still stand and are enforceable or shall be interpreted or re-written to make them enforceable.

DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES.

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SIGNATURE REPRESENTATIONS

By signing below, you acknowledge and represent that you have read this Agreement (including the Exhibits) in their entirety, acknowledge that you have received a complete copy of this Agreement, and agree to the terms and conditions of this Agreement.

By signing below, you acknowledge and represent that you are an owner of the Home signing for yourself and on behalf and with the consent and authorization of all Owners of the Property; a trustee of the Trust which owns the Home; or an attorney in fact or agent authorized under a written power of attorney to sign on behalf of the Owners of the Home.

Consumer 1 Signature: Signed by: Andrew Martinez E26CB7C80ACF4C6... **Date:** Sep 5, 2025

GoodLeap, LLC Matt Dawson

Matt Dawson, Co-Founder

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

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Exhibit 1 - Notice of Cancellation

Date of the Agreement: Sep 5, 2025

FOR CONSUMER 1

You may cancel this transaction, without any penalty or obligation, within five (5) business days from the above date.

If you cancel, any property traded in, any payment made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by GoodLeap, LLC ("GoodLeap") of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

If you do make the goods available to GoodLeap and GoodLeap does not pick them up within twenty 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 GoodLeap, or if you agree to return the goods to GoodLeap and fail to do so, then you remain liable for performance of all obligations under the Agreement.

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 GoodLeap, at 8781 Sierra College Blvd., Roseville, CA 95661 not later than midnight of 9/11/2025 (Month/Day/Year).

I hereby cancel this transaction.

____________________________________ ________________

Consumer 1 Date

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Exhibit 1 - Notice of Cancellation

Date of the Agreement: Sep 5, 2025

FOR CONSUMER 1

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

If you do make the goods available to GoodLeap and GoodLeap does not pick them up within twenty 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 GoodLeap, or if you agree to return the goods to GoodLeap and fail to do so, then you remain liable for performance of all obligations under the Agreement.

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 GoodLeap, at 8781 Sierra College Blvd., Roseville, CA 95661 not later than midnight of 9/11/2025 (Month/Day/Year).

I hereby cancel this transaction.

Consumer 1 ______________________

Date ______________________

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Exhibit 2 - Limited Warranty and Additional Guarantee

1. INTRODUCTION

This Limited Warranty and Additional Guarantee (this "Limited Warranty") is GoodLeap's agreement to provide you warranties on the System. Pursuant to the Installation and Access Agreement, the System will be professionally installed by the Installer at the System Installation Address you listed in the Agreement. We will refer to the installation location or property as your "Home." This Limited Warranty begins when the Installer installs the System at your Home, provided that GoodLeap has countersigned the Agreement.

2. LIMITED WARRANTIES

a. **Limited Warranties.** GoodLeap warrants the System as follows:

i. System Warranty. During the entire Term, 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. Roof Warranty. If installing the System requires penetrations to your roof during a System installation, we will warrant roof damage caused due to such roof penetrations. This Roof Warranty will run for ten (10) years from the completion of the System installation (the "Roof Warranty Period"); and

iii. Repair Promise. During the entire Term, GoodLeap will honor the System Warranty and will arrange to 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 (the "Repair Promise"). If we or a contractor we retain damages your Home, your belongings or your property, we will arrange to repair the damage caused or pay you for the damage caused subject to the limitations noted in Section 6 below. GoodLeap's service providers may use new or reconditioned parts when making repairs or replacements. GoodLeap may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that the System performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at GoodLeap's discretion.

b. **Warranty Length.**

i. The warranties in Sections **[2.a.i.]** and **[2.a.iii.]** above will start when the Installer begins installing the System at your Home and continue through the entire Term of the Agreement. For as long as the System is installed at your Home pursuant to the Agreement, you will have a System Warranty and our Repair Promise.

ii. The Roof Warranty Period (which is 10 years) is shorter than the System Warranty.

iii. If the Agreement is assumed during the Term, then the System Warranty will remain for the balance of the existing Term and the Roof Warranty will apply for ten (10) years from completion of the System Installation.

c. **Additional Guarantees and Monitoring.**

i. **Manufacturer's Specifications.** In addition to the terms set forth in the Agreement, GoodLeap guarantees that during the Term the System will operate within manufacturer's specifications and if the System does not then GoodLeap will arrange to repair or replace any defective part and restore System performance.

ii. **Monitoring Service.** During the Term, we will provide you at no additional cost our Monitoring Service. The GoodLeap Monitoring Service is a proprietary monitoring system that captures and displays energy generation data over a cellular or Internet connection and consists of hardware located on site and software hosted by GoodLeap. If your System is not operating within normal ranges, Monitoring Service will alert us, and we will remedy any material issues promptly.

iii. **Estimated Production.** The information provided to us by the Monitoring Service is critical to calculate energy generation data which informs GoodLeap's obligations under the Agreement and the Limited Warranty. The Monitoring Service requires access to cellular or Internet networks to operate. If such access is not available, then:

1. We will not be able to monitor the System; and
2. You will be required to provide GoodLeap with annual production information from your inverter or

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3. GoodLeap will estimate System production.

In connection with any such estimated production by GoodLeap, GoodLeap will make commercially reasonable methods to estimate the missing kWh based on available information and such estimate will be utilized for the Performance Guarantee credit calculations under Exhibit 8 for such period. If no such information is reasonably accessible, GoodLeap will make the calculations based on the original kWh expectation attributable to such period.

d. Making a Claim; Transferring this Warranty.

i. Claims Process. You can make a claim by:

1. Emailing us at the email address in Section **[7.]** below;
2. Writing us a letter and sending by overnight mail; or
3. Sending us a fax at the number in Section **[7.]** below.

ii. Transferable Limited Warranty. GoodLeap will accept and honor any valid and properly submitted Warranty claim made during the Term or renewed Term by any other person who either assumes the System from you or to whom you properly transfer the Agreement.

e. Exclusions and Disclaimer. The warranties and guaranty 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 GoodLeap's approved service providers (such as Installer) having installed, removed, re-installed or repaired the System;

ii. Destruction or damage to the System or the System's ability to safely produce power not caused by GoodLeap or its approved service providers while servicing the System (e.g. if a tree falls on the System we may replace or repair the System per the Agreement, but we will not repay you for power the System did not produce);

iii. Your failure to perform, or breach of, your obligations under the Agreement;

iv. Your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us and our service providers in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Guide;

v. Any Force Majeure Event (as defined below);

vi. Shading from foliage that is new growth or is not kept trimmed to limit shading to the extent that existed on the date the System was installed;

vii. Any System failure or lost production not caused by a System defect (e.g. the System is not producing power because the System has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and

viii. 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 the System did not produce).

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 2 ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY GOODLEAP WITH RESPECT TO THE SYSTEM. GOODLEAP HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. GOODLEAP'S STANDARDS. For this Limited Warranty the standards for our performance, and that of our contractors and service providers, will be:

a. Normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and

b. 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.

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4. **SYSTEM REPAIR OR REMOVAL**

   a. **Repair.** You agree that if:

      i. The System needs any repairs that are not the responsibility of GoodLeap under this Limited Warranty, or

      ii. The System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have GoodLeap, or another similarly qualified service provider approved by GoodLeap, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

   b. **Removal.** You will need to notify GoodLeap in advance to remove and replace the System from your roof while roof repairs are being made which may impact the System. GoodLeap will work with you to help identify qualified contractors who can assist you in the removal and reinstallation of your System. You will need to provide storage space for the System during such time and will be responsible for any costs associated with the removal and reinstallation of your System.

5. **FORCE MAJEURE.** If GoodLeap is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, GoodLeap will be excused from whatever performance is affected by the Force Majeure Event, provided that:

   a. GoodLeap, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

   b. GoodLeap's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will arrange to make repairs); and

   c. No GoodLeap obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused because of such Force Majeure Event.

   "Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by GoodLeap's fault or negligence. These shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: 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, slow-down, or lock-out; explosion; fire; earthquake; abnormal 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); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from GoodLeap's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than GoodLeap including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by GoodLeap or under its control.

6. **LIMITATIONS ON LIABILITY**

   a. **No Consequential Damages.** YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL GOODLEAP 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. **Limitation of Duration of Implied Warranties.** 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. **Limit of Liability.** Notwithstanding any other provision of this Limited Warranty to the contrary, GoodLeap's total liability arising out of relating to this Limited Warranty shall in no event:

      i. For System Replacement: exceed the greater of:

         1. The sum of the Monthly Payments over the Term of the Agreement; and

         2. The original cost of the System; and

      ii. For damages to your Home, Belongings and Property: exceed one million dollars ($1,000,000).

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7. NOTICES. All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO GOODLEAP:	GoodLeap, 8781 Sierra College Blvd., Roseville, CA 95746, Attn: Warranty Claims Telephone: 1-844-562-9725 Fax: 1-888-881-2370 Email: customerservice@goodleap.com
TO YOU:	At the billing address, phone number and email address provided in the Agreement or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY. GoodLeap may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of GoodLeap's 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(s) who own the Home were the System is installed. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

9. EFFECT OF SYSTEM PURCHASE ON LIMITED WARRANTY AND ADDITIONAL GUARANTEES.

If you exercise the option to purchase the System, you will be purchasing the System "AS IS" and GoodLeap will assign you any product and/or workmanship warranties still in effect for the System from the original Installer of the System. However, GoodLeap will not provide any of the Limited Warranties or Additional Guarantees after you purchase the System except for the roof warranty provided in section **[2.a.ii.]** which shall continue for the original Roof Warranty Period.

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Exhibit 3 - Automatic Payment Authorization

In this Automatic Payment Authorization (this "Authorization"), "you", "your" refer to the Consumer(s) who signed the Agreement and who individually or collectively own(s) the Payment Account.

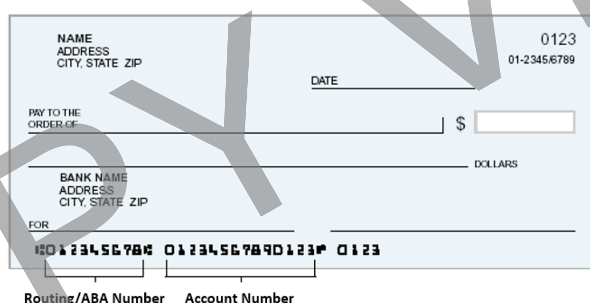
You may elect having your Monthly Payments under the Agreement made automatically from either (a) recurring ACH charges to your Bank Account at your Financial Institution noted below or (b) recurring charges to a Debit Card or Credit Card Account. This Authorization allows preauthorized payments from your designated Bank Account (each a "Payment Account") to GoodLeap, LLC or its designees ("GoodLeap").

Automatic Payments for your Monthly Payment(s) via recurring ACH charges to your Bank Account shall receive a $10.00 discount as noted in **Exhibit 9**. It is your responsibility to ensure that recurring automatic payment has been setup properly with your Bank Account or you may not be eligible for the autopay discount noted in **Exhibit 9**.

Automatic Payments for your Monthly Payment(s) via recurring charges to a Debit Card or Credit Card Account will NOT receive a $10.00 discount noted in **Exhibit 9**. **A 2% credit card fee may be applied to all credit card transactions where allowable by law. ACH, check, and debit card transactions are not subject to a surcharge.**

By signing this Authorization, you agree to the following terms:

[X] **Payment by Autopay (ACH):** I authorize GoodLeap to automatically withdraw funds from my Bank Account (below) through an automated clearing house transfer in order to make my Monthly Payment(s) required by the Agreement. I agree to keep enough available funds in the Bank Account on the Monthly Payment due date so that the payment can be made in the required amount.



Bank/Credit Union Name Bank of America

Routing / ABA Number ********* Bank Account Number ************

Payment by Debit Card or Credit Card. As an alternative to Payment by Autopay (ACH), you will receive instructions on how to setup Monthly Payment(s) via Debit Card or Credit Card after the installation of your System. If you elect to make your Monthly Payments by Debit Card or Credit Card, you agree to keep enough available credit or enough available funds, as applicable, in the Card Account on the Monthly Payment due date so that the payment can be made in the required amount.

You certify that you are the owner or a joint owner of the above referenced Payment Account. If any Payment Account information changes, you will notify GoodLeap by calling us at 1-800-345-9372 at least five (5) business days prior to the next scheduled Monthly Payment.

You acknowledge that GoodLeap reserves the right to change the terms and conditions of this Authorization upon prior notice to you. Notice may be provided with your periodic bill or by other methods.

If the Monthly Payment due date falls on a Saturday, Sunday, or holiday, your Payment by Autopay (ACH) or your Payment by Card Account (each such payment, your "Automatic Payment") will be deducted on the next business day and GoodLeap will credit such payment as if it had been received on the Monthly Payment due date. If your Automatic Payment is not made on the

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first day a Monthly Payment is due for whatever reason, GoodLeap will deduct the Monthly Payment on the next day that GoodLeap processes such payments, or as soon thereafter as practicable.

Your Automatic Payment amount will be equal to the Monthly Payment due in any given month consistent with the terms of your Agreement and will continue until the end of the Term of the Agreement or you cancel this authorization. You will receive prior notice of Automatic Payments that vary from the Monthly Payment amount in the Agreement.

GoodLeap is not responsible for any charges related to accepted, rejected or dishonored Automatic Payments. We may reinitiate any unsuccessful Automatic Payment up to two (2) times, until it is successful. You further authorize us to correct any erroneous transactions with credits or debits to your Payment Account, if necessary.

You may cancel this Authorization at any time by either (1) paying the entire amount due under your Agreement, (2) sending written notice to us at 8781 Sierra College Blvd, Roseville, CA 95661, or (3) calling 1-800-345-9372. It may take up to three (3) business days for the cancellation to take effect.

Unless you have paid the entire amount due under the Agreement, cancelling Autopay does not terminate or relieve you of making all your Monthly Payments on time each month. In addition, each payment of your Monthly Payment by methods other than Automatic Payment via your Bank Account will not be eligible for the Monthly Payment discount of $10.00.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE PAYMENT ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DEBIT CARD OR CREDIT CARD ACCOUNT INFORMATION.

PLEASE KEEP A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS.

Consumer 1 Signature: Signed by: Andrew Martinez E26CB7C80ACF4C6... **Date:** Sep 5, 2025

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Exhibit 4 - Installation and Access Agreement

This INSTALLATION AND ACCESS AGREEMENT (this "Installation Agreement") is entered into by and between the undersigned Consumer 1 and Consumer 2 (if any) (each and collectively, "You," "Your" or "Consumer") and Paxton Energy Holdings, 1124277 ("Installer", "It", "Its"), as of the date signed by Consumer below. All terms set forth in this Installation Agreement shall have the meanings provided in the Agreement with respect to Account Number 25-44-016479 signed on Sep 5, 2025 (the "Agreement") by and between Owner and GoodLeap, LLC ("GoodLeap").

1. **INSTALLATION.** You and Installer acknowledge and agree that the solar panel system (the "System") to be installed at the System Installation Address (the "Home") will be designed, procured, constructed, installed, tested and interconnected by Installer (the "Installation") on or around the date indicated below.
   a. **System Installation Address:** 23560 Tussing Ranch Rd Apple Valley CA, 92308
   b. **Estimated Installation Completion Date:** 11/4/2025

2. **YOUR OBLIGATIONS**
   a. **Payments:** You agree to pay Installer $0.00 for the Installation of goods and services purchased in connection with this Installation Agreement. Unless you enter into an agreement for Excluded Services (discussed in Sections 5 and 6 below), you have no other payment obligations under this Installation Agreement.

      REVIEW YOUR AGREEMENT WITH GOODLEAP FOR INFORMATION ON YOUR PAYMENT OBLIGATIONS WHICH BEGIN AFTER INSTALLATION OF THE SYSTEM (INCLUDING MONTHLY PAYMENTS AND ANY SYSTEM PURCHASE).
   b. **Access.** You agree to grant Installer and its contractors and agents reasonable access to the Home and cooperate with Installer for the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to your electric system.
   c. **Permitting.** You agree to cooperate with Installer and assist in obtaining any permits needed, including any documentation related to net metering.
   d. **Consents.** You agree to obtain any consent of a third-party required for the Installation, such as a homeowner's association. Installer will provide reasonable assistance to assist you in obtaining any required third-party consent.
   e. **Authorizations.** You agree to allow Installer to connect the System to your local electric utility grid and provide all necessary authorizations for such interconnection.

3. **INSTALLER'S OBLIGATIONS**
   a. **Pre-Installation Inspection.** Installer's obligation to install the System as provided for in the Installation Agreement is conditioned on the completion of a thorough and satisfactory physical inspection of your Home and other due diligence to confirm the suitability of your Home for the construction, installation and operation of the System.
   b. **Installation, Insurance and Liability.** Installer agrees to:
      i. Schedule the Installation of the System at a mutually convenient date and time.
      ii. Construct the System according to written plans you review.
      iii. Notify you if the System design must be changed so that you can review any such changes and, if necessary, confirm your signed agreement to material changes through a Change Order amendment to the Agreement and this Installation Agreement. Material change does not include substitution of Equipment as described in Section 3 of the Agreement.
      iv. Give you reasonable notice when Installer or its contractors need to access the System and/or your Home.
      v. Keep your Home reasonably free from waste materials or rubbish caused by Installer or its contractors' activities during the Installation process.
      vi. Remove all of Installer's or its contractor's tools, construction/installation equipment, machinery, waste materials and rubbish from and around your Home prior to utility approval of the System.

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vii. Guarantee that any roof penetrations made for the System shall be completely weather-tight for the period of ten (10) years from the Activation Date.

viii. Return your Home to a pre-installation condition at the completion of Installation, excluding normal wear and tear.

ix. Carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of an Installer's insurance coverage.

x. Be solely responsible for damage caused to your Home, property of third parties, or bodily injury arising from the Installation caused by Installer or its agents.

4. <u>GOODLEAP'S PURCHASE OF THE SYSTEM</u>

a. Installer is not in the business of owning solar panel systems. Because you have entered into the Agreement which relates to the System, the electrical power generated by the System and Monthly Payments therefor (and other rights and obligations), GoodLeap has agreed to purchase the System from Installer, subject to certain conditions noted below.

b. If the System is not installed to GoodLeap's satisfaction within one hundred and eighty (180) calendar days (except for certain Force Majeure exceptions determined by GoodLeap) after GoodLeap's execution of the Agreement, GoodLeap may decline to purchase the System and Installer shall thereafter be solely responsible for either:

i. Finding a different purchaser for the System or

ii. Ensuring that the System or any part thereof is removed from your Home and that your Home is returned to a pre-installation condition excluding normal wear and tear. You agree to grant Installer reasonable access to your Home to remove the System in such circumstances.

5. <u>SERVICES NOT INCLUDED IN THE INSTALLATION.</u> To the extent permitted by applicable law, this Installation Agreement does not include an obligation by Installer to:

a. Remove or dispose of any hazardous substances that currently exist on at your Home;

b. Improve the construction of the roof of your Home to support the System;

c. Remove or replace existing rot, rust or insect-infested structures;

d. Provide structural framing for any part of your Home;

e. Pay for or correct construction errors, omissions or deficiencies by you or other contractors engaged by you;

f. Pay for, remove or remediate mold, fungus, mildew or organic pathogens;

g. Upgrade your existing electrical service;

h. Install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors because of the System installation;

i. Pay for the removal or re-location of equipment, obstacles or vegetation near the System;

j. Pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes costs to attend any public hearings, notification of neighbors or additional drawings required);

k. Paint electrical boxes or conduit at your Home; or

l. Move items unassociated with the System around your Home.

6. <u>PERFORMANCE OF EXCLUDED SERVICES.</u> If an obligation listed as an exclusion in Section 5 (an "Excluded Service") must be performed to properly complete the installation of the System:

a. <u>Proposal.</u> Installer will promptly notify you of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to you for Installer to perform such Excluded Services.

b. <u>Your Obligation.</u> You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer's Installation schedule.

7. <u>NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.</u> 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 the schedule of progress payments. You may not require Installer to perform the Order work

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without providing written authorization prior to the commencement of work covered by the Order. Installer may not enforce an Order against You unless the Order also identifies all of the following in writing prior to the commencement of work covered by the Order:

a. The scope of work encompassed by the Order;

b. The amount to be added or subtracted from the Agreement; and

c. The effect the Order will have the schedule of progress payments.

Installer's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

8. **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 CSLB's 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.

9. **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.

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10. INSURANCE

Commercial General Liability Insurance (CGL).

[ ] This Contractor does not carry commercial general liability insurance.

[X] This Contractor carries commercial general liability insurance written by Kinsale Insurance Company. You may call Company at (804) 289-1300 to check the Contractor's insurance coverage.

Workers' Compensation Insurance

[ ] This Contractor has no employees and is exempt from workers' compensation requirements.

[X] This Contractor carries workers' compensation insurance for all employees.

11. NOTICE OF CANCELLATION. You have a right to cancel this Installation Agreement by using the written statutorily-mandated Notice of Cancellation included as **Exhibit 1** to the Agreement within five (5) business days of the date you signed. Your cancellation of this Installation Agreement will also cancel the Agreement with GoodLeap.

12. CONFLICTS. In the event of any conflict between the terms of this Installation Agreement and any other agreement between you and Installer, the terms of this Installation Agreement shall control.

13. MISCELLANEOUS PROVISIONS

a. **Ownership and Authority.** You represent and warrant that you are an owner of the Home signing for yourself and on behalf and with the consent and authorization of all Owners of the Home; a trustee of the Trust which owns the Home; or an attorney in fact or agent authorized under a written power of attorney to sign on behalf of the Owners of the Home.

b. **Concealed Conditions.** To the best of your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Home to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.

c. **Roof Warranty.** If the Installation is to a roof, you acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.

14. TERM AND TERMINATION. This Installation Agreement shall continue in full force and effect until terminated by Installer with or without cause, effective upon written notice to you. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Installer's indemnity, removal and clean-up obligations, and Installer's liability for damages as set forth in Section 3 of this Installation Agreement.

15. NOTICE OF RIGHT TO CANCEL

YOU MAY CANCEL THIS INSTALLATION AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE FIFTH (5th) BUSINESS DAY AFTER THE DATE YOU SIGN THIS INSTALLATION AGREEMENT. SEE THE NOTICE OF CANCELLATION FORM ATTACHED TO THE AGREEMENT AS **EXHIBIT 1** FOR AN EXPLANATION OF THIS RIGHT.

Installer and Consumer 1 and Consumer 2 (if any) acknowledge that they have read and agree to the provisions in this Installation Agreement.

DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES.

Consumer 1 Signature: Signed by: Andrew Martinez E26CB7C80ACF4C6... **Date:** Sep 5, 2025

Installer Signature: /s/ Alex Lee **Date:** Sep 5, 2025

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Exhibit 5 - Data Usage and Disclosure

1. **DATA USAGE.** We may use Data for the following purposes (in each case to the extent permitted by law):
   - **a.** To operate, maintain, provide, and enhance the Solar System;
   - **b.** For our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings;
   - **c.** To customize content and communications we may provide to you; and
   - **d.** For other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).
2. **DATA DISCLOSURE.** We will not disclose any Data other than in the following circumstances:
   - **a.** Where the Data does not contain personally identifiable information (including where Data has been deidentified);
   - **b.** In order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us);
   - **c.** If required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies;
   - **d.** If we believe, in good faith, disclosure is appropriate or necessary to:
     - i. Take precautions against liability,
     - ii. Protect us or others from fraudulent, abusive, or unlawful uses or activity,
     - iii. Investigate or defend against any third-party claims or allegations,
     - iv. Protect the security or integrity of our services and any facilities or equipment used to make our service available, or
     - v. Protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others;
   - **e.** To our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers;
   - **f.** Disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use Data only for the purposes for which we disclose such Data to them; and
   - **g.** For any purpose for which you have provided your express consent.

Your initial(s) below indicate that you have read, understood, and accept the provisions set forth in this **Exhibit 5**.

Consumer 1 Initials Initial aM

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Exhibit 6 - Battery Information

1. **INTRODUCTION.** Your System is equipped with one or more batteries (the "EnergyShift Battery") that is intended to optimize when solar power is used based on when rates are highest. The EnergyShift Battery will always be set up to draw charge from the System or the utility grid. GoodLeap will control and optimize the System's activities with the intention of generating incremental savings and value.

   YOUR SYSTEM AND THE ENERGYSHIFT BATTERY WILL NOT PROVIDE BACKUP POWER TO YOUR HOME IN THE EVENT OF A BLACKOUT

2. **ENERGY MANAGEMENT PROGRAMS.** Depending on where you live and the System, you may qualify to participate in programs designed to reduce your electricity costs or to maintain the reliability of your local electrical grid ("Energy Management Programs"). In these Energy Management Programs, a portion of the energy produced and/or stored by the System may be sent back into your local electrical grid to improve efficiency and/or reliability.

   You give GoodLeap the sole right to optimize the EnergyShift Battery, which allows us to further reduce your electricity costs, and/or enroll the System in Energy Management Programs, at our sole discretion. In exchange for your permission to manage the EnergyShift Battery and your participation in these Energy Management Programs, you may be directly compensated either by the utility or by GoodLeap. GoodLeap may enroll the System and EnergyShift Battery in one or more Energy Management Programs in your location. Participation in these optimization services may remain in effect for the duration of the Agreement.

3. **INFORMATION AND LIMITATIONS.**
   a. From time-to-time, GoodLeap might provide instructions, ask you for information, or change the settings on the EnergyShift Battery to keep working properly.
   b. The EnergyShift Battery will not function in the event of an electrical outage.
   c. We expressly forbid you from tampering with the EnergyShift Battery or settings to back up any life-dependent or life-critical medical devices with the EnergyShift Battery. If you do so, you take all liability and associated risk, which may include serious injury or death.
   d. Under normal conditions of use, the EnergyShift Battery should pose no danger to you or your Home. If mishandled, the EnergyShift Battery may become dangerous and could pose dangers to persons and property.

   IF YOU HAVE CRITICAL MEDICAL EQUIPMENT ELECTRICITY NEEDS DURING AN ELECTRICITY OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

   YOU ACKNOWLEDGE AND AGREE THAT YOUR SYSTEM WILL NOT PROVIDE BACKUP POWER.

4. **YOUR OBLIGATIONS.**
   a. GoodLeap will have the right to remotely monitor, update, control, and cause energy to be discharged or reserved from and in the EnergyShift Battery, at any time and in GoodLeap's sole discretion and without notice, for the purposes of increasing your energy savings.
   b. You are not authorized to change the EnergyShift Battery or attempt to do so.
   c. You will not connect any other power generation or energy storage resource (including any backup systems) to your gas, gasoline, propane or liquefied petroleum gas.

Your initial(s) below indicated that you have read, understood, and accept the provisions set forth in this **Exhibit 6**.

Consumer 1 Initials Initial aM

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Exhibit 7 - Privacy Policy and Information Sharing Notice

Privacy Policy: We take our responsibility to protect the privacy and confidentiality of customer information seriously. We maintain safeguards that comply with federal standards to secure and protect your information. This policy applies to consumers who are current or former customers of GoodLeap, LLC ("GoodLeap"). We gather information from your application, when you make a payment, consumer credit reporting agencies, public sources, and other data sources. We may only disclose this data as permitted by law. We may provide your information without your consent to regulatory or law enforcement agencies as permitted by law.

Information Sharing and Opt-Out: Financial companies choose how they share your personal information. Federal law gives you the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. For additional information visit: http://www.goodleap.com/privacy.html.

The types of personal information we collect and share include, but aren't limited to:

- Account Balances and Payment History
- Social Security Number and Income
- Address
- Bank Account Information
- Credit History and Scores
- Phone Numbers

All financial companies need to share customers' personal information to conduct their everyday business. In the section below, we list the reasons companies can share their customers' information; the reason we share this information; and whether you can limit this sharing. If you have any questions please call (877) 290-9991.

Reasons we share your information	Do we share this information?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account, respond to court orders and legal investigations, or report to the credit bureaus	YES	NO
For our own marketing purposes to offer products and services to you	YES	NO
For joint marketing with other financial companies – to offer other services to you	YES	NO
For our affiliates everyday business purposes – information about your transactions and experiences	NO	NA
For our affiliates everyday business purposes – information about your creditworthiness	NO	NA
For our affiliates to market to you	NO	NA
For non-affiliates to market to you	NO	NA

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How does GoodLeap protect my personal information?	To protect your information from unauthorized access and use, we use security measures that comply with federal law. These include computer safeguards and secured files and buildings.
How does GoodLeap collect my personal information?	When you apply for a loan or make a payment. We also collect information from other data providers such as credit bureaus.
Why can't I limit all sharing?	Federal law gives you the right to limit only: - Sharing for affiliates' business purposes – info about your creditworthiness - Affiliates from using your information to market to you - Sharing with non- affiliates to market to you
Affiliates	Companies related by common ownership
Non-Affiliates	Companies not related by ownership or control. Non-affiliates we can share with include other financial services companies or non-financial services companies.
Joint Marketing	A formal agreement between non-affiliated companies to market to you

For CA and VT residents only: Under California and Vermont law we will not share information we collect about you with companies outside of GoodLeap unless the law allows.

EXPRESS WRITTEN CONSENT TO COMMUNICATE OR CALL VIA CELL PHONE OR OTHER MEANS

We take your privacy seriously. By signing this document, you are providing express written consent for GoodLeap, LLC ("GoodLeap") or companies working on our behalf to call you (including through automated means: e.g. autodialing, text, and pre-recorded messaging) via telephone, mobile device or cell phone (including SMS and MMS) and/or via email, even if your telephone number is currently listed on any state, federal, or national Do-Not-Call (DNC) list.

Consent is not required to conduct business with GoodLeap and this consent can be withdrawn at any time by calling (877) 290-9991 or requesting by mail at GoodLeap: 8781 Sierra College Blvd, Roseville, CA 95661. If you withdraw your consent you will be put on GoodLeap's internal Do-Not-Call list.

For NV residents only: We are providing this notice under state law. You may be placed on our internal Do-Not-Call list by calling (877) 290-9991. Nevada asks us to provide their contact information. Office Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St. Suite 3900, Las Vegas, NV 89101. Phone: (702) 486-3132; Email: bcinfo@ag.state.nv.us

Consumer 1 Signature: Signed by: Andrew Martinez E26CB7C80ACF4C6... **Date:** Sep 5, 2025

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OPTIONAL OPT OUT OF CREDIT BUREAUS FROM SHARING PERSONAL INFORMATION FOR PRESCREENED OFFERS

I understand that I have the ability to opt out of credit bureaus providing my personal information to third parties, including other lenders for prescreened offers, when my credit is pulled. Below, I select whether I would like GoodLeap to opt out from prescreened offers on my behalf. Whether or not I choose opt out **WILL NOT HAVE ANY IMPACT ON MY CREDIT APPLICATION WITH GOODLEAP**. This voluntary opt out will be effective for five (5) years from the date of this election. At any time, I/we may opt-in to again receive prescreened offers of credit or insurance at the website: www.optoutprescreen.com.

[X] I/we AUTHORIZE GoodLeap to utilize my/our information to opt-out from credit bureaus from providing my personal information to third parties for prescreened firm offers of credit or insurance on my/our behalf through the website: www.optoutprescreen.com upon loan funding.

[ ] I/we DO NOT AUTHORIZE GoodLeap to utilize my/our information to opt-out from credit bureaus from providing my personal information to third parties for prescreened firm offers of credit or insurance on my/our behalf through the website: www.optoutprescreen.com upon loan funding.

Consumer 1 Signature: Signed by: Andrew Martinez E26CB7C80ACF4C6... **Date:** Sep 5, 2025

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Exhibit 8 - Performance Guarantee

Year	Credit per kWh if Guaranteed Solar Production is not met	Guaranteed Solar Production (kwh)
2	$0.194	22405
4	$0.208	22182
6	$0.223	21961
8	$0.239	21741
10	$0.257	21524
12	$0.275	21309
14	$0.296	21097
16	$0.317	20886
18	$0.340	20678
20	$0.365	20472
22	$0.392	20267
24	$0.421	20066
25	$0.443	9958

*Credit per kWh will be equal to the average Cost per kWh for the applicable 24-month period prior to calculation of any Credit.

For example, the Year 2 Credit will be based upon the average Cost per kWh during Year 1 and Year 2. So, if the Cost per kWh was $0.150 in Year 1 and the Cost per kWh was $0.170 during Year 2, then the "Year 2" Credit would be $0.160.

Consumer 1 Initials Initial aM

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Exhibit 9 - Monthly Payments; Prepayment and Buyout Price

Year	Monthly Payment with ACH Autopay Discount (including annual increase)	Monthly Payment without ACH Autopay Discount (including annual increase)
1	$209.20	$219.20
2	$216.71	$226.71
3	$224.49	$234.49
4	$232.55	$242.55
5	$240.89	$250.89
6	$249.54	$259.54
7	$258.50	$268.50
8	$267.78	$277.78
9	$277.39	$287.39
10	$287.35	$297.35
11	$297.67	$307.67
12	$308.35	$318.35
13	$319.42	$329.42
14	$330.89	$340.89
15	$342.77	$352.77
16	$355.08	$365.08
17	$367.82	$377.82
18	$381.03	$391.03
19	$394.71	$404.71
20	$408.88	$418.88
21	$423.56	$433.56
22	$438.76	$448.76
23	$454.51	$464.51
24	$470.83	$480.83
25	$487.73	$497.73

* Monthly Payment(s) amounts do NOT include taxes.

Your first Monthly Payment is due on the first day of the first full calendar month following the Activation Date. After your first Monthly Payment, subsequent Monthly Payments are due on the same day of the calendar month as the date of your first Monthly Payment.

If your Activation Date is on the 29th, 30th, or 31st day of the Month, your first Monthly Payment is due on the 1st day of the second calendar month following the Activation Date.

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Year	Prepayment Price*	Buyout Price**
1	$53,614.27	N/A
2	$53,659.11	N/A
3	$53,611.56	N/A
4	$53,463.60	N/A
5	$53,206.71	N/A
6	$52,831.77	$52,831.77
7	$52,329.13	$52,329.13
8	$51,688.47	$51,688.47
9	$50,898.86	$50,898.86
10	$49,948.64	$49,948.64
11	$48,825.43	$48,825.43
12	$47,516.08	$47,516.08
13	$46,006.61	$46,006.61
14	$44,282.18	$44,282.18
15	$42,327.05	$42,327.05
16	$40,124.47	$40,124.47
17	$37,656.73	$37,656.73
18	$34,904.98	$34,904.98
19	$31,849.27	$31,849.27
20	$28,468.42	$28,468.42
21	$24,739.98	$24,739.98
22	$20,640.16	$20,640.16
23	$16,143.77	$16,143.77
24	$11,224.07	$11,224.07
25	$5,852.81	$5,852.81

* Prepayment Price and Buyout Price amounts do NOT include taxes.

** See **Exhibit 2** for details on how purchasing the System will impact your Limited Warranties.

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Exhibit 10 - State specific disclosures

1. YOU ARE ENTERING INTO AN AGREEMENT TO LEASE A SOLAR ELECTRICITY GENERATING SYSTEM TO BE INSTALLED ON YOUR PROPERTY. YOU WILL NOT OWN THE SYSTEM INSTALLED ON YOUR PROPERTY. YOU ARE RESPONSIBLE FOR PROPERTY TAXES ON PROPERTY YOU OWN. CONSULT A TAX PROFESSIONAL TO UNDERSTAND ANY TAX LIABILITY THAT MAY RESULT FROM THE LEASE.
2. NOTE: It is important to understand that future electric utility rates are estimates only. Your future electric utility rates and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Agreement carefully for more details.
3. Approximate Start Date: 5 business days from the date the agreement is signed.
4. Independent Solar Energy Producer Disclosure:
   a. We estimate that this System will produce 13212.423 kWh per year.
   b. Your initial Electricity Rate per kilowatt-hour (kWh) is $0.190 (without taxes). Your Monthly Payment is equal to the estimated annual amount of System generated electricity times the Electricity Rate divided by 12 months. The Monthly Payment, excluding taxes, will increase 3.59% per year during the Term. The first Electricity Rate increase will occur with your 13th Monthly Payment.
   c. You agree that you will not make any modification, improvements, or other changes or additions to the System. We agree to operate and maintain the System in good operating condition at our cost and expense.
   d. If you sell your Home during the Term of the Agreement you can do any of the following, as long as you give us at least 30 days' notice, and not more than 3 months' notice:
      i. Transfer this Agreement and the Monthly Payment obligation to the persons buying your Home. The buyer may be required to pay a fee of up to $250 in connection with this transfer;
      ii. Purchase the System for the price set forth in **Exhibit 9**; or
      iii. Prepay this Agreement for the price set forth in **Exhibit 9** and have the persons buying your Home sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this Agreement.
   e. Three months prior to the end of the term of your Agreement we will send you a Notice of Your End of Term Options. When the term of your Agreement ends you may:
      i. Do nothing, in which case your agreement will automatically renew on an annual basis for up to ten years until you tell us that you do not want to renew or we send you a notice terminating the agreement;
      ii. Renew your agreement for up to two five year terms by completing and returning the renewal agreement included in your Notice of Your End of Term Options;
      iii. Purchase the System; or
      iv. Notify us that you do not wish to renew this Agreement or purchase the System, in which event we will remove the System from your Home at no cost to you (unless you are in default).
5. Home Improvement Salesperson Contact Information:
   a. Name: Andrew Garcia
   b. Home Improvement Sales license number: 140207
   c. Phone: (818) 266-0477
   d. Email: info@collectivesolar.io

This is a summary of some of your rights under the Agreement. See your Agreement for more information.

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