everbright

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: $66,272.40.

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

If the attached contract was not negotiated at the contractor's place of business, you have a 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 business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the tenth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

Docusign Envelope ID: E6497150-4244-8CA8-82E2-921E977AF0CE

everbright



Taking Charge of Your Energy

$0
Upfront Payment

$0.275
Cost Per kWh

$141.79
Estimated Monthly Bill Year 1

With this agreement EverBright provides you the following

We will maintain the System and make repairs at no additional cost to you.

We use a web-enabled performance platform to monitor your System at no additional cost to you.

We provide a simple process for transferring the agreement to a new homeowner if you sell your home.

Your System is designed to save you money

5.20 kW	6,187 kWh	7,500 kWh	81.76%
System Size	Estimated Year 1 Production	Estimated Annual Usage	Estimated Offset

Your estimated 1st year of solar production equals:

6,992 pounds of coal burned





About EverBright: Energy is everywhere. Enjoy it without limits. EverBright empowers you to take control of your energy, eliminate uncertainty, and save money by producing and storing your electricity. At EverBright, we believe you should have the freedom to choose how and when you enjoy your energy.

Power Purchase Agreement: Part I – Payment Terms & Summary

This Power Purchase Agreement ("Agreement") is given to you by EverBright, LLC (together with its successors and assigns, "EverBright" or "we", "us", or "our"). Under the Agreement you agree to buy and we agree to sell all the electric energy generated by a solar power system that we will own (the "System"), to be installed at your home (the "Property") as described more fully in Part II – Terms and Conditions ("Part II" or "Standard Terms") of the Agreement. This Part I provides answers to some important questions you may have regarding the terms of the Agreement. The answers to the questions below in this Part I are not intended to answer all questions you may have about the Agreement, and only summarize certain terms of the Agreement. Please read the entire Agreement carefully.

Customer's name & service address:

Property Owner (Customer):
Patricia Wilkins

Customer 2 (if any):

Property Address:
1316 CASTAIC AVE
BAKERSFIELD, CA 93308

Owner Contact Information:
Customer:
Phone: [redacted]
Email: [redacted]

Customer 2 (if any):
Phone:
Email:

Payment Terms:

Monthly Payment:*	$141.79
Annual Percentage Increase: (the "Annual Increase")	3.5%

*Plus applicable taxes and fees, if any.

Frequently Asked Questions

What services will we provide?

- We will insure, monitor, operate, maintain, and repair the System at no cost to you.
- We will bill you monthly for each month of the Term.

What happens at the end of the Term?

- You may purchase the System as described in Part II, Section 8 of the Agreement; or
- You may ask us to remove the System at no cost to you, as described in Part II, Section 10(c) of the Agreement; or
- The Agreement may automatically renew for up to ten (10) one-year renewal terms as described in Part II, Section 10(a) of the Agreement.

Can you end the Agreement early?

- The Term of the Agreement is 25 years. You are agreeing to buy all energy generated by the System through the Term and any renewals.
- The only ways to end the Agreement early are if you sell your home or if you purchase the System as described in Part II, Section 8 of the Agreement.

What happens to tax credits, incentives, renewable energy credits and other benefits associated with the System?

- We will own all federal, state, and local tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or other attributes of the System; including renewable energy certificates and any similar environmental attributes associated with the electricity output from the System.

What happens if you want to sell your home?

You have three options if you sell your home as described in Part II, Section 7 of the Agreement:

- Assign this Agreement to the buyer of your home if the buyer agrees to assume the obligations herein and either passes our credit criteria or pays a $250 credit check exemption fee; or
- Purchase the System from us; or
- Prepay all monthly payments through the remaining term of the Agreement, in which case the buyer would not have to pass our credit criteria or pay a credit check exemption fee and would have no additional payment obligations under the Agreement.

The Payment Terms outlined above are only valid if you sign and return the Agreement to us within thirty (30) days of September 08, 2023, which may be extended at our sole discretion.

By signing below, you agree that you:

- ✓ Have read the entire Agreement including any/all Exhibits;
- ✓ Agree to all the terms of the Agreement and the Exhibits, including without limitation the arbitration provisions in Part II, Section 21 of the Agreement;
- ✓ Are eighteen (18) years of age or older;
- ✓ Unless signing as a co-signer, are either a United States resident or are not exempt from paying Federal U.S. income taxes;
- ✓ Are the owner of legal title to the home and that every person or entity with an ownership interest in the home has agreed to be bound by the terms of the Agreement;
- ✓ Have understood that EverBright has the right to obtain and use your consumer report;
- ✓ Agree that EverBright will make a final determination of your eligibility in its sole discretion;
- ✓ Acknowledge that you are responsible for making all payments under the terms of this Agreement;
- ✓ Acknowledge that EverBright will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- ✓ Acknowledge that you are responsible for all obligations set forth in Part II, Section 6.
- ✓ Acknowledge that you will continue to receive a monthly bill from your local utility;
- ✓ Acknowledge that the System is owned by EverBright and/or its assigns; and
- ✓ Acknowledge that you have been advised of your right to cancel this Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

Right to Cancel Notice

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

BY SIGNING BELOW, YOU ATTEST THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AND THE EXHIBITS, AND TWO (2) COPIES OF A NOTICE OF CANCELLATION.

Your Signature(s)

Property Owner's Name (Customer):
Patricia Wilkins

Customer 2 (if any):

Signature: DocuSigned by: Patricia Wilkins FB0593DA231F415...

Signature: _____

Date: 9/19/2023

Date: _____

TERMS OF AUTOMATIC RENEWAL

PROVIDED THAT (I) YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT (SEE PART II, SECTION 17) AND (II) YOU HAVE NOT GIVEN US WRITTEN NOTICE OF YOUR INTENT TO PURCHASE THE SYSTEM AT THE END OF THE TERM (AS DESCRIBED IN PART II, SECTION 8(A)), THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS WE RECEIVE NOTICE FROM YOU TO THE CONTRARY OR UNTIL THE MAXIMUM NUMBER OF RENEWALS IS REACHED.

TO PREVENT AN AUTOMATIC RENEWAL FROM OCCURRING, WE MUST RECEIVE FROM YOU WRITTEN NOTICE AT LEAST TEN (10), BUT NOT MORE THAN NINETY (90), CALENDAR DAYS BEFORE THE SCHEDULED COMMENCEMENT OF AN AUTOMATIC RENEWAL THAT YOU DO NOT WISH TO RENEW.

THIS AGREEMENT WILL AUTOMATICALLY RENEW AT THE END OF THE ORIGINAL TERM FOR ONE (1) ADDITIONAL ONE (1) YEAR RENEWAL TERM AT A MONTHLY PAYMENT EQUAL TO THE MONTHLY PAYMENT FOR YEAR 25 ESCALATING ANNUALLY AT THE APPLICABLE ANNUAL INCREASE RATE. THIS AGREEMENT WILL CONTINUE TO RENEW FOR A MAXIMUM OF TEN (10), ONE (1) YEAR RENEWAL TERM(S).

WE WILL SEND YOU A NOTICE AT LEAST FIFTEEN (15), BUT NOT MORE THAN FORTY-FIVE (45), CALENDAR DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT TO (I) REMIND YOU OF YOUR END OF TERM OPTIONS AND (II) DISCLOSE TO YOU THE MONTHLY PAYMENT FOR THE FIRST AUTOMATIC RENEWAL TERM AND THE RATE AT WHICH THE MONTHLY PAYMENT WILL AUTOMATICALLY ESCALATE FOR ANY FUTURE AUTOMATIC RENEWAL TERMS.

BY SIGNING BELOW, YOU ATTEST THAT YOU CONSENT TO THE TERMS OF AUTOMATIC RENEWAL.

Your Signature(s)

Property Owner's Name (Customer):
Patricia Wilkins

Customer 2 (if any):

Signature: DocuSigned by: Patricia Wilkins FB0593DA231F415...

Signature: _____

Date: 9/19/2023

Date: _____

Power Purchase Agreement: Part II – Terms and Conditions

THESE TERMS AND CONDITIONS ("STANDARD TERMS" OR "PART II") ARE INCORPORATED BY REFERENCE INTO THE POWER PURCHASE AGREEMENT: PART I – PAYMENT TERMS AND SUMMARY ("PART I") BETWEEN EVERBRIGHT AND THE PROPERTY OWNER. IN THE EVENT OF A CONFLICT BETWEEN THESE STANDARD TERMS AND PART I, THESE STANDARD TERMS SHALL GOVERN. THESE STANDARD TERMS AND PART I ARE COLLECTIVELY REFERRED TO HEREIN AS THE "AGREEMENT."

1. General

(a) Introduction. This Agreement is between each Property Owner who signs Part I of this Agreement (individually and together referred to in this Agreement as "you" and "your") and EverBright for the sale to you of the electric energy ("Energy") generated by the System, which includes solar panels, mounting systems, inverters, energy monitoring systems, non-backup batteries (such as the PowerShift) and other equipment to be installed at your request at the Property Address shown on Part I pursuant to an installation agreement between you and a licensed contractor ("Installer"). Because of your agreement to purchase Energy pursuant to this Agreement, EverBright has agreed, at your request, to purchase the System from Installer following installation. EverBright agrees to sell to you, and you agree to buy from EverBright, all of the Energy generated by the System on the terms and conditions described in this Agreement.

By signing this Agreement, you confirm that you are:

I. A Property Owner signing on behalf and with the consent and authorization of all Property Owners of the Property;
II. A trustee if the Property is owned by a trust; or
III. An attorney in fact or agent authorized under a written power of attorney to sign on behalf of the Property Owners.

(b) In-Service Date. The "In-Service Date" is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy, (ii) all permissions and permits necessary to operate the System have been obtained, (iii) the System has been interconnected with the local utility's electric grid, (iv) all inspections, back-up documentation, and certificates required under applicable law or by the local utility have been provided to EverBright and (v) all conditions listed in Section 11 have been satisfied.

(c) Term of Agreement. The "Term" of this Agreement begins on the In-Service Date and runs for 25 years (300 full calendar months) plus, if the In-Service Date is not on the first day of a calendar month, the number of days left in that partial calendar month. If the In-Service Date is any day other than the first day of a calendar month, the resulting partial month is included along with the subsequent twelve (12) full calendar months in the first year of the Term. Each subsequent year of the Term begins on the first day of the calendar month immediately after the anniversary date of the In-Service Date. See Section 10 with respect to your rights at the end of the Term, including automatic renewal and the right to purchase the System.

(d) This Agreement is intended to be a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.

2. Purchase and Sale of Energy

(a) Payments. You agree to pay the "Monthly Payment" as set forth on Exhibit B.

(b) Monthly Bills. Each month, we will prepare a bill for the preceding billing cycle. You agree that we may send your monthly bills via email unless you contact us directly to request that your monthly bills be sent through the U.S. mail.

Your billing cycles run on a monthly basis. Your monthly bill will reflect the Monthly Payment from the applicable monthly billing period plus any applicable taxes and fees.

You agree to review each monthly bill promptly for any errors. If you inform us that an error exists on your monthly bill, we will attempt to correct that error prior to your next monthly bill. If you fail to promptly notify us in writing about an error on your monthly bill, we shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Our sole liability to you shall be our obligation to make any appropriate changes after we receive your notification.

(c) Monthly Payments. The first Monthly Payment due date will be at least thirty (30) calendar days after the In-Service Date. All other Monthly Payments will be due on the same day of each following month as the first Monthly Payment; provided, if the due date of the first Monthly Payment is the last day of the month and such date does not exist in all subsequent months, then each subsequent due date shall be the last day of the applicable month. For example, (i) If the In-Service Date occurs on February 17, the first Monthly Payment will be due no earlier than March 17 and (ii) if the due date for the first Monthly Payment is March 31, then the due date for the second Monthly Payment will be April 30. We will send you written notice of the first Monthly Payment due date and amount after the In-Service Date.

Monthly Payments are payable to us (i) by automatic withdrawal from your checking account or (ii) by check drawn on a United States bank account. By providing your automatic payment information where indicated on Exhibit D, you agree to make all Monthly Payments through an automatic payment from your checking account. You agree to send Monthly Payments to us at the address shown on Exhibit D or to any other address or person specified in a written notice we send to you.

(d) Additional Energy. If you need more electric energy than is being generated by the System, you will be solely responsible for purchasing that electric energy ("Additional Energy") from an additional supplier, such as your local utility provider or retail electric supplier. During the term of this Agreement, you should expect to purchase Additional Energy from your local utility or retail electric supplier from time to time. EverBright will not be in default of this Agreement and will not be responsible for any Additional Energy purchased by you to augment the Energy generated by the System.

Agreed and accepted by:

DS
PW _____ **(Initials)**

_____ **(Initials)**

3. PowerShift; Optimization Services; Monitoring; Data

(a) PowerShift. Your System is equipped with a PowerShift that is intended to optimize when solar power is used based on when rates are the highest. Your System and PowerShift Non-Backup Battery will not provide backup power to your home in the event of a blackout. The PowerShift will not function in the event of an electrical outage. Furthermore, we expressly forbid you from tampering with the PowerShift or its settings to back up any life-dependent or life-critical medical devices with the PowerShift. If you do so, you take all liability and associated risk, which may include serious injury or death. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT

ELECTRICITY NEEDS DURING AN ELECTRICITY OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

From time-to-time, EverBright might provide you with instructions, ask you for information, or change the settings on the PowerShift to keep it working properly. As part of your participation, you acknowledge and agree that:

(i) EverBright will have the right to remotely monitor, update, control, and cause energy to be discharged or reserved from and in the PowerShift, at any time and in its sole discretion and without notice, for the purposes of increasing your energy savings.
(ii) You will set up a PowerShift discharge profile in the manufacturer's app as directed by EverBright.
(iii) The PowerShift will always be set up to draw charge from the System.
(iv) You are not authorized to change the PowerShift profile after the System is installed and shall not attempt to do so.
(v) You give EverBright the sole right to optimize the PowerShift operations, which allows us to further reduce your electricity costs, and/or enroll you in Energy Management Programs, at our sole discretion.
(vi) You will not connect any other power generation or energy storage resource (including any backup systems) to your home's electrical panel, including any such resource using diesel, natural gas, gasoline, propane or liquefied petroleum gas. Under normal conditions of use, the PowerShift should pose no danger to you or your home. However, if mishandled, the PowerShift may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SYSTEM WILL NOT PROVIDE BACKUP POWER AND THAT EVERBRIGHT WILL NOT BE LIABLE FOR THE EVERBRIGHT SYSTEM NOT PROVIDING SUCH BACKUP POWER.

Agreed and accepted by:

DS
PW _____ **(Initials)**

_____ **(Initials)**

(b) Optimization Services. EverBright may, from time to time, administer and operate the System (including the PowerShift) to optimize your home's energy production and consumption. In addition, depending on where you live and the System equipment, you may qualify to participate in one or more programs designed to reduce your electricity costs or to maintain the reliability of your local electrical grid, including government technology rebates, performance incentives, utility demand response programs or other bill management opportunities (collectively, "Energy Management Programs"). In each of these Energy Management Programs, a portion of the energy produced and/or stored by the System may be sent back into your local electrical grid to improve its efficiency and/or reliability. In exchange for your permission to manage the PowerShift and your participation in these Energy Management Programs, you will be directly compensated either by the utility or by EverBright. EverBright may enroll the System and PowerShift in one or more Energy Management Programs if and when it becomes eligible to do so in your location. We will fully control and optimize the System's activities with the intention of generating incremental savings and value. Participation in these optimization services will remain in effect for the duration of the Agreement, if we so elect.

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

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

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

Agreed and accepted by:

DS
PW _____ **(Initials)**

_____ **(Initials)**

4. Performance Guarantee

(a) Guaranteed Output. Subject to the conditions set forth in this Section 4(a), we guarantee that the System will generate, on a 24-month basis, no less than the output as set forth in Exhibit C (the "Guaranteed Output"). Subject to the conditions set forth in this Section 4(a), we will issue you a credit if the System does not generate the Guaranteed Output.

We will not issue you a credit for any System under-performance arising from any of the following:

(i) Under-performance arising from your failure to comply with your obligations under the Agreement.
(ii) Under-performance arising from shading conditions (other than weather) different from those that were present at the Property at the commencement of installation.
(iii) Under-performance as a result of a grid failure disabling the System.
(iv) Under-performance arising from you causing or requesting the System to be shut down or to generate significantly less electric energy.
(v) Under-performance arising from damage to the System caused by foreign objects acting on the System (hail, golf balls, etc.).

WE MAKE NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE SYSTEM'S ACTUAL OR EXPECTED OUTPUT OR PERFORMANCE AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

(b) Over-generation. If, over the course of the Term, the System generates more energy than the Guaranteed Output, then the extra energy will be yours at no additional cost. We may use this over-generation amount to offset future under-performance in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.

REST OF PAGE INTENTIONALLY LEFT BLANK

(c) Actual Output and Credits. On the 24-month anniversary of the In-Service Date and on every 24-month anniversary thereafter indicated on Exhibit C (each, a "Guarantee Date"), we will calculate the "Actual Output" of the System during the preceding 24-month period. For the purposes of this Agreement, "Actual Output" shall mean the amount of Energy generated by the System to date plus any kWh for which you have previously received a credit. Subject to Section 4(a), if the Actual Output is less than the Guaranteed Output for that Guarantee Date set forth on Exhibit C, we will issue you a credit. This credit will be calculated by subtracting the Actual Output for that Guarantee Date from the Guaranteed Output for that Guarantee Date, and multiplying the applicable Credit per kWh for that year set forth on Exhibit C. If the energy monitoring system is malfunctioning or otherwise inoperable for a period of time, we may calculate your Actual Output using the estimated kWh that would have likely been generated during that period based on the projected amount of Energy expected to be generated by the System.

Agreed and accepted by:

DS
PW
_____ **(Initials)**

_____ **(Initials)**

5. EverBright's Additional Obligations

We agree to:

(a) utilize a web-based performance monitoring system to accurately measure the amount of Energy the System delivers to you;

(b) operate and maintain the System in good operating condition at our cost and expense;

(c) insure the System against all damage or loss unless that damage or loss is caused by you, your guests, contractors or agents; and

(d) operate the System in material compliance with all applicable laws and permits and local utility providers' requirements.

6. Your Additional Obligations

(a) System and Property Maintenance. You agree to:

(i) maintain and make available, at your cost, a functioning indoor internet connection with one available wire Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) at all times during the Term;
(ii) maintain in good condition and repair the roof of your home and any structural elements or utility interconnections necessary to support the operation of the System;
(iii) not move, tamper with, or disturb the System, or permit anyone else to do so, unless previously authorized by EverBright in writing;
(iv) not modify, permit or allow structures on your Property in a way that shades, blocks or restricts the System's access to direct sunlight;
(v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the System was installed;

(vi) be responsible for any conditions at your Property that affect the installation or maintenance of the System (e.g., blocking access to the roof, or removing a tree or other natural or man-made object(s) that block access to the roof and/or to sunlight) at your sole cost and expense;

(vii) prevent damages to the System from foreign objects such as golf balls, frisbees, or rocks;

(viii) permit EverBright, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

(ix) use the Energy the System generates primarily for personal, family, or household purposes, but not to heat a swimming pool (if you have a swimming pool, the load relating to the swimming pool may be excluded for purposes of sizing the System);

(x) not remove any markings or identification tags on the System;

(xi) not do anything that would, or permit or allow to exist any condition or circumstance that would, cause the System not to operate as intended at the Property or otherwise violate any manufacturer's warranties; and

(xii) pay for any reasonable removal, storage and reinstallation costs in the event the System needs to be removed in order for you to repair or replace the roof on your home; you agree to notify EverBright of the same so that arrangements can be made for such removal, storage and reinstallation.

(b) Fees; Late Charges; Checks; Automatic Payment. In addition to the other amounts you agree to pay in this Agreement, you agree to pay the fees as set forth on Exhibit D. In addition, except to the extent prohibited by applicable law, you will also be responsible for any third-party charges we incur in the course of administering this Agreement. If you refinance your mortgage, you will also be responsible for related administrative charges incurred as a result of the refinancing.

(c) Taxes. The payments specified in Exhibit B and Exhibit C do not include taxes.

(i) If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed on these payments, the sale of Energy, the property, or the transaction itself, and are paid by EverBright rather than you, you agree to pay or reimburse EverBright for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

(ii) In addition, you agree to reimburse EverBright for any taxes, including any associated interests and penalties, assessed on the System that EverBright may incur.

(iii) To the extent that EverBright seeks reimbursement from you, you agree that EverBright may seek a full reimbursement from you for the total amount incurred by EverBright, impose a surcharge on your monthly invoice to recover the total amount incurred by EverBright over a period to be determined by EverBright, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by EverBright.

(d) Filings. You agree that the System will be EverBright's personal property under the Uniform Commercial Code and at our reasonable request you will notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System constitutes personal property and not fixtures (or real property). You also agree that the System is not a real property fixture. However, you agree that EverBright may file UCC-1 financing statements and/or real property fixture filings related to our ownership interest in the System, and any other notices permitted or required by law. EverBright may assign such filings and any assignee may also file UCC-1 financing statements and/or real property fixture filings related to the System. You also authorize EverBright to make corrections to any utility paperwork to conform to this Agreement or any revisions or amendments to this Agreement that you and we both agree upon.

(e) No Alterations. You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void any manufacturer warranties on the System without EverBright's prior written consent. If you make any modifications, improvements, revisions, or additions to the

System after receiving such prior written consent, they will become part of the System and shall be EverBright's property.

(f) Access to the System.

(i) EverBright or its representatives shall give you reasonable notice of our need to access the Property whenever commercially reasonable. You grant to EverBright and our employees, agents, representatives, designees and independent contractors (and any inspectors under any state incentive program) the right to reasonably access all of the Property as necessary for the purposes of (A) operating, owning, repairing, maintaining, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing EverBright's rights as to this Agreement and the System; or (C) taking any other action reasonably necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after the expiration of this Agreement in order to provide EverBright with reasonable time to remove the System after the end of this Agreement.

(ii) During the time that EverBright has access rights, you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with EverBright's access rights.

(g) Indemnity. To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless EverBright, our employees, officers, directors, agents, successors and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses, to the fullest extent allowed by law), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from damage to the System caused by you or your guests, contractors or agents; provided that nothing herein shall require you to indemnify EverBright for our own negligence or willful misconduct. **The provisions of this paragraph shall survive termination or expiration of this Agreement.**

(h) Monthly Payments. You agree that the 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 Section 10 and in the accompanying Notice of Cancellation, 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) Notices. You agree to:

(i) notify EverBright immediately upon your discovery of an emergency condition relating to the System, damage to the System or theft of the System;
(ii) notify EverBright of the sale of your home (see Section 7 below); and
(iii) notify EverBright before changing your electric power supplier.

See Section 22 for information about sending notices to EverBright.

7. Options When Selling Your Property

(a) If you (or your estate or your heirs, as applicable) sell your Property you must choose one of the following three (3) options:

(i) **Transfer this Agreement and the Monthly Payments**. If (A) the person(s) buying your Property meets EverBright's then-applicable credit requirements or (B) either you or the buyer pays us a $250 credit check exemption fee, then the buyer may sign a transfer agreement assuming all of your rights and obligations under this Agreement, including the obligation to pay Monthly Payments. You will also be responsible for any related administrative charges we incur as a result of the transfer, such as filing, amending or terminating any UCC or fixture filings.

(ii) **Purchase the System Outright**. Pursuant to Section 8 below.

(iii) **Prepay the remaining Monthly Payments and Transfer only the Use of the System.** If you prepay the remaining Monthly Payments, the person(s) buying your Property will not have to meet any credit requirements and will only need to sign a transfer agreement to assume your rights and obligations (other than the obligation to make Monthly Payments through the Term) under this Agreement. The System stays at your Property; the buyer does not have to make any Monthly Payments through the Term (not including any Automatic Renewal Terms) but otherwise will be required to comply with the remainder of this Agreement and EverBright's obligations under this Agreement will continue through the remainder of the Term and as described in Section 10.

(b) If you sell your Property, you must notify us, in writing, at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled closing date indicating which of the options in Section 7(a) you have chosen.

(c) If you (or your estate or your heirs, as applicable) sell your Property and do not comply with one of the options in Section 7(a) above, you will be in default under this Agreement. (See Sections 17 and 18)

8. Options to Purchase the System

(a) You have the option to purchase the System at the following times during the Term:

(i) at any time after the sixth (6th) anniversary of the In-Service Date (see Section 1(b) above);
(ii) at the end of the Term of this Agreement (see Section 1(c) above);
(iii) if you sell your Property during the Term (see Section 7 above); or
(iv) with EverBright's written consent (which EverBright may withhold in EverBright's sole discretion) at another time not described above.

(b) To purchase the System pursuant to Section 8(a), you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment to EverBright within thirty (30) days of receiving an invoice from EverBright for the purchase price.

(c) The purchase price you will pay for the System ("Buyout Price") shall be the greater of: (i) the System's appraised fair market value ("Fair Market Value") at such time; or (ii) the amount set forth in the "Minimum Buyout Price"" column on Exhibit B that corresponds with the year in which the purchase is to occur, plus all applicable taxes and fees relating to the purchase and sale of the System. EverBright will determine Fair Market Value by referencing sources such as an industry guide listing retail prices of used photovoltaic systems installed in your local utility district that are the same as (or substantially similar to) the System, or if no such sources are readily available, by use of an appraisal prepared by an independent appraiser at EverBright's expense. The independent appraiser will, on a desktop basis, assume the System will be exchanged between a willing and informed buyer (taking into account an assumption by the buyer of the remaining obligations under this Agreement) and a willing and informed seller, taking into account current and projected market conditions.

(d) If you exercise the option to purchase the System, you will be purchasing the System "AS IS, WHERE IS" and EverBright will assign you any product and/or workmanship warranties still in effect for the System. However, EverBright will not provide any maintenance or repair services after you purchase the System, unless you enter into a separate agreement with EverBright, at your expense, for such services. If you exercise the option to purchase the System, this Agreement will terminate effective as of the date of such purchase.

9. Option to Prepay Agreement

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

(b) In order to prepay this Agreement, you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired prepayment date. The amount you prepay (the "Prepayment Price") will be based on the following: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the amount set forth on Exhibit B in the column titled "System Prepayment Price" (which reflects an amount discounted to present value at five percent (5%) per year), plus (iii) any applicable taxes.

(c) If you exercise the option to pay the Prepayment Price, any obligations under this Agreement will continue through the remainder of the Term and as described in Section 10.

10. Options at the End of the Term

(a) Automatic Renewal. Provided that (i) you are not in default under this Agreement (see Section 17) and (ii) you have not given us written notice of your intent to purchase the System at the end of the Term (as described in Section 8(a)), this Agreement shall automatically renew at the end of the Term for one (1) additional one (1) year renewal term ("Automatic Renewal Term") at a Monthly Payment equal to the Monthly Payment for year 25. The Agreement will continue to renew for a maximum of ten (10), one (1) year Automatic Renewal Terms escalating annually at the applicable Annual Increase rate, unless and until we receive from you written notice. See Section 22 for information on how and where to send the written notice. The notice must be received at least ten (10), but not more than ninety (90), calendar days before the scheduled commencement of an Automatic Renewal Term that you do not wish to renew. EverBright will send you a notice at least fifteen (15), but not more than forty-five (45), calendar days prior to the expiration of this Agreement to (i) remind you of your end of term options, and (ii) disclose to you the Monthly Payment for the first Automatic Renewal Term and the rate at which the Monthly Payment will automatically escalate for any future Automatic Renewal Terms.

(b) Purchase the System. You also have the right to purchase the System at the end of the Term. See Section 8 for a detailed explanation.

(c) If you choose not to renew this Agreement or purchase the System, then EverBright will have the option to remove the System from your Property at no cost to you.

(d) If at the end or termination of this Agreement you are in default (see Section 17), and EverBright removes the System from your Property, then you agree to pay EverBright the reasonable expense of removing the System from your Property.

(e) In the event that we remove the System from your Property for any reason as permitted or contemplated hereunder, we will return the roof area within three inches of the mounting penetrations to a waterproof condition.

11. Termination Rights Prior to Installation of the System

(a) Termination of this Agreement Before System Installation. EverBright's obligation to sell you the Energy the System generates is conditioned on the following items having been completed to our reasonable satisfaction:

(i) completion of the engineering site audit (a thorough physical inspection of the Property, including if applicable geotechnical work), and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
(ii) confirmation of availability of rebates, tax credits, renewable energy credits and other incentives in the amount used to calculate the Energy Price and Monthly Payment amounts set forth in this Agreement;
(iii) your meeting our credit underwriting criteria then in effect;
(iv) confirmation that EverBright will obtain all applicable benefits referred to in Section 13;
(v) receipt of all necessary zoning, land use and building permits; and
(vi) completion of any renovations, improvements or changes reasonably required on the Property, at your sole cost and expense (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

EverBright may terminate this Agreement without any liability if, in our reasonable judgment, any of the above listed conditions will not be satisfied for reasons beyond our reasonable control.

(b) Right to Terminate this Agreement for Significant Delays. If, in our reasonable judgment, the installation of the System is not likely to occur in a timely manner for any reason, EverBright may terminate this Agreement by written notice to you, which notice will be effective upon your receipt of such notice.

(c) Consumer Agreement Revision for Significant Changes. If EverBright recalculates the Guaranteed Output, EverBright may provide you with an updated Part I of this Agreement (a "Consumer Agreement Revision") that will reflect changes to certain terms affected by the revised estimated output and a summary of the terms changed by such Consumer Agreement Revision. You will have the right to either sign the Consumer Agreement Revision and agree to the revised terms, or terminate this Agreement.

12. Assignment

(a) Assignment by EverBright. EverBright may assign, sell or transfer the System and this Agreement, or any part of this Agreement, without your consent and without notice. Assignment, sale or transfer generally means that EverBright would transfer certain of our rights and/or certain of our obligations under this Agreement to another party. Any assignment of EverBright's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.

(b) Assignment by You. Except as set forth in this Agreement, you will not assign, sell, pledge or in any other way transfer your interest in the Energy generated by the System, or in this Agreement, without our prior written consent, which shall not be unreasonably withheld.

13. Our Ownership of the System; Tax Credits and Rebates

YOU UNDERSTAND AND AGREE THAT THIS IS NOT A CONTRACT TO SELL OR LEASE THE SYSTEM TO YOU. EVERBRIGHT WILL OWN THE SYSTEM FOR ALL PURPOSES, INCLUDING ANY DATA GENERATED FROM THE SYSTEM. YOU SHALL AT ALL TIMES KEEP THE SYSTEM FREE AND CLEAR OF ALL LIENS, CLAIMS, CHARGES, LEVIES AND LEGAL PROCESSES NOT CREATED BY EVERBRIGHT, AND SHALL AT YOUR EXPENSE PROTECT AND DEFEND EVERBRIGHT AGAINST THE SAME.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL FEDERAL, STATE AND LOCAL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF EVERBRIGHT, USABLE AT OUR SOLE DISCRETION. EVERBRIGHT SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY, USE AND TRANSFER ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE NOT TO CLAIM OR TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION THAT MAY JEOPARDIZE EVERBRIGHT'S ABILITY TO RECEIVE SUCH BENEFITS, INCLUDING, WITHOUT LIMITATION, CLAIMING ANY TAX CREDITS WITH RESPECT TO THE SYSTEM ON ANY TAX RETURN AND/OR ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH EVERBRIGHT SO THAT WE MAY CLAIM AND TRANSFER ANY FEDERAL, STATE OR LOCAL TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING OR ASSIGNING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS OR THEIR CASH EQUIVALENT TO EVERBRIGHT.

14. Loss or Damage; Insurance

(a) Loss or Damage. Unless you or your guests, contractors or agents cause or permit damages to the System, or as otherwise provided in this Agreement, EverBright will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.

(b) Insurance. EverBright will insure the System against all damage or loss unless that damage or loss is caused or permitted by you or your guests, contractors or agents. You agree to carry homeowner's insurance that covers damage to your Property and provides general liability coverage, but you do not need to add the System to your Property insurance policy.

15. Force Majeure; Casualty

(a) EverBright is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" includes acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute.

(b) If at any time during the Term all or substantially all of the Property and/or the System shall be damaged and/or destroyed by fire or other casualty, EverBright may terminate this Agreement by written notice to you, which termination shall be effective upon receipt of such notice.

16. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EVEN IF A COURT OR ARBITRATOR DECIDES THAT OUR BREACH OF THIS AGREEMENT OR NEGLIGENCE, FAILURE OF THE SYSTEM, OR A FAILURE OF THE INSTALLATION OR ANY REPAIR PROVIDED BY US CAUSED OR ALLOWED ANY DIRECT HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU OR ANYONE IN OR ON YOUR PROPERTY, YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID US FOR THE ELECTRICITY GENERATED BY THE SYSTEM AND YOU SPECIFICALLY WAIVE ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY.

17. Default

YOU WILL BE IN DEFAULT UNDER THIS AGREEMENT IF ANY ONE OF THE FOLLOWING OCCURS:

(a) We have not received two or more consecutive Monthly Payments in full by their payment due dates;

(b) You or any guarantor makes an assignment for the benefit of creditors, admits in writing your (or any guarantor's) insolvency, a bankruptcy petition is filed by or against you or any guarantor, or you or any guarantor is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity;

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

(d) You (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the System without EverBright's prior written consent;

(e) You fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, including, but not limited to, making any alterations to the System) and such failure continues and is not corrected for a period of fifteen (15) days after written notice; or

(f) In the event of any foreclosure on your Property not stayed at least thirty (30) days prior to any sale.

18. Additional Action After Default

IF YOU ARE IN DEFAULT UNDER THIS AGREEMENT, WE MAY TAKE ANY ONE OR MORE OF THE FOLLOWING ACTIONS AT OUR OPTION AND IN OUR DISCRETION. IF THE LAW REQUIRES US TO DO SO, WE WILL GIVE YOU NOTICE AND WAIT THE STIPULATED PERIOD OF TIME REQUIRED BEFORE TAKING THESE ACTIONS. WE MAY:

(a) terminate this Agreement;

(b) take any reasonable action to correct or cover your default and/or to prevent or reduce our loss (including without limitation costs of repairing damage to the System for which you are responsible); any amount we pay will be added to the amount you owe us and will be immediately due;

(c) require you, at your expense, to return the System or make it available to us in a reasonable manner;

(d) proceed, by appropriate court or other action, to enforce performance of this Agreement and/or to recover damages for your default (including without limitation our court costs, attorneys' fees, and other expenses relating to your default, to the fullest extent allowed by law);

(e) turn off or take back the System by legal process or self-help, but we may not breach the peace or violate the law;

(f) recover from you a payment equal to Prepayment Price plus all taxes, late charges, penalties, interest and all other sums then accrued or due and owing to EverBright. After we receive this amount from you, we will automatically convey the System to you on an "AS IS, WHERE IS" basis; and

(g) use any other remedy available to us in this Agreement or by law or in equity.

By choosing any one or more of the remedies described above, EverBright does not give up our right to use another remedy. By deciding not to use any remedy when you are in default, EverBright does not give up our right to use that remedy (or any other remedy) in case of a subsequent default

19. Warranties

(a) We provide the following warranties (collectively, the "Warranty"):

(i) **Roof Penetration Warranty.** We warrant that roof penetrations made by the System and impacting the Property's roof will be weather-tight for a period of ten (10) years after installation.

(ii) **Damage Warranty.** We will either repair or reimburse you for damage we cause during installation to the Property, your belongings or your property, as limited by Section 19(b).

(b) Warranty Exceptions and Exclusions.

(i) The Warranty shall be void and voidable if work is performed by you or your contractors.

(ii) The Warranty does not cover any (A) leaks that occur in areas of the Property's roof not impacted by the System or the associated roof penetrations, (B) pre-existing and/or underlying failures of the Home's roof or (C) foreign objects acting on the Home's roof (hail, golf balls, etc.).

(iii) The Warranty does not apply to the following: (A) work performed or materials used by anyone other than the Installer; (B) any materials that were modified, repaired or attempted to be repaired by anyone other than us, our agents, our representatives, our designees or the Installer without our prior written approval; (C) any damage resulting from your breach of the Agreement; (D) any damage not caused by us, the Installer or a System defect; (E) any damage resulting from ordinary wear and tear; (F) any damage resulting from mold, fungus and other organic pathogens; (G) shrinking/cracking of grout and caulking; (H) fading of paints and finishes exposed to sunlight; (I) any damage caused by ball strikes; and (J) any damage caused by your failure to comply with your obligations under this Agreement.

You acknowledge that installation of the System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if the installation voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the System will have on a roof warranty.

You must notify us promptly and in writing of any claim under the Installation Warranty as outlined in Section 22 below.

EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT, YOU UNDERSTAND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

20. Governing Law

The laws of the state where your Property is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate (see Section 21 below).

21. Dispute Resolution; Arbitration; Class Action Waiver

Informal Dispute Resolution. The parties agree to first try to resolve informally and in good faith any dispute. Accordingly, you agree to send a written notice of the dispute to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later

designated by us. We (including our agents, representatives and designees) will send a written notice of dispute to your address listed on page 3 of the Agreement. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If you claim deficiencies in the System's installation or performance, you must allow us to visually inspect the System and obtain or download pertinent performance data from the System.

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

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

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

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

Agreed and accepted by:

DS PW _____ **(Initials)**

_____ **(Initials)**

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

Agreed and accepted by:

DS PW _____ **(Initials)**

_____ **(Initials)**

22. Notices

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party agrees that a document sent via PDF is deemed to be the same as an original document. Notices from you must include your name, the Property Address shown on page 3 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. You agree to send written notices to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us. We will send notices to you using the email or Property Address shown on page 3 of this Agreement unless and until we receive written notice from you of a change to your email or mailing address. You agree that our agents, representatives and other designees may communicate with you directly on our behalf for all purposes relating to the System or this Agreement, including any notices regarding claims we may have.

You agree that EverBright may call you and send live, pre-recorded and text messages to you, including by use of an automated telephone dialing system, at the phone number you provided regarding the installation, maintenance and administration of your System or this Agreement, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

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

23. Privacy/Publicity

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

Agreed and accepted by:

DS
PW _____ **(Initials)**

_____ **(Initials)**

24. Waiver

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

25. Accuracy of Information/Credit Reports

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

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

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

26. Personal Information and Privacy Policy

Please see our Privacy Policy (available at www.goeverbright.com) for more information about how we collect and use personal information. By signing this agreement, you acknowledge that you have read, understand and agree with the terms of our Privacy Policy, and that our Privacy Policy may be changed from time to time.

27. Monitoring and Recording Telephone Call

EverBright and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You agree that we may call you and send pre-recorded and text messages to you at the phone number you provided regarding this Agreement and the installation, maintenance and administration of your System, including by the use of an

automated telephone dialing system, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

28. Calling Agreement

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

Agreed and accepted by:

DS
PW _____ **(Initials)**

_____ **(Initials)**

29. Entire Agreement; Survival; Changes; Joint and Several Liability

This Agreement contains the parties' entire agreement regarding the sale and purchase of Energy 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 (except to the extent specifically provided to the contrary in this Agreement) signed by both parties.

Captions and headings used in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement. Unless the context specifically requires otherwise, the use of the plural in this Agreement includes the singular, and vice versa. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement, any provisions herein or any amendments hereto. 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. In addition, in the event this Agreement becomes subject to utility-type or other regulation by any public utility commission or other regulatory agency, you agree to reasonably cooperate with EverBright in restructuring this agreement such that it would no longer be subject to such utility-type or other regulation by any public utility commission or other regulatory agency or otherwise to address such regulation.

After the termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or expiration shall survive, including, without limitation, Sections 6, 13, 16, 18, 19 and 21.

You agree that if more than one person signs this Agreement as a Property Owner or Co-Owner, each of you is fully responsible, individually and together, for performing all of your obligations under this Agreement, and we may enforce this Agreement against any one (or all) of you, at our option. Your obligations under this Agreement are binding on you, your legal representatives, and your estate, to the fullest extent allowed by law, unless and until we either expressly release you from your obligations in writing, or we transfer ownership of the System to you.

30. Right to Cancel

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

31. Signatures

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

Your Signature(s)

Property Owner's Name (Customer):
Patricia Wilkins

Customer 2 (if any):

Signature: DocuSigned by: Patricia Wilkins FB0593DA231F415...

Signature: _____

Date: 9/19/2023

Date: _____

EverBright, LLC

Date:
September 08, 2023

Title:
President, EverBright, LLC

Signature:

Print Name:
Daniel Lotano

EXHIBIT A TO POWER PURCHASE AGREEMENT (Copy 1)

NOTICE OF CANCELLATION

September 08, 2023

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to 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, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright, 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of September 25, 2023.

I hereby cancel this transaction.

_____
Date

_____
Applicant's Signature

EXHIBIT A TO POWER PURCHASE AGREEMENT (Copy 2)

NOTICE OF CANCELLATION

September 08, 2023

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to 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, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright, 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of September 25, 2023.

I hereby cancel this transaction.

_____
Date

_____
Applicant's Signature

EXHIBIT B TO POWER PURCHASE AGREEMENT

SCHEDULE OF VALUES

Year	Monthly Payment (including Annual Increase)
1	$141.79
2	$146.75
3	$151.89
4	$157.21
5	$162.71
6	$168.40
7	$174.30
8	$180.40
9	$186.71
10	$193.25
11	$200.01
12	$207.01
13	$214.25
14	$221.75
15	$229.51
16	$237.55
17	$245.86
18	$254.47
19	$263.37
20	$272.59
21	$282.13
22	$292.01
23	$302.23
24	$312.80
25	$323.75

EXHIBIT B TO POWER PURCHASE AGREEMENT

SCHEDULE OF VALUES - continued

Year	System Prepayment Price [1]	System Buyout Price [2]
1	$34,622.93	N/A
2	$34,597.58	N/A
3	$34,508.00	N/A
4	$34,348.71	N/A
5	$34,113.92	N/A
6	$33,797.45	$33,797.45
7	$33,392.56	$33,392.56
8	$32,892.27	$32,892.27
9	$32,289.12	$32,289.12
10	$31,575.05	$31,575.05
11	$30,741.67	$30,741.67
12	$29,779.95	$29,779.95
13	$28,680.39	$28,680.39
14	$27,432.74	$27,432.74
15	$26,026.26	$26,026.26
16	$24,449.38	$24,449.38
17	$22,690.08	$22,690.08
18	$20,735.36	$20,735.36
19	$18,571.66	$18,571.66
20	$16,184.38	$16,184.38
21	$13,558.15	$13,558.15
22	$10,676.61	$10,676.61
23	$7,522.50	$7,522.50
24	$4,077.61	$4,077.61
25	$322.41	$322.41

[1] Per Section 9(b), in addition to the values listed, the Prepayment Price also includes accrued but unpaid sums and additional applicable taxes. The values listed assume that prepayment occurs in month 12 of the applicable year. Actual prepayment amount will be calculated based on the number of payments made and the number of payments that remain.

[2] Per Section 8(c), the price you will pay to purchase the System will be the greater of the System's Fair Market Value and the amount shown above as the Minimum Buyout Price.

EXHIBIT C TO POWER PURCHASE AGREEMENT

GUARANTEED OUTPUT

End of Year	Credit per kWh if Guaranteed Output is not met [3]	Guaranteed Output (in kWh)
2	$0.281	10,492
4	$0.304	10,388
6	$0.328	10,284
8	$0.355	10,181
10	$0.384	10,080
12	$0.416	9,979
14	$0.450	9,880
16	$0.487	9,781
18	$0.527	9,684
20	$0.570	9,587
22	$0.617	9,491
24	$0.668	9,397

[3] The actual credit rate will be the weighted average $/kWh for the applicable 24-month period.

EXHIBIT D TO POWER PURCHASE AGREEMENT

Payment Method Election Form

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

Option 1: Automatic Electronic Recurring Payments

__x__ By checking this box, you acknowledge that:

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

Valley Strong Credit Union to be used for the automatic electronic payments.

Account Number: **********

Routing Number: *********

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

EXHIBIT D TO POWER PURCHASE AGREEMENT

Payment Method Election Form - Continued

Option 2: Check by Mail

_____ By checking this box, you acknowledge that:

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

   EverBright
   PO Box 843033
   Dallas, TX 75284-3033

Fees:

1. **Returned Payment Charge**: $25 (or such lower amount as required by law) for any check or other payment that is returned or refused by your bank, to the extent such a charge is permitted under applicable law.

2. **Late Payment Fee:** If you fail to make any payment when due, we will impose a late fee equal to the lesser of (i) one and half percent (1.5%) per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law.

DocuSigned by:
Patricia Wilkins
FB0593DA231F415...
First Authorized Account Holder Signature

Second Authorized Account Holder Signature

Patricia Wilkins
Printed Name

Printed Name

9/19/2023
Date

Date

EXHIBIT E TO POWER PURCHASE AGREEMENT

DATA USAGE AND DISCLOSURE

This Exhibit E describes the circumstances in which, and purposes for which, we may use or disclose Data.

a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law):

1. to operate, maintain, provide, and enhance the System;
2. for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings;
3. to customize content and communications we may provide to you; and
4. for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

b. Data Disclosure. We will not disclose any Data other than in the following circumstances:

1. where the Data does not contain personally identifiable information (including where Data has been deidentified);
2. in order to provide our products or services to you (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing, or otherwise processing Data for us);
3. if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies;
4. if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others;
5. to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers;
6. to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and
7. for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by:

DS
PW
_____**(Initials)**

_____**(Initials)**