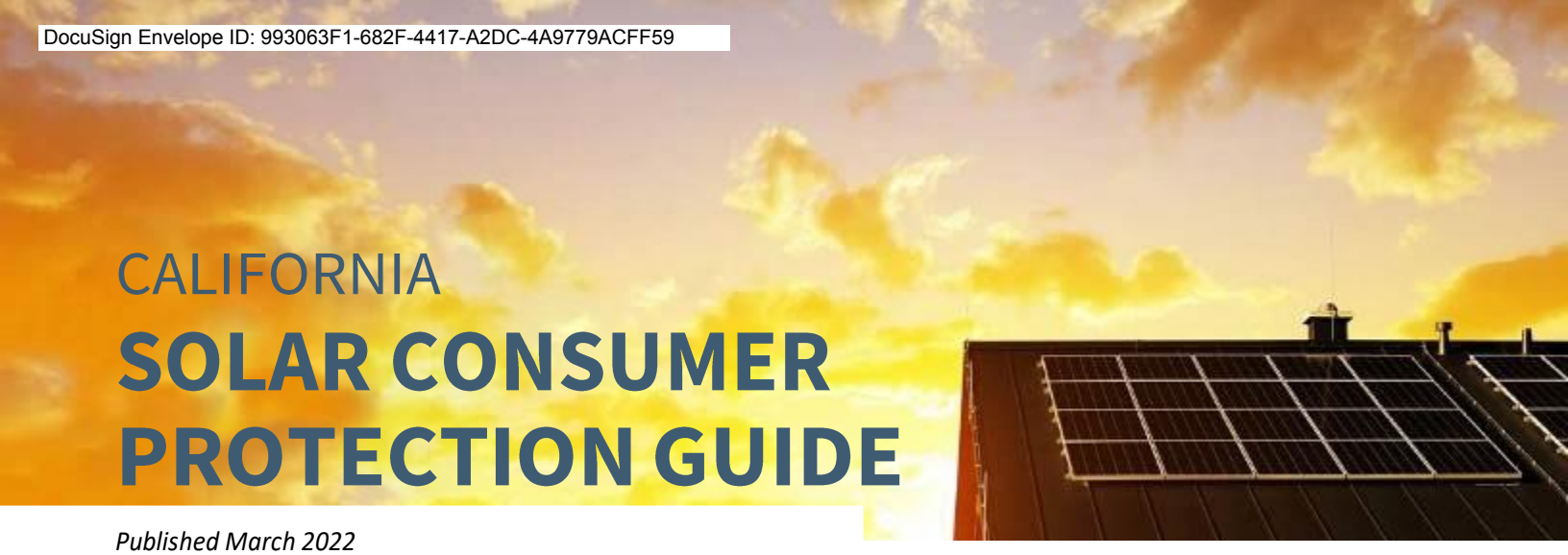
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CALIFORNIA
SOLAR CONSUMER PROTECTION GUIDE

Published March 2022

This guide provides important information to homeowners thinking of going solar.

PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.

Don't sign a contract until you read this document!

This guide is from the California Public Utilities Commission (CPUC), a government agency that regulates privately-owned utilities like Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E).

Customers of PG&E, SCE, SDG&E, BVES, and PacifiCorp must initial and sign this guide to connect a residential solar system to the electric grid. The CPUC requires these companies to collect your signed copy of this guide to ensure that you know your rights and have enough information to make a decision. *(This requirement does not apply to solar thermal systems or solar systemsin new home construction or multi-family buildings.)*

Guide Accessibility

- Audio recording available at 855-955-1535.
- Español, 中文, 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, and Dari versions available at 866-849-8390.

You should understand and initial the first 4 pages and sign at the end of this guide before you sign a contract for a residential solar system.

Initial here if you understand this page DS (1/4)

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Watch Out for False Claims

Most solar providers are honest and fair. However, there are still some false claims you need to watch out for. Do not do business with a salesperson who makes one of these false claims.

False Claim	The Truth
You can get free solar energy at no cost to you.	Solar energy is rarely free. An honest company will be upfront about all the costs you will pay over time. There is one exception: a few government-funded solar programs offer free or low-cost solar to low-income households. Go directly to page 6 to see what government-approved organizations run these programs.
You will never pay an electricity bill ever again after a solar system is installed.	After going solar, you will typically pay a small electricity bill every month and a larger electricity bill at the end of the 12-month cycle. See page 18 for an example. Customers who take out a solar loan or sign a lease or power purchase agreement will also receive a monthly bill from a loan company or solar provider. If you use Property Assessed Clean Energy (PACE) financing, you will also make a payment once or twice a year with your property taxes or monthly with your mortgage payment.
Time is running out and you must quickly sign an electronic tablet to get solar.	An honest salesperson would never rush you to sign anything without giving you time to review what you are signing. California law requires that a salesperson show you the contract terms before you sign.

If you think you have been a victim of solar fraud, you may file a complaint against a contractor or home improvement salesperson to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or **cslb.ca.gov/consumers**.

To file a complaint against a financing company, visit **dfpi.ca.gov/file-a-complaint**.

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Know Your Rights

You have the right...

to read this entire 24-page guide before signing a contract.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a customer of PG&E, SCE, SDG&E, BVES, or PacifiCorp, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or cslb.ca.gov/consumers.

to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

to a Solar Disclosure Document from your solar provider.

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at cslb.ca.gov/consumers/solar_smart.

to a 3-day cancellation period after signing a contract.

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. If you are 65 years of age or older, you have five days. Note that different rules may apply for contracts negotiated ata company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2752) or cslb.ca.gov/consumers.

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Ask Solar Providers These Initial Questions Before You Sign A Contract

What is your Contractors State License Board (CSLB) license or registration number?
Ask for the solar provider's CSLB license number. If you were contacted by a telephone or door-to-door salesperson, ask for their individual home improvement salesperson (HIS) registration number, too. Then check the license and, if applicable, HIS registration numbers to make sure they are valid and associated with the solar provider by going to cslb.ca.gov/consumers or calling 800-321-CSLB (2752).

- CSLB License Number is: CA#1024460
- (If applicable) HIS Registration Number is: 117861

The CSLB license must be active and in classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor) in order to be valid. If your solar provider does not have a valid contractor license, do not sign a contract with them and report them to the CSLB.

What is the total cost of the solar energy system?
If you are considering a solar loan, lease, or power purchase agreement, also ask:

- Is there a down payment?
- How much will I pay per month? When will these payments increase and by how much?

If you are considering PACE financing, also ask:

- How much will I pay once or twice a year with my property taxes or monthly with my mortgage?
- How many years will I pay this amount?

If I sell my home, what are my options and what do I need to do?
Ask your solar provider, lender, or PACE program administrator to show you where in thecontract it describes what happens when you sell your home.

OK, I read these 4 pages. Now what?

1

For a **step-by-step guide for how to go solar**, proceed to the next page. This is recommended, even if you've already started the solar process!

2

Make sure to get **bids from at least 3 different** solar providers. See page 9 for more details.

3

For **other important questions to ask a solar provider** before you sign a contract, go to page 10 of this guide.

4

If you already understand the information listed in the table of contents and are **getting ready to sign a contract**, you can skip to the "Before You Sign" checklist, on page 22 of this guide.

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STEP 1:
Is Solar a Good Fit for Me?

Solar photovoltaic panels can capture sunlight on your roof or property and convert it into electricity. This electricity powers the needs of your home, such as lights, electric vehicles, and appliances.



Before you consider getting solar at your home, ask yourself:

Have I made my home energy efficient first?

Reducing your energy use can reduce the size of the solar system you need, potentially savingyou thousands of dollars. Visit energyupgradeca.org/home-energy-efficiency and/or
contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demandresponse programs.

Do I qualify for low-income solar programs?

If you think you might qualify for a low-income solar program, be sure to read page 6. There are residential solar and community solar programs available for qualifying low-income PG&E, SCE, and SDG&E customers that could save you money with no financial contribution.

Is my roof suitable for rooftop solar?

- Does my roof receive a good amount of sunlight or is it mostly shaded? What direction doesthe roof face? Roofs that are mostly shaded or face due north are not good candidates for solar. If you plan to replace your roof soon, you should replace it before installing a rooftop solar system.
- If your roof is heavily shaded or isn't in great condition, or if you are a renter, community solar programs could be a good fit for you. With community solar, you receive 50-100 percent of your electricity from solar projects located across California. Community solar programs vary and may increase your electricity bill or provide an electricity bill savings. Contact your electricity provider for more information.

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Low-Income Solar Programs

Available to PG&E, SCE, and SDG&E Customers

If you are not a PG&E, SCE, or SDG&E customer, call your electricity provider or check their website to see if any low-income solar options are available to you.

If you currently receive or qualify for a discounted electricity bill through the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program, you may qualify for assistance installing solar at low or no cost using one of the programsto the right.

You may also qualify for one of these programs if you live in a disadvantaged community (DAC). A DAC is a neighborhood vulnerable to multiple sources of pollution. To find out if you live in a qualified DAC, check out the map: cpuc.ca.gov/solarindacs.

PACE financing is not a "free government program." If someone describes it this way to you, please read about false claims on page 2 of this guide. You can learn about PACE financing on page 14.

SASH Program & DAC-SASH Program

The SASH Program provides discounted rooftop solar for income-qualified single families.If you qualify, your family can get assistance installing solar at low cost. The DAC-SASH program is designed for CARE- or FERA-eligible single-family homeowners who live in
a DAC. If you qualify, your family can get assistance installing solar. GRID Alternatives administers the SASH and DAC-SASH programs.

See if you qualify by visiting gridalternatives.org/qualify or by calling GRID Alternatives at 866-921-4696.

DAC-Green Tariff Program

The DAC-Green Tariff Program is designed for eligible households that live in a DAC. Participants can have 100 percent of their electricity offset by solar generation and receivea 20 percent discount on their electricity bills. In this program, you do not have to installsolar on your roof. The solar is installed elsewhere and the bill credits are assigned to you.

See cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

Community Solar Green Tariff Program

The Community Solar Green Tariff Program allows households in a disadvantaged community to subscribe to a solar farm within 5 miles of their neighborhood and receive a 20 percent discount on their electricity bills.

See cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

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STEP 2:
Understand Roles and Solar

2

Solar Providers
Solar providers are the companies that sell you solar and send installers to your home. Sometimes they provide financing. They must be licensed. See page 4.

Salespeople
Salespeople work for solar providers and may call you or knock on your door. They must be registered, with some limited exceptions. Ask for their "home improvement salesperson (HIS) registration" and check it at 800-321-CSLB (2752) or cslb.ca.gov/consumers.

Installers
Installers are sent by solar providers to your home tocheck roof, ground, and electric conditions and to install the solar system. They must be licensed like a solar provider. See page 4.

Manufacturers
Manufacturers are the companies that make solar equipment. They provide most solar warranties for purchased systems.

Electricity Providers
Electricity providers interconnect your solar system to the electric grid and send you electricity bills that may include solar bill credits.

Lenders
Lenders provide you with financing if you have a solar loan.

PACE Program Administrators
Except for a few governmental PACE programs, PACE financing programs are managed by PACEprogram administrators, which must be licensed.Check their license at dfpi.ca.gov/pace-program-administrators.

PACE Solicitors and PACE Solicitor Agents
PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at dfpi.ca.gov/pace-program- administrators.

City/County Inspectors
City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.



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Overview of a Typical Rooftop Solar Process

Before You Sign a Contract

You	decide if rooftop solar is a good fit for you (see page 5)
You	get a home energy assessment to make your home more energy efficient (see page 5)
You	look at low-income solar programs to see if you qualify (see page 6)
You	research solar providers and compare at least 3 bids (see page 9)
Solar Provider	provides you with contract and Solar Energy System Disclosure Document (see page 9)
You	qualify for financing, if needed (see page 12)
Lender/PACE Program Administrator	writes up financing agreement (if needed)
You	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
You	go through checklist on page 22 of this Solar Consumer Protection Guide
You	sign this guide, the solar contract, and the financing agreement

It typically takes 1 to 3 months after you sign a contract for the solar system to be installed at your home.

After You Sign A Contract

Installer	performs a home site visit to confirm assumptions and check roof, ground, and electric conditions
Solar Provider	finalizes system design and applies for building permit with city or county agency
Installer	installs the solar system (only after receiving city/county permit)
City/County Inspector	inspects system for building permit compliance when applicable
Solar Provider	submits application to electricity provider to interconnect solar system to grid
Solar Provider	submits city/county inspection approval to electricity provider
You	turn on system only after receiving written approval from electricity provider
Electricity Provider	sends you your first electricity bill with solar/net energy metering credits (see page 17)
Lender/Solar Provider	sends you first bill for solar system or solar energy*

After the solar system is installed, it typically takes 2 to 3 weeks to receive approval from your electricity provider to turn your system on. It could take longer depending on your circumstances.

*If you use PACE financing, you will not receive a bill from a lender or solar provider (the last step above). Instead, your payments will be due once or twice a year with your property taxes or monthly with your mortgage payment.

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STEP 3:
Find a Qualified Solar Provider

For low-income solar programs, go to page 6.

Find Solar Providers that Serve Your Neighborhood

Go to cslb.ca.gov, a government website, and click on "Find My Licensed Contractor." Enteryour city and one of the following license classifications: C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Go to californiadgstats.ca.gov, a government-funded website, to enter your ZIP code and see alist of solar providers and recent installation costs. Note that these costs are not verified by the government.

Check to see if your county has a County Contractors Association with licensed solar providers.

Ask friends and neighbors who had solar installed at least a year ago if they recommend a solar provider and why.

Narrow Down the List to Qualified Solar Providers

First, make sure solar providers you consider have a valid license from the CSLB. It is illegal forsolar providers and their installers to conduct business without a license.

- Go to the Contractors State License Board (CSLB) website at cslb.ca.gov/consumers or call 800-321-CSLB (2752) to see if the solar provider and installer licenses are active andvalid. The licenses must be in the classification C-46 (Solar Contractor), C-10 (ElectricalContractor), or B (General Building Contractor).

Find out how long the company has been in business and how many installations they have done.

Visit the CPUC's public list of non-compliant solar providers, which identifies contractors that have violated CPUC, CSLB, or DFPI regulations. This list is updated quarterly and can be found at cpuc.ca.gov/solarpubliclist.

It's a good sign if companies employ installers certified by the North American Board of CertifiedEnergy Practitioners (NABCEP), a high standard in the industry.

Get Bids From At Least 3 Qualified Solar Providers, Compare Bids, and Ask Questions

After you narrow down the list of solar providers, ask for a bid or price quote.

- Look up how to compare solar quotes online and compare the bids you have obtained.
- Note that the cheapest bid is not necessarily the best option for you. A very low bid mayindicate that a solar provider is trying to cut corners.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Don't hesitate to ask solar providers a lot of questions up front. A qualifiedcompany will be happy to answer all of them. A sample list of questions is on the next page.

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Questions to Ask a Solar Provider

Before You Sign a Contract

Company Background

What is your company's contractor license number from the Contractors State License Board (CSLB)? What is your installer's contractor license number?

Is the salesperson an employee of your company?

Will you subcontract with another company to install the solar system? If so, what is their CSLB contractor license number?

How long have you been in business, and how many systems have you installed?

Can you provide me with three customer references to call or visit? These customers should have solar installed for at least a year.

Design & Roof

Is my roof a good candidate for solar? Why?

Does my roof need to be replaced before installing solar panels?

- If yes, how much will that cost, who will do it, what is their license number, and is there a roof warranty?

Why did you choose this specific design and size for the solar system you are recommending to me?

- Note that a system sized to cover all of your electricity needs isn't necessarily the best investment. Typically, a system is sized to around 80-85 percent of your electricity use from the previous year.

What steps will you take to ensure my roof won't leak?

Roughly how much will it cost to remove and re-install the panels if I need to replace my roof in the future, including inspection fees?

Warranties & Performance of Solar System

Are there warranties for the panels and inverters?

- If yes, how long do they last and whom do I contact to replace these components?
- If equipment such as the inverter fails after the warranty period, how much will it cost to replace?

Are there warranties for labor/construction?

Are repairs and maintenance included in the contract? If yes, who should I contact for repairs?

Will I be able to monitor the performance of the system once it's installed? If so, how?

Does the solar provider offer a minimum energy guarantee (common with leases and power purchase agreements)?

- If yes, how will I be compensated if the system does not produce as much energy as promised in the contract?

Is there an insurance policy that comes with the solar system, or do I need to take out additional homeowner's insurance? Note that this is especially important if you live in fire-prone areas.

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What are my obligations in the contract if my solar system stops working due to a disaster like an earthquake or a fire?

Who has the right to claim the environmental benefits of the power generated by my system? (See "Getting Environmental Credit for Going Green" on page 18).

Electricity Bill Savings Estimates *(see page 17)*

Please beware of a solar provider who tells you solar is free – it is not. See page 2 for more information on false claims.

Will you explain to me why an electricity bill savings estimate is not a guarantee?

What electricity provider bill escalation rate is assumed in your electricity bill savings estimate?

- Note that the CPUC has capped this escalation rate assumption at 4 percent per year.

What electricity rate plan do you recommend I switch to for solar, and why?

- How long will I be on that rate plan, and how can I compare or change rate plans on my electricity provider's website?
- Note that each electricity provider has a rate plan comparison tool or page on its website.

Even though I will continue to pay electricity bills after going solar, I can receive solar bill credits on my electricity bill. How does that work?

Is there an option to pay my electricity bills monthly instead of annually, so the costs are more even throughout the year? How do I sign up?

Does my electricity provider offer special rates for solar customers?

Impacts On Future Sale of Your Home

Will a solar system make it more difficult for me to sell my home or refinance?

For leases, power purchase agreements (PPA), and PACE-financed systems:

- What happens if the home buyer doesn't want the solar system or doesn't qualify to take on my lease, PPA, or PACE-financed system?
- Are there fees if I need to terminate the contract early to sell my house?
- Are there fees for transferring the lease, PPA, or PACE financing to a new homeowner?

Timeline *(see page 8)*

When do you propose to start and finish installing solar on my roof?

After installation is complete, roughly how long will it take for my electricity provider to send me written approval to turn my system on?

What situations would allow me to be released from a contract?

For questions about financing, read the next section!

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STEP 4: Compare Your Financing Options

The most common solar financing options are:

- Purchase of a solar system with a solar loan or cash. With a purchase, you own the system.
- Property Assessed Clean Energy (PACE) financing of the upfront costs of a solar system, which you pay back on your property tax bill. With PACE financing, you own the system.
- Lease of a solar system, in which the solar provider owns the system and "rents" it to you for ascheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sellsyou the electricity it generates for a certain price over a set number of years.

The next few pages contain a quick look at each option's pros and cons, and then a closer look ateach.

	PROS	CONS
Purchase with Cash or Loan	Typically, greater return on investment. If you use a loan, little or no upfront costs. May increase value of home. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles. Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.
PACE Financing	Little or no upfront costs. May have a longer repayment period than typical home improvement loan, which may be preferable. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing. If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage. You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.
Lease and PPA	Little or no upfront costs. Solar provider is responsible for all monitoring, maintenance, and repairs. Minimum energy production often guaranteed.	Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars. Solar provider could go out of business during the contract period.

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A Closer Look at Purchasing Outright (with cash or loan)



You can purchase a solar system from a solar provider or manufacturer with a traditional loan,solar loan, or cash. In this approach, you own the installed system. Types of loans include:

- **Secured loans:** these require an asset that will serve as collateral for the loan –often that assetis your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit

card.A secured loan is often preferred because it typically has lower interest

rates.

Many solar providers work with lenders that offer solar loans, but you should check with banks and credit unions as well. Compare offers to make sure you are being offered a reasonableinterest rate.

If you install and own a solar system by the end of 2022, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2023 and then 0 percent for systems installed after 2023. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

Unless you purchase a maintenance plan or your system comes with one, you will be responsible for any maintenance and repairs. Make sure you save the equipment warranties, particularly for the inverter, which may need to be replaced sooner than other equipment. If you sell your home, look for real estate agents and appraisers with experience selling homes with solar. You may include the system in the house sale just like any other major home improvement.

Questions to Ask a Lender About the Purchase of a Solar System with a Loan:

What is the total cost of the loan over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

What is my interest rate?
What is my annual percentage rate ("APR")?

Whom do I contact if I have questions about my loan payments?

Will a solar loan make it more difficult for me to sell or refinance my home?
Will I need to buy out my loan? Whom do I contact?

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A Closer Look at PACE (Property Assessed Clean Energy)

PACE is a financing option that is available in some areas of California. In most places, it is sold through PACE solicitors and solicitor agents who are required to be enrolled with a PACEprogram administrator. In a PACE financing arrangement, a PACE program administrator finances the upfront costs of a solar system, which you then pay through an assessment on yourproperty tax bill. With PACE financing, you own the solar system. You should read and reviewthe terms carefully, and if necessary, consult with a tax professional or attorney.

PACE financing lasts for a fixed term, typically around 10-30 years, and it is attached to your house. If you sell your house before you have fully paid the PACE assessment, the buyer may require you to pay off the remaining balance of the assessment, which could be thousands of dollars. Some mortgage lenders will not loan money to buyers to purchase properties with PACEliens unless the full assessment is paid.

Unlike leases and power purchase agreements that require monthly payments, PACE assessmentsare typically due once or twice a year, in larger lump sums, with your property taxes. Given this unique arrangement, it's important to understand how much you will owe and when, so that youcan set aside enough money throughout the year to cover the amount.

If your house is mortgaged and you typically pay your taxes with an escrow or impound account, your mortgage company may increase the amount you pay monthly to cover the anticipated increase to your property tax bill. Discuss how PACE will affect your monthly mortgage paymentbefore you sign an agreement.

Be aware that if you fail to make your PACE payments included with your property taxes or mortgage, your home could be put in foreclosure.

Questions to Ask a PACE Program Administrator About a PACE-Financed System:

What is your PACE program administrator license number?
(Check the license at dfpi.ca.gov/pace-program-administrators)

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

What is the total cost of the financing over the entire course of the contract?

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult withPACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

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A Closer Look at Lease & PPA (Power Purchase Agreement)

With a lease, the solar provider owns the system on your property and "rents" it to you for a setperiod of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property andsells you the electricity it generates. PPAs are similar to leases, except that instead of making
a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solarprovider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based onan "escalation clause" or "escalator." Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front toreduce your monthly payments.

Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

Will my payments increase over time? How much will they increase and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?

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STEP 5:
Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftop solar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

- Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.
- If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousandsof dollars.
- Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity providermay require you to switch to a different rate plan in the future, which could change how much you save.
- Your solar system might perform slightly worse than the estimate assumed. For example, ifyour area is unusually dusty, the system could generate slightly less energy than estimated.



Before you sign a contract, ask yourself:
if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftop solar still make sense to me?

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How Electricity Bill Savings Work

If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually, this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

NEM and Your Electricity Bill

Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

Time-of-Use Rates

PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most customers still owe some money to their electricity provider at the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

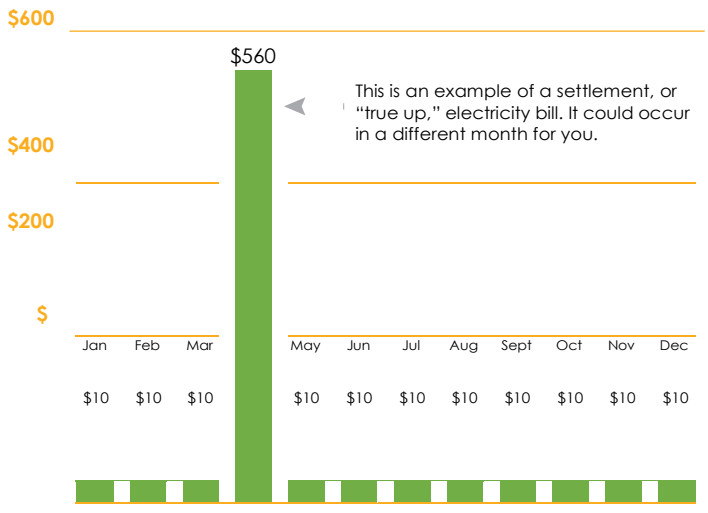
Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be clear with your solar provider if you want the monthly option and double-check with your electricity provider that the correct option was chosen.

Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial interest to install a solar system that produces more energy than you would use over the course of a year.

Currently, PG&E, SCE, and SDG&E customers are guaranteed NEM for 20 years from the time their solar system starts operating. Your electricity rate, however, issubject to change. Go to www.cpuc.ca.gov/electricrates for more details on how electricity rates work.

If you still have questions after reading this section, you can find help at the additional resources on pages 20-21 of this guide.

Example Of A Settlement, Or "True Up" Electricity Bill



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Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates(REC). If you purchase your solar system, you own any RECs created. If you enter a lease or PPA, ask your solar provider who will own the RECs, and check the contract fine print.

Solar system owners may sell the RECs they generate. System owners would need to qualify for the Western Renewable Energy Generation Information System (WREGIS), which issues and tracks RECs. Please visitthe WREGIS FAQ at **wecc.org/WREGIS/** for more information.

Combining Solar with Storage

When you install battery storage with your solar system, you can store excess solar electricity produced by your panels for use in the evening when the sun goes down. The software that comes with battery storage automatically determines whether to store the extra energy or export it to the grid to maximize cost savings. Battery storage can also provide limited back-up power.

The state-funded Self-Generation Incentive Program (SGIP) provides financial incentives to install storage. See **cpuc.ca.gov/sgip** for more details on SGIP.

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STEP 6:
Carefully Read All Paperwork

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The Solar Energy System Disclosure Document

This document from the Contractors State License Board shows you the total costs for the proposed solar energy system as well as estimated electric bill savings using standardized inputs and assumptions. It also has information about your three-day right to cancel a contract. A solarprovider is required to fill out this document. It may be placed as the cover page to the contract.See a blank version at cslb.ca.gov/consumers/solar_smart.

Contract

The solar contract is the legally binding document between you and the solar provider. Make sure to read it carefully.

Make sure everything you were promised is written in the contract. For example, many answers to the questions on pages 10 and 11 of this guide should be referenced in the contract.

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- or 5-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link toa blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13 – 15 of this guide should be referenced in the financing agreement.

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STEP 7:
Review Additional Resources

If you still have questions about any aspect of going solar, find resources in the list below where you can read or watch additional information, or call someone to advise you.

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)

- PG&E solar customer service: 877-743-4112
- PG&E clean energy: pge.com/en_us/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page

Southern California Edison (SCE)

- SCE solar phone number: 866-600-6290
- SCE solar power at home: sce.com/residential/generating-your-own-power/solar-power

San Diego Gas & Electric (SDG&E)

- SDG&E solar phone number: 800-411-SDGE (7343)
- SDG&E get started with solar: sdge.com/residential/solar/getting-started-with-solar

If another electricity provider supplies you with electricity, call them or check their website for details on their solar programs.

Low-Income Solar Programs

- SASH and DAC-SASH program: 866-921-4696 and gridalternatives.org/qualify
- Community Solar Green Tariff program and DAC Green Tariff program: cpuc.ca.gov/solarindacs

If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

Contractors State License Board (CSLB)

- CSLB 24-hour licensing and consumer information: 800-321-CSLB (2752)
- Check a contractor license or home improvement salesperson registration: cslb.ca.gov/onlineservices/checklicenseii/checklicense.aspx
- CSLB solar smart: cslb.ca.gov/consumers/solar_smart
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosuredocument: cslb.ca.gov/consumers/solar_smart

Links with this icon have a resource available in video format.

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Department of Financial Protection and Innovation (DFPI)

- PACE financing information: dfpi.ca.gov/pace
- Financial services: 213-576-7690; pacehelp@dfpi.ca.gov
- PACE program administrator license check: dfpi.ca.gov/pace-program-administrators
- Filing a complaint against a PACE provider: dfpi.ca.gov/file-a-complaint

Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: pge.com/en_us/residential/solar-and-vehicles/green- energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to- read-your-bill.page
- SCE understanding your bill: sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill
- SDG&E understanding your NEM statement: sdge.com/residential/savings-center/solar- power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement
- CPUC NEM overview: cpuc.ca.gov/nem

Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas
- CESA una guía práctica de financiación solar para dueños de casa (en Español): cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa
- CESA/George Washington University rooftop solar financing 101: cesa.org/projects/sustainable-solar/videos

Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: irecusa.org/consumer-protection/consumer-checklist
- CESA/George Washington University Choosing a Solar Installer: cesa.org/projects/sustainable-solar/videos

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STEP 8:
"Before You Sign" Checklist

Make sure you have completed these items before you sign any documents!

Remember, take your time and don't feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.

- DS Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.
- DS Consider making your home more energy efficient before getting solar. This could save you money. See page 5.
- DS Get at least 3 bids for solar at your home. See page 9.
- DS Ask the solar provider for 3 customer references and call or visit them. See page 9.
- DS Check to make sure the solar provider's license, and if applicable, the home improvement salesperson's registration number, is current and valid with the Contractors State License Board. See page 4.
- DS Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.
- DS Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.
- DS If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.
- DS Read the critical information about electricity bill savings estimates on page 16.
- DS Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.
- DS Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.

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STEP 9: Sign This Guide

March 2022

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Have you read at least the first 4 pages of this guide?

The first 4 pages of the California Solar Consumer Protection Guide contain important information on false claims to watch out for and your rights.

The CPUC recommends that solar providers* give out this guide during their first contact with potential customers, so customers may fully understand what a solar purchase involves. If a solar provider gave you this guide along with yourcontract, the CPUC recommends that you take at least 48 hours to read and understand this entire guide before you sign below.

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

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

Customer

Please affirm each of statements below by checking the boxes. If a statement does not apply to you,write "N/A" in that statement's box.

DS ☐ I have not yet entered into a contract for solar with the solar provider signing on page 24.

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

DS ☐ The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, or Tagalog if they spoke to me in one of those languages.

DS ☐ I read and initialed the first 4 pages of California's Solar Consumer Protection Guide. The solar provider gave me the time to read the entire 24-page guide.

DS ☐ I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.

DS ☐ If I was solicited as part of a door-to-door sale, the solar provider offered me the option to sign the Solar Consumer Protection Guide with a handwritten signature by default. I was also given the option to sign with an electronic signature.

DS ☐ If I was solicited as part of a door-to-door sale and did not expressly request an electronic format, a complete copy of the Solar Consumer Protection Guide was provided in paper format.

DS ☐ If I choose to sign the Solar Consumer Protection Guide electronically, I am using an email address that was created and is controlled by me prior to the sale, lease, or power purchase agreement.

By signing, I affirm that I have read and understand the California Solar Consumer Protection Guide. I also affirm that information from my solar contract, interconnection application, CSLB Solar Disclosure Form, and/or financing agreement may be reviewed by state regulators to ensure compliance with California's solar consumer protection laws.

SERGIO BELTRAN /
Customer Printed Name

7/5/2024
Date

DocuSigned by:
3B3512358E9F42E...
Customer Signature

continued on page 24

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STEP 9: Sign This Guide *continued from page 23*

Solar Provider

Please affirm each of statements below by checking the boxes.

DS MG	The customer initialed the first 4 pages of the guide.
DS MG	The customer signed above before entering into a contract for the purchase, lease, power purchase agreement, or PACE financing of a solar system or solar energy with the company named below.
DS MG	The sales presentation to this customer was principally conducted in this language:English

Megan Glasser	7/5/2024
Company Representative Name/Title	Date
DocuSigned by: Megan Glasser F2B03C4DE3024F3...	(888) 373-9379
Company Representative Signature	Company Phone
Better Earth Electric, Inc.	info@devildogenergy.com
Company Name	Company Email
CA#1024460	C10
Company CSLB License Number	Company CSLB License Classification

*A solar provider is defined in California Public Utilities Commissioner Decision (D.) 18-09-044 as a vendor, contractor, installer, or financing entity that enters into a contract for a power purchase agreement, lease, or purchased solar system. Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) require solar providers to upload a signed copy of this page with a signature to their interconnection portals before interconnecting residential customers in single-family homes to the electric grid. This requirement does not apply to new home construction, multifamily buildings, or solar thermal systems.

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SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy/power cost if applicable) is: $104,038.08.

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

If the attached contract was not negotiated at the contractor's place of business, you have a Ten-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Ten-Day Right to Cancel

You, the buyer, have the right to cancel this contract within ten business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the tenth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

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Taking Charge of Your Energy

$0
Upfront Payment

$0.080
Cost Per kWh
(solar rate per kWh)

$211.00
Estimated Monthly Bill Year 1
(solar + storage)

With this agreement EverBright provides you the following

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

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

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

Your System is designed to save you money

8.100 kW	11,341 kWh	9,814 kWh	111.30%
System Size	Estimated Year 1 Production	Estimated Annual Usage	Estimated Offset

Your estimated 1st year of solar production equals:

12,816 pounds of coal burned



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

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Power Purchase Agreement: Part I – Payment Terms & Summary

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

Customer's name & service address:

Property Owner (Customer):
SERGIO BELTRAN

Customer 2 (if any):

Property Address:
2883 HOLLOW GLEN CIR
RIALTO, CA 92376

Owner Contact Information:
Customer:
Phone: 6086328207
Email: Surge.beltran83@gmail.com

Customer 2 (if any):
Phone:
Email:

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Payment Terms:

Total Monthly Payment:*	$211.00
Solar cost per month:	$76.00
Battery cost per month:	$135.00
Annual Percentage Increase: (the "Annual Increase")	3.9%

*Plus applicable taxes and fees, if any.

Frequently Asked Questions

What services will we provide?

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

Can you end the Agreement early?

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

What happens at the end of the Term?

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

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

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

What happens if you want to sell your home?

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

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

The Payment Terms outlined above are only valid if you sign and return the Agreement to us within thirty (30) days of July 05, 2024, which may be extended at our sole discretion.

By signing this Agreement in Section 31, you agree that you:

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

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TERMS OF AUTOMATIC RENEWAL

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

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

THIS AGREEMENT SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE (1) ADDITIONAL ONE (1) YEAR RENEWAL TERM AT A MONTHLY PAYMENT EQUAL TO THE MONTHLY PAYMENT FOR YEAR 25. AT THE END OF THE INITIAL AUTOMATIC RENEWAL TERM AND EACH AUTOMATIC RENEWAL TERM THEREAFTER, THE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) AUTOMATIC RENEWAL TERM AT A MONTHLY PAYMENT EQUAL TO THE MONTHLY PAYMENT FOR THE PRIOR AUTOMATIC RENEWAL TERM ESCALATED AT THE APPLICABLE ANNUAL INCREASE RATE, NOT TO EXCEED TEN (10) AUTOMATIC RENEWAL TERMS OR UNTIL WE RECEIVE WRITTEN NOTICE FROM YOU, WHICHEVER OCCURS FIRST.

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

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

Your Signature(s)

Property Owner's Name (Customer):	Customer 2 (if any):
SERGIO BELTRAN	
Signature: DocuSigned by: 3B3512358E9F42E...	Signature:
Date: 7/5/2024	Date:

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Power Purchase Agreement: Part II – Terms and Conditions

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

1. General

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

By signing this Agreement, you confirm that you are:

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

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

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

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

2. Purchase and Sale of Energy

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

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

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

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

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

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

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

Agreed and accepted by:

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3. Monitoring; Other System Use; Data

(a) Monitoring. During installation or at any time during the Term, we may install, and from time to time repair or replace, monitoring equipment to monitor the energy production, storage, and consumption, including at the interconnection point with the local utility company. We will collect monitoring data remotely or use our personnel to collect such information and will make the data available to you upon request. We may also access data regarding your energy consumption from your utility company or from electric usage data storage sites and you agree to execute any necessary third-party access agreement if requested. You agree to allow our personnel access to your Property to collect such information from the monitoring equipment. You agree not to tamper with, damage or modify the energy monitoring equipment in any way. You will be responsible for any damage or inaccuracies in the energy monitoring equipment that are caused by you or any other person unrelated to EverBright.

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

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

(d) Batteries. The System includes one or more batteries. Each battery will have a storage-enabled inverter/charger capable of providing electricity dependent upon the current state of battery charge. Subject to applicable law, each battery will draw its charge from the photovoltaic system and may provide backup electricity in the event of an electricity outage within the limitations of the System, as determined by us. You will ensure battery settings are set to draw charge from the photovoltaic system. Not all electrical loads are suitable for backup operation. You will be responsible for failure or damage (including to the System) caused due to backing up more loads than we approved; changing settings from initial install conditions; or failure to comply with this Agreement, manufacturer requirements, utility requirements, and applicable law. EACH BATTERY WILL POWER ITS DESIGNATED CIRCUITS ONLY AND NOT YOUR ENTIRE HOME. We do not take responsibility for system failure caused due to excessive loads.

You may be able to obtain backup power from the battery in the event of a power outage. We will establish a reasonable reserve level for your battery (at a minimum, twenty percent (20%) of the total capacity of the battery) intended to provide a certain amount of power available in the event of an outage.

WE CANNOT, AND PROVIDE NO, GUARANTEE OR WARRANTY THAT ALL OR ANY PORTION OF YOUR ELECTRIC LOAD WILL BE SUPPORTED BY THE BATTERY DURING AN ELECTRICITY OUTAGE. YOU AGREE THAT WE WILL NOT BE LIABLE IN THE EVENT THE BATTERY FAILS TO PROVIDE BACKUP ELECTRICITY, AND WE DISCLAIM ANY SUCH LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE.

DO NOT DEPEND ON BATTERY BACKUP ELECTRICITY FOR LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT ELECTRICITY NEEDS DURING AN ELECTRICITY OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Please notify us at 877-425-5201 or by email at support@myeverbright.com in the event your battery does not provide backup electricity during an electricity outage.

Under normal conditions of use, the battery should pose no danger to you. However, if mishandled (including failure to comply with this Agreement, manufacturer requirements, utility requirements, and applicable law), the battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers.

For the duration of the Term, you agree that you will not connect any other power generation or energy storage resource (including any backup systems) to the home's electrical panel, including any such resource using diesel, natural gas, gasoline, propane, or liquefied petroleum gas. Your local utility may have additional requirements regarding installation and operation of the battery.

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4. Performance Guarantee

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

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

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

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

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

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

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5. EverBright's Additional Obligations

We agree to:

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

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

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

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

6. Your Additional Obligations

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

(i) maintain and make available, at your cost, a functioning indoor internet connection with one available wire Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) at all times during the Term;
(ii) maintain in good condition and repair the roof of your home and any structural elements or utility interconnections necessary to support the operation of the System;
(iii) not move, tamper with, or disturb the System, or permit anyone else to do so, unless previously authorized by EverBright in writing;
(iv) not modify, permit, or allow structures on your Property in a way that shades, blocks, or restricts the System's access to direct sunlight;
(v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the System was installed;
(vi) be responsible for any conditions at your Property that affect the installation or maintenance of the System (e.g., blocking access to the roof, or removing a tree or other natural or man-made object(s) that block access to the roof and/or to sunlight) at your sole cost and expense;
(vii) prevent damages to the System from foreign objects such as golf balls, frisbees, rocks;
(viii) permit EverBright, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
(ix) use the Energy the System generates primarily for personal, family, or household purposes, but not to heat a swimming pool (if you have a swimming pool, the load relating to the swimming pool may be excluded for purposes of sizing the System);
(x) not remove any markings or identification tags on the System;
(xi) not do anything that would, or permit or allow to exist any condition or circumstance that would, cause the System not to operate as intended at the Property or otherwise violate any manufacturer's warranties; and
(xii) pay for any reasonable removal, storage, and reinstallation costs in the event the System needs to be removed in order for you to repair or replace the roof on your home; you agree to notify EverBright of the same so that arrangements can be made for such removal, storage, and reinstallation.

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

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

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

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

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

(e) No Alterations. You agree that you will not make any modifications, improvements, revisions, or additions to the System or take any other action that could void any manufacturer warranties on the System without EverBright's prior written consent. If you make any modifications, improvements, revisions, or additions to the System after receiving such prior written consent, they will become part of the System and shall be EverBright's property.

(f) Access to the System.

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

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

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

(h) Monthly Payments. You agree that the obligation to pay all Monthly Payments and all other amounts due under this Agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever, it being the express intent of the parties that all amounts payable by you hereunder shall be and continue to be payable in all events, including by your heirs and estate, and, except as set forth below in Section 10 and in the

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accompanying Notice of Cancellation, you hereby waive all rights you may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

(i) Notices. You agree to:

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

See Section 22 for information about sending notices to EverBright.

7. Options When Selling Your Property

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

(i) **Transfer this Agreement and the Monthly Payments**. If (A) the person(s) buying your Property meets EverBright's then-applicable credit requirements or (B) either you or the buyer pays us a $250 credit check exemption fee, then the buyer may sign a transfer agreement assuming all of your rights and obligations under this Agreement, including the obligation to pay Monthly Payments. You will also be responsible for any related administrative charges we incur as a result of the transfer, such as filing, amending, or terminating any UCC or fixture filings.
(ii) **Purchase the System Outright**. Pursuant to Section 8 below.
(iii) **Prepay the remaining Monthly Payments and Transfer only the Use of the System.** If you prepay the remaining Monthly Payments, the person(s) buying your Property will not have to meet any credit requirements and will only need to sign a transfer agreement to assume your rights and obligations (other than the obligation to make Monthly Payments through the Term) under this Agreement. The System stays at your Property; the buyer does not have to make any Monthly Payments through the Term (not including any Automatic Renewal Terms) but otherwise will be required to comply with the remainder of this Agreement and EverBright's obligations under this Agreement will continue through the remainder of the Term and as described in Section 10.

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

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

8. Options to Purchase the System

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

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

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

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

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

9. Option to Prepay Agreement

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

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

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

10. Options at the End of the Term

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

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

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

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

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

11. Termination Rights Prior to Installation of the System

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

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

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

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

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

12. Assignment

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

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

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

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

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

14. Loss or Damage; Insurance

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

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

15. Force Majeure; Casualty

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

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

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16. Limitation of Liability

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

17. Default

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

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

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

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

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

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

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

18. Additional Action After Default

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

(a) terminate this Agreement;

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

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

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

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

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

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

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

19. Warranties

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

(i) **Roof Penetration Warranty.** We warrant that roof penetrations made by the System and impacting the Property's roof will be weather-tight for a period of ten (10) years after installation.
(ii) **Damage Warranty.** We will either repair or reimburse you for damage we cause during installation to the Property, your belongings, or your property, as limited by Section 19(b).

(b) Warranty Exceptions and Exclusions.

(i) The Warranty shall be void and voidable if work is performed by you or your contractors.
(ii) The Warranty does not cover any (A) leaks that occur in areas of the Property's roof not impacted by the System or the associated roof penetrations, (B) pre-existing and/or underlying failures of the Home's roof or (C) foreign objects acting on the Home's roof (hail, golf balls, etc.).
(iii) The Warranty does not apply to the following: (A) work performed or materials used by anyone other than the Installer; (B) any materials that were modified, repaired or attempted to be repaired by anyone other than us, our agents, our representatives, our designees or the Installer without our prior written approval; (C) any damage resulting from your breach of the Agreement; (D) any damage not caused by us, the Installer or a System defect; (E) any damage resulting from ordinary wear and tear; (F) any damage resulting from mold, fungus and other organic pathogens; (G) shrinking/cracking of grout and caulking; (H) fading of paints and finishes exposed to sunlight; (I) any damage caused by ball strikes; and (J) any damage caused by your failure to comply with your obligations under this Agreement.

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

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

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

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20. Governing Law

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

21. Dispute Resolution; Arbitration; Class Action Waiver

Informal Dispute Resolution. The parties agree to first try to resolve informally and in good faith any dispute. Accordingly, you agree to send a written notice of the dispute to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us. We (including our agents, representatives, and designees) will send a written notice of dispute to your address listed on page 3 of the Agreement. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If you claim deficiencies in the System's installation or performance, you must allow us to visually inspect the System and obtain or download pertinent performance data from the System.

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

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

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

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

Agreed and accepted by:

DS

_____ **(Initials)**

_____ **(Initials)**

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

Agreed and accepted by:

DS

_____ **(Initials)**

_____ **(Initials)**

22. Notices

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

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

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

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23. Privacy/Publicity

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

Agreed and accepted by:

_____ **(Initials)**

_____ **(Initials)**

24. Waiver

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

25. Accuracy of Information/Credit Reports

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

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

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

26. Personal Information and Privacy Policy

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

27. Monitoring and Recording Telephone Call

EverBright and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You agree that we may call you and send pre-recorded and text messages to you at the phone number you provided regarding this Agreement and the installation, maintenance and administration of your System, including by the use of an automated telephone dialing system, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

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28. Calling Agreement

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

Agreed and accepted by:

DS

_____ **(Initials)**

_____ **(Initials)**

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

This Agreement contains the parties' entire agreement regarding the sale and purchase of Energy generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and (except to the extent specifically provided to the contrary in this Agreement) signed by both parties.

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

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

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

REST OF PAGE INTENTIONALLY LEFT BLANK

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30. Right to Cancel

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

31. Signatures

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

Your Signature(s)

Property Owner's Name (Customer):
SERGIO BELTRAN

Customer 2 (if any):

Signature: DocuSigned by: 3B3512358E9F42E...

Signature:

Date: 7/5/2024

Date:

EverBright, LLC

Date:
July 05, 2024

Title:
President, EverBright, LLC

Signature:

Print Name:
Jill Dvareckas

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EXHIBIT A TO POWER PURCHASE AGREEMENT (Copy 1)

NOTICE OF CANCELLATION

July 05, 2024

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright, 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of July 19, 2024.

I hereby cancel this transaction.

_____

Date

_____

Applicant's Signature

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EXHIBIT A TO POWER PURCHASE AGREEMENT (Copy 2)

NOTICE OF CANCELLATION

July 05, 2024

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

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

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

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright, 700 Universe Boulevard, Juno Beach, FL 33408, not later than midnight of July 19, 2024.

I hereby cancel this transaction.

_____

Date

_____

Applicant's Signature

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EXHIBIT B TO POWER PURCHASE AGREEMENT

SCHEDULE OF VALUES

Year	Monthly Payment (including Annual Increase)
1	$211.00
2	$219.23
3	$227.78
4	$236.66
5	$245.89
6	$255.48
7	$265.45
8	$275.80
9	$286.55
10	$297.73
11	$309.34
12	$321.41
13	$333.94
14	$346.96
15	$360.50
16	$374.56
17	$389.16
18	$404.34
19	$420.11
20	$436.49
21	$453.52
22	$471.20
23	$489.58
24	$508.67
25	$528.51

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EXHIBIT B TO POWER PURCHASE AGREEMENT

SCHEDULE OF VALUES - continued

Year	System Prepayment Price [1]	System Buyout Price [2]
1	$53,922.94	N/A
2	$53,998.46	N/A
3	$53,973.20	N/A
4	$53,837.95	N/A
5	$53,582.82	N/A
6	$53,197.25	$53,197.25
7	$52,669.94	$52,669.94
8	$51,988.96	$51,988.96
9	$51,141.56	$51,141.56
10	$50,113.98	$50,113.98
11	$48,891.72	$48,891.72
12	$47,459.20	$47,459.20
13	$45,800.02	$45,800.02
14	$43,896.59	$43,896.59
15	$41,730.07	$41,730.07
16	$39,280.61	$39,280.61
17	$36,527.12	$36,527.12
18	$33,446.98	$33,446.98
19	$30,016.23	$30,016.23
20	$26,209.46	$26,209.46
21	$21,999.51	$21,999.51
22	$17,357.76	$17,357.76
23	$12,253.57	$12,253.57
24	$6,654.59	$6,654.59
25	$526.32	$526.32

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

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

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EXHIBIT C TO POWER PURCHASE AGREEMENT

GUARANTEED OUTPUT

End of Year	Credit per kWh if Guaranteed Output is not met [3]	Guaranteed Output (in kWh)
2	$0.082	19,232
4	$0.090	19,040
6	$0.098	18,850
8	$0.107	18,662
10	$0.116	18,476
12	$0.127	18,292
14	$0.138	18,109
16	$0.151	17,929
18	$0.164	17,750
20	$0.179	17,573
22	$0.195	17,398
24	$0.213	17,224

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

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EXHIBIT D TO POWER PURCHASE AGREEMENT

Payment Method Election Form

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

Option 1: Automatic Electronic Recurring Payments

__x__ By checking this box, you acknowledge that:

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

Chase _____ to be used for the automatic electronic payments.

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

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

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

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EXHIBIT D TO POWER PURCHASE AGREEMENT

Payment Method Election Form - Continued

Option 2: Check by Mail

_____ By checking this box, you acknowledge that:

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

   EverBright
   PO Box 845073
   Dallas, TX 75284-5073

Fees:

1. **Returned Check Fee:** $25 (or such lower amount as required by law) for any check or other payment that is returned or refused by your bank.

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

DocuSigned by:
3B3512358E9F42E...

First Authorized Account Holder Signature

Second Authorized Account Holder Signature

SERGIO BELTRAN

Printed Name

Printed Name

7/5/2024

Date

Date

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EXHIBIT E TO POWER PURCHASE AGREEMENT

DATA USAGE AND DISCLOSURE

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

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

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

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

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

COPY VIEW

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

Agreed and accepted by:

DocuSigned by:

_____ **(Initials)**

_____ **(Initials)**

Date of Issuance: July 05, 2024

SOLAR INSTALLATION AGREEMENT

Installer: Better Earth Electric, Inc. is a licensed C10 in the State of California whose License Number is CA#1024460.

This INSTALLATION AGREEMENT is entered into by and between:

Property Owner and/or Customer 1: SERGIO BELTRAN

Customer 2:

("You," "Your" or "Customer") and

Installer: Better Earth Electric, Inc. ("Installer," or "Contractor") as of July 05, 2024 (the "Installation Agreement").

The Notice of Cancellation (Exhibit A to the Installation Agreement) may be sent to the Installer at the following address:

Installer: Better Earth Electric, Inc.
Address:
16720 Marquardt Ave
Cerritos, CA 90703

Salesperson: Jessica Ramos
Salesperson HIS number: 137758 sp

1. Installation

(a) Location of Installation. You and Installer acknowledge and agree that the solar panel system and battery storage system (the "System"), to be installed on Your property located at:

2883 HOLLOW GLEN CIR
RIALTO, CA 92376

(the "Property"), will be designed, procured, installed, tested and interconnected by Installer (the "Installation").

(b) Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed. The following will be installed in connection with this Installation Agreement: A solar energy generation system and battery storage system, which includes solar panels, mounting systems, inverters, energy monitoring systems, batteries and any other equipment described in Exhibit C.

(c) Approximate Start Date. Installation will begin on approximately:
September 28, 2024.

(d) Approximate Completion Date. Installation will be completed on approximately:
October 03, 2024.

2. Your Financial Obligations

(a) Contract Price. The contract price for the goods and/or services purchased in connection with this Installation Agreement is $0.00.

(b) Finance Charge and Additional Details. For additional details related to Your financial obligations in connection with this Installation Agreement, including monthly payments, and Finance Charge (if applicable), please see Your power purchase agreement.

3. Your Obligations

You agree to:

(i) grant Installer and its contractors and agents reasonable access to Your Property and cooperate with Installer for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to Your electric system;
(ii) if requested, allow Installer to access the Property to inspect the buildings, including the roofs, prior to the Installation of the System to ensure that the Property can accommodate the System;
(iii) cooperate with Installer and assist in obtaining any permits needed, including any documentation related to net metering;
(iv) obtain any consent of a third party required for the Installation, such as a homeowner's association. Installer will provide reasonable assistance to assist You in obtaining any required third-party consent;
(v) allow Installer to connect the System to Your local electric utility grid and provide all necessary authorizations for such interconnection;
(vi) provide Installer with power and water for use during the Installation, if required in connection with the completion of the Installation; and
(vii) make reasonable efforts to provide a safe and secure work environment for Installer at the Property throughout the Installation.

4. Installer's Obligations

(a) Design. Installer will provide You with a preliminary System design then will schedule a time to visit the Property to confirm that the preliminary design will fit on Your Property's roof and finalize the design (the "Site Survey"). The design of the System is dependent on the physical specifications of the Property's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of the System on Your roof.

The final design of the System will be presented to You prior to the Installation. Installer will use commercially reasonable efforts to accommodate requests for changes. Installer may begin the Installation once it has received Your written or verbal approval. You and Installer acknowledge and agree that Installer's preparation of the design pursuant to this Section 4, or elsewhere in this Agreement, is ancillary to the Installation of the System and does not constitute a professional engineering service.

If during or after the Site Survey, Installer discovers any concealed or hidden conditions or issues with the Property that may delay or prevent completion of the System once Installer starts the Installation, Installer will explain the issue to You, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that You undertake site preparation prior to the Installation.

(b) Installation, Insurance and Liability.

Installer agrees to:

(i) schedule the Installation of the System at a mutually convenient date and time;
(ii) construct the System according to written plans You review;

(iii) give You reasonable notice when Installer or its contractors need to access the System and/or Your Property;
(iv) keep Your Property reasonably free from waste materials or rubbish caused by Installer or its contractors' activities during the Installation process;
(v) remove all of Installer's or its contractor's tools, construction / Installation equipment, machinery, waste materials and rubbish from and around Your Property prior to utility approval of the System;
(vi) guarantee that any roof penetrations made for the System shall be completely weather-tight for a period of ten (10) years;
(vii) return Your Property to a condition similar to its original condition at the completion of Installation, excluding normal wear and tear (subject to Excluded Services performed pursuant to Section 6 below);
(viii) carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of a contractor's insurance coverage;
(ix) be solely responsible for damage caused to Your Property, property of third parties, or bodily injury arising from the Installation caused by Installer or its agents; and
(x) comply with any applicable licensing and permitting requirements under the applicable federal, state and local laws (subject to the terms set forth in Section 5 and Section 6 below).

(c) Conditions to Installation. Installer's obligation to install the System is conditioned on the completion of a thorough physical inspection of Your Property and other due diligence to confirm the suitability of Your Property for the construction, Installation and operation of the System.

(d) Solar Provider.

(i) Installer is not in the business of owning solar panel systems after Installation. Because of Your agreement to purchase power pursuant to a separate power purchase agreement from a company unaffiliated with Installer ("Solar Provider"), Solar Provider has agreed, at Your request, to purchase the System from Installer following Installation.
(ii) If the System is not installed to Solar Provider's satisfaction within one hundred and twenty (120) calendar days (except for certain force majeure exceptions determined by Solar Provider) after the later of (1) Solar Provider's execution of its power purchase agreement with You, and (2) receipt of Your approval of the final design of the System, the System will not be purchased by Solar Provider, and Installer shall be solely responsible for either (i) finding a different purchaser for the System or (ii) ensuring that the System or any part thereof is removed from Your Property and that Your Property is returned to its original condition excluding normal wear and tear (subject to Excluded Services performed pursuant to Section 5 below) (and You agree to grant Installer reasonable access to Your Property to remove the System in this circumstance).

5. Services Not Included in the Installation (Excluded Services)

This Installation Agreement does not include an obligation by Installer to:

(i) remove or dispose of any hazardous substances that currently exist on Your Property;
(ii) improve the construction of the roof of Your Property to support the System;
(iii) remove or replace existing rot, rust or insect-infested structures;
(iv) provide structural framing for any part of Your Property;
(v) pay for or correct construction errors, omissions or deficiencies by You or Your contractors;
(vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;
(vii) upgrade Your existing electrical service;
(viii) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System Installation;
(ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;

(x) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required);
(xi) paint electrical boxes or conduit at Your Property;
(xii) provide any professional engineering services;
(xiii) obtain or pay for homeowner's association review, permitting or fees; or
(xiv) move items unassociated with the System around Your Property.

6. Performance of Excluded Services

If an obligation listed as an exclusion in Section 5 (an "Excluded Service") must be performed in order to properly complete the Installation of the System:

(a) Proposal. Installer will promptly notify You of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to You for Installer to perform such Excluded Services.

(b) Your Obligation. You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor who has been approved by Installer, which approval shall not be unreasonably withheld, in accordance with Installer's Installation schedule.

(c) No Extension. The completion of Excluded Services will not extend the one hundred and twenty (120) day Installation deadline referenced in Section 4(d)(ii).

7. Conflicts

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

8. Applicable Law; Arbitration

(a) Governing Law. The laws of the state where Your Property is located shall govern this Installation Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate, unless specifically prohibited by state law.

(b) Informal Dispute Resolution. The parties agree to first try to resolve informally and in good faith any dispute. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If You claim deficiencies in the System's Installation or performance, You must allow us to visually inspect the System and obtain or download pertinent performance data from the System.

(c) Arbitration of Disputes. Unless You are a member of the Armed Forces or a dependent of such a member, if the parties cannot resolve any such dispute informally and if either party so requests, the other party agrees to arbitrate all related disputes, claims, and counterclaims arising out of or relating to this Agreement, the relationships described hereunder, the Installation, or any alleged or claimed oral or other agreement related to the System. This agreement to arbitrate extends to all claims of any nature, including, but not limited to, claims for breach of contract, tort claims, claims at law or in equity, or claims arising under statute. However, any party can bring an individual claim in small claims court. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the dispute within thirty (30) days after the Notice of Intent to Arbitrate is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Installer will promptly reimburse You any

arbitration filing fee and, except as provided in the next sentence, Installer will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by You or the relief sought by You is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then Installer will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to You that is equal to or greater than the value of what You requested in the arbitration, Installer will reimburse You for Your reasonable attorneys' fees and expenses incurred for the arbitration.

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

Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Installation Agreement or to make any award that would extend to any transaction other than Your own.

THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR INSTALLER WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION 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 THE '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..

Agreed and accepted by:

DS

_____ **(Initials)**

_____ **(Initials)**

9. Miscellaneous Provisions

(a) Property Ownership. You represent and warrant that You are the owner of the Property.

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

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

(d) Full and Unconditional Lien Release in the Event of Payment. Upon satisfactory payment being made for any portion of the work performed, Installer, prior to any further payment being made, will furnish a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to the California Civil Code for that portion of the work for which payment has been made.

10. Term and Termination

This Installation Agreement shall continue in full force and effect until terminated by Installer with or without cause, effective upon written notice to You. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Installer's indemnity, removal and clean-up obligations, and Installer's liability for damages as set forth in Section 4(b)(ix) of this Installation Agreement. If You or the Solar Provider terminates the power purchase agreement prior to the Installation, this Installation Agreement will also terminate.

11. Extra Work and Change Orders

Extra Work and Change Orders (the "Orders") become part of the Agreement once the Order is prepared in writing and signed by the parties prior to the commencement of work covered by the Order. The Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the Order will have on the schedule of progress payments.

You may not require Installer to perform the Order work without providing written authorization prior to the commencement of work covered by the Order. Installer may not enforce an Order against You unless the Order also identifies all of the following in writing prior to the commencement of work covered by the Order: (i) The scope of work encompassed by the Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the Order will have the schedule of progress payments. Installer's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

SEE EXHIBIT B, THE ATTACHED FORM OF CHANGE ORDER.

12. Commercial General Liability Insurance (CGL)

☐ This Contractor does not carry commercial general liability insurance.

☒ This Contractor carries commercial general liability insurance written by Colony Insurance Company.You may call Colony Insurance Company at 7703928581 to check the Contractor's insurance coverage.

☐ This Contractor is self-insured.

☐ This Contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call (the insurance company or trust company or bank) at 7703928581 to check on the Contractor's insurance coverage or security.

13. Workers' Compensation Insurance

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

☒ This Contractor carries workers' compensation insurance for all employees.

14. Notices

(a) MECHANICS LIEN WARNING.

Anyone who helps improve Your property, but who is not paid, may record what is called a mechanics lien on Your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against Your property and recorded with the county recorder. Even if You pay Your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve Your property may record mechanics liens and sue You in court to foreclose the lien. If a court finds the lien is valid, You could be forced to pay twice or have a court officer sell Your home to pay the lien. Liens can also affect Your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide You with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let You know that the person who sends You the notice has the right to record a lien on Your property if they are not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if You pay Your contractor before You have received the Preliminary Notices.

You will not get Preliminary Notices from Your prime contractor or from laborers who work on Your project.

The law assumes that You already know they are improving Your property.

PROTECT YOURSELF FROM LIENS. You can protect Yourself from liens by getting a list from Your contractor of all the subcontractors and material suppliers that work on Your project. Find out from Your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices You receive.

PAY WITH JOINT CHECKS. One way to protect Yourself is to pay with a joint check. When Your contractor tells You it is time to pay for the work of a subcontractor or supplier who has provided You with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

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

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

(b) CONTRACTORS STATE LICENSE BOARD.

Information about the Contractors State License Board ("CSLB"): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor You are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If You file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If You use an unlicensed contractor, CSLB

may not be able to help You resolve Your complaint. Your only remedy may be in civil court, and You may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:
Visit CSLB's internet website at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

(c) CONTRACT COPIES NOTICE.

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.

(d) PERFORMANCE AND PAYMENT BOND NOTICE.
You have the right to require the Installer to have a performance and payment bond.

(e) NOTICE OF RIGHT TO CANCEL.

Ten-Day Right to Cancel

You, the buyer, have the right to cancel this contract within ten business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the tenth business day after You received a signed and dated copy of the contract that includes this notice. Include Your name, Your address, and the date You received the signed copy of the contract and this notice.

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 it, any 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.

SEE EXHIBIT A, THE ATTACHED NOTICE OF CANCELLATION FORM.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

By signing this Installation Agreement, Customer acknowledges that:

1. Customer has read and agrees to the provisions in this Installation Agreement; and
2. Customer has received notice of their right to cancel.

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

CUSTOMER SIGNATURE:
SERGIO BELTRAN

Signature: DocuSigned by: 3B3512358E9F42E...

Date: 7/5/2024

CUSTOMER 2 SIGNATURE (IF ANY):

Signature: _____

Date: _____

INSTALLER: Better Earth Electric, Inc.

Signature: DocuSigned by: Shaun Sharabi 0EEE10022B62439...

Name: Shaun Sharabi

DocuSign Envelope ID: 993063F1-682F-4417-A2DC-4A9779ACFF59

EXHIBIT A TO SOLAR INSTALLATION AGREEMENT (Copy 1)

NOTICE OF CANCELLATION

July 05, 2024

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

If You cancel, any property traded in, any payments made by You under the contract or sale, and any negotiable instrument executed by You will be returned within 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 Better Earth Electric, Inc. at 16720 Marquardt Ave, Cerritos, CA 90703 not later than midnight of July 19, 2024.

I hereby cancel this transaction.

_____
Date

_____
Customer Signature

_____
Customer 2 Signature, if applicable

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EXHIBIT A TO SOLAR INSTALLATION AGREEMENT (Copy 2)

NOTICE OF CANCELLATION

July 05, 2024

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

If You cancel, any property traded in, any payments made by You under the contract or sale, and any negotiable instrument executed by You will be returned within 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 Better Earth Electric, Inc. at 16720 Marquardt Ave, Cerritos, CA 90703 not later than midnight of July 19, 2024.

I hereby cancel this transaction.

_____
Date

_____
Customer Signature

_____
Customer 2 Signature, if applicable

DocuSign Envelope ID: 993063F1-682F-4417-A2DC-4A9779ACFF59

EXHIBIT B TO SOLAR INSTALLATION AGREEMENT

FORM OF CHANGE ORDER

This Change Order (the "**Change Order**") number 8330b18c-01, dated this July 05, 2024, is by and between Better Earth Electric, Inc. ("**Installer**") and SERGIO BELTRAN, ("**Customer**") and is subject to the terms of that certain Solar Installation Agreement, dated as of July 05, 2024, between Installer and Customer. The entire Solar Installation Agreement is hereby incorporated by reference into this Change Order, *mutatis mutandis*. Any assignee of Installer shall be a third-party beneficiary of this Change Order and the Solar Installation Agreement.

CUSTOMER SIGNATURE:
SERGIO BELTRAN

Signature: _____

Date: _____

CUSTOMER 2 SIGNATURE (IF ANY):

Signature: _____

Date: _____

INSTALLER: Better Earth Electric, Inc.

Signature: _____

Name: Shaun Sharabi

DocuSign Envelope ID: 993063F1-682F-4417-A2DC-4A9779ACFF59

EXHIBIT C TO SOLAR INSTALLATION AGREEMENT

DESCRIPTION AND CATALOG OF SYSTEM AND SYSTEM COMPONENTS		
Make and model of the solar panels and inverters, and energy storage if applicable: 20 x Enphase Energy IQ8PLUS-72-M-US 20 x Hanwha Q CELLS Q.PEAK DUO BLK ML-G10+ 405 1 FranklinWH Technologies aPower	System size: 8.100kW	Estimated first-year energy production: 11,341.32 kWh

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Digital Welcome Checklist
EverFixed PPA

How to Complete Your Digital Welcome Checklist:

1. After your EverBright agreement is signed, you will receive an email from **support@myeverbright.com** inviting you to register for MyEverBright. Click the "**Register Now**" button in the email to create your account.
2. Once inside MyEverBright, you will see a digital version of the questions below. Please familiarize yourself with these questions and ask your installer for clarification before completing the digital checklist.
3. Complete the checklist by selecting "Yes" or "No" for each statement. You will be notified right away if your submission is successful or not.

If you have any issues completing the Digital Welcome Checklist, please contact our Support team at (833) 830-0475 to answer the questions over the phone.

Questions	Answer Type
This call is being recorded for quality assurance purposes. May I continue with the call?	Yes or No
Am I speaking with SERGIO BELTRAN?	Yes or No
Please confirm the address where the solar system will be installed is 2883 HOLLOW GLEN CIR, RIALTO, CA 92376?	Yes or No
Is your phone number (608) 632-8207 and your email address Surge.beltran83@gmail.com?	Yes or No
The Contract ID number on your agreement is 8330b18c. Is that correct?	Yes or No
Have you received and reviewed your EverFixed Agreement and Right to Cancel?	Yes or No
The term of your agreement is 25 years. Is that correct?	Yes or No
Do you understand that your estimated monthly payment of $211.00 is fixed based on your estimated annual production of energy?	Yes or No
Do you understand that if system design changes are needed before the installation of your system, your estimated production may differ from what was shown in your proposal, and if the changes affect your payment amount, you will need to sign a change order?	Yes or No
The annual percentage increase for your price per kilowatt hour is 3.90%. Is that correct?	Yes or No
Do you understand that any projections regarding savings and future electricity prices are estimates?	Yes or No
Do you understand that you will have utility charges and may still have to purchase additional electricity from the utility?	Yes or No
Do you understand you will be responsible for the cost of repairs for any damage caused by foreign objects such as golf balls, frisbees, or rocks?	Yes or No
Do you understand your options if you want to sell your home during the term of the agreement? 1. Seller assigns the agreement to the buyer and the buyer agrees to assume the obligations of the agreement if: • Buyer passes the credit criteria. • Seller or buyer pays a $250 credit check exemption fee. 2. Purchase the system outright from EverBright. 3. Prepay the remaining monthly payments and transfer only the use of the system.	Yes or No

DocuSign

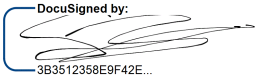
Certificate Of Completion

Envelope Id: 993063F1682F4417A2DC4A9779ACFF59
Status: Completed
Subject: EverBright EverFixed Plus Direct Pay - Customer Agreement for SERGIO BELTRAN...
Source Envelope:
Document Pages: 68
Signatures: 7
Envelope Originator:
Certificate Pages: 5
Initials: 35
EverBright Financing
AutoNav: Enabled
Admin@goeverbright.com
EnvelopeId Stamping: Enabled
IP Address: 34.193.243.170
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
7/5/2024 3:04:37 PM
Holder: EverBright Financing
Admin@goeverbright.com
Location: DocuSign

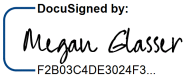
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7/5/2024 3:49:01 PM
Holder: EverBright Financing
Admin@goeverbright.com
Location: DocuSign

Signer Events	Signature	Timestamp
Sergio Beltran Surge.beltran83@gmail.com Security Level: Email, Account Authentication (None), Authentication	DocuSigned by:  3B3512358E9F42E... Signature Adoption: Drawn on Device Using IP Address: 76.178.121.176	Sent: 7/5/2024 3:04:42 PM Viewed: 7/5/2024 3:19:37 PM Signed: 7/5/2024 3:43:18 PM

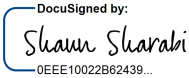
Authentication Details
ID Check:
Transaction: 31030592916215
Result: passed
Vendor ID: LexisNexis
Type: iAuth
Recipient Name Provided by: Recipient
Information Provided for ID Check: Address, SSN9, SSN4, DOB
Performed: 7/5/2024 3:19:04 PM

Question Details:
passed vehicle.historical.association.real
failed county.lived.single.real
failed property.street.in.city.real
passed property.association.single.real
passed person.state.real
passed corporate.association.fake

Electronic Record and Signature Disclosure:
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ID: b956df6d-6073-409e-b9d7-3d8e938fc141

Megan Glasser info@devildogenergy.com COO DEvil Dog Energy Security Level: Email, Account Authentication (None)	DocuSigned by:  F2B03C4DE3024F3... Signature Adoption: Pre-selected Style Using IP Address: 47.155.22.117 Signed using mobile	Sent: 7/5/2024 3:43:22 PM Viewed: 7/5/2024 3:45:44 PM Signed: 7/5/2024 3:46:16 PM

Electronic Record and Signature Disclosure:
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Shaun Sharabi projectreview@betterearth.solar Security Level: Email, Account Authentication (None)	DocuSigned by:  0EEE10022B62439... Signature Adoption: Pre-selected Style Using IP Address: 73.234.123.229	Sent: 7/5/2024 3:46:20 PM Viewed: 7/5/2024 3:48:33 PM Signed: 7/5/2024 3:48:56 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/5/2024 3:04:42 PM
Certified Delivered	Security Checked	7/5/2024 3:48:33 PM
Signing Complete	Security Checked	7/5/2024 3:48:56 PM
Completed	Security Checked	7/5/2024 3:48:56 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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To advise EverBright, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at support@myeverbright.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to support@myeverbright.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to support@myeverbright.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify EverBright, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by EverBright, LLC during the course of your relationship with EverBright, LLC.