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SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is:$48,674.40.

The TOTAL COST indicated above is the total amount you will have paid when you make all scheduled payments for the full term of the agreement.

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 Seven-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.

Seven-Day Right to Cancel

You, the buyer, have the right to cancel this contract within seven 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 seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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sunnova™

Sunnova Easy Own

HOMEOWNER	**Stephanie Vargas**	DATE ISSUED	**8/17/2020 8:29 PM**
ADDRESS	**20 SHADOW OAK CT OROVILLE, CA 95966**	INSTALLATION LOCATION	**20 SHADOW OAK CT OROVILLE, CA 95966**

Project Cost

Total Project Cost	**$35,813.89**
Total System Cost (Solar only + warranty)	**$35,813.89**
Optional Services Amendment (Roofing Project)	**$0.00**
Down Payment	**($0.00)**
Rebate[1]	**($0.00)**
Total Amount Financed	**$35,813.89**
Total Sales Price, if Financed	**$48,674.40**

Monthly Payment[2]

Initial 18 Months	**$112.20**
Beginning In Month 19 If additional $9,311.61 payment [3] is made	**$112.20**
Beginning In Month 19 If additional payment is not made	**$154.80**

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[1] The rebate under this agreement is generally paid to the contractor. When the rebate is paid to the contractor, it is applied to the Total Cost and reduces the Amount Financed by the amount of the rebate. If the actual rebate is lower than the amount estimated here, your actual Amount Financed will be higher. Creditor does not guarantee any rebate amount.

[2] The payment terms and interest rate include a $10/month discount or credit as an incentive for using auto-pay from your checking account (ACH discount). If you do not select auto-pay, your monthly payment will be $10/month higher.

[3] You may be eligible for a federal Investment Tax Credit (ITC) with the purchase of a solar system. To receive the full federal tax credit, you must have federal income tax liability at least equal to the value of the tax credit. Additional tax credits may also be available for homeowners in certain states. Sunnova makes no guarantees regarding customer eligibility for tax benefits or SREC. Sunnova does not provide tax advice. Contact your personal tax advisor for eligibility requirements. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

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HOMEOWNER	**Stephanie Vargas**	DATE ISSUED	**8/17/2020 8:29 PM**
ADDRESS	**20 SHADOW OAK CT OROVILLE, CA 95966**	INSTALLATION LOCATION	**20 SHADOW OAK CT OROVILLE, CA 95966**

Interest Rate	Agreement Term
1.99 %	**25 Years**

Estimated First Year Production	Estimated Year 1 Savings[1]	Estimated Savings over the Term[1, 2]	Estimated Utility Offset
8,692 kWh	**$449.46**	**$50,878.68**	**94%**

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Our Guarantees

-Sunnova Protect™ Platinum. We monitor your system for optimal performance and provide you access so you can view system production at any time. We take care of any repairs of the solar system and energy storage system under manufacturer's warranty for the Warranty Term. Also, we will repair system components out of manufacturer warranty and we commit that your system will produce at least 85% of the guaranteed energy or we will refund or credit you the difference.

Predictable Monthly Payments. You know exactly what your payment will be each month.

[1] Utility rates and utility rate structures are subject to change and cannot be accurately predicted. Your electricity usage may also vary from month to month. Projected savings from your solar system are therefore subject to change .

[2] Estimated savings assumes the 26% additional payment is made. NY Customers Only: The estimated savings include the $5,000 NY state tax incentive. Contact your personal tax advisor for eligibility requirements. Sunnova does not provide tax advice. Sunnova makes no guarantees regarding customer eligibility for tax benefits.

[3] Consult your Warranty Agreement for details. If you entered into an Optional Services Agreement, you will be provided a separate warranty for those Optional Services.

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Sunnova Easy Own

HOMEOWNER	**Stephanie Vargas**	DATE ISSUED	**8/17/2020 8:29 PM**
ADDRESS	**20 SHADOW OAK CT OROVILLE, CA 95966**	INSTALLATION LOCATION	**20 SHADOW OAK CT OROVILLE, CA 95966**

ADDITIONAL AGREEMENT AND INSTALLATION DETAILS

- **Infinity Energy Inc.** and Sunnova will install a **7.360-**kilowatt solar power system on your home.
- Your System is estimated to produce **8,692** kilowatt hours in the first year of service.
- **Infinity Energy Inc.** will complete the design and engineering drawings for your System, and Sunnova will review the final design to ensure it meets our high quality standards.
- If you sell your house, you may transfer the agreement to the new homeowner at Sunnova's discretion. Some restrictions apply. Please read your agreement for details. If you entered into an Optional Services Addendum, you must pay off your entire loan prior to transferring your home
- Your agreement gives you a 7-day cancellation period without incurring any fees.
- Any savings estimate is dependent on the energy usage information you provided us and may change as your usage and utility rates change over time.
- Your solar system maintenance and warranty is covered by the **Warranty Agreement.**
- The term of your agreement is 25 years.
- If you entered into an Optional Services Amendment, your total Project cost will include the costs of the Optional Services and you will be provided a warranty, separate from the System warranty for those services.

The pricing provided in this Easy Own is valid until **September 15, 2020**

- Your System activation may experience delays as a result of the process for obtaining the necessary building permits and utility approval for the interconnection of your System. Once your System is installed, it must still pass utility inspection before you can turn it on.
- Payments will begin 30 days after the interconnection date or 60 days after installation date, whichever is first. We'll send you a written notice to confirm your payment due day and amount.
- Once you receive your first Sunnova bill, you will be receiving two monthly electricity bills: one from **Pacific Gas & Electric - PGE (CSI)** and one from Sunnova.
- This agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.
- When the electric grid goes down, your System will not provide backup power.

I have reviewed, understand and agree with the above agreement terms and process.

DS

Hom s initials	Homeowner's initials

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BUYER NAME AND ADDRESS	Stephanie Vargas 20 SHADOW OAK CT OROVILLE, CA 95966	**CO-BUYER NAME (IF ANY)**	
INSTALLATION LOCATION	20 SHADOW OAK CT OROVILLE, CA 95966	**CONTRACTOR**	Infinity Energy Inc.
		CONTRACTOR ADDRESS	Infinity Energy Inc. 3855 Atherton Road - Rocklin CA 95765 License CA: 998627; TX 32607; MA HIC 195548
CONTRACT ID	PE003082469	**SALESPERSON**	**Tyler O'Guinn** **HIS #:118777 SP** Address: Infinity Energy Inc. 3855 Atherton Road - Rocklin CA 95765 **Sunnova License: CA 1003498**

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HOME IMPROVEMENT AGREEMENT FOR PHOTOVOLTAIC SYSTEM

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

YOU MAY CANCEL THIS HOME IMPROVEMENT AGREEMENT ANYTIME BEFORE MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE DATE OF THIS AGREEMENT. SEE EXHIBIT 1, THE NOTICE OF CANCELLATION, FOR A FULL EXPLANATION OF THIS RIGHT.

INTRODUCTION

This Residential Home Improvement Agreement (this "Home Improvement Agreement") is between Infinity Energy Inc. ("Contractor," "we," "us," and "our") and you, the Buyer and any Co-Buyer named above, for the sale and installation of the solar system described below (the "System") and optional additional services or equipment, if any, as described in **Annex A** ("Optional Services Amendment" and together with your System, the "Project") at your home (the "Property" or your "Home"). The terms "Buyer," "you," and "your" refer to the Buyer and any Co-Buyer, individually and jointly.
The Terms & Conditions of Sale are attached and are incorporated by this reference and made a part of this Home

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Improvement Agreement. The Terms & Conditions of Sale require the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted. Buyer has also entered into a Retail Installment and Security Agreement with Contractor. The Retail Installment and Security Agreement is incorporated by this reference and made a part of this Home Improvement Agreement. Any warranties for the Optional Services Amendment are described therein in **Annex A** and are not part of the Warranty Agreement.

This Home Improvement Agreement, including its exhibits, the Retail Installment and Security Agreement and the Warranty Agreement, is being sold to you by Infinity Energy Inc., who may or may not also be your Contractor.

KEY TERMS AND CONDITIONS

1. **Contract Price**

   The contract price (the "Contract Price") for the Project is $35,813.89. The Contract Price for the Project includes sales tax of $0.00.

   The Contract Price for the Project includes (i) $35,813.89 for the System plus the warranty agreement Sunnova Protect Platinum, and (ii) $ $0.00 for Optional Services Amendment.

2. **Finance Charge**

   You have chosen to finance all or a portion of the Contract Price by entering into a Retail Installment and Security Agreement with Contractor. Pursuant to the terms of the Retail Installment and Security Agreement, you agree to pay a finance charge of $12,860.51.

3. **Description of the System and Estimated Description of Significant Materials to be Used and Equipment to be Installed**

DC STC Photovoltaic System	**7.360 kW**
Modules	**Hanwha Q Cells**
Inverter	**Enphase Energy, Inc.**
Monitor	**Enphase Energy**

Your System panels may be from any of our approved manufacturers (including, but not limited to, Canadian Solar, Q-Cell (Hanwha), Trina, Telesun, Boviet, Seraphim, LG Electronics, SolarWorld, Centro, Eco, Silfab and RECOM). Similarly, your inverter may be from SolarEdge or Enphase. Contractor may need to substitute any of the above-listed equipment depending upon availability and may need to change its list of approved manufacturers from time to time. Should the substitution of manufacturer equipment materially change the estimated production or cost of the System, either party may exercise the options available in Terms and Conditions of Sale Section 1 below. Absent such material change, your Installer will inform you through the online portal MySunnova or in writing of your panel substitute equipment or manufacturer.

Standard Components. Racking and mounting components per Uniform Building Code. AC and DC disconnects per National Electric Code and Utility. Wiring, conduit and overcurrent protection per National Electric Code

Standard Labor. Design system and secure basic building or electrical permit (architectural, planning commission or other reviews are extra). Install specified system in good workmanlike manner. Complete and submit utility interconnection documents (if any). Coordinate building, electrical and utility inspections (as applicable).

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

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

Communication Equipment. During installation or at any time thereafter during the term of the Warranty

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Agreement, 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. If you initial the space below, you consent to the installation of the Communication Equipment if, when and as needed.

Buyer's Initials

4. **Downpayment** DS

You will be requ make a downpayment of $0.00.

THE DOWNPAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Contractor will not require progress payments to be made prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.**

5. **Approximate Start Date**

The work to be performed by Contractor pursuant to this Home Improvement Agreement shall commence within 3 days from the date that is the later of the date in which (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site (the "Commencement Date").

6. **Approximate Completion Date ("Interconnection Date")**

All work shall be completed as soon as possible, but in no event more than twelve (12) months from the Commencement Date, subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining the necessary building permits and utility approval for net metering and interconnection of your System. The Project shall be deemed completed upon the date the System is connected to the electrical grid (the "Interconnection Date").

7. **Notice to Owner**

Any contractor or subcontractor who performs on the contract, or any materialman who provides home improvement goods or services and is not paid, may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.

8. **List of Documents to be Incorporated into this Home Improvement Agreement**

- EXHIBIT 1: Notice of Cancellation (7-day Right to Cancel);
- EXHIBIT 2: California State Addendum;
- EXHIBIT 3: Commercial General Liability Insurance Notice;
- EXHIBIT 4: Homeowners' Checklist;
- EXHIBIT 5: Retail Installment and Security Agreement;
- EXHIBIT 6: Warranty Agreement Sunnova Protect Platinum; and
- ANNEX A: Optional Services Amendment

9. **Note About Extra Work and Change Orders**

Extra Work and Change Orders become part of the Home Improvement 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

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the effect the order will have on the schedule of progress payments (if any).

You may not require the contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from the contract; and (iii) the effect the order will make in progress payments or the Interconnection Date. The contractor's failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

10. Commercial General Liability Insurance (CGL)

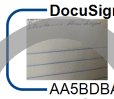
A notice concerning commercial general liability insurance is attached to this contract.

11. Seven-Day Right to Cancel

You, the buyer, have the right to cancel this contract within seven 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 seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

Buyer's Name: Stephanie Vargas

Signature: DocuSigned by:  AA5BDBABBEA8498...

Date: August 27, 2020 | 10:15 MDT

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.

Signature: DocuSigned by: Mark Stacy DS 739F66B9589C445...

Date: August 27, 2020 | 09:18 PDT

**To be signed when Buyer decides to purchase*

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TERMS AND CONDITION OF SALE AND INSTALLATION

1. Changes, Permits & Incentives

You acknowledge that the figures provided by us in this Home Improvement Agreement are estimates. Actual System size and production will vary, and the estimated items or prices are subject to a final site survey or engineering audit. If the Contractor determines, after the final site survey or engineering audit of your Home, that a revised estimate of the System's (i) size; (ii) total cost; or (iii) annual production is appropriate, it may require a change order or amendment signed by both parties. No amendment or change order will be required if the revised estimate of the System's annual production is within 5% of the original estimate. You agree that Contractor will not have any financial obligation to you regarding any difference between actual figures and the estimated figures presented in this Home Improvement Agreement.

Contractor will obtain any necessary permits. Contractor shall not be responsible for delays in work due to actions for any permitting and regulatory agencies or their employees. You will pay Contractor for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities, by paying Contractor directly within a reasonable time of notification of the amount.

You may be eligible for a federal solar investment tax credit. You acknowledge that to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for you receiving any particular amount of tax credits related to the System and nothing in this Home Improvement Agreement is intended to be used, or may be used, as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors.

Depending on the state and utility district where you reside, you may be eligible for various state and local rebates and incentives. The rebate and incentive calculations Contractor provides are only estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. Actual rebates and incentives are variable as eligibility requirements, funding availability and rates may change.

You agree to pay the Contract Price, regardless of the actual amount of rebates and/or incentives you receive.

2. Commencement of Construction Schedule and Schedule of Progress Payments

Contractor reserves the right to cancel the Home Improvement Agreement prior to the commencement of work, based on unavailability of equipment, unforeseen engineering problems, acts of public utilities agencies not related to Contractor`s performance (i.e. Code modification), or other contingencies unforeseen by Contractor and beyond its reasonable control, provided, however, that Contractor shall then be obligated to return any deposits/downpayments paid to Contractor to the date of said cancellation.

Upon satisfactory payment for any portion of the work performed, Contractor shall furnish to Buyer a full and unconditional release from any claim or mechanic's lien pursuant to applicable law for the portion of the work for which payment has been made.

You have chosen to finance all or a portion of the Home Improvement Agreement price by entering into a Retail Installment and Security Agreement between you and Contractor (see Exhibit 5).

You have agreed to have Contractor finance the amount identified in Section 1 of the Key Terms and Conditions cover sheet or any applicable amendment or change order.

3. Property Conditions

You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System. You agree that Contractor is not responsible for any known or unknown property conditions.

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

Contractor is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any

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major electrical devices, or any other fuses or similar devices.

You grant to Contractor and its employees, agents, and subcontractors the right to reasonably access all of the Property as necessary for the purpose of (i) constructing and installing the System or making any additions to the System; (ii) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the construction, installation, interconnection, or servicing of the System.

4. Cost or Delay due to Unforeseen Conditions

Contractor is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of a Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Contractor's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Contractor's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Contractor including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Contractor or under its control.

Performance times under this Home Improvement Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Contractor discovers unforeseen conditions requiring additional cost, then Contractor shall present such costs to you and get your approval before beginning or continuing performance. Failure to provide such approval may result in Contractor exercising its termination rights pursuant to this Home Improvement Agreement.

5. Termination and Default

Contractor may terminate this Home Improvement Agreement, upon three (3) business days written notice for any breach by Buyer, for any failure of Buyer to agree to an appropriate change order, for any failure of Buyer to pay Contractor any amount due, for any bankruptcy or financial distress of Buyer, or for any hindrance to Contractor in the performance process.

Without limiting any of Contractor's other rights and remedies, upon breach by Buyer, including any failure of Buyer to pay Contractor any amount due, Contractor shall have a right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Buyer for any amounts payable under this Home Improvement Agreement; (iii) recover all amounts due under this Home Improvement Agreement for services provided through the date of termination; (iv) remove any System materials or equipment from the Property; (v) submit to credit reporting agencies negative credit reports that would be reflected on your credit record; and (vi) any other legal remedies including but not limited to mechanics' liens or similar remedies.

If you are in default under this Home Improvement Agreement, you are also in default under the Retail Installment and Security Agreement and the Warranty Agreement. If you are in default under the Retail Installment and Security Agreement or the Warranty Agreement, you are also in default under this Home Improvement Agreement.

If you or Contractor terminate or cancel this Home Improvement Agreement prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date), the Retail Installment and Security Agreement and the Warranty Agreement will also terminate. If you or Contractor terminate the Retail Installment and Security Agreement or the Warranty Agreement, respectively, prior to the

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Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date), this Home Improvement Agreement will also terminate.

6. Insurance

Contractor

Commercial General Liability Insurance:

A notice concerning commercial general liability insurance is attached to this Home Improvement Agreement.

Workers Compensation Insurance:

Contractor carries workers' compensation insurance for all employees.

Buyer

The value of the System shall be added to the building value on your homeowners insurance policy. Contractor, and its assignees, shall be added as a loss payee by endorsement to your homeowners insurance policy.

7. Change Orders

You may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or change orders become part of the Home Improvement Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe (i) the scope of the extra work or change; (ii) the cost to be added or subtracted from the Home Improvement Agreement; and (iii) the effect the order will have on the Interconnection Date. Notwithstanding this provision, Contractor shall have the right to substitute System equipment without Buyer's agreement, so long as that substitution does not affect the System's production by more than is permitted without a change order or amendment under Section 1 of this Home Improvement Agreement. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

8. Arbitration of Disputes

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.

IN THIS SECTION, THE WORDS "YOU" AND "YOUR" MEAN ANY PERSON SIGNING THIS HOME IMPROVEMENT AGREEMENT AS A BUYER OR CO-BUYER. UNLESS THE CONTEXT REQUIRES OTHERWISE, THE WORDS "WE," "US" AND "OUR" MEAN THE CONTRACTOR NAMED ABOVE AND ANY ASSIGNEE OF THIS HOME IMPROVEMENT AGREEMENT.

THE LAWS OF THE STATE WHERE YOUR HOME IS LOCATED SHALL GOVERN THE SUBSTANCE OF YOUR CLAIMS UNDER THIS HOME IMPROVEMENT AGREEMENT WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. 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 COVERED BY THIS AGREEMENT INCLUDE BUT ARE NOT LIMITED TO: CLAIMS ARISING OUT OF OR RELATING TO THIS HOME IMPROVEMENT AGREEMENT; CLAIMS ARISING OUT OF OR RELATING TO OUR RELATIONSHIP; CLAIMS THAT AROSE BEFORE THIS OR ANY PRIOR AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO ADVERTISING); CONSUMER PROTECTION CLAIMS; AND CLAIMS UNDER ANY FEDERAL OR STATE STATUTE.

THE FEDERAL ARBITRATION ACT, RATHER THAN ANY STATE ARBITRATION LAW, APPLIES TO THIS ARBITRATION AGREEMENT.

THE ARBITRATION, INCLUDING THE SELECTION OF THE ARBITRATOR, WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES (THE "RULES") 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, YOU CAN REVIEW MATERIALS AVAILABLE AT WWW.ADR.ORG. THE ARBITRATION SHALL BE HELD IN THE

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LOCATION THAT IS MOST CONVENIENT TO YOUR HOME. IF THE AAA IS UNAVAILABLE TO ADMINISTER THE DISPUTE, THEN THE ARBITRATION, INCLUDING THE SELECTION OF THE ARBITRATOR, WILL BE ADMINISTERED BY JAMS, UNDER ITS STREAMLINED ARBITRATION RULES (THE "RULES") BY A SINGLE NEUTRAL ARBITRATOR AGREED ON BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE COMMENCEMENT OF THE ARBITRATION. IF JAMS IS NOT AVAILABLE EITHER, THEN THE PARTIES SHALL SELECT ANOTHER RECOGNIZED ARBITRATION ADMINISTRATOR WHICH CAN OFFER A LOCATION FOR ARBITRATION THAT IS CLOSE TO YOUR HOME.

IF YOU INITIATE THE ARBITRATION, YOU WILL BE REQUIRED TO PAY THE FIRST $125 OF ANY FILING FEE, EXCEPT WHERE PROHIBITED BY LAW. WE WILL PAY ANY FILING FEES IN EXCESS OF $125 AND WE WILL PAY ALL OF THE ARBITRATION FEES AND COSTS. IF WE INITIATE THE ARBITRATION, WE WILL PAY ALL OF THE FILING FEES AND ALL OF THE ARBITRATION FEES AND COSTS. WE WILL EACH BEAR ALL OF OUR OWN RESPECTIVE ATTORNEY'S FEES, WITNESS FEES, AND COSTS UNLESS THE ARBITRATOR DECIDES OTHERWISE.

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY LEGAL OR EQUITABLE REMEDY OR RELIEF THAT A COURT COULD ORDER OR GRANT UNDER THIS HOME IMPROVEMENT AGREEMENT. THE ARBITRATOR, HOWEVER, IS NOT AUTHORIZED TO CHANGE OR ALTER THE TERMS OF THIS HOME IMPROVEMENT AGREEMENT OR TO MAKE ANY AWARD THAT WOULD EXTEND TO ANY TRANSACTION OTHER THAN YOURS. ALL STATUTES OF LIMITATION THAT ARE APPLICABLE TO ANY DISPUTE SHALL APPLY TO ANY ARBITRATION BETWEEN YOU AND US. THE ARBITRATOR WILL ISSUE A DECISION OR AWARD IN WRITING, BRIEFLY STATING THE ESSENTIAL FINDINGS OF FACT AND CONCLUSIONS OF LAW.

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 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. IF ANY PART OF THIS PARAGRAPH OR OF THIS SECTION IS FOUND TO BE UNENFORCEABLE BY AN ARBITRATOR OR A COURT HAVING JURISDICTION OVER A DISPUTE, THEN THIS ENTIRE SECTION (EXCEPT FOR THIS SENTENCE AND THE FOLLOWING SENTENCE) SHALL BE AUTOMATICALLY INAPPLICABLE TO THAT DISPUTE.

EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO

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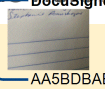
HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT

TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

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.

DocuSigned by:

Buyer's Signature: 

AA5BDBABBEA8498...

Co-Buyer's Signature:

9. Governing Law

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Home Improvement Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Home Improvement Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

10. Limited Warranty

You understand that the System is warranted under the terms of the Warranty Agreement (see **Exhibit 6**) and that, to the full extent permitted by state law, 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. Upon receipt of payment in full under this Home Improvement Agreement, all warranties that are provided by manufacturers of equipment used in the System will be transferred directly to you. You understand that Contractor has no responsibility with respect to such warranties other than to transfer them to you.

11. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Contractor, 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 breach of this Home Improvement Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Home Improvement Agreement.

12. Waiver

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

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13. Headings and Interpretation

The headings in this Home Improvement Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may be given examples, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Home Improvement 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 Saturday, Sundays and holidays should be excluded.

14. Notice of Changes

You agree to notify us if your name 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 Contractor's security interest in the System.

15. No Oral Agreements

THIS WRITTEN HOME IMPROVEMENT AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING YOUR PURCHASE AND OUR SALE OF THE SYSTEM ON CREDIT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

16. Seven-Day Right to Cancel

You have the right to cancel this Home Improvement Agreement within seven 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 seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

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17. Signatures

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YU HAVE READ ALL PAGES OF THIS AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT.

Do not sign this agreement before you read it or if it contains any blank space.

You are entitled to a completely filled in copy of this agreement. Keep it to protect your rights.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Buyer's Name: Stephanie Vargas

Signature: DocuSigned by: AA5BDBABBEA8498...

Date: August 27, 2020 | 10:15 MDT

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.

Signature: DocuSigned by: Mark Stacy DS 739F66B9589C445...

Date: August 27, 2020 | 09:18 PDT

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EXHIBIT 1

NOTICE OF CANCELLATION

THE LAW REQUIRES THAT, BEFORE A CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE. The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

Notice of Buyer's Right of Cancellation

Date of Sale: August 27, 2020 | 10:15 MDT

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 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 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, 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 a telegram to: Infinity Energy Inc. at 3855 Atherton Road, - Rocklin, CA 95765 NOT LATER THAN MIDNIGHT OF the seventh business day following the date of the sale indicated above.

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

Buyer's Signature: **Co-Buyer's Signature:**

_____ _____

Stephanie Vargas

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

Buyer's Signature: **Co-Buyer's Signature:**

_____ _____

Stephanie Vargas

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EXHIBIT 2

STATE SPECIFIC ADDENDUM - CALIFORNIA

Mechanics' Lien Warning

Anyone who helps improve your property, but who is not paid, may record 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 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 rights 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 he or she is 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 problem if you pay Contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from 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 Contractor of all the subcontractors and material suppliers that work on your project. Find out from 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 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 Contractor and the subcontractor or material supplier. Joint checks do not apply to any payments made after the Interconnection Date.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB(2752)

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

The option to pay with a joint check is provided to mitigate the risk of a mechanic's lien being recorded against your property. Upon the Interconnection Date, you will no longer have the option to pay with a joint check.

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 Web site at www.cslb.ca.gov, call CSLB at 800-321-CSLB(2752) or write CSLB at P.O. Box 2600, Sacramento CA 95826

Notice Regarding Performance and Payment Bonds

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

Arbitration of Disputes

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION (SEE SECTION (ABOVE) DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION."

YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US.

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

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EXHIBIT 3

INFORMATION ABOUT COMMERCIAL GENERAL LIABILITY INSURANCE

Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance.

☐ **Did your contractor tell you whether he or she carries Commercial General Liability Insurance?**
Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract.

☐ **Is this insurance required?**
No. But the Contractors State License Board strongly recommends that all contractors carry it. The Board cautions you to evaluate the risk to your family and property when you hire a contractor who is not insured. Ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?

☐ **How can you make sure the contractor is insured?**
If he or she is insured, the contractor is required by law to provide you with the name and telephone number of the insurance company. Check with the insurance company to verify that the contractor's insurance coverage will cover your project.

☐ **What about a contractor who is self-insured?**
A self-insured contractor has made a business decision to be personally responsible for losses that would ordinarily be covered by insurance. Before contracting with a self-insured contractor, ask yourself, if something went wrong, would this contractor be able to cover losses that should be covered by insurance? Contractor is self-insured.

☐ _____ does not carry Commercial General Liability Insurance.
(CONTRACTOR'S NAME)

☐ _____ carries Commercial General Liability Insurance.
(CONTRACTOR'S NAME)

The insurance company is _____.
(COMPANY NAME)

Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance.

For more information about Commercial General Liability Insurance, contact the Contractors State License Board at www.cslb.ca.gov or call 800-321-CSLB (2752).

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EXHIBIT 4

HOMEOWNER'S CHECKLIST

✓ Check Out Your Contractor

☐ Did you contact the Contractors State License Board (CSLB) to check the status of the contractor's license?

Contact the CSLB at 1-800-321-CSLB (2752) or visit our web site: www.cslb.ca.gov.

☐ Did you get at least 3 local references from the contractors you are considering?

Did you call them?

☐ Building Permits - will the contractor get a permit before the work starts?

✓ Check Out the Contract

☐ Did you read and do you understand your contract?

☐ Does the 3-day right to cancel a contract apply to you?

Contact the CSLB if you don't know.

☐ Does the contract tell you when work will start and end?

☐ Does the contract include a detailed description of the work to be done, the material to be used, and equipment to be installed?

This description should include brand names, model numbers, quantities and colors. Specific descriptions now will prevent disputes later.

☐ Are you required to pay a down payment?

If you are, the down payment should never be more than 10% of the contract price or $1,000, whichever is less.

☐ Is there a schedule of payments?

If there is a schedule of payments, you should pay only as work is completed and not before. There are some exceptions - contact the CSLB to find out what they are.

☐ Did your contractor give you a "Notice to Owner," a warning notice describing liens and ways to prevent them?

Even if you pay your contractor, a lien can be placed on your home by unpaid laborers, subcontractors or material suppliers. A lien can result in you paying twice or, in some cases, losing your home in a foreclosure. Check the "Notice to Owner" for ways to protect yourself.

☐ Did you know changes or additions to your contract must be in writing?

Putting changes in writing reduces the possibility of a later dispute.

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EXHIBIT 5

RETAIL INSTALLMENT AND SECURITY AGREEMENT

TRUTH IN LENDING DISCLOSURES

Annual Percentage Rate	Finance charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of **$0.00**
2.33 %	**$12,860.51**	**$35,813.89**	**$48,674.41**	**$48,674.40**

Security. You are giving a security interest in the System you are purchasing from us.

Late Charge. If a payment is not received within 10 days after it is due, you will be charged $10.00.

Prepayment. If you pay off early you will not have to pay a penalty, and you will not be entitled to a refund of part of the prepaid finance charge.

See the rest of this Agreement for additional information about nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

***All numeric disclosures except the late payment disclosure are estimates.*

PAYMENT SCHEDULE

Payments	Amount of Each Payment	When Payments Are Due
1-18	$122.20	Monthly, beginning at least 30 calendar days after the earlier of the following dates: (i) the Interconnection Date, or (ii) the date that is 60 days after installation of the System is complete.
19-300	$164.80	Monthly thereafter

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NOTICE TO BUYER

1. Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in.
2. You are entitled to a completely filled-in copy of this Agreement.
3. You can prepay the full amount due under this Agreement at any time.
4. If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.
5. Depending on your agreement with the Contractor, rebates may be paid either directly to you or to the Contractor. Contractor does not guarantee any rebate amount. If your actual rebate is lower than amount estimated here, your actual Amount Financed will be higher.

ITEMIZATION OF THE AMOUNT FINANCED

1.	Cash Price (for the Project including the protovoltaic solar system, and all applicable installation fees, accessories, mounting hardware, and attachments and the Roofing Project as described in the Optional Services Addendum)* *Does not include applicable sales or excise taxes	$35,813.89
2.	Sales and/or Excise Tax	$0.00
3.	Subtotal of above (1 plus 2)	$35,813.89
4.	Amount to be paid by you to public officials for official fees	$0.00
5.	Subtotal of all of the above (3 plus 4)	$35,813.89
6.	Cash Down Payment	$0.00
7.	Rebate	$0.00
8.	Other credit towards Cash Price a. b.	$0.00 $0.00 $0.00
9.	Prepaid Finance Charge	$0.00
10.	**Amount Financed** (5 minus 6 minus 7 minus 8 minus 9)	$35,813.89

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE TOTAL SALES PURCHASE PRICE, MONTHLY PAYMENT SCHEDULE, NOTICES TO THE BUYER AND THE ITEMIZATION OF THE AMOUNT FINANCED.

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

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BUYER NAME AND ADDRESS	Stephanie Vargas 20 SHADOW OAK CT OROVILLE, CA 95966	**CO-BUYER NAME (IF ANY)**	
INSTALLATION LOCATION	20 SHADOW OAK CT OROVILLE, CA 95966	**CONTRACTOR**	Infinity Energy Inc. 3855 Atherton Road - Rocklin, CA 95765
CONTRACT ID	PE003082469	**SALESPERSON**	Tyler O'Guinn HIS #: 118777 SP

INTRODUCTION

You, the Buyer and any Co-Buyer named above, may buy the photovoltaic system and the optional additional services or equipment, if any, as described in **Annex A** ("Optional Services Amendment" and together with your System, the "Project") described in the Home Improvement Agreement for cash (including without limitation cash loan proceeds from a third-party lender chosen by you) or on credit (through installment payments described in the preceding Truth-in-Lending Disclosures). The cash price (excluding applicable sales and excise taxes) for the Project (including the costs of installation) is shown in the preceding Truth-in-Lending Disclosures in the "Itemization of the Amount Financed" as "Cash Price." By signing below, you represent that you have been quoted only one Cash Price for the Project.

In connection with this Retail Installment and Security Agreement (the "Agreement"), you also are entering into an agreement providing for certain operation and maintenance services and warranties for the System (collectively, the "Limited Warranty" or the "Warranty Agreement"). Any warranties for the Optional Services Amendment are described therein in **Annex A** and are not part of the Warranty Agreement.

The credit price is shown in the preceding Truth-in-Lending Disclosures as the "Total Sale Price." By signing this Agreement, you choose to buy the System and overall Project on credit as described in this Agreement.

You understand that the Contractor may transfer this Agreement to another person. In this Agreement, the words "we," "us," and "our" refer to the Contractor named above, and any subsequent assignee of this Agreement. "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly. This Retail Installment and Security Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

The Project will be located at the Installation Location listed above (your "Property" or your "Home) and includes all applicable accessories, mounting hardware, and attachments, as described more fully in the Residential Home Improvement Agreement ("Home Improvement Agreement"), and Annex A, if any, between you and the Contractor.

TERMS AND CONDITIONS

1. Payments

Promise to Pay. You promise to pay $35,813.89, the Amount Financed shown in the Truth-in-Lending Disclosures, plus $0.00, the Prepaid Finance Charge shown in the "Itemization of the Amount Financed" in the Truth-in-Lending Disclosures. The Amount Financed includes sales tax of $0.00. The Amount Financed plus the Prepaid Finance Charge is referred to in this Agreement as the "Principal." In addition, you promise to pay finance charges on unpaid Principal at the annual rate of 2.33 %, according to the Annual Percentage Rate (the "APR") shown in the Truth-in-Lending Disclosures. Finance charges will begin to accrue on the unpaid Principal beginning on the date the System has been connected to the electrical grid (the "Interconnection Date") and continue thereafter for each day we are owed any Principal under this Agreement.

Interest will begin to accrue on the unpaid Principal beginning on the earlier of the date the System has been connected to the electrical grid (the "Interconnection Date"), or the date that is 60 days after the installation of the System is complete, and interest will continue to accrue

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thereafter for each day we are owed any Principal under this Agreement.

You may be eligible for a federal solar investment tax credit. You acknowledge that to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for you receiving any particular amount of tax credits related to the System and nothing in this Agreement is intended to be used as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors.

Buyer's Initials

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Covered Payment Dates. You will pay Principal and finance charges for an estimated 300 monthly installments (the "Loan Term"). The first payment due date will be at least thirty (30) calendar days after the earlier of the Interconnection Date or the date that is 60 days after the installation of the System is complete. All other required monthly payments will be due on the same day of each following month as the first payment due date. For example, if the Interconnection Date occurs on March 17, the first payment due date would be April 20 and all other required monthly payments would be due on the 20th of the following months. As another example, if the Interconnection Date occurs on March 27, the first payment due date would be May 10, and all other required monthly payments would be due on the 10th of the following months. We will send you written notice of the first payment due date and amount after the Interconnection Date.

How Payments are Calculated and Applied. We will apply payments, including without limitation required monthly payments, the Additional Payment as described below (if any), any optional prepayments, and other amounts we receive first towards unpaid charges, such as late charges; then to any accrued but unpaid finance charges; then to any past due Principal; then to the current month's finance charges due; then to the current month's Principal due; before applying any such amounts towards the unpaid Principal.

We have provided you with a payment schedule in the Truth-in-Lending Disclosures. On each payment due date, you will pay at least the Total Amount Due under this Agreement. The "Total Amount Due" will be the sum of all past due amounts plus your Current Monthly Payment. You agree to make all payments in U.S. dollars. Because finance charges accrue for each day we are owed any Principal, if we do not receive your required monthly payments on or before their exact scheduled due dates, the final payment amount may be more than the final payment disclosed in the Truth-in-Lending Disclosures.

Month 18 Additional Payment. For the eighteenth (18th) Payment Date, you may choose to make an additional payment of **$9,311.61** (the "Additional Payment"). At least 30 days before it is due, we will notify you of the optional Additional Payment amount, as well as the amount of your ninteenth (19th) and all future payments if you choose not to make the Additional Payment. If you choose to make that Additional Payment, you must either separately authorize that payment automatically from your checking account, or you must make that payment in the form of cash or a check sent to us at our address specified above, or to any other address or person specified in a written notice we send to you, so that we receive the payment by the due date. You must also make your scheduled monthly payment along with that Additional Payment.

If you make your scheduled monthly payment plus the Additional Payment, we will forgive, and you will not be obligated to pay, the finance charges due on that Additional Payment amount (the "Deferred Finance Charge"), the amount of which is $277.95.

Your remaining scheduled monthly payments will then be in the same amount as your initial 18 monthly payments.

If you choose not to make the Additional Payment, the amount of your remaining monthly payments, beginning with the nineteenth (19th) payment, will be calculated based on an amortization of the Principal balance remaining at that time plus the finance charges due on that Additional Payment amount. As such, your remaining scheduled monthly payments will likely be larger than your initial 18 monthly payments.

For more information about your scheduled payments, and how making the Additional

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Payment will affect your scheduled monthly payments, see **Schedule 1**.

Making Your Payments. You agree to make all monthly payments through an automatic payment from your checking account, in order to receive as an incentive credit in your monthly payments, reducing those payments by $10 per month. Alternatively, you may choose to make your payments in the form of cash or a check, in which case you will be required to pay standard payments $10 higher than the credit incentive payments. You agree to send payments to us at the address shown at the top of page 1 of this Agreement, or to any other address or person specified in a written notice we send to you. For more information about how the $10 credit incentive will affect your monthly payments, see **Schedule 1**.

2. Prepayments

You may prepay in full or in part amounts due under this Agreement at any time before those amounts are due without penalty. A "prepayment" is any amount paid in excess of the total amount due at the time of payment.

If you pay in full all amounts owed under this Agreement before all amounts are due (a "Full Prepayment"), the Warranty Agreement you have entered into in connection with the System and this Agreement (attached as **Exhibit 6** to the Home Improvement Agreement) will not be canceled, and you will not be entitled to any refund in connection with the Warranty Agreement. Please see the Warranty Agreement for information about its possible termination or cancellation, and about any applicable refund or rebate (if any) that might be available to you if the Warranty Agreement is terminated or canceled.

If you prepay some but not the entire amount due under this Agreement (each such prepayment, a "Partial Prepayment"), the Partial Prepayments will not affect the dollar amount or the due date of the required regular monthly payments (other than the amount of the final payment) unless we specifically agree in writing to a change to the payment schedule. However, if you make any Partial Prepayments prior to the due date of the nineteenth (19h) Payment Due Date and choose not to make the Additional Payment described above, that Partial Prepayment may result in lowering the amount of the remaining monthly payments, beginning with the nineteenth (19th) payment. As indicated above, we will notify you of the optional Additional Payment amount, the amount of any finance charges forgiven, the amount of your nineteenth (19th) payment if you choose not to make the Additional Payment, and the amount of your remaining monthly payments at least 30 calendar days in advance of the due date of that nineteenth (19th) payment.

3. Voluntary Automatic Payments

If you choose to have your payments made automatically every month from your checking or savings account, you will receive as an incentive a credit applied to your monthly payments of $10 per month. You acknowledge that it is your responsibility to ensure that automatic payments are made on time. If you do not have sufficient funds in your account, or your bank has placed a hold on your account, the payment may not be made on time. If we cannot automatically deduct the funds from your account, or you or we end the voluntary automatic payment, the $10 monthly credit or other incentive will end.

4. Late charge

If we do not receive a required payment within ten (10) calendar days after the due date, you promise to pay a late charge of $10. However, we will not impose any late charge for a payment if the charge is attributable solely to your failure to pay a late charge on a prior payment, so long as the payment is otherwise a periodic payment in the amount due that is received by its due date.

5. Returned Payment Charge

If any check, draft, or like instrument you give us is returned unpaid by a depository institution, we will charge a returned payment charge of $15 for each returned payment. This returned payment charge will be due and payable to us immediately upon demand.

6. Security Interest

To secure your obligations under this Agreement, you give us a purchase-money security interest in the System, including without limitation all additions to and replacements of any part of the System, whether existing now or in the future, all money or goods (proceeds) paid, delivered, or payable or deliverable for or in connection with the System, such as proceeds you receive from selling the System, and all System warranties. You also assign us your rights and remedies under the Warranty

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Agreement, including without limitation your rights to rebates, refunds, and another money or goods paid, delivered, or payable or deliverable in connection with such equipment manufacturers' warranties for the entire term of this Agreement and the Warranty Agreement. The security interest secures payment of all amounts owed under this Agreement and performance of your other promises in this Agreement.

You acknowledge an express intent to grant us a security interest in the System and hereby waive and abandon all personal property exemptions that might apply to the System.

We do not consider the System to be a "fixture" attached to your principal residence. You agree that the System is not a fixture or designed to be permanently or semi-permanently attached to or incorporated into real property or any other property you use as your residence and is instead designed to be readily removable from your residence. We disclaim any mechanic's or materialman's or similar lien to which we might otherwise be entitled by law as a result of or in connection with this Agreement with respect to (1) your principal residence and (2) any part of the System that is attached to or that becomes part of your principal residence.

7. Protecting the Security Interest

We may choose to file financing statements and other notices to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing statements, continuation statements, amendment statements, termination statements, and other notices, pursuant to the Uniform Commercial Code ("UCC") and other applicable law, in form satisfactory to us, to evidence our security interest. You agree to cooperate with us to assist us in protecting our security interest. You also promise to pay our costs, including but not limited to any attorneys' fees we incur in protecting or enforcing our security interest and rights in and relating to the System and this Agreement, upon our request to the extent permitted by applicable law.

Sunnova will file a Notice of Independent Solar Energy Producer Contract ("Notice") in accordance with California PUC 2869(b), in the real estate office in the county in which your Home is located. The Notice will not be a title defect, lien or encumbrance against your Property.

8. Use of the System

Until all amounts owed under this Agreement are paid in full, you promise you will:

(i) use the System carefully, keep it in good repair, free from animal infestation, and use reasonable efforts to avoid damage to the System;

(ii) follow all safety warnings and installation and operation instructions included in the documentation we provide you for the System;

(iii) only have the System repaired pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;

(iv) perform your obligations under the Warranty Agreement and not take or fail to take any action that would cause the Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;

(v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;

(vi) keep the panels and modules clean, and protect the System from animals and infestation;

(vii) not modify your Home or landscaping in a way that shades the System;

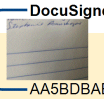
(viii) be responsible for any conditions at your Home that affect the installation and operation of the System (e.g. not blocking access to the roof or removing a tree that is in the way);

(ix) 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 we are not responsible for any known or unknown property conditions;

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Co-Buyer's Signature:

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

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

(xii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(xiii) 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;

(xiv) not use the System for any unlawful purpose

(xv) notify us if you think the System is damaged or appears unsafe, the System is stolen, and prior to changing your power supplier;

(xvi) obtain our written permission before making any changes to the System;

(xvii) not sell, transfer, or lease the System, except for as provided in Section 21 below, or use it as security for a loan from another creditor;

(xviii) not allow any other security interest or lien to attach to the System, whether by your action, inaction, or operation of law;

(xix) give us written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third party claim or attempt;

(xx) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;

(xxi) return any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them; and

(xxii) to procure and maintain adequate insurance coverage for the System. **You may obtain this insurance from anyone you want.**

9. Property Taxes and Fees

You promise to pay all taxes and fees (such as registration fees and personal property taxes) due on the System. If you do not pay the taxes or fees on the System when due, we may pay these obligations, but we are not required to do so. Any money we spend for taxes or fees may be added to the unpaid balance owed under this Agreement, and you agree to pay finance charges on those amounts at the annual rate described in Section 1 above (or, if applicable, at any lower rate required by applicable law). If we add amounts for taxes or fees to the unpaid balance owed under this Agreement, we may increase the dollar amount of the required monthly payments to pay the amounts added within the remaining term of this Agreement.

10. Title and Risk of Loss

Title to the System shall transfer to you on the Interconnection Date. After delivery of the System equipment and materials to your property, other than damages directly resulting from our actions, you bear risk of loss to the System for all causes of loss not covered under the Warranty Agreement and for all losses occurring after the end of the warranty period provided therein. We retain all intellectual property rights on any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks and any data generated by our monitoring system.

11. Default

You will be in default if: (a) you do not make any required payment in full when such payment is due; (b) you fail to perform any obligation under the Home Improvement Agreement; (c) you file a bankruptcy or similar petition or one is filed against you; (d) you sell your Home and do not pay off your obligations under this Agreement, or have the buyer of your current home assume the outstanding obligations under this Agreement (subject to the limitations as further set forth in Section 20 below); (e) you are in default under any loan obligation that is secured by your Home; (f) your Home is subject to a foreclosure sale; (g) your Home is taken through eminent domain; (h) you fail to pay any taxes and fees

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due on the System; or (i) you, or any Co-Borrower signing this Agreement, commit fraud, fail to keep any other promise in this Agreement, breach any obligation under this Agreement, or make any false or misleading representation in this Agreement or on the application relating to this Agreement.

If you are in default, we may declare the entire unpaid balance immediately due, including all accrued finance charges, late charges, and other amounts owed. We do not have to give you notice of default or notice of acceleration unless required by applicable law. If we accept a late or partial payment, we do not waive the right to acceleration under this Agreement, whether or not we have already exercised our acceleration right. If we exercise our acceleration right, finance charges will continue to accrue on the unpaid Principal at the annual rate described in Section 1 above, until all amounts due under this Agreement have been paid in full.

If you are in default under this Agreement, you are also in default under the Home Improvement Agreement and the Warranty Agreement. If you are in default under the Home Improvement Agreement or the Warranty Agreement, you are also in default under this Agreement.

If you or we terminate this Agreement prior to the payment of all amounts owed under this Agreement, the Home Improvement Agreement and the Warranty Agreement will also terminate. If you or we terminate the Home Improvement Agreement or the Warranty Agreement prior to the payment of all amounts owed under this Agreement, this Agreement will also terminate.

12. Additional Action After Default

Where permitted by law, if you are in default, in addition to the acceleration right discussed in Section 11 above, we may: (a) take possession of the System; (b) disable or disconnect the System; (c) submit to credit reporting agencies negative credit reports that would be reflected on your credit records; (d) notify the Provider under the Warranty Agreement and receive from the Provider any and all payments that otherwise would be due to you under the Warranty Agreement (*e.g.*, power production guarantee payments); and (e) exercise any other legal or equitable remedy or right we may have when you are in default. You and any Co-Buyer signing this Agreement give us permission to enter and access your property in order to take possession of the System. If we take possession of the System, we may resell the System and apply the proceeds of such a resale to the amounts owed under this Agreement. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

You agree to pay any attorney (who is not our salaried employee) fees and costs to the extent permitted by applicable law and other collection costs that we reasonably incur at any time in collecting amounts owed under this Agreement, including without limitation during any bankruptcy proceedings or upon any appeal. You also agree to pay our actual and reasonable costs of collection resulting from any failure to give us notice of a change to your residence address, or from changing the address where the System is kept without first obtaining our written permission. You also agree to pay our reasonable costs of repossessing, storing, preparing for sale, and reselling the System, to the extent allowed by applicable law.

13. Additional Agreements

Notice of Change. You agree to notify us if your name 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 our security interest in the System.

Waiver of Confidentiality of Residence Address. By signing this Agreement, and until such time as we are paid in full, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.

Personal Information and Privacy Policy. Please see Sunnova's Privacy Policy on our website: https://www.sunnova.com/privacy-policy for more information about how we collect and use personal information. You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website: https://www.sunnova.com/privacy-policy You also understand that Sunnova's Privacy Policy may be changed from time to time.

Monitoring and Recording Telephone Call. We and others acting on our behalf may (a)

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

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

14. Each Person Responsible

Each person who signs this Agreement as a Buyer or Co-Buyer will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be obligated to pay all amounts owed under this Agreement. We may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Agreement against your heirs or legal representatives.

15. Delay In Enforcing Rights

We can, without notice, waive or delay enforcing any of our rights under this Agreement or under applicable law, or exercise only part of our rights, any number of times without losing the ability to exercise any of our rights later. If we choose to waive a right that we have under this Agreement or under applicable law at one time, we do not waive that right or any other right at a later time or for subsequent events or occurrences.

16. Notices and Consent to Electronic Communications

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, 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 shall deem a document faxed or sent via PDF as an original document. Notices required under this Agreement will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all (unless otherwise required by applicable law).

17. Force Majeure

In the event the System becomes inoperable or is destroyed due to a Force Majeure Event, your payment obligations under this Retail Installment and Security Agreement will be suspended until the System is repaired, and the terms of this Retail Installment and Security Agreement and the Warranty Agreement will be extended for an equivalent period of time; provided however, that (i) you provide notice to Contractor of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the term extended only for the amount of time that Contractor may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same. **For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined in the Warranty Agreement.**

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order

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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 Contractor including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Contractor or under its control.

18. No Oral Agreements

THIS WRITTEN CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING OUR AGREEMENT TO FINANCE YOUR PURCHASE OF THAT SYSTEM AND YOUR AGREEMENT TO PAY FOR THE SYSTEM AS DESCRIBED HEREIN, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Any change to this Agreement must be written and signed by the party against whom enforcement is sought. Oral changes are not binding.

19. Warranty

Certain system components are covered under the applicable equipment or manufacturer's warranty as provided in the applicable Warranty Agreement attached hereto. The Warranty Agreement covers certain routine maintenance and monitoring of the System and includes certain limited warranties. Please see the Warranty Agreement for additional details. The System is not covered except as set forth in the Warranty Agreement or as specifically required by applicable law.

We shall assume no expense, liability or responsibility for repairs made by or for you without written authorization from us and which are not covered by a manufacturer's or other applicable warranty or by the Warranty Agreement. You will comply with any requests to assist you in correcting defects or making any repairs that are covered by a manufacturer's warranty or by the Warranty Agreement.

20. 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.

21. Assignment

You may not assign your rights or obligations under this Agreement (including transferring this Agreement to a subsequent purchaser of your Home) without our written permission, which we may withhold in our sole discretion.

We may sell, assign, or transfer our rights and obligations under this Agreement without your permission. We may sell, assign, or transfer this Agreement for an amount that is more than or less than the unpaid Principal amount owed.

If you sell your Home, you can transfer your rights and obligations under this Agreement and the Limited Warranty to the person who will be buying your Home, subject to our discretion and the limitations in this Section 21 so long as that person meets our credit requirements. If we do not consent to the transfer or the new homeowner does not meet our credit requirements, you may prepay your balance due under this Agreement in accordance with Section 2 and transfer your rights and nonpayment obligations under this Agreement and under the Warranty Agreement to the person who will be buying your Home.

If you sell your Home, you must give us at least 30 days prior written notice. You acknowledge

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that we reserve the right to charge a transfer fee of $250, which fee may be increased at any time to reflect any taxes, licenses, permits, costs, fees or charges that may be charged to Contractor and/or its subcontractors by any utility or governmental agency relating to the transfer of the System or services. Any assignment by you of this Agreement in violation of this provision shall be automatically null and void ab initio.

Under no condition may you transfer or sell the System independently of a sale of your Home.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 21 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Buyer(s)' Initials

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22. Governing Law

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

23. Arbitration of Disputes

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.

In this Section 23, the words "you" and "your" mean any person signing this Agreement as a Buyer or Co-Buyer. Unless the context requires otherwise, the words "we," "us" and "our" means the Contractor named above and any assignee of this Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Retail Installment and Security Agreement without giving effect to conflict of laws principles. 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 covered by this agreement include but are not limited to: claims arising out of or relating to this Retail Installment and Security Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") 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, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee, except where prohibited by law. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. If we initiate the arbitration, we will pay all applicable filing fees and applicable arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to

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make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

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 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 (nonclass, 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. If any part of this paragraph or this Section 23 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 23 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. **EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US** AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE**.**

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 23, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

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.

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

24. Privacy/Publicity

You grant us the right to publicly use, display, share, and advertise the photographic images, System details, price and any other non-

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personally identifying information of your System.

Buyer's Initials

25. 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 .you may give examples, 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 Saturday, Sundays and holidays should be excluded.

26. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our 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 breach of this Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Security Agreement.

27. Right to Cancel

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVEN BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

The Home Improvement Agreement is subject to its own cancellation period. If the Home Improvement Agreement is cancelled within the cancellation period for the Home Improvement Agreement, this Agreement will be automatically cancelled. This Agreement is subject to a 7-business day cancellation right and an additional 7-business day cancellation right even if you have not cancelled the Home Improvement Agreement.

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28. Signatures

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS AGREEMENT, INCLUDING SCHEDULE 1 AND THE DISCLOSURES AT PARAGRAPHS 3 - 5. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT.

BY SIGNING BELOW, YOU FURTHER ACKNOWLEDGE THAT NO PERSON HAS PERFORMED ANY ACT AS A BROKER IN CONNECTION WITH THE MAKING OF THIS LOAN.

Buyer's Name: Stephanie Vargas

Signature: DocuSigned by: AA5BDBABBEA8498...

Date: August 27, 2020 | 10:15 MDT

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.

Signature: DocuSigned by: Mark Stacy DS 739F66B9589C445...

Date: August 27, 2020 | 09:18 PDT

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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SCHEDULE 1

ESTIMATED SCHEDULE OF MONTHLY PAYMENTS

Months	Additional Payment Made		Additional Payment Not Made	
	ACH	No ACH	ACH	No ACH
1-18	$112.20	$122.20	$112.20	$122.20
19-300	$112.20	$122.20	$154.80	$164.80

Month 18 Additional Payment	$9,311.61

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RETAIL INSTALLMENT AND SECURITY AGREEMENT

NOTICE OF CANCELLATION (BUYER COPY)

NOTICE OF CANCELLATION

Date of Transaction August 27, 2020 | 10:15 MDT

You may cancel this transaction, without any penalty or obligation, within seven 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 10 days following receipt by the Creditor/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 Creditor/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 Creditor/Seller regarding the return shipment of the goods at the Creditor/Seller's expense and risk.

If you do make the goods available to the Creditor/Seller and the Creditor/Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Creditor/Seller, or if you agree to return the goods to the Creditor/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 a telegram to: Infinity Energy Inc. at 3855 Atherton Road, -, Rocklin, CA 95765 NOT LATER THAN MIDNIGHT OF the seventh business day following the date of the sale indicated above.

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

Buyer's Signature: **Co-Buyer's Signature:**

_____ _____

Stephanie Vargas

20 SHADOW OAK CT
OROVILLE, CA 95966

Contract ID: PE003082469

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NOTICE OF CANCELLATION (CREDITOR/SELLER COPY)

NOTICE OF CANCELLATION

Date of Transaction: August 27, 2020 | 10:15 MDT

You may cancel this transaction, without any penalty or obligation, within seven 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 10 days following receipt by the Creditor/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 Creditor/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 Creditor/Seller regarding the return shipment of the goods at the Creditor/Seller's expense and risk.

If you do make the goods available to the Creditor/Seller and the Creditor/Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Creditor/Seller, or if you agree to return the goods to the Creditor/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 a telegram to: Infinity Energy Inc. at 3855 Atherton Road, -, Rocklin, CA 95765 NOT LATER THAN MIDNIGHT OF the seventh business day following the date of the sale indicated above.

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

Buyer's Signature: **Co-Buyer's Signature:**

Stephanie Vargas

20 SHADOW OAK CT
OROVILLE, CA 95966

Contract ID: PE003082469

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EXHIBIT 6

CALIFORNIA PLATINUM WARRANTY AGREEMENT

BUYER NAME AND ADDRESS	**Stephanie Vargas** 20 SHADOW OAK CT OROVILLE, CA 95966	**CO-BUYER NAME (IF ANY)**	
INSTALLATION LOCATION	20 SHADOW OAK CT OROVILLE, CA 95966	**CONTRACT ID**	**PE003082469**

1. INTRODUCTION

You, the Buyer and any Co-Buyer named above, by signing below, are entering into this Warranty Agreement (the "Warranty Agreement" or "Limited Warranty") with Infinity Energy Inc.

("Provider", "we", "us" or "our"), dated as of the date shown above. Per the terms of this Warranty Agreement (which is entered into in connection with a related Home Improvement Agreement and Retail Installment and Security Agreement), Provider, or agents or contractors or subcontractors appointed by Provider, shall provide certain warranties for the System you are purchasing from the Provider (collectively, the "Services"). Except as otherwise expressly provided herein, this Warranty Agreement begins on the date the System is connected to the electrical grid (the "Interconnection Date") and shall end 25 years after your first required monthly payment due date under the Retail Installment and Security Agreement you are entering into with the Contractor (the "Warranty Term"). "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly.

This Warranty Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

The System will be located at the Installation Location listed above (your "Property" or your "Home" and includes all applicable accessories, mounting hardware, and attachments, as described more fully in the Residential Home Improvement Agreement ("Home Improvement Agreement") between you and the Provider named above).

Limitation of Duration of Implied Warranties. IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW CANNOT BE WAIVED, SUCH WARRANTIES 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.

2. LIMITED WARRANTIES

a. System Warranty

During the entire Warranty 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").

b. Roof Warranty

If your roof is penetrated during a System installation, we will warrant roof damage caused by us or our contractors. This roof warranty will begin on the date that System installation begins and 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").

This Roof Warranty is separate from any additional warranty you may receive under an Optional Services Amendment, if applicable, as provided in **Annex A.**

c. Repair Promise

During the entire Warranty Term, Provider, through its contractors or subcontractors, will honor the System Warranty and will cause the repair or replacement of any defective part, material or component or correction of any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a

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valid claim to us under this Limited Warranty (the "Repair Promise"). 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 below in Section 4. Provider may use new or reconditioned parts when making repairs or replacements. Provider may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Warranty Agreement. Cosmetic repairs that do not involve safety or performance shall be made at Provider's discretion.

d. Warranty Length

Except as otherwise expressly provided herein, and subject to Section 9 below, the warranties in Sections 2 above will start on the Interconnection Date and continue through the entire Warranty Term.

The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2 above. The Warranty Term may be longer than the term of your obligations under the Retail Installment and Security Agreement.

e. Power Production Guarantee

Provider guarantees that during the Warranty Term the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") in the table set forth below as follows:

Year	Guaranteed Annual kWh
1	**7,387.99**
2	**7,351.05**
3	**7,314.30**
4	**7,277.72**
5	**7,241.34**
6	**7,205.13**
7	**7,169.10**
8	**7,133.26**
9	**7,097.59**
10	**7,062.10**
11	**7,026.79**
12	**6,991.66**
13	**6,956.70**
14	**6,921.92**
15	**6,887.31**
16	**6,852.87**
17	**6,818.61**
18	**6,784.51**
19	**6,750.59**
20	**6,716.84**
21	**6,683.25**
22	**6,649.84**
23	**6,616.59**
24	**6,583.51**
25	**6,550.59**

(i) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Retail Installment and Security Agreement and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kWh (defined below) generated by the System is ***less than*** the cumulative Guaranteed Annual kWh, then we will credit your account or provide you with a refund, if you have already paid your obligations under the Retail Installment and Security Agreement in full, equal to the difference between the cumulative Actual Annual kWh and the cumulative Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Your account will be credited in that amount (or a refund in that amount will be mailed or electronically transferred) within thirty (30) days of the end of the calendar year. Your cumulative Actual Annual kWh is dependent on a shading percentage of 13.00 % on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

The Guaranteed Annual kWh will be lower than the forecasted system output due to the variability in local weather conditions and the impact those conditions have on actual system production.

For example, if the first thirty-six (36) month period commences on October 10, 2020 and ends on October 9, 2023, and the energy the System was supposed to generate is less than the energy the System was guaranteed to generate during such thirty-six (36) month period, we will credit your account the difference between the Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh within thirty (30) days after December 31, 2023.

(ii) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Retail Installment and Security Agreement and each successive

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twelve (12) month anniversary thereafter the Actual Annual kWh is ***greater than*** the Guaranteed Annual kWh during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

"**Actual Annual kWh**" means the AC electricity produced by your System in kilowatt-hours measured and recorded by Provider during each successive twelve (12) month anniversary of your first monthly payment due date plus any carryover. To measure the Actual Annual kWh we will use the Power Monitor or to the extent such services are not available, we will estimate the Actual Annual kWh by reasonable means.

"Guaranteed Energy Price per kWh" means $0.155 per kWh.

f. Power Monitor

During the Warranty Term, we will provide you at no additional cost our Power Monitor service ("Power Monitor"). If your System is not operating within normal ranges, the Power Monitor will alert us, and we will remedy any material issues promptly.

g. General

When the System is installed Provider will provide you with a link to its Solar Operation and Maintenance Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

h. Power Monitor

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available, then we will not be able to monitor the System to provide you with your Power Production Guarantee. To continue your Power Production Guarantee under this Warranty Agreement (a) you will be required to provide us with annual production information from your inverter; or (b) We, in our sole discretion, will estimate annual production. In connection with such any such estimated production by us, we will make commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

i. Output Warranty

The System's electrical output during the first ten (10) years of the Warranty Term shall not decrease by more than fifteen percent (15%). This output warranty is in addition to the Power Production Guarantee in Section 2(e) of this Exhibit 6 and you will be provided a refund credit for underproduction as set forth in Section 2(e).

j. Claims Process

You can make a claim by:

(i) Emailing us at the email address provided to you after Interconnection;

(ii) Writing a letter to our mailing address, as identified in the Home Improvement Agreement or provided to you after Interconnection, and sending it overnight mail with a well-known service; or

(iii) Creating a claim through our online customer portal at customerservice@sunnova.com.

k. Transferable Limited Warranty

Provider will accept and honor any valid and properly submitted claim made during the Warranty Term pursuant to this Section 2 by any person who purchases or otherwise acquires the System from you as permitted under the Retail Installment and Security Agreement. If you have already paid all amounts due under the Retail Installment and Security Agreemen, you may transfer your rights and obligations under this Warranty Agreement to a purchase of your Home. Should you transfer the System independently of the sale of your Home, this Warranty Agreement is deemed terminated and void.

l. Exclusions and Disclaimer

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

(i) Someone other than Provider or its approved service providers installed, removed, re-installed or repaired the System;

(ii) Destruction or damage to the System or its ability to safely produce power not caused by Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System

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we will not repay you for power it did not produce) (see also Section 9 below);

(iii) Your failure to perform or breach of your obligations under the Retail Installment and Security Agreement (e.g. you modify or alter the System);

(iv) Your failure to perform or breach of this Warranty Agreement, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, your failure to maintain the System as stated in the Solar Operation and Maintenance Guide, your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer's warranties;

(v) Any Force Majeure Event (as defined in Section 5 below);

(vi) Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;

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

(viii) Theft of the System (e.g. if the System is stolen we will not repay you for the power it did not produce) (see also Section 9 below);

(ix) A power or voltage surge caused by someone other than Provider, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;

(x) The removal of the System from your Property or Home or the sale of the System to a third party who is not a purchaser of your Home; and

(xi) A change in usage of the Property or any buildings at or near such Property that may affect insolation without Provider's prior written approval.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2 AND ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY PROVIDER WITH RESPECT TO THE SYSTEM. PROVIDER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY STATE LAW, 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. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

m. Your Additional Obligations

You grant Provider and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty and Warranty Agreement.

If you want to make any repairs or improvements to the Property that could interfere with the System, you may only remove and replace the System pursuant to Section 4 of this Limited Warranty.

During the Warranty Term you agree:

(i) To use the System carefully, keep it in good repair, and use reasonable efforts to avoid damage to the System;

(ii) To follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;

(iii) To have the System repaired only pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;

(iv) To perform your obligations under this Warranty Agreement and not take or fail to take any action that would cause this Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance,

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repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any equipment or manufacturer's warranty applicable to any component of the System;

(v) To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Provider installed it;

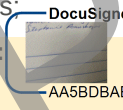
(vi) To keep the panels and modules clean, and protect the System from animals and infestation;

(vii) To not modify your Home or landscaping in a way that shades the System;

(viii) To be responsible for any conditions at your Home that affect the installation and operation of the System (e.g. not blocking access to the roof or removing a tree that is in the way);

(ix) To 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 Provider is not responsible for any known or unknown property conditions;

DocuSigned by:

Buyer's Signature: 

AA5BDBABBEA8498...

Co-Buyer's Signature:

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

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

(xii) To use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

(xiii) To 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;

(xiv) To not use the System for any unlawful purpose;

(xv) To notify Provider if you think the System is damaged, appears unsafe or is stolen, and prior to changing your power supplier;

(xvi) To obtain Provider's written permission before making changes to the System;

(xvii) To not sell, transfer, or lease the System except as permitted under the Retail Installment and Security Agreement, or use it as security for a loan from another creditor;

(xviii) Not to allow any other security interest or lien, other than that permitted under the Retail Installment and Security Agreement, to attach to the System, whether by your action, inaction, or operation of law;

(xix) To give Provider written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third party claim or attempt;

(xx) To permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;

(xxi) To return any documents sent to you by Provider for signature (like incentive claim forms) within five (5) business days of receiving them; and

(xxii) To procure and maintain adequate insurance coverage for the System. You may obtain this insurance from anyone you want.

3. PROVIDER'S STANDARDS

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

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4. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA

You agree that if (a) the System needs any repairs that are not the responsibility of Provider under this Limited Warranty, (b) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Provider, or its approved service providers, at your expense, perform such repairs, removal and reinstallation on a time and materials basis. You further agree that, if you relocate the System, Provider will need to reevaluate production of the System at the substitute premises and may need to revise the production estimates used to evaluate degradation in this Limited Warranty**.**

You agree that Provider and any agents or contractors or subcontractors appointed by Provider are entitled to collect and retain information and data regarding the System, including but not limited to data and equipment performance, and that Provider is entitled to share such information with any person entitled to receive payments under the Retail Installment and Security Agreement and/or with any assignee of Provider's rights or obligations under this Warranty Agreement. You agree that Provider owns all information and data regarding the System that is collected.

5. FORCE MAJEURE

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

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

b. Provider'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 Provider 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.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Provider's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Provider's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Provider including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Provider or under its control.

Performance times under this Warranty Agreement and the Retail Installment and Security Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, where the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Warranty Agreement and the Retail Installment and Security Agreement may be suspended during the duration of the Force Majeure Event and then the terms of the Warranty Agreement and/or Retail Installment and Security Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions. For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined below.

6. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES PURSUANT TO SECTIONS 2, SUBJECT TO 6, UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL PROVIDER 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 OR EXCLUSION MAY NOT APPLY TO YOU.

b. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Provider's total liability

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arising out of or relating to this Limited Warranty for damages to your Home, belongings and Property shall in no event exceed five hundred thousand dollars ($500,000).

7. NOTICES

a. To Provider

All notices under this Warranty Agreement shall be made to Provider at the address in the Home Improvement Agreement or any subsequent addresses provided to you by Provider.

b. To Buyer

All notices under this Warranty Agreement shall be made to Buyer at the address in this Warranty Agreement, through the customer portal, or any subsequent address you give us for this Warranty Agreement.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Provider may assign its rights or obligations under this Warranty Agreement to a third party without your consent, provided that any assignment of Provider's obligations under this Warranty Agreement shall be to a party professionally and financially qualified to perform such obligation. This Warranty Agreement protects only the person who owns the System. Your rights and obligations under this Warranty Agreement will be automatically transferred to any person who purchases or otherwise acquires the System from you, to the extent allowed under the Retail Installment and Security Agreement or this Warranty Agreement.

9. EARLY TERMINATION

Notwithstanding any other provision of this Warranty Agreement, this Warranty Agreement shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the negligence or willful misconduct of you, your agents, contractors (other than Provider), or your or their representatives (a "Total Loss" of the System).

10. 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.

In this Section 10, the words "you" and "your" mean any person signing this Warranty Agreement as a Buyer or Co-Buyer and any person who purchases the System from you. Unless the context requires otherwise, the words "we," "us" and "our" mean the Provider named above and any assignee of the Provider's rights or obligations under this Warranty Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Warranty Agreement without giving effect to conflict of laws principles. 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 covered by this agreement include but are not limited to: claims arising out of or relating to this Warranty Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") 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, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first $125 of any filing fee. We will pay any filing fees in excess of $125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could

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order or grant under this Warranty Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Warranty Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

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 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. If any part of this paragraph or this Section 10 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 10 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 10, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

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:

Buyer's Signature: DocuSigned by: AA5BDBABBEA8498...

Co-Buyer's Signature:

11. GOVERNING LAW

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Warranty Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Warranty Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

12. EACH PERSON RESPONSIBLE

Each person who signs this Warranty Agreement as a

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Buyer or Co-Buyer will be individually and jointly responsible for all obligations of the Buyer or Co-Buyer under this Warranty Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for any obligations of the Buyer or Co-Buyer under this Warranty Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be required to fulfill all obligations of the Buyer or Co-Buyer under this Warranty Agreement. To the extent that we have a security interest in the System, we may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer under this Warranty Agreement. This Warranty Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Warranty Agreement against your heirs or legal representatives.

13. RIGHT TO CANCEL

You are voluntarily entering into this Warranty Agreement in connection with a Home Improvement Agreement and Retail Installment and Security Agreement between you and the Provider. If you cancel either of those agreements within the cancellation periods described in those agreements, this Warranty Agreement and each of those other agreements will be automatically canceled.

14. DEFAULT

You will be in default if you, or any Co-Buyer signing this Warranty Agreement, commit fraud, fail to keep any other promise in this Warranty Agreement, breach any obligation under this Warranty Agreement, or make any false or misleading representation in this Warranty Agreement or on the application relating to this Warranty Agreement. If you are in default the Limited Warranties provided for in this agreement are void.

If you are in default under the Retail Installment and Security Agreement or the Home Improvement Agreement, you are also in default under this Warranty Agreement.

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15. SIGNATURES

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS WARRANTY AGREEMENT BEFORE YOU SIGN IT.

BY SIGNNG BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS WARRANTY AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS WARRANTY AGREEMENT AT THE TIME YOU SIGN IT.

Buyer's Name: Stephanie Vargas

Signature: DocuSigned by: AA5BDBABBEA8498...

Date: August 27, 2020 | 10:15 MDT

Co-Buyer's Name (if any):

Signature:

Date:

Provider: **Infinity Energy Inc.**

Signature: DocuSigned by: Mark Stacy DS 739F66B9589C445...

Date: August 27, 2020 | 09:18 PDT

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SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your purchase of a solar electric system ("System").
It is not a substitute for the contract ("Contract") and other documents associated with this transaction.
All information presented below is subject to the terms of the Contract.

Read all documents carefully so you fully understand the transaction.
For more information on being a smart solar consumer visit www.seia.org/consumers.

PROVIDER:	INSTALLER/ CONTRACTOR:	WARRANTY/MAINTENANCE PROVIDER:
Sunnova Energy Corporation 20 E. Greenway Plaza, Ste 475 Houston, TX 77046 Tel.: 281-985-9900 License # (if applicable): Sunnova CA 1003498 Email: customerservice@sunnova.com	Infinity Energy Inc. 3855 Atherton Road - Rocklin CA 95765 Tel: (916) 474-4723 Email: contracts@goinfinityenergy.com License: CA: 998627; TX 32607; MA HIC 195548 SALESPERSON: Tyler O'Guinn HIS #: 118777 SP Infinity Energy Inc. 3855 Atherton Road - Rocklin CA 95765 Tel :(530) 566-2307 Email:tyler@premiersolarservices.com	(Same as Provider) Address: Tel.: License # (if applicable): Email:

CUSTOMER: Stephanie Vargas
Customer ID: PE003082469
System Installation Address: 20 SHADOW OAK CT,OROVILLE,CA,95966,United States
Customer Mailing Address: 20 SHADOW OAK CT,OROVILLE,CA,95966,United States
Email: 0arod3@gmail.com
Contract Date: August 27, 2020 | 10:15 MDT

*** NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE A SOLAR ELECTRICITY GENERATING SYSTEM. YOU WILL OWN (NOT LEASE) THE SYSTEM INSTALLED ON YOU PROPERTY.**

Purchase Price (A)	Payment Schedule (B)	Financing (C)
Your purchase price for the System and the Warranty: $35,813.89 List of any credits, incentives or rebates included in the above purchase price: None ***NOTE:** You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information.	Amount you owe Installer at Contract signing: $0.00 Amount you owe for the System at the commencement of installation: $0.00 Amount you owe for the System and the warranty at the completion of installation: $35,813.89	The System: ☒ **WILL** be financed; ☐ **WILL NOT** be financed; or ☐ Financing of System **unknown** to Provider **NOTE**: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. **This statement does not contain the terms of your financing agreement**. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.

Installation Timing (D)	Interconnection Approval (E)
Approximate Start Date: 3 days from the date that is the later of the date in which:	☐ **YOU** are or ☒ **PROVIDER** is responsible for submitting a System Interconnection application.

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☒ All permits have been issued; ☒ Any homeowner's association approval letter has been received; ☒ All materials have been delivered to the site (the "Commencement Date"). Approximate Completion Date: no more than 365 days from Commencement Date.	

Site & Design Assumptions for your Purchase (F)

- Estimated size of System in kilowatts: 7.360 (kW)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: 8,691.75
- Estimated annual electricity production decrease due to natural aging of System: 0.50%
- System location: Roof (unless otherwise specified)
- System ☒ **WILL** ☐ **WILL NOT** be connected to the electric grid
- At the time of installation, your local utility ☒ **DOES** ☐ **DOES NOT** credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.

System Maintenance & Repairs (G)

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☒ **IS** ☐ **IS NOT** included for 25 years by Provider (e.g., Installer, Maintenance Provider).

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☒ **ARE** ☐ **ARE NOT** provided by the Provider (e.g. Installer, Other).

Please review your contract for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

Roof Warranty (H)

Your roof ☒ **IS** ☐ **IS NOT** warranted against leaks from the System installation for 10 years by Provider (e.g. Provider, Installer, Other).

System Performance or Production Guarantee (I)

In terms of your full System, Provider is providing you with a:

☐ System performance or electricity production guarantee
☐ Other type of System guarantee
☐ No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

Utility and Electricity Usage/Savings Assumptions (J)

You ☒ **HAVE** ☐ **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Contract.

If you HAVE been provided with an Estimate, Provider states the following:

Provider ☐ **IS** ☒ **IS NOT** guaranteeing these savings.
Provider ☒ **IS** ☐ **IS NOT** using savings calculations that conform to the *SEIA Solar Business Code*. See **Box M** or www.seia.org/code.

Your Estimate was calculated based on:
- ☐ Your estimated prior electricity use
- ☒ Your actual prior electricity use
- ☐ Your estimated future electricity use

Your Estimate assumes the following:
- ☐ Years of electricity production from the System: ____
- ☒ A current estimated **utility electricity rate** of $0.259 [cost per kilowatt-hour] during the year of System operation with estimated increases of 0.049 percent annually. Provider based this estimate on the following source(s): utility rate information provided by the installer or the customer.
- ☐ Your utility will continue to credit you for excess energy your System generates at ☐ **ESTIMATED FUTURE** ☐ **CURRENT** utility electricity rates.

NOTE: It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Contract carefully for more details.

Renewable Energy Certificates (RECs) (K)

You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable solar energy to a third party (which may be the Installer) depending on the laws of your state. Under terms of the Contract, any RECs created by the System ☐ **WILL** ☒ **WILL NOT** be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and Provider may

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sell the RECs to a third party. In some jurisdictions, you may have to surrender some or all of your RECs to receive state, local or utility incentives.

Cooling Off Period / Right to Cancel (L)

In addition to any rights you have under state or local law, you ☒ **HAVE** ☐ **DO NOT HAVE** the right to terminate the Contract without penalty within (7) business days of by notifying Provider in writing at the above address.

SEIA Solar Business Code (M)

Provider and Installer ☒ **DO** ☐ **DO NOT** abide by and agree to be bound by the *SEIA Solar Business Code* (www.seia.org/code) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit www.seia.org/consumers or email SEIA at consumer@seia.org.

Additional Disclosures or Terms (N)

This Disclosure is related to your Solar System only. If you purchased any additional services, such as a new roof, please consult your Optional Services Amendment and any related warranty information therein for information and the warranty concerning that/those product[s].

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED DISCLOSURES A-N ABOVE:

Buyer's Name: Stephanie Vargas

Signature: DocuSigned by: AA5BDBABBEA8498... Date: August 27, 2020 | 10:15 MDT

Co-Buyer's Name (if any):

Signature: Date:

Individual Completing This Form:

Name: John Santo Salvo Signature:

Title: Authorized Signatory Company: Sunnova Energy Corporation

Date: August 27, 2020 | 10:15 MDT

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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 Solar Service or Solar 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 preauthorized payments from my designated Bank Account or Credit Card Account ("Account") to Sunnova Energy Corporation 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 Sunnova at **customerservice@sunnova.com** or by calling us at **1-855-277-6379**. If Sunnova incurs any fees as a result of inaccurate or out of date information, Sunnova 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 pre-authorized 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.

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 preauthorized amount, or from the previous Electronic Funds Transfer Payment amount.

6. PROCEDURES UPON PAYMENT IN FULL

I understand that when my Agreement is paid off 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.

COPY VIEW

DocuSign Envelope ID: 514EF7D8-75D9-48A8-A47D-D608A56987A4

THIS IS A COPY
The Authoritative Copy of this record is held at na2.docusign.net

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.

Buyer's Name: Stephanie Vargas

Signature: DocuSigned by: AA5BDBABBEA8498... Date: August 27, 2020 | 10:15 MDT

Co-Buyer's Name (if any):

Signature: Date:

COPY VIEW