

## **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: \$ 0.290 per kWh for the power produced, with an annual increase of 3.50 %; \$0.00 as an Upfront payment before installation; \$0 due at installation.**

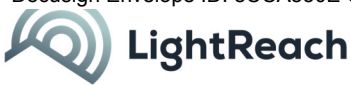
**To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at [www.cslb.ca.gov](http://www.cslb.ca.gov) (search: "complaint form"), by telephone at 800-321-CSLB (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 Ten-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.**

### **Ten-Day Right to Cancel**

**You, the buyer, have the right to cancel this contract within Ten (10) 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 Tenth (10<sup>th</sup>) 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.*



Customer Name & Address

XXXXXX

907 West Olive

Avenue

92373

Installation Location

907 West Olive

Avenue

Redlands, CA

92373

Date

June 17, 2025

This page contains a summary of the core PPA terms.

**This document is only a summary, not a binding contract. The full terms and conditions are contained in the PPA itself, and they prevail over this summary.**

|                                            |                         |                                   |                 |
|--------------------------------------------|-------------------------|-----------------------------------|-----------------|
| <b>\$ 0.00</b>                             | <b>\$ 0.290</b>         | <b>\$ 188.09</b>                  | <b>25 Years</b> |
| Amount due at contract signing and install | Rate per kWh – Year One | Monthly Payment Amount – Year One | Agreement Term  |

LightReach Promise

1. LightReach and/or our Certified Installer agrees to install a 5.925 kW DC solar system on your home.
2. LightReach and/or our Certified Installer estimate the system will produce 7,783 kWh in first year of operation.
3. There are no upfront fees. You do not pay any equipment or installation costs. We do.
4. LightReach owns the system, and you are agreeing to purchase the power it generates at a predictable and transparent rate.
5. LightReach will charge you an initial rate of \$ 0.290 per kWh.
6. Your initial LightReach Predictable Payment Monthly Bill will be \$ 188.09 per month.
7. If the system does not produce as expected, LightReach has a performance guarantee and will credit you the difference at your per kWh rate (See Exhibit G).
8. Your PPA starts on the Interconnection Date (when your utility grants permission to operate the system, often also called activation or permission to operate).
9. The kWh rate you pay LightReach will rise 3.50 % per year for the Term of the Agreement (See Exhibit F).
10. Your *Predictable Payment* Monthly Bill will therefore rise at the same annual rate (See Exhibit F).
11. The term of this Agreement is (25) years.
12. LightReach and/or our Certified Installer will acquire all necessary permits and approvals for safe installation and utility interconnection.
13. LightReach and/or our Certified Installer will engineer and procure equipment in accordance with all applicable building codes and standards for your State and local jurisdiction.
14. LightReach and/or our Certified Installer warrants, insures, and repairs the system at no additional cost to you throughout the term.

You Agree

1. You have the right to cancel this Agreement within (10) days after the Effective Date of this Agreement.
2. The solar system is owned and operated by LightReach. You cannot claim the system as yours for any purpose.
3. To return any documents we send you for e-signature, such as permit and utility application forms, within (7) days of receiving them.
4. To be responsible for any conditions at your Property that might disrupt a safe and efficient installation.
5. To be reasonably available to schedule site visits, installation, and inspection appointments.
6. Once the system is operating, you will receive two monthly electricity bills: one from your electric utility company Southern California Edison and one from LightReach.
7. The solar system will provide power to offset household usage, but you may still incur monthly fixed or excess charges from my electric utility.
8. You can transfer the PPA to a new homeowner, by informing LightReach and having a new homeowner complete a credit check and a transfer assignment.
9. You cannot remove, modify, or perform maintenance to the system without explicit authorization from LightReach.
10. You agree not to do anything to the property that would damage or otherwise obstruct the system's performance.
11. To maintain and make available a functioning internet connection.





- Exhibit F Predictable Payment PPA Rate Statement & Monthly Payment Schedule
- Exhibit G Performance and Production Guarantee
- Exhibit H Additional Products

**This Agreement is a legally binding agreement, so please read everything carefully including all of the Exhibits.**



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## 1. INTRODUCTION

This Power Purchase Agreement (the "Agreement" or "PPA") is entered into by and between you ("Customer" or "homeowner" or "you") and Palmetto Solar, LLC, DBA LightReach, together with its successors and Assignees, as of the Effective Date for the sale and purchase of all electric energy generated by the System to be installed on or at your Home. LightReach agrees to sell to you, and you agree to buy from LightReach, all of the power produced by the System on the terms and conditions described in this Power Purchase Agreement.

LightReach or its Certified Installer will coordinate development and installation of the System at the Installation Location listed on the previous page, which address will be referred to herein as the "Property" or your "Home." LightReach provides you with a Limited Warranty for the System which is attached as Exhibit B (Limited Warranty).

You acknowledge that you have received and reviewed all disclosure statements attached as Exhibit E (State-Specific Disclosure Statement).

Following the Effective Date, a representative of LightReach or its Certified Installer will contact you to verify your information. If you do not meet your contractual obligations under this Agreement, you may lose your rights to the System.

You may manage your obligations pursuant to this Agreement and communications with LightReach regarding this Agreement in LightReach's online customer portal, located at [golightreach.com/products/lightreach-app](http://golightreach.com/products/lightreach-app) (the "App" herein).

You may also contact LightReach via email at [help@GoLightReach.com](mailto:help@GoLightReach.com) with any questions regarding this Agreement.

**You are entitled to a completely filled in copy of this Agreement, signed by both you and LightReach before any work may be started.**

## 2. PPA TERM

LightReach agrees to sell you power generated by the System for a minimum of twenty-five (25) years following your Interconnection Date. We refer to this period of time as the "PPA Term." The PPA Term begins on the "Interconnection Date," which is the date that the System has been approved by your utility to be connected to the utility grid and begin generating power. LightReach or its Certified Installer will notify you of your Interconnection Date.

### **Approximate Start Date.**

The installation work to be performed by LightReach or its Certified Installer pursuant to this Agreement shall commence (the "Commencement Date") within thirty (30) business days from the date that is the later of the date on which (a) all permits have been issued; (b) any required homeowner's association approval letter has been received, or (c) all materials have been delivered to the site.

### **Approximate Interconnection Date.**

All work to install the System shall be completed as soon as possible after but in no event more than three (3) months from the Commencement Date, subject to any applicable amendments to this Agreement. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of LightReach and/or its subcontractors. These factors include the process for obtaining approvals for utility interconnection, approval for parallel operation by the applicable public utility, any applications for any Tax Credits as defined in Section 4 below, and/ or compliance with any applicable statute, regulation, permit, restriction, tariff, by-law (zoning or otherwise), guideline, injunction, or judgment enforced by any applicable authority (the "Applicable Laws"). The installation shall be deemed completed upon the date the System is connected to the electrical grid and approved to begin generating power ("Interconnection Date").

## 3. SYSTEM DESCRIPTION; ADDITIONAL PRODUCTS (IF ANY)

**Estimated Solar System Size:** 5.925 kW DC

### **Equipment Description:**

Micro inverter, string inverter, or optimized string inverter

High-efficiency all-black solar panels



Racking and balance of materials required for installation

Your inverter type may be a micro inverter, string inverter, or optimized string inverter. Your inverter system may be from any LightReach-approved manufacturer (including, but not limited to, Enphase, SolarEdge, Tesla or equivalent approved inverter). Your panels may be from any LightReach-approved manufacturer (including, but not limited to, Canadian Solar, Q Cell (Hanwha), Trina, LG Electronics, Silfab, ET Solar, REC, URECO, Yingli, Panasonic, Mission, Jinko, and VSUN).

LightReach and its Certified Installer may substitute equipment depending upon availability and may change its list of approved manufacturers from time to time. Should a substitution of manufacturer materially change the production or cost of the System, either party may exercise the options to terminate this Agreement pursuant to Section 6 below. YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.

**Additional Products:** This Agreement   X   DOES /        DOES NOT include additional products described in Exhibit H hereto (the "Additional Products").

LightReach or its Certified Installer may administer and operate the System, including any Additional Products, to optimize your Home's energy production and consumption, and for the purpose of demand response or other utility-based programs designed to reduce your utility costs or maintain the reliability of the local electrical grid.

If such Additional Products include one or more batteries, the following terms apply:

For each battery, the System will contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of battery charge. Each battery will draw its charge from the System, providing backup power within the limits of the System. Each battery will power its designated circuits only and not your entire Home. You will ensure battery settings are set to draw charge from the System, and you will be responsible for damage caused due to backing up more loads than have been approved by LightReach and/or changing settings from initial installation. LightReach is not responsible for system failure caused by excessive loads.

LightReach will establish a reasonable reserve level for your battery (at minimum, 20% of the battery) so that your battery will always be charged at a specified minimum to allow you to obtain a certain amount of power in the event of an outage. While the battery may be useful to provide backup power during an outage, LIGHTREACH DOES NOT WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT LIGHTREACH IS NOT LIABLE IN THE EVENT THAT THE BATTERY DOES NOT PROVIDE BACKUP POWER FOR ANY REASON. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT DURING A POWER OUTAGE, BUT INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Please notify LightReach in the event your battery does not provide backup power during a power outage.

Under normal conditions of use, the battery should pose no danger to you. However, if the battery is mishandled, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property. YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY (USING GASOLINE, DIESEL, PROPANE, NATURAL GAS, OR LIQUIFIED PETROLEUM GAS).

By initialing below, you confirm you have read and accept the above terms and conditions regarding Additional Products.

Homeowner's Initials:  \_\_\_\_\_ Co- Homeowner's Initials: \_\_\_\_\_

**4. PPA PAYMENTS; AMOUNTS; PURCHASE, PREPAYMENT & RENEWAL**

**a. No Deposit**

There is no deposit for this Agreement.



## b. Pricing

- (i) **Power Price.** You are purchasing all of the power the System produces. During the first year of the term, the purchase price is \$ 0.290 per kWh. After the first year, the price per kWh will increase in accordance with Exhibit F (Predictable Payment PPA Rate Statement & Monthly Payment Schedule) which is attached and incorporated herein.
- (ii) **Payments.** Your "Monthly Payments" will be the product of (A) the annual price per kWh multiplied by (B) the estimated kWh output for the calendar year ("Estimated Annual Production") divided by (C) twelve (12) months, plus any applicable taxes.
- (iii) **Payment and Due Dates.** Your Monthly Payment (plus any sales tax, if applicable) will be due on the same day every month (the "Due Date"). Your first Due Date will be provided on your first invoice from LightReach, and will be approximately thirty (30) calendar days after the Interconnection Date (but no less than fifteen (15) calendar days following your receipt of invoice). If your Due Date falls on the twenty-ninth (29<sup>th</sup>) through thirty-first (31<sup>st</sup>) day of the month, it will be adjusted to be on the first (1<sup>st</sup>) day of the following month. Invoices for Monthly Payments will be provided on or around fifteen (15) calendar days prior to your Due Date each month. Automatic payments will be processed on your Due Date unless otherwise approved by LightReach.

Payments due upon installation, if any, are due immediately prior to commencement of installation. In this case, you will pay only the amounts listed in the key terms summary on page one of this Power Purchase Agreement.

- (iv) **Estimated Production.** If (A) you take some action that significantly reduces the output of the System; (B) you fail to adhere to your System, Home, and Property Maintenance obligations listed in Section 5; and your failure causes a reduction in the output of the System or (C) your System is not reporting production to LightReach (e.g. you have disconnected the System or the internet connection at your Home goes down on the reporting day), then LightReach will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production to LightReach, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to credit overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to LightReach's fault, or if it's due to grid failure or power outages caused by someone other than you. THE WARRANTY ATTACHED AND INCORPORATED HEREIN AS EXHIBIT G – PERFORMANCE AND PRODUCTION GUARANTY IS YOUR SOLE AND EXCLUSIVE REMEDY FOR YOUR SYSTEM'S FAILURE TO PRODUCE AN ADEQUATE AMOUNT OF ELECTRICITY. LIGHTREACH DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY INTERIM PERIODS BETWEEN EACH THIRTY-SIX (36) MONTH PRODUCTION GUARANTEE PERIOD OR THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING YOUR POWER FROM THE LOCAL UTILITY.
- (v) **Actual Annual Production.** If the Actual Annual Production is more than the Estimated Annual Production for the previous year, LightReach may, at its option, (A) apply the difference between the Actual Annual Production and the Estimated Annual Production to an Overestimate of Production for the current year or a subsequent year and/or (B) increase the Estimated Annual Production and the Monthly Payments for the current year and thereafter. You will have regular access to the System's production via your LightReach online account.

## c. Taxes

- (i) **Tax Payments.** If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed related to this Power Purchase Agreement, the System or the sale of electric energy (other than with respect to taxes on income from the System), you agree to pay the applicable taxes. Thus, if tax rates change, LightReach's electrical rate may change to reflect this rate change. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. If any such taxes are paid by LightReach, you agree to pay or reimburse LightReach for all such taxes, except to the extent that you are prohibited from doing so by applicable law.



- (ii) **Tax Credits.** The listed tax payments do not consider any applicable tax credits or incentives. You agree that any and all tax credits, incentives, capacity rights, rebates, renewable energy/ carbon credits, any credit compensation rates offered by any applicable authority, including, but not limited to, value of solar tariffs or net metering benefits, and/or any other applicable benefits to LightReach (the "Tax Credits") are exclusively the property of and the benefit of LightReach and its partners.

**d. Payment Method; Late Payment Interest**

The above-listed Monthly Payment amount assumes you will make automatic payments as described in Exhibit A (Electronic Funds Transfer or Credit Card Payment Authorization). If you pay by any method besides automatic payments, you will lose the discount for automatic payments and your Monthly Payment will be increased by fifteen dollars (\$15.00). If you pay by credit card, a pass through processing fee will be added to your Monthly Payment that is not for the benefit of Palmetto.

If you agree to ACH payments, you agree to pay LightReach all amounts owed pursuant to the Agreement via electronic funds transfer. You agree to sign the Electronic Funds Transfer or Credit Card Authorization attached as Exhibit A to this Agreement.

In the event you fail to timely pay amounts when due, you will be assessed a late payment fee of \$ 25 (or such lower amount as required by applicable law) per month beginning on the twentieth (20<sup>th</sup>) day after the date the payment was due and continuing until paid in full. Late payments hereunder may be reflected in your credit report.

**e. Purchase Request**

If you are not in default of this Agreement, you may request to purchase the System prior to the end of the PPA Term at the following times during the Initial Term:

- (i) Upon the fifth (5<sup>th</sup>) anniversary of the Interconnection Date;
- (ii) At any time after the fifth (5<sup>th</sup>) anniversary of the Interconnection Date; or
- (iii) If you sell the Home during the Initial Term.

In order for the purchase to occur you must (A) be in good standing under this Agreement, and (B) LightReach must agree to the purchase request.

In order to purchase the System, you must deliver a written notice to LightReach of your request to purchase within sixty (60) days of the applicable date and deliver payment to LightReach within thirty (30) days of receiving an invoice from LightReach for the purchase price. You agree to pay any applicable tax on the purchase price for the System. You also understand and agree to pay as invoiced any applicable personal property taxes on the System if you exercise your option to purchase the System.

The purchase price will be the fair market value ("FMV") of the System at the time of the purchase. LightReach will determine the FMV of the System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. This valuation will take into account the System's age, location, conditions, size, and other market characteristics such as equipment type, service costs, and value of electricity in your area, and any applicable incentives. LightReach will provide a Purchase Request Notice inclusive of estimated FMV purchase price at each year in the Initial Term. This notice will be delivered prior to the fifth (5<sup>th</sup>) anniversary of the Interconnection Date.

After you purchase the System, this Agreement will terminate and neither party will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, LightReach's maintenance and repair obligations under this Agreement will end unless you enter into a separate agreement with LightReach or its vendors and third parties to perform these services at your expense. If possible, LightReach will assign to you any equipment warranties still in effect for the System components. LightReach reserves the right to continue to measure the performance of the System after termination of the Agreement.



- f. Prepayment.** At any time, you may prepay all of the expected Monthly Payments you will owe LightReach during the remaining portion of the Term. The prepayment shall equal the remaining Monthly Payments for the current and remaining years of the Term, discounted by five percent (5%), as set forth as the "prepayment price" in Exhibit F (Predictable Payment PPA Rate Statement & Monthly Payment Schedule). LightReach's obligations under this PPA will not change if you make a prepayment pursuant to this Section, and you will remain responsible for all non-Monthly Payment obligations contained herein.

**Homeowner's Initials:**  **Co- Homeowner's Initials:** \_\_\_\_\_

**g. Renewal**

If you are in compliance with your PPA at the end of the Initial Term, the Agreement will be automatically renewed for an additional one (1) year term ("Renewal Term," collectively with the Initial Term, "Term") and is subject to the applicable rate structure described in Section 4. Unless otherwise terminated under the terms of this agreement, the Agreement will continue to automatically renew for additional one (1) year terms at the end of each Renewal Term.

LightReach will notify you sixty (60) days prior to the expiration of the initial term and provide renewal notice to include your end of term options. The renewal notices will give you the option to: (i) elect to renew the PPA for an additional five (5) year term at the rates specified in the renewal notice; (ii) elect to allow automatic renewal for a one (1) year term at the applicable rate structure described in Section 4; (iii) elect not to renew the PPA. If you do not respond to the renewal notices, this PPA shall continue to renew for additional one (1) year terms on the above described rate terms until notice of at least thirty (30) days prior to the expiration of the then current term that you do not wish to renew.

**Homeowner's Initials:**  **Co- Homeowner's Initials:** \_\_\_\_\_

YOU ATTEST THAT YOU HAVE REVIEWED THE ABOVE TERMS INCLUDING THE PURCHASE PRICE AND MONTHLY PAYMENT SCHEDULE AND AGREE TO THEM.

**Homeowner:** **Signed by:**   
 Signature: \_\_\_\_\_  
 Name:   
 Date: June 17, 2025

**Co-Homeowner (if any):**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



## 5. PPA OBLIGATIONS

### a. System, Home and Property Maintenance. You agree to:

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much exposure to sunlight as it did when it was installed;
- (iii) keep the panels and modules clear and protect the System from debris, animals, and infestation pursuant to the Limited Warranty;
- (iv) not modify your Home or landscaping in a way that shades the System;
- (v) be responsible for any conditions at your home that affect the installation, repair, and maintenance (e.g. blocking access to the roof or removing a tree that is in the way);
- (vi) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your home and roof for the System. You agree that LightReach and its Certified Installer are not responsible for any known or unknown property conditions;
- (vii) be responsible for compliance with all requirements, rules and regulations of any homeowner's association governing the Home. You agree that, in the event a homeowner's association denies an application or other document related to the System, and you direct LightReach or its Certified Installer to proceed despite such denial, you will be responsible for all responsibility relating to the homeowner's association (including verifying such responsibility upon request, in the form attached hereto as Exhibit D (HOA Release));
- (viii) not remove any markings or identification tags on the System;
- (ix) permit LightReach, its employees, agents, and contractors, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (x) use the System primarily for personal, family or household purposes, and not to heat a swimming pool;
- (xi) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xii) notify LightReach immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;
- (xiii) consent to, authorize, and direct LightReach access to use any data that may be obtained or generated by LightReach in operating the System for LightReach's business purposes;
- (xiv) consent to, authorize, and direct LightReach to disclose your data and personal information from the System to one or more third parties for LightReach's business purposes, including but not limited to sharing your personal information as necessary to qualify for Tax Credits;
- (xv) consent to, authorize, and direct LightReach and its subcontractors, vendors, and partners to access, use, and disclose data obtained or generated by LightReach in operating the System. This data includes but is not limited to, the production data of your System, energy usage patterns, and any other information that may be derived from the operation and monitoring of your System ('System Data'). You understand that this System Data may potentially be used in ways that could identify your home and energy usage trends. System Data may be used for LightReach's business purposes, including but not limited to optimizing system performance, understanding energy usage patterns, qualifying for Tax Credits, and improving services. System Data may also be shared with third parties, including but not limited to inverter manufacturers, Renewable Energy Certificate (REC) brokers, enterprise affiliates, or other similar partners, for the purposes of providing, improving, and facilitating services associated with your System;



- (xvi) authorize LightReach to utilize the electricity generated by the System to engage in any utility “demand response” and similar programs that set rules concerning solar and battery equipment like the System. These “demand response” and similar programs may maximize any Tax Credits and curtail load stress on the grid, including but not limited to time-of-use pricing, critical peak pricing, critical peak rebates, and variable peak pricing. Any such “demand response” grid services that are applicable to your System may be rendered and delivered as soon as service commences, and your execution of this Agreement also means that you, and we, are subject to those programs and requirements. We may manage the System’s “demand response” participation and compliance using a third-party vendor. LightReach will continue to comply with the terms and conditions set forth in this Agreement and the exhibits;
- (xvii) cooperate fully with LightReach’s and its Certified Installer’s efforts in seeking utility interconnection approval, parallel operation approval, and any net metering and/or Tax Credits. This duty to cooperate includes, but is not limited to, the duty to return signed any documents LightReach or its Certified Installer sends you for signature within seven (7) days of receiving them;
- (xviii) authorize LightReach to maintain control of the System and all applicable electrical panels and conduits on your Property for the purposes of working with a system operator or utility to facilitate interconnection to support LightReach’s application for Tax Credits;
- (xix) authorize LightReach or its Certified Installer to install critter guard to help protect the system from pests, animals, and infestation that can damage components of the system; and
- (xx) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within ninety (90) feet of the System’s AC/DC inverter(s).

Homeowner’s Initials:  \_\_\_\_\_

Co- Homeowner’s Initials: \_\_\_\_\_



**b. System Construction, Repair, Insurance, and LightReach Obligations.**

LightReach agrees (and, as applicable, agrees to cause our Certified Installer contractors) 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 that provides a detailed description of work to be done;
- (iii) provide you with a meter to accurately measure the amount of power the System delivers to you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes;
- (v) clean up after ourselves during the construction of the System;
- (vi) insure the System against all damage or loss unless (A) that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5; (B) that damage is caused by your gross negligence; or (C) you intentionally damage the System. Upon damage or destruction to the System, you will not be entitled to insurance proceeds. In cases where LightReach bears the risk of loss, your sole remedy shall be listed under Exhibit B (Limited Warranty);
- (vii) not be a loss payee (nor named insured) on the insurance policy covering your Home;
- (viii) be responsible for risk of loss or damage to the System unless (A) that damage or loss is caused by your gross negligence, (B) you intentionally damage the System, or (C) that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5;
- (ix) require its Certified Developers and Installers to maintain (A) workers compensation, subject to state statutory limits, (B) Employers liability, with a minimum of one million (\$1,000,000) dollars per occurrence; (C) Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate; (D) Commercial automobile liability, in force either for a Combined Single Limit or per accident and Property Damage limit of one million (\$1,000,000) dollars; (E) Any other insurance as required by applicable laws and regulations.
- (x) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (xi) not put a lien on your Home or Property; and
- (xii) install, operate and maintain the System in accordance with any Applicable Laws.

**c. System Installation & Interconnection Timeline**

Your System requires review and approval by your utility. Review and approval of your application may take 1-3 months or more to complete.

LightReach will work with you to complete this process as quickly as possible.

The utility review is dependent on several factors, some unbeknownst to LightReach and its Certified Installers and are subject to change. LightReach makes no representation or warranty as to the accuracy of any utility approval time length estimate. you expressly acknowledge that you did not rely on any express or implied representation made by LightReach of any approval time length estimate when executing this PPA take several months to complete the review of your application and complete Interconnection of your system.

By initialing below, you acknowledge that it may take several months to complete the review of your application and complete Interconnection of your system.

Homeowner's Initials: 

Co- Homeowner's Initials: \_\_\_\_\_

**d. Home Renovations or Repairs**

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System at your cost and pursuant to the Limited Warranty.

**e. No Alterations**

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action (such as modifying your Home or landscaping in a way that affects the System) that could void the Limited Warranty or alter the expected production the System without LightReach's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be LightReach's property.

**f. Access to the System**

You grant to LightReach and its employees, agents, and contractors a royalty-free license for the duration of this Agreement, to allow us to access the System from a public road or access route, including use of all of your ingress and egress rights to your Property and access to the roof, all electrical panels, and conduits, for the purpose of (i) installing, constructing, operating, 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; (ii) enforcing LightReach's rights as to this Agreement and the System; (iii) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (iv) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, monitoring, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Agreement expires or is terminated and the system is removed. LightReach shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

During the time that LightReach 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 the System is not a fixture, but LightReach has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

**g. Indemnity**

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

**h. Acknowledgement of PPA Payments**

The Monthly Payment set forth in Section 4 describes your Monthly Payment obligations under this Agreement.

YOU AGREE THAT YOUR OBLIGATION TO PAY ALL MONTHLY 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 BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6 AND 27, 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.

**i. Utility Service**

You agree to continue to subscribe to the utility service that you had at the time of entering into this Agreement and you agree to execute all documentation associated with that utility service. You agree to not alter or change your utility service without express written approval from LightReach. In the event LightReach notifies you that another utility service provides an alternative



electric utility rate plan more favorable for the System's production, you will review and (provided such rate plan does not materially alter your obligations) reasonably coordinate with LightReach to transfer your service to such rate plan.

**j. Supplemental Energy**

All electric energy made available by the System is for use at your Home pursuant to this Agreement. If at any time, you need more electricity than is being produced by the System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your utility.

**k. Credit Check**

LightReach may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from LightReach and other companies by calling toll-free 1-888-567-8688.

You authorize LightReach or its designee to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with LightReach's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

**6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM**

**a. LightReach's Obligation to Install and Sell Power**

LightReach's obligations to install the System and sell you power are conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical or virtual inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) completion of your credit check by LightReach or its designee as defined in Section 5(k) and confirmation that your credit check meets LightReach and any of LightReach financing partner's conditions;
- (iii) confirmation of any available Tax Credits and confirmation that LightReach will obtain all applicable Tax Credits;
- (iv) confirmation that your Property and the System will comply with any and all Applicable Laws; and
- (v) completion of any renovations, site improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree, roof repairs, or electrical service upgrades necessary to enable LightReach and its Certified Installers to safely install the System).

LightReach may terminate this Agreement without liability if, in its reasonable judgment, any of the above-listed conditions (i) through (v) will not be satisfied in a timely manner for any reason. Once LightReach or its Certified Installer starts installation, however, it may not terminate this Agreement for the failure to satisfy conditions (i) through (v) above.

**b. Your Right to Terminate**

Both parties will have the right to terminate this Agreement, without penalty or fee, up to ten (10) days after the Effective Date of this Agreement. You may also terminate this agreement for any reason prior to LightReach or its Certified Installer commencing installation of the System, but you will pay to LightReach a cancellation fee. If you wish to terminate this Agreement, you must provide written notice to LightReach, via mail to the address in Exhibit B (Limited Warranty), via email to [help@GoLightReach.com](mailto:help@GoLightReach.com), or via the App.

You do not have the right to terminate this Agreement after LightReach or its Certified Installer has commenced installation of the System.



**c. Utility Interface.**

You authorize LightReach and its Certified Installer to make corrections to utility paperwork to conform to this PPA or any amendments to this PPA that we both sign.

**7. WARRANTY**

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE WARRANTIES ATTACHED AND INCORPORATED HEREIN THROUGH EXHIBIT B (LIMITED WARRANTY) AND EXHIBIT G (PERFORMANCE AND PRODUCTION GUARANTEE), 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.

**8. TRANSFER**

LightReach works with banks, large companies and other financing partners to finance your System. As a result, LightReach may assign this Agreement to one of its financing partners. You agree that LightReach 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 LightReach would transfer certain of its rights and certain of its obligations under this Agreement to another party. This assignment does not change LightReach's obligation to maintain and repair your System as set forth in the Limited Warranty.

**9. OWNERSHIP OF THE SYSTEM: TAX CREDITS, REBATES AND CAPACITY RIGHTS**

You understand and agree that this is a power purchase agreement and not a sale agreement. LightReach owns the System for all purposes, including any data generated from the System. You expressly waive any privacy right to any data which is generated by the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created LightReach, and shall at your expense, protect and defend LightReach against the same.

NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, ANY AND ALL TAX CREDITS, INCENTIVES, CAPACITY RIGHTS AND UTILITY REBATES ARE THE PROPERTY OF AND FOR THE BENEFIT OF LIGHTREACH, USABLE AT ITS SOLE DISCRETION. LIGHTREACH SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH LIGHTREACH SO THAT IT MAY CLAIM ANY TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW FILING REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR CREDITS FROM THE FEDERAL, STATE OR LOCAL, GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS TO LIGHTREACH.

ADDITIONALLY, YOU AGREE THAT LIGHTREACH HAS THE RIGHT TO ENROLL THE SYSTEM OR MANAGE THE ENROLLMENT OF THE SYSTEM IN ENERGY MANAGEMENT PROGRAMS AND YOU AGREE TO EXECUTE ANY NECESSARY DOCUMENTS AND TO PROVIDE INFORMATION REGARDING YOUR UTILITY ACCOUNT TO FACILITATE ENROLLMENT IN SUCH ENERGY MANAGEMENT PROGRAMS. YOU AGREE THAT LIGHTREACH IS EXCLUSIVELY ENTITLED TO RECEIVE ANY AND ALL BENEFITS RESULTING FROM THE ENROLLMENT OR PARTICIPATION IN SUCH ENERGY MANAGEMENT PROGRAMS.

**10. SELLING YOUR HOME**

**a. If you sell your Home you can:**

- (i) Transfer this Agreement and the Monthly Payments.

If the person buying your Home meets LightReach's underwriting requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Agreement.

If the person buying your home does not meet LightReach's underwriting requirements, LightReach at its discretion may remove the system or offer alternate solutions. If you sell your Home or transfer your obligations under this Agreement without LightReach's express written authorization, you will be in default of this Agreement.



The new homeowner will get the benefit of the same rate that is included in this Agreement.

- (ii) Prepay this PPA and Transfer only the Use of the System.

At any time during the Term, if the person buying your home does not meet LightReach's credit and underwriting requirements, but still wants the System, then you may elect to prepay the payments remaining on the PPA as set forth in Section 4(f) of this Agreement.

You may not move the system to your new home. If you do so it will be a breach of this Agreement and you will be liable to pay the fair market value of the System at the time of signing this Agreement. If you wish to enable LightReach's services at your new home, we will provide a separate agreement for execution based on conditions at the new property.

- b. You agree to give LightReach at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your Agreement obligations.**

In connection with this assumption, you, your approved buyer and LightReach 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 buyer defaults on this Agreement and we have not yet signed the transfer 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 LightReach in writing).

- c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement.**

Death does not negate the obligations in this Agreement and does not give rise to a right of termination. In the event of death, this Agreement and the obligations herein will transfer to the decedent's estate.

- d. Free Assumability.**

This Agreement is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not obligation) to do ONE of the following:

- (i) terminate the Agreement and require LightReach to remove the System subject to your obligations under Sections 15 and 16;
- (ii) become a beneficiary (but not the obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you — if you don't make a timely payment you will be in default under Section 14 and LightReach can terminate, remove the System and take all other remedies it has under Section 15 in this Agreement);
- (iii) enter into a new Agreement with LightReach on terms no less favorable than the current Agreement; or
- (iv) require the transfer of the Agreement under Section 11 to a subsequent purchaser of the Property. LightReach will not prohibit the sale, conveyance or refinancing of the Property. LightReach may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves its rights in the System. You acknowledge that LightReach does not characterize the System as a fixture, and that the Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. LightReach shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. LightReach shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property. If LightReach temporarily removes its Fixture Filing in order to facilitate the purchase, financing or refinancing of the Property, LightReach may charge you a UCC Notice Removal and Refiling fee, in the amount charged to LightReach by the local jurisdiction, and a processing fee for its expenses.



- e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD. BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 11 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Homeowner's Initials: \_\_\_\_\_



Co- Homeowner's Initials: \_\_\_\_\_

## 11. LOSS OR DAMAGE

- a. Unless you are grossly negligent, you intentionally damage the System, or that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5, LightReach will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.
- b. If there is loss, damage, theft, destruction, or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and notify LightReach immediately and cooperate with LightReach, at LightReach's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.
- c. **Force Majeure.**

If either party is unable to perform all or some of its obligations under this Agreement due to a Force Majeure Event, the affected party shall be excused from the performance affected by the Force Majeure Event; provided however, that (i) the affected party provides notice to the other party within (5) days of the Force Majeure Event where such notice generally describes the Force Majeure Event and the affected party's intention to rely upon the Force Majeure Event as a basis for its non-performance, and (ii) the affected party performs following the cessation of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the affected party'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; pandemic; 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; power or voltage surge caused by someone other than LightReach including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by LightReach or under its control.

## 12. LIMITATION OF LIABILITY

### a. No Consequential Damages

LIGHTREACH'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR THE PURPOSES OF THIS AGREEMENT, YOU AGREE THAT ANY TAX CREDIT, INCENTIVES, CAPACITY RIGHTS, AND UTILITY REBATES DO NOT CONSTITUTE CONSEQUENTIAL DAMAGES AND ARE EXPRESSLY RECOVERABLE BY LIGHTREACH IN THE EVENT OF A DEFAULT.

### b. Actual Damages

Except for claims under Indemnity provision herein in Section 5(g), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 14(i). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in the Limited Warranty.

## 13. DEFAULT

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



- a. you fail to make any payment when it is due and such failure continues for a period of thirty (30) days;
- 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, like alter the System) and such failure continues for a period of thirty (30) days after written notice;
- c. you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- d. you assign, transfer, encumber, or sell this Agreement or any part of the System without LightReach's prior written consent; or
- e. you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

#### 14. REMEDIES IN CASE OF DEFAULT

If this Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- a. terminate this Agreement and your rights to possess and use 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 breach;
- f. 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, informing them that you are no longer parallel generating or participating in any net metering compensation or tax credits;
- 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 (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 unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit applicable with respect to the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 9 of this Agreement (LightReach shall furnish you with a detailed calculation of such compensation if such a claim is made);
- j. in the case of your failure to protect the System from animals, infestation or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or
- k. use any other remedy available to us in this Agreement or by law or equity.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, LightReach does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, LightReach does not give up our right to use that remedy in case of a subsequent default.

We may submit to consumer reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

#### 15. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS AGREEMENT

- a. If at the termination of this Agreement prior to the maximum PPA Term, you have not defaulted, then within ninety (90) days:
  - (i) LightReach will remove the System from your Home at no cost to you at our convenience; or



- (ii) If you want to have the System removed from your roof at a specific time, you must inform LightReach of the timing requirement and we will do so pursuant to the Limited Warranty. You will be responsible for payment of a fee determined at that time based on market rates for system removal, which LightReach will disclose to you prior to removal.
- b. If at the termination of this Agreement, you are in default, and LightReach chooses to remove the System from your Home then you agree to pay LightReach the reasonable expense of removing the System from your Home.
- c. If the maximum PPA Term has expired and you have not defaulted, then:
  - (i) LightReach may at its choosing, remove the System from your Home at no cost to you at our convenience.
  - (ii) LightReach may at its sole discretion offer to sell the System or renegotiate a lower rate and maintain the System for your use. You may request it to be removed at this point and we will do so at no cost to you, pursuant to the Limited Warranty.
  - (iii) if LightReach does not tell you that it wants to remove, sell or renegotiate a PPA Term extension, and you want to have the System removed from your roof you must tell us to remove it and we will do so, at no cost to you, pursuant to the Limited Warranty.
  - (iv) if LightReach chooses not to remove the System, offer to sell or renegotiate it with you, and you do not request removal within 10 days pursuant to the Limited Warranty, then you will be considered to be the new owner of the System and it will automatically be conveyed to you as is. In that event, you should consult a tax advisor to determine whether the transfer of the System has any tax consequences for you.

## 16. ADDITIONAL AGREEMENTS

### a. Notice of Changes.

You agree to notify LightReach if your name, telephone number, or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact LightReach's security interest in the System.

### b. Waiver of Confidentiality of Residence Address.

By signing this Agreement, and so long as LightReach has a contract with you, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize LightReach to obtain from the applicable state agency your current residence address.

### c. Personal Information and Privacy Policy.

You have read, understand, and agree with the terms of LightReach's Privacy Policy as set forth on the website: [golightreach.com/legal/privacy-policy](http://golightreach.com/legal/privacy-policy). You also understand that LightReach's Privacy Policy may be changed from time to time.

### d. Monitoring and Recording Telephone Calls.

LightReach and others acting on our behalf may (a) monitor and record telephone calls between you and LightReach regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to LightReach's, and others acting on LightReach's behalf, using pre recorded/artificial voice messages, or text messages, while servicing and enforcing LightReach's rights under this Agreement, including the collection of outstanding payments, even if your phone number is listed on any national or state "Do Not Call" list. In making calls to you, you agree that LightReach, and others acting on LightReach's behalf, may use any telephone number you provide LightReach, or that is lawfully given to LightReach by someone other than you even if the number is for a mobile telephone, and even if LightReach doing so results in charges to you under your telephone payment plan. LightReach will not charge you for such calls.

Homeowner's Initials: 

Co- Homeowner's Initials: \_\_\_\_\_



## 17. APPLICABLE LAW; FORUM SELECTION AND JURY TRIAL WAIVER; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

*Applicable law:* Federal law and the laws of the state where your Home is located (without regard to conflict of laws principles) shall govern the substance of any claims between you and us. But with respect to this arbitration agreement, only the Federal Arbitration Act, not any state arbitration law, applies.

*Forum selection and jury trial waiver:* This PPA specifies that most disputes must be resolved in arbitration or in your local small claims court. To the extent that a dispute is not subject to arbitration and not brought in small claims court (including any action involving the applicability or enforceability of this arbitration agreement), you and we agree that such disputes may be brought in the state and federal courts in South Carolina, in addition to any other court that may have jurisdiction. You and we agree to waive any objections to personal jurisdiction or venue in the courts of South Carolina. **IN ADDITION, IN THE EVENT THAT ANY DISPUTE PROCEEDS IN COURT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH WAIVE THE RIGHT TO TRIAL BY JURY.**

*What claims must be arbitrated:* You and we agree that any dispute, claim, or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes that must be arbitrated include but are not limited to: claims arising out of or relating to this PPA; claims arising out of or relating to our relationship; claims that arose before this or any prior PPA (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute. In this section 17 only, the terms "you," "we," and "us" shall include our respective parents, subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns, as well as all users or beneficiaries of the PPA. This arbitration agreement shall survive the termination of this PPA.

*What claims do not need to be arbitrated:* Instead of arbitration, either you or we may bring an action seeking only individualized relief in small claims court, but if the action is removed or appealed de novo to a court of general jurisdiction, the dispute must be arbitrated. In addition, any party may seek interim injunctive relief, such as a temporary restraining order or preliminary injunction, from a court if needed to prevent an irreparable harm. You and we agree that seeking such relief is not a waiver of the right to arbitrate any claim. Further, only a court may decide any disputes over whether a claim can or must be brought in arbitration, such as disputes over the scope or enforceability of this arbitration agreement.

No later than 60 days after a signed Notice containing all of the required information above is received (including an Attorney Authorization and Verification, if required), either party may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be held after the 60-day period). You and our designated representative must both personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) can also participate. Any applicable statute of limitations or contractual limitations periods will be tolled during the "Informal Resolution Period," which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

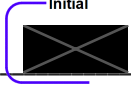
*Commencing arbitration:* An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended, unless the non-claimant failed to cooperate in good faith in scheduling the Informal Settlement Conference. A court will have authority to enforce this paragraph, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements.



*Arbitration procedures:* The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the "AAA Rules"), as modified by this arbitration agreement, by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA or for a copy of the AAA Rules, please visit [www.adr.org](http://www.adr.org).

*Arbitration fees and costs:* The AAA Rules will govern the allocation and payment of filing, administrative and arbitrator fees ("AAA Fees"). If you initiate the arbitration, but you cannot afford to pay your share of AAA Fees (and the AAA will not waive them after submitting any required forms), we will consider in good faith any written request to advance these costs or reimburse them. Any request like this should be sent to Palmetto Solar, LLC, DBA LightReach, 1616 Camden Rd, Suite 300, Charlotte, NC 28203. In addition, if you initiate an arbitration of claims valued at \$1,000 or less, we will either pay all AAA Fees directly or reimburse you for any AAA Fees you paid, so long as you fully complied with the Notice and Informal Settlement Conference requirements before commencing arbitration. If, however, the arbitrator finds that you have violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for any amounts we paid on your behalf that are otherwise your obligation to pay under the AAA Rules.

*Requirement of Individual Arbitration:* Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non representative) basis. The arbitrator will not award relief (including monetary, declaratory, or injunctive relief) for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non representative) basis, and the arbitrator may award relief only on an individual (non-class, non representative) basis. **This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us, and that you and we both waive the right to bring or participate in class actions or representative actions.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co-Homeowners pertaining to jointly owned Property). If, after exhaustion of all appeals, a court declares unenforceable any of these prohibitions on non-individualized relief or proceedings or on consolidation, then all other arbitrable aspects of the case must be arbitrated first. After completing arbitration, the remaining non-arbitrable aspects of the case will be decided by a court.

Homeowner's Initials: 

Co- Homeowner's Initials: \_\_\_\_\_

## 18. WAIVER AND SEVERABILITY

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

Except as specified in the *Requirement of Individual Arbitration* subsection of Section 17, if any provision of this PPA is found to be unenforceable, the remaining provisions will remain in full force and effect.

## 19. NOTICES

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, SMS, online customer portal (including the App), overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with an overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.



## 20. ENTIRE AGREEMENT; CHANGES

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

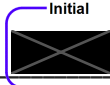
Extra Work and Change Orders become part of the Agreement once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule. LightReach'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.

## 21. HEADINGS AND INTERPRETATION

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections where examples are given, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Agreement. Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturdays, Sundays and holidays should be excluded.

## 22. PUBLICITY

LightReach will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give LightReach permission to take pictures of the System as installed on your Home to show to other customers or display on our website. LightReach will not disclose your contact information with the use of any of these images. LightReach appreciates your cooperation.

Homeowner's Initials:  \_\_\_\_\_ Co- Homeowner's Initials: \_\_\_\_\_

## 23. COMMUNICATIONS EQUIPMENT

During installation or at any time thereafter during the PPA Term, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. For the purposes of this Agreement, the Communications Equipment shall be a part of the System. You hereby give LightReach consent for the installation of the Communication Equipment if, when, and as needed.

## 24. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties.

## 25. FURTHER ASSURANCES

You will cooperate fully with us to effect the intent and provisions of this Agreement and, from time to time, to execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as LightReach may determine to be reasonably necessary or desirable to effect the intent and provisions of this Agreement.



## 26. ADDITIONAL RIGHTS TO CANCEL

**You, the buyer, have the right to cancel this contract within ten (10) days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the Agreement. Include your name, your address, and the date you received the signed copy of the Agreement.**

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

**By signing below, you acknowledge you have read and reviewed the Additional Rights To Cancel and received the attached and incorporated Exhibit C "Notice of Cancellation."**

**Homeowner:**

Signed by:

Signature:

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Name:

Date: June 17, 2025

**Co-Homeowner (if any):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**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](http://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."

**Insurance Disclosures:**

**Commercial General Liability Insurance:** V3 Electric, Inc carries liability insurance or maintains other security as required by law. You may call Gotham Insurance Company (the insurance company or trust company or bank) at (844) 837-6937 to check on the contractor's insurance coverage or security.

**Worker's Compensation Insurance:** V3 Electric, Inc carries workers' compensation insurance for all employees.

**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](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

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



This Agreement has been duly signed by the parties as set forth below.

By your signature, you acknowledge you have read this Agreement (including its Exhibits) in its entirety, and that you have received a complete copy of this Agreement. By your signature, you represent that you have the full right and authority to enter into this Agreement and that you do not need the consent or approval of any other person or entity to do so.

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

Homeowner:

Signed by:

Signature:

4350A21728D1401...

Name:

Date:

June 17, 2025

Co-Homeowner (if any):

Signature:

Name:

Date:

Palmetto Solar, LLC, DBA LightReach:

Signature:

Name:

Christopher Kemper

Title:

CEO

Date:

June 17, 2025

**EXHIBIT A: ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION**

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Power Purchase Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my Monthly Payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows pre authorized payments from my designated Bank Account or Credit Card Account ("Account") to LightReach or its designees ("You"). By signing this Authorization, I agree to the following terms:

**1. AUTHORIZATION**

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account=) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify LightReach at [help@GoLightReach.com](mailto:help@GoLightReach.com) or by calling us at (855) 339-1831. If LightReach incurs any fees as a result of inaccurate or out of date information, LightReach will bill me for those charges.

**2. REJECTED PAYMENTS**

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

**3. BANK FEES**

I agree to be bound by any rules my bank requires for preauthorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

I agree to pay an additional processing fee if I pay by credit card.

**4. EARLY PAYMENT**

If I make a full Monthly Payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination of this Authorization shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

**5. RIGHTS REGARDING VARYING AMOUNTS**

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a pre authorized amount, or from the previous Electronic Funds Transfer Payment amount.

**6. PROCEDURES UPON CANCELLATION OR END OF PPA TERM**

I understand that when my Agreement is canceled or reaches the end of its term and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as



soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.

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 ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.

**Homeowner:**

Signed by:

Signature:



4350A21728D1401...

Name:



Date:

June 17, 2025

**Co-Homeowner (if any):**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

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**EXHIBIT B: LIMITED WARRANTY****LIMITED WARRANTY****1. INTRODUCTION**

This Limited Warranty is Palmetto Solar, LLC DBA LightReach's agreement to provide you warranties on the System. The System will be professionally installed by a Certified Installer acting on LightReach's behalf at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

**2. LIMITED WARRANTIES****a. Limited Warranties**

LightReach warrants the System as follows:

- (i) **System Warranty**  
During the entire PPA 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**  
When our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of (A) ten (10) years following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period"); and
- (iii) **System Repair Promise**  
During the entire PPA Term, LightReach will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid and approved claim to us under this Limited Warranty; provided, however, that the damage is not caused by your gross negligence, your intentional damage to the System, or your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5 in the Agreement or foreign objects, including objects such as golf balls but excluding hail, damage the system. If our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 4 of this Limited Warranty. LightReach may use new or reconditioned parts when making repairs or replacements. LightReach may also, at no additional cost to you, upgrade or add to any part of the System as it deems advisable in its discretion. Cosmetic repairs that do not involve safety or performance shall be made at LightReach's discretion.

**b. Warranty Length**

- (i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors begin installing the System at your Home and continue through the entire PPA Term. Thus, for as long as you purchase power from the System from LightReach, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.
- (iii) If you have assumed an existing Agreement, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

**c. 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.

**3. LIGHTREACH STANDARDS**

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

**4. SYSTEM REPAIR OR REMOVAL**

- a. You agree that if (i) the System needs any repairs that are not the responsibility of LightReach under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have LightReach, or another a LightReach-approved service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- b. If you want to return the System to LightReach under Section 16 of the Agreement then LightReach will cause our contractors to remove the System at no cost to you. LightReach will cause our contractors to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). LightReach will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with LightReach or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

**5. FORCE MAJEURE**

If LightReach is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event (as defined in the Agreement), LightReach will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. LightReach, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. LightReach'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 make repairs); and
- c. No LightReach obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

Performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Agreement may be suspended during the duration of the Force Majeure Event and then the term of the Limited Warranty and the Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

**6. LIMITATIONS ON LIABILITY**

- a. No Consequential Damages  
YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2 UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL LIGHTREACH OR ITS AGENTS OR CONTRACTORS 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 Limited Warranty to the contrary, LightReach's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Agreement payments over the PPA Term of the Agreement; and (b) the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed five-hundred thousand dollars (\$500,000).

**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: LIGHTREACH  
Street: 1616 Camden Rd, Suite 300  
City, State, Zip: Charlotte, NC 28203  
Phone: (855) 339-1831  
Email: help@GoLightReach.com

TO YOU: At the billing address in the Agreement, through the customer portal, or any subsequent billing address you give us.

**8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**

LightReach may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of LightReach'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 who pays for power from the System. 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.

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**EXHIBIT C: NOTICE OF CANCELLATION**

You may cancel this transaction, without any penalty or obligation, within 10 days after you sign the contract. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller (Palmetto Solar, LLC, DBA LightReach) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 60 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an email to [help@GoLightReach.com](mailto:help@GoLightReach.com) not later than midnight of the date that is 10 days after you sign the Agreement.

**This notice of cancellation shall also be valid if you e-mail it to LightReach or its Certified Installer at either address set forth below:**

LightReach: [help@GoLightReach.com](mailto:help@GoLightReach.com)

Certified Installer: [info@v3electric.com](mailto:info@v3electric.com)

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

Installation Address: 907 West Olive Avenue, Redlands, CA 92373

**Homeowner:**

Signature: \_\_\_\_\_

Name: XXXXXXXXXX

Date: \_\_\_\_\_

**Co-Homeowner (if any):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D: HOA RELEASE****HOMEOWNER RELEASE OF SERVICE PROVIDER  
FROM HOMEOWNER'S ASSOCIATION CLAIMS**

By my signature below I represent that I (a) am the owner of the property located at:

907 West Olive Avenue, Redlands, CA 92373

I acknowledge that my homeowner's association has denied my application relating to the performance of the Services by LightReach. By my signature below I hereby direct LightReach, to nonetheless proceed with its performance of the Services. I acknowledge and accept all responsibility relating to the homeowner's association (including claims alleged or damages assessed) of proceeding with the services. I also fully release LightReach, from 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.

**Homeowner's Name:**

Signature: \_\_\_\_\_

Name: XXXXXXXXXX \_\_\_\_\_

Date: \_\_\_\_\_

**Co-Homeowner's Name (if any):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**LightReach**

'Predictable Payment'

Power Purchase Agreement (PPA) – California v4.1

**EXHIBIT E: STATE SPECIFIC DISCLOSURE STATEMENT**

**EXHIBIT F: PREDICTABLE PAYMENT PPA RATE SCHEDULE & MONTHLY PAYMENT SCHEDULE**Deposit upon contract signature: \$ 0First Year Solar Energy kWh Rate \$ 0.290 /kWhFirst Year Monthly Solar Payment \$ 188.09 /moFirst Year Monthly Battery Payment: \$ 0.00 /moAnnual Payment Escalator Rate 3.50 %/yr

Your Monthly Payment (plus any sales tax, if applicable) will be due on the same day every month (the "Due Date"). Your first Due Date will be provided on your first invoice from LightReach, and will be approximately thirty (30) calendar days after the Interconnection Date (but no less than fifteen (15) calendar days following your receipt of invoice). If your Due Date falls on the twenty-ninth (29<sup>th</sup>) through thirty-first (31<sup>st</sup>) day of the month, it will be adjusted to be on the first (1<sup>st</sup>) day of the following month. Invoices for Monthly Payments will be provided on or around fifteen (15) calendar days prior to your Due Date each month. Automatic payments will be processed on your Due Date unless otherwise approved by LightReach.

| Year | Annual Price per kWh (\$) | Estimated Annual Production (kWh) | Monthly Solar Payment Amount (\$) | Monthly Battery Payment Amount (\$) | Total Monthly Payment Amount (\$) | Prepayment Amount (\$) |
|------|---------------------------|-----------------------------------|-----------------------------------|-------------------------------------|-----------------------------------|------------------------|
| 1    | \$ 0.29                   | 7,783                             | \$ 188.09                         | \$ 0.00                             | \$ 188.09                         | \$ 82,098.24           |
| 2    | \$ 0.3001                 | 7,744                             | \$ 193.67                         | \$ 0.00                             | \$ 193.67                         | \$ 79,841.16           |
| 3    | \$ 0.3106                 | 7,705                             | \$ 199.44                         | \$ 0.00                             | \$ 199.44                         | \$ 77,517.12           |
| 4    | \$ 0.3215                 | 7,667                             | \$ 205.41                         | \$ 0.00                             | \$ 205.41                         | \$ 75,123.84           |
| 5    | \$ 0.3328                 | 7,629                             | \$ 211.56                         | \$ 0.00                             | \$ 211.56                         | \$ 72,658.92           |
| 6    | \$ 0.3444                 | 7,590                             | \$ 217.84                         | \$ 0.00                             | \$ 217.84                         | \$ 70,120.20           |
| 7    | \$ 0.3565                 | 7,552                             | \$ 224.37                         | \$ 0.00                             | \$ 224.37                         | \$ 67,506.12           |
| 8    | \$ 0.369                  | 7,515                             | \$ 231.08                         | \$ 0.00                             | \$ 231.08                         | \$ 64,813.68           |
| 9    | \$ 0.3819                 | 7,477                             | \$ 237.96                         | \$ 0.00                             | \$ 237.96                         | \$ 62,040.72           |
| 10   | \$ 0.3953                 | 7,440                             | \$ 245.08                         | \$ 0.00                             | \$ 245.08                         | \$ 59,185.20           |
| 11   | \$ 0.4091                 | 7,402                             | \$ 252.36                         | \$ 0.00                             | \$ 252.36                         | \$ 56,244.24           |
| 12   | \$ 0.4234                 | 7,365                             | \$ 259.88                         | \$ 0.00                             | \$ 259.88                         | \$ 53,215.92           |
| 13   | \$ 0.4382                 | 7,329                             | \$ 267.62                         | \$ 0.00                             | \$ 267.62                         | \$ 50,097.36           |
| 14   | \$ 0.4535                 | 7,292                             | \$ 275.58                         | \$ 0.00                             | \$ 275.58                         | \$ 46,885.92           |
| 15   | \$ 0.4694                 | 7,256                             | \$ 283.81                         | \$ 0.00                             | \$ 283.81                         | \$ 43,578.96           |
| 16   | \$ 0.4858                 | 7,219                             | \$ 292.26                         | \$ 0.00                             | \$ 292.26                         | \$ 40,173.24           |
| 17   | \$ 0.5028                 | 7,183                             | \$ 300.97                         | \$ 0.00                             | \$ 300.97                         | \$ 36,666.12           |
| 18   | \$ 0.5204                 | 7,147                             | \$ 309.95                         | \$ 0.00                             | \$ 309.95                         | \$ 33,054.48           |
| 19   | \$ 0.5386                 | 7,112                             | \$ 319.19                         | \$ 0.00                             | \$ 319.19                         | \$ 29,335.08           |



|    |           |       |           |         |           |              |
|----|-----------|-------|-----------|---------|-----------|--------------|
| 20 | \$ 0.5575 | 7,076 | \$ 328.74 | \$ 0.00 | \$ 328.74 | \$ 25,504.80 |
| 21 | \$ 0.577  | 7,041 | \$ 338.53 | \$ 0.00 | \$ 338.53 | \$ 21,559.92 |
| 22 | \$ 0.5972 | 7,005 | \$ 348.63 | \$ 0.00 | \$ 348.63 | \$ 17,497.56 |
| 23 | \$ 0.6181 | 6,970 | \$ 359.03 | \$ 0.00 | \$ 359.03 | \$ 13,314.00 |
| 24 | \$ 0.6397 | 6,936 | \$ 369.72 | \$ 0.00 | \$ 369.72 | \$ 9,005.64  |
| 25 | \$ 0.6621 | 6,901 | \$ 380.75 | \$ 0.00 | \$ 380.75 | \$ 4,569.00  |

Your total payments over the Term of the Agreement are \$ 82,098.24 .

**EXHIBIT G: PERFORMANCE AND PRODUCTION GUARANTEE****Performance Guarantee****Power Production Guarantee**

LightReach guarantees that, during the Term of this Agreement, the System will generate kilowatt-hours (kWh) as set forth in the table below and calculated as follows. To calculate the guaranteed amount of kWh for an applicable three-year period ("Guaranteed kWh") we will take the applicable year's Total kWh in the chart below minus the Total kWh from three years prior, also as indicated in the chart below:

| Year | Performance Guarantee<br>(Total Estimated kWh Output to Date) (kWh) | Energy Price per kWh<br>(Credit rate if kWh Output is Not Met) (\$) |
|------|---------------------------------------------------------------------|---------------------------------------------------------------------|
| 3    | 20,805                                                              | \$ 0.3106                                                           |
| 6    | 40,992                                                              | \$ 0.3444                                                           |
| 9    | 60,580                                                              | \$ 0.3819                                                           |
| 12   | 79,586                                                              | \$ 0.4234                                                           |
| 15   | 98,027                                                              | \$ 0.4694                                                           |
| 18   | 115,920                                                             | \$ 0.5204                                                           |
| 21   | 133,282                                                             | \$ 0.577                                                            |
| 24   | 150,128                                                             | \$ 0.6397                                                           |
| 25   | 155,631                                                             | \$ 0.6621                                                           |

The above guarantee assumes module and System production degradation of 1% per year.

- A. If at the end of each successive 36-month anniversary of your first Monthly Payment the cumulative Actual kWh (defined below) generated by the system is less than the Guaranteed kWh, then we will credit your account equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Energy Price per kWh for that interval year.

For example, if the first 36-month period commences on October 1, 2023, and ends on September 30, 2026, and the energy the system was supposed to generate is less than the energy the system was guaranteed to generate during such 36-month period, LightReach will credit you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Energy price per kWh within (30) days after we receive your request. See the table below for a real world example:

| Example Guaranteed kWh | Example Actual kWh | Example Energy \$/kWh | Example Credit to You |
|------------------------|--------------------|-----------------------|-----------------------|
| 10,000                 | 9,500              | \$0.10                | \$50.00               |

- B. If, at the end of each successive 36-month anniversary of your first Monthly Payment, the Actual kWh is greater than the Guaranteed kWh during any 36 month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If over the course of the term your System produces more energy than the Guaranteed Output, then this additional energy is yours at no additional cost.
- C. This Exhibit G—Performance and Production Guaranty shall be your sole and exclusive remedy available in this Agreement in the event that your System fails to produce the Guaranteed kWh. You shall not be eligible for the remedy under Exhibit G in the following circumstances:
- (i) you are currently in default in this Agreement; or
  - (ii) the failure to produce the Guaranteed kWh is caused by a Force Majeure Event, foreign objects damaging the System (including objects such as golf balls but excluding hail) or any other condition or circumstance beyond the control of and not caused by LightReach.



## EXHIBIT H: ADDITIONAL PRODUCTS

LightReach or its Certified Installer(s) will procure and install the following Additional Products at the Property:

☐ **No Additional Products**

☒ **Energy Arbitrage Battery (NOT BACKUP BATTERY)**

The Energy Arbitrage Battery ("Arbitrage Battery") is a non-backup supply battery energy storage device that helps manage and store electricity for use at your Property during times when electricity rates are high and it is financially beneficial to use your self-generated power. The arbitrage battery is configured to charge from the System and allows you and LightReach to optimize the use and configuration of your System, which may further reduce your electricity costs, increase the value of your solar System's production, and/or maximize utility or government incentive programs relating to your System.

Use of the Arbitrage Battery requires the grid to be operating and WILL NOT PROVIDE POWER IN THE EVENT OF A GRID OUTAGE OR BLACKOUT. DO NOT RELY ON THE ARBITRAGE BATTERY FOR ANY LIFE SUPPORT, OTHER MEDICAL EQUIPMENT, OR OTHER LIFE-CRITICAL POWER NEEDS. THE AVAILABILITY OF POWER FROM THE ARBITRAGE BATTERY COULD ALSO BE LIMITED BY UTILITY "DEMAND RESPONSE" AND SIMILAR PROGRAMS AND REQUIREMENTS, AND LIGHTREACH HAS NO CONTROL OVER THOSE PROGRAMS AND REQUIREMENTS. LIGHTREACH CANNOT ASSURE OR PREDICT TO YOU THE AMOUNT, NATURE, TIMING, OR AVAILABILITY OF ANY COMPENSATION THAT COULD BE PAID TO YOU – IF ANY – IN CONNECTION WITH THE ARBITRAGE BATTERY OR YOUR USE OF THE SYSTEM, AND "DEMAND RESPONSE" PROGRAM RULES AND LIGHTREACH'S MANAGEMENT OF THE SYSTEM AND THE ARBITRAGE BATTERY COULD REDUCE ANY SUCH COMPENSATION. YOU ACKNOWLEDGE AND AGREE THAT YOUR SYSTEM WITH ARBITRAGE BATTERY WILL NOT PROVIDE BACKUP POWER AND LIGHTREACH IS NOT LIABLE FOR THE LACK OF BACKUP POWER IN THE EVENT OF A GRID OUTAGE.

Under normal conditions of use, the Energy Arbitrage Battery system should pose no danger to you. However, if the arbitrage battery system is mishandled or tampered with following installation, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property.

LightReach Certified Installers are licensed and trained to safely and compliantly install the battery energy storage systems according to each manufacturer's listings and specifications, and according to all applicable product, fire, building, electrical, and electric grid codes and standards.

YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY. YOU AGREE NOT TO ALTER THE CONFIGURATION OF THE EXISTING EQUIPMENT.

☐ **Full Services Backup Battery**

The Full Services Backup Battery system ("Backup Battery") is a backup battery energy storage system that may be used to provide backup power during a grid outage in addition to time-based-controls and other operating modes and services supported by the equipment and battery management system. LightReach or its Certified Installers will establish a reasonable reserve level for your battery (at minimum, 20% of the battery) so that your Backup Battery will always be charged at a specified minimum to allow you to obtain a certain amount of power in the event of an electric grid outage.

For each Backup Battery, the System will contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of Battery charge. Each Backup Battery will draw its charge from the System, providing backup power within the limits of the System. Each Backup Battery will power its designated circuits only, these designated circuits may or may not include your Home's entire main service panel. LightReach or its Certified Installers will ensure the Backup Battery is configured to draw charge from the System, and You will be responsible for damage caused due to backing up more loads than have been approved by LightReach or its Certified Installers. LightReach is not responsible for system failure caused by excessive loads.

While the Backup Battery may be useful to provide backup power during an outage, LIGHTREACH DOES NOT WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING A POWER OUTAGE. YOU AGREE THAT LIGHTREACH IS NOT LIABLE IN THE EVENT THAT THE BATTERY DOES NOT PROVIDE BACKUP POWER FOR ANY REASON. THE AVAILABILITY OF POWER FROM THE BACKUP BATTERY COULD ALSO BE LIMITED BY UTILITY "DEMAND RESPONSE" AND SIMILAR



PROGRAMS AND REQUIREMENTS, AND LIGHTREACH HAS NO CONTROL OVER THOSE PROGRAMS AND REQUIREMENTS. LIGHTREACH CANNOT ASSURE OR PREDICT TO YOU THE AMOUNT, NATURE, TIMING, OR AVAILABILITY OF ANY COMPENSATION THAT COULD BE PAID TO YOU – IF ANY – IN CONNECTION WITH THE BACKUP BATTERY OR YOUR USE OF THE SYSTEM, AND “DEMAND RESPONSE” PROGRAM RULES AND LIGHTREACH’S MANAGEMENT OF THE SYSTEM AND THE BACKUP BATTERY COULD REDUCE ANY SUCH COMPENSATION. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT, OTHER MEDICAL EQUIPMENT, OR OTHER LIFE-CRITICAL POWER NEEDS DURING A POWER OUTAGE, BUT INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Under normal conditions of use, the Backup Battery energy storage should pose no danger to you. However, if the battery system is mishandled or tampered with following installation, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property.

LightReach Certified Installers are licensed and trained to install backup battery energy storage systems safely and compliantly according to each manufacturer’s listings and specifications, and according to all applicable product, fire, building, electrical, and electric grid codes and standards.

Please notify LightReach in the event your Backup Battery does not provide backup power during a power outage.

YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY. YOU AGREE NOT TO ALTER THE CONFIGURATION OF THE EXISTING EQUIPMENT.

The above-described Additional Products, as applicable, will be provided to you at no up-front cost, and all installation services will be subject to LightReach’s Warranty as set forth in Exhibit B. LightReach will provide any replacement parts, either new or refurbished, to keep the System in working order for the Initial Term of the Agreement and any subsequent renewal terms. Equipment and technology can change over time, we reserve the right to replace the current equipment with a functional equivalent, or better, when it breaks. Any replacement equipment will not interrupt the primary services described above.

THE PORTION OF THE INITIAL MONTHLY PAYMENT ATTRIBUTABLE TO THE ADDITIONAL PRODUCTS IS: \$ 0.00.

**YOU ACKNOWLEDGE AND AGREE THAT SUCH COST INCREASES YOUR MONTHLY PAYMENT SET FORTH IN THE AGREEMENT, AND YOU ACCEPT THE INCREASED MONTHLY PAYMENT. THESE COSTS WILL BE REFLECTED AND DISCLOSED IN YOUR PAYMENT SCHEDULE(S) IN EXHIBIT F:**

**Homeowner:**

Signed by:

Signature:

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Name:

Date:

June 17, 2025

**Co-Homeowner (if any):**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_



## California NEM 3.0 Customer Acknowledgement

June 17, 2025

Dear [REDACTED]

You are receiving this notice given the recent changes to net metering in California. Net metering, or 'NEM,' allows solar customers to send excess solar generation not used in your home into the electric grid in exchange for a credit on your electric bill. Net metering programs can vary widely in their design with some programs affording more savings than others.

### History of NEM in California

- NEM1 - California's net metering program began in 1996 under what is referred to as "NEM1", which paid customers the full retail rate for any solar energy sent to the grid.
- NEM2 - In 2017, the first net metering transition took place, which closed the NEM1 Program to new customers, and created what is referred to as "NEM2." Under NEM2, new solar customers received slightly less than the full retail rate for excess solar energy sent to the grid and required customers to transition onto Time of Use (TOU) rates. NEM1 & NEM2 customers will continue receiving the applicable NEM credits for 20 years.
- NEM3 - Today, we are experiencing a similar transition. Over the past several years, the State has been working through a robust, public stakeholder process to transition to the newly formed Net Billing Tariff or "NEM3." NEM3 began on April 15, 2023 for utility customers of PGE, SCE, and SDGE.

**All new solar interconnection applications submitted to the utility starting April 15, 2023, including your system, will be credited under the NEM3 Net Billing Tariff.**

In all California net metering programs, solar produced and immediately consumed in the home avoids purchases at the utility's retail rate. Under NEM3, credits for excess solar energy that is exported to the utility grid have been reduced to the avoided cost rate, or the value utilities pay to purchase energy from other generators. These export rates now vary by utility and by hour each day. NEM3 customers are also required to take service on a Time of Use rate. Any new savings estimate created by Palmetto starting April 10, 2023 reflects NEM3.

To learn more about NEM3, please see the 'Appendix' accompanied with this letter or visit the California Public Utilities Commission (CPUC) [website](#) and their [FAQ Page](#).

If you have questions, please don't hesitate to contact LightReach Customer Support at (855) 339-1831 or [help@golightreach.com](mailto:help@golightreach.com).

Please sign below to confirm you have read and understand the information provided above.

Sincerely,

The LightReach Team

Signed by: [REDACTED]  
Signature: [REDACTED]  
4350A21728D1401...



## APPENDIX: NEM3 Specifics & Customer Considerations

### Net Billing under NEM3

NEM3 is a Net Billing Tariff. Under net billing:

- Solar production will first power loads in the home avoiding utility purchases at the retail consumption rate
- Solar exported to the grid is credited at the hourly avoided cost rate
- Imports from the grid to the home (grid consumption) are charged the retail rate per TOU period
- Excess solar credits can rollover month to month until used or the 12 month annual true-up, called anniversary month, when credits are cashed out at the utility's wholesale rate (~3-6 cents/kWh)

### Solar Export Credits

Under NEM3, production not immediately consumed in the home, and therefore, exported to the grid:

- Will be registered as an export instantaneously, and multiplied by the excess solar rate for a credit on the utility bill
- Excess solar rates will be updated annually (increasing gradually), vary by the electric utility the customer is in, the hour in which the export occurs, and differs slightly on weekdays/weekends
- Export rates averaged over the year are between 4-8 cents per kWh including bonus adders in PG&E and SCE.
- Export rates in the early morning and 6-9pm are generally credited with higher prices than exports at midday due to supply and demand of wholesale electricity.

### How much Solar will Export?

**In the vast majority of hours, it is much more valuable under NEM3 billing to consume solar production immediately in the home instead of exporting solar to the grid.** Utilizing solar production to power loads in the home avoids purchasing electricity from the grid at the utility's retail rate maximizing bill savings.

As a general rule of thumb, on average, a solar system sized to produce 100% of the home's annual consumption, will likely export ~60% of production to the grid and use ~40% in the home. This is because the solar system needs to be sized large enough to produce extra during the day to generate credits to offset nighttime grid usage as well as produce extra in the summer to offset winter usage. You can roughly estimate 60% of production will be valued at the 4-8 cent export rate, and 40% will avoid the high retail rates from the utility (over 30 c/kWh). Your savings per kilowatt hour of production will be a blend.

For systems sized lower than 100%, less will export to the grid. Likewise, for systems sized over 100% offset, more will export to the grid. This will all change as your consumption behavior adjusts over the system's 25+ year life span especially as society moves towards electrification of appliances and vehicles increasing consumption, and therefore, exporting less.

### Required Electrification TOU Rates

Under NEM3, all customers will be required to transition onto a NEM3- eligible rate plan for all purchases of electricity from the grid. At this time, there is one NEM3- eligible rate plan per utility:

- PGE Eligible Tariff: [E-ELEC](#)
- SCE Eligible Tariff: [TOU-D-PRIME](#)
- SDGE Eligible Tariff: [EV-TOU-5](#)
- Peak prices for each rate plan are 4-9pm daily
- Each rate plan includes a monthly fixed charge (~\$15/month), which must be paid every month regardless of how many excess solar credits you may have.

Initial: 



## APPENDIX: How to Maximize Savings under NEM3 & Electrification Rates

Strategies to maximize solar savings under NEM3 and the new electrification rates can vary based on your utility, time of year, and project specifics. That said, the following tips will generally help customers avoid missing out on additional savings.

1. **Reduce your energy demand:** The easiest way to save is usually reducing your overall consumption. Turning off lights and appliances not in use and running the AC less will go a long way particularly during peak periods (4-9pm). You can also consider installing additional energy efficiency products such as smart thermostats, high efficiency bulbs, etc.
2. **Avoid the 4-9pm peak periods:** TOU Customers should be intentional about energy use during peak times. Try to schedule high- usage appliances (ie. laundry, AC, dishwasher, EVs) to run outside of peak periods as often as possible. Solar energy should power your home for some consumption during peak, but not all. Consistent usage during peak periods will drastically increase your total bill.
3. **Use the solar energy your system is producing:** As often as possible, ensure you are self-consuming your own solar instead of exporting to the utility. Try to run high- use appliances in the morning or early afternoon on sunny days while your system is producing, but it's not yet 4-9pm peak pricing. Self consuming your own solar avoids utility charges at the full retail rate (over 30c/kWh on average) vs avoided cost solar credits (4-8c/kWh) for excess solar sent to the grid.
4. **Be aware of your TOU hours and rates:** SDGE has a great super off-peak rate. It would be a good idea to shift any controllable usage like charging an EV or running the dryer at these times. Your utility has additional Time of Use tips on their website including programming thermostats and pool pumps to run outside of 4-9pm peak hours.

### Pacific Gas & Electric - Tariff E-ELEC

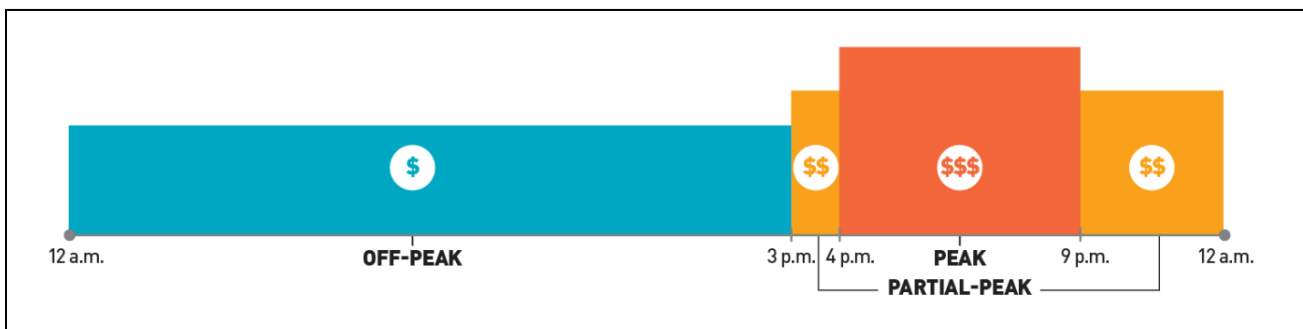
| E-ELEC                | Period    | Hours, everyday | \$/kWh |
|-----------------------|-----------|-----------------|--------|
| Summer<br>(June-Sept) | Peak      | 4-9pm           | 0.566  |
|                       | Part-Peak | 3-4pm, 9pm-12am | 0.404  |
|                       | Off-Peak  | 12am-3pm        | 0.347  |
| Winter<br>(Oct-May)   | Peak      | 4-9pm           | 0.334  |
|                       | Part-Peak | 3-4pm, 9pm-12am | 0.313  |
|                       | Off-Peak  | 12am-3pm        | 0.30   |
| Monthly Fixed Charge  |           |                 | \$15   |

#### Savings Tips in PG&E

In PG&E's Summer, keep home electricity consumption low 3pm-midnight. Shift any controllable loads to the day while solar is producing until 3pm.

In Winter months, October-May, the price difference is currently minimal. Worry less about peak hours and simply try to consume while the solar is producing to minimize exports.

\*Utility Rates adjust slightly over time. Prices effective October 1, 2023



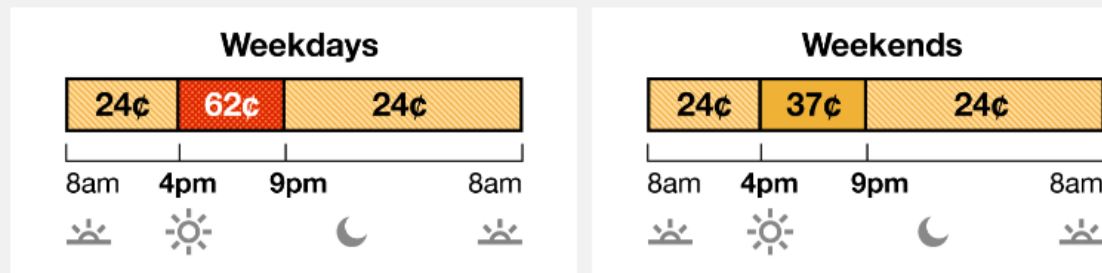


## Southern California Edison - Tariff TOU-D-PRIME

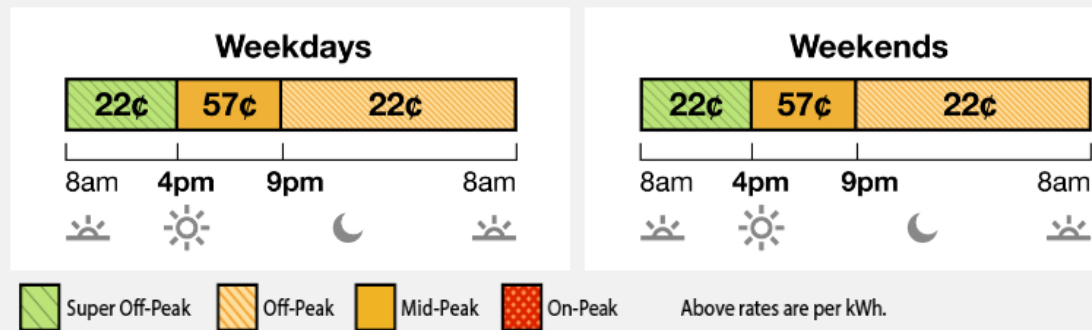
| TOU-D-PRIME           | Period   | Hours            | \$/kWh |
|-----------------------|----------|------------------|--------|
| Summer<br>(June-Sept) | On-Peak  | 4-9pm weekdays   | 0.62   |
|                       | Mid-Peak | 4-9pm weekends   | 0.37   |
|                       | Off-Peak | 9pm-4pm everyday | 0.24   |
| Winter<br>(Oct-May)   | On-Peak  | 4-9pm everyday   | 0.57   |
|                       | Mid-Peak | 9pm-8am everyday | 0.22   |
|                       | Off-Peak | 8am-4pm everyday | 0.22   |
| Monthly Fixed Charge  |          |                  | \$14   |

\*Utility Rates adjust slightly over time. Prices effective October 1, 2023

### June to September (4 months)



### October to May (8 months)



**Savings Tip in SCE:** Given SCE's current TOU-D-PRIME rates, to maximize savings you mostly just need to:

1. Keep home electricity consumption low during 4-9pm peak hours (7 days a week), and
2. Shift any controllable loads to the daytime before 4pm when your solar system is producing excess energy.

Controllable loads are appliances you can schedule or manual behaviors you can change. Avoiding 4-9pm peak consumption will reduce Peak charges (37-62 cents), and consuming during the day reduces solar exports to the grid while avoiding purchases at the Off-Peak rates (22-24 cents).

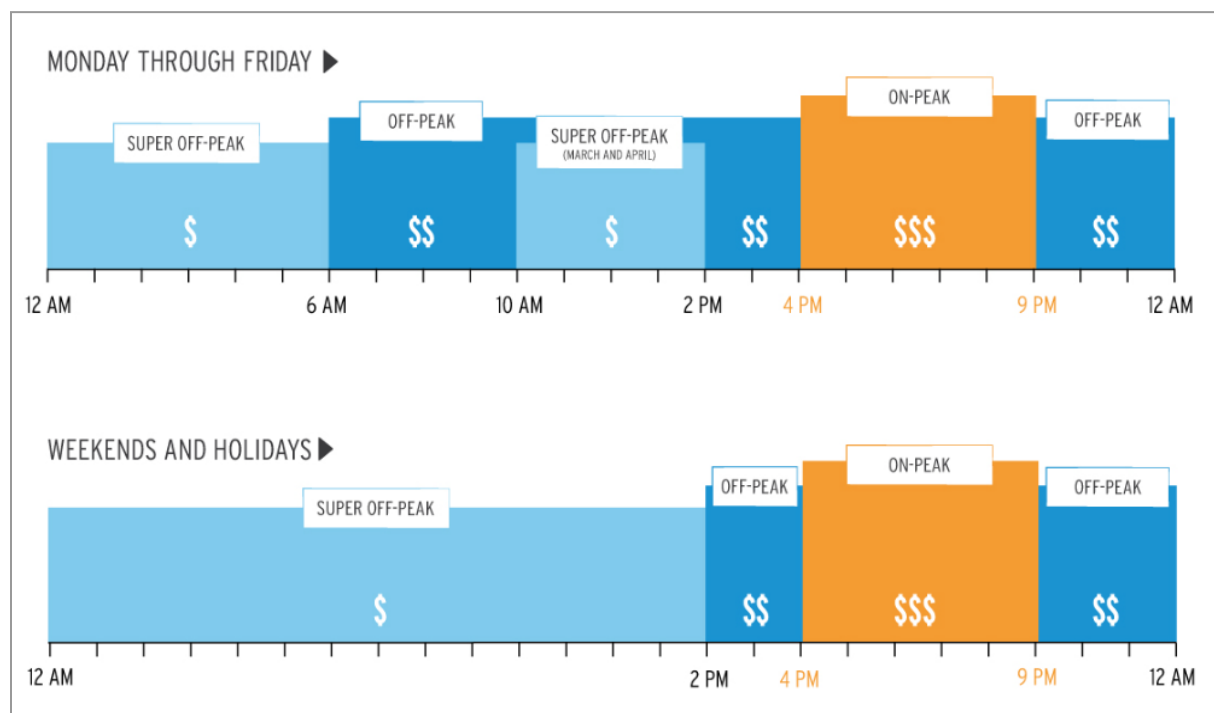


## San Diego Gas & Electric - Tariff EV-TOU-5

| EV-TOU-5             | Period          | Hours                                    | \$/kWh |
|----------------------|-----------------|------------------------------------------|--------|
| Summer<br>(June-Oct) | On-Peak         | 4-9pm everyday                           | 0.816  |
|                      | Off-Peak        | All other hours                          | 0.481  |
|                      | Super Off-Peak* | 12am-6am weekdays +<br>12am-2pm weekends | 0.154  |
| Winter<br>(Nov-May)  | On-Peak         | 4-9pm everyday                           | 0.511  |
|                      | Off-Peak        | All other hours                          | 0.448  |
|                      | Super Off-Peak* | 12am-6am everyday +<br>12am-2pm weekends | 0.145  |
| Monthly Fixed Charge |                 |                                          | \$16   |

\*10am-2pm in March & April weekdays are also Super Off-Peak

Utility Rates adjust slightly over time. Prices effective January 1, 2023





## Your Protection and Warranty Coverage

You get peace of mind that your investment in solar is protected.

### Performance Plan

90% performance assurance, labor & extended equipment warranty

- ✓ Equipment: Panel and Inverter
- ✓ Workmanship
- ✓ Roof Penetration
- ✓ Energy App & Monthly Report
- ✓ Intelligent Issue Detection
- ✓ Remote Diagnosis & Troubleshooting
- ✓ Proactive Service Alerts
- ✓ Customer Support
- ✓ Service Management
- ✓ Nationwide Field Service Network
- ✓ Covered Repairs & Labor
- ✓ Performance Guarantee

### What happens next?

1

#### Lightreach Contract Signature

A 25-year protection plan is part of your agreement. We've got you covered.

2

#### Finalize Design & Solar Installation

Your installer's team and partners will guide you through the design, engineering, and installation process.

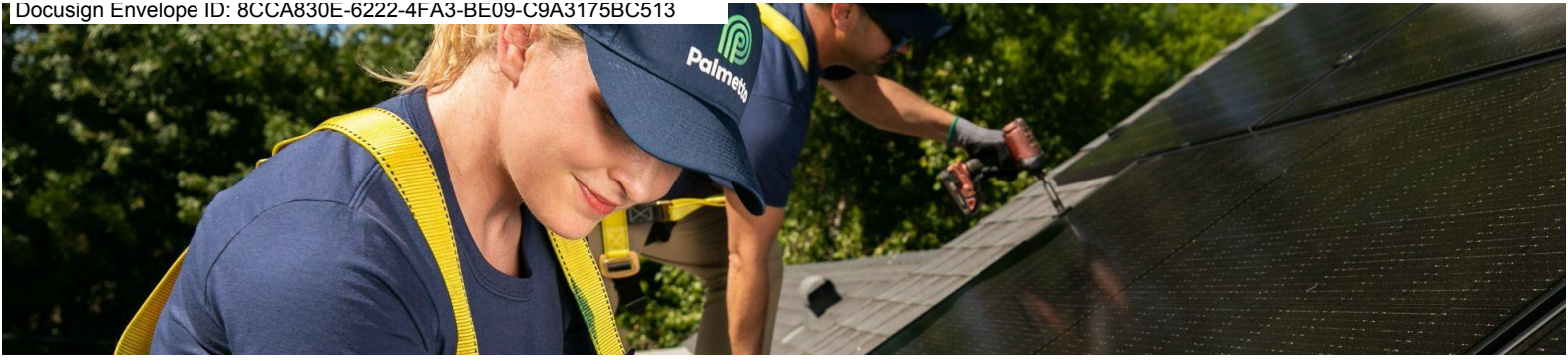
3

#### Solar System Permission to Operate

Once your system receives approval from your utility and is activated, your system will be monitored, and you will be proactively notified of any issues.



secured for  
you by **LightReach**



# Understanding Your Coverage

## Your Protection Plan & Warranties



### Issue Detection

Once activated, we will monitor your system for issues.



### Remote Diagnosis & Troubleshooting

We resolve issues remotely via online guides and live customer support.



### Proactive Communication

When any actionable issue is detected, you will be contacted to troubleshoot or schedule service.



### Customer Support

You have unlimited access to our solar experts.



### Service Management

If an issue cannot be resolved remotely, our team will coordinate an onsite service visit.



### System Warranties

Performance Warranty on Panels  
Equipment Warranty on Inverters  
Workmanship Warranty / Install Guarantee  
Roof Penetration Warranty



### Workmanship + Parts and Labor Coverage

Workmanship as well as labor for unexpected maintenance and repairs that may occur in the future is included in the package.



### Performance Guarantee

We provide reimbursement in the event of underperformance below 90% of verified estimates.



secured for  
you by



LightReach