

A Better Energy Service at a Better Price

Electricity rates have been rising year after year.¹ Take control of your energy costs by going solar with Sunnova and lock in one low rate.

THE SUNNOVA HOME SOLAR SERVICE ADVANTAGE



Create your own power

Gain energy independence by producing your own clean, renewable solar energy to power your home - right from your rooftop.



25-year system coverage

Gain peace of mind knowing your home solar system is covered by our Sunnova Protect™ plan.



Home solar built just for you

Your local solar expert will conduct an extensive review of your home and build a customized, efficient solar energy system tailored to your needs.



Increase your home value

According to Zillow, homes sold with solar systems from 2018 to 2019 sold for 4.1% more on average than comparable homes without solar energy systems.²

¹ EIA's state-by-state CAGR Analysis shows an increase in residential electricity rates across all US States since 1990. To see the CAGR Analysis for your state, go to EIA Sales and Revenue (1990-Current) - <https://www.eia.gov/electricity/data/eia861m/>

² Source: <https://www.zillow.com/research/solar-panels-house-sell-more-23798/>

Solar Proposal for:

DANIEL FITCH
3452 SLOAT RUN
CHICO, CA 95973

Prepared by:

Infinity Energy Inc.
Zach Whiteis

sunnovaTM
www.sunnova.com/home-solar



SUNNOVA HOME SOLAR SERVICE - HOW IT WORKS

Your home solar system will automatically manage the energy flow between your solar system, home and the electric grid.



DAYTIME

Solar energy powers your home while excess energy is sent to the grid.¹



NIGHTTIME

Your home will be powered by the grid.

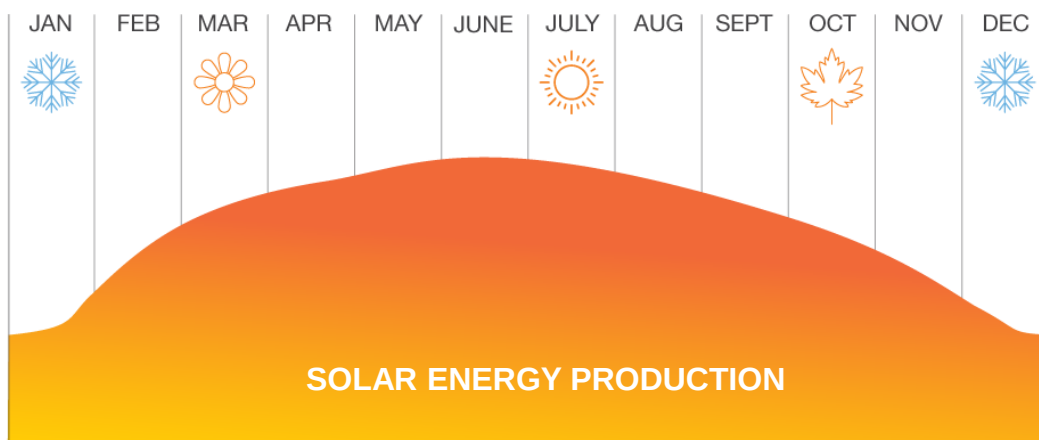


NET METERING

When your system produces more energy than what your home uses, your utility company may provide you a credit for excess energy sent to the grid.²

SEASONALITY AND WEATHER FACTORS

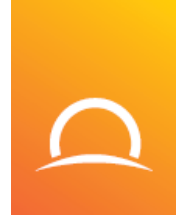
During summer months, your system may typically have a higher production because the days are longer. In contrast, during the winter months or on cloudy days, you may typically experience a lower performance from your solar system. Factors such as the weather, the time of day, and seasonal changes may affect solar energy production.



For illustration purposes only. Solar energy production may vary based on region and other factors.

¹ Your home remains connected to the utility's electric grid and this will provide electricity when your solar system does not produce enough to meet your needs such as at night or on cloudy days. In the event of a utility power outage, your solar system won't work.

² Sunnova makes no guarantees regarding credit for net energy exported to the electric grid and states' policies regarding net metering may change over time. **Connecticut Customers Only:** net metering credits will continue until December 31, 2041, for electricity generated by residential solar photovoltaic systems installed before December 31, 2021. For residential solar photovoltaic systems installed in Connecticut on or after January 1, 2022, electricity generated by such systems will be purchased by electric distribution companies at a \$/kWh rate set by the Connecticut Public Utility Regulatory Authority. After December 31, 2041, electricity generated by all residential solar photovoltaic systems in Connecticut will be purchased by electric distribution companies at a \$/kWh rate set by the Connecticut Public Utility Regulatory Authority. **Arizona Customers (Outside Salt River Project District) Only:** The Arizona Corporation Commission has determined that the export rate that is in effect at the time of interconnection will remain in place for ten years from the time of interconnection. Sunnova agrees to reevaluate your contract, at the expiration of the ten-year period, under the then-prevailing export rate structure to determine if a reasonable adjustment should be made for the remainder of the Term. All adjustments must be agreed to in writing by both Parties and absent such agreement the original Agreement will remain effective.



YOUR SOLAR SYSTEM

You'll always know what you'll pay for solar with Sunnova.

Equipment

Panels	Longi LONGi LR4-60HPB-350M
Inverter	Enphase Energy Inc IQ7-60-2-US (Microinverter, 60-Cell)
Racking	Unirac

System Details¹

Solar System Size	11.200 kW
Year-1 Estimated Production	17,317 kWh
Lifetime Estimated Production	407,926 kWh

Energy Mix Offset⁴

Total Electricity Usage Offset



Solar Power – 151.51 %



Utility Power – 0.00%

Estimated Utility Bill Offset | **96%**

Energy Plan Details

Energy Plan	Easy Own Plan™
Plan Type	Equipment Purchase
Agreement Term	25 Years
Sunnova Protect™ Agreement ²	Sunnova Protect Platinum
Sunnova Protect™ Term	25 Years

Finance Terms

Solar System Price (only)	\$51,685.08
Down Payment	(\$0.00)
Rebate ³	(\$0.00)
Interest Rate	0.99 %
Sunnova Protect Platinum Price:	\$0.00
Total Amount Financed (solar system and Sunnova Protect™ price only)	\$51,685.08

\$143.97

Estimated Monthly Sunnova Payment^{5,6}

**Solar System Loan
Payment**
\$143.97

+

**Sunnova Protect™
Payment**
\$0.00

18th month additional payment due:

You have an option to pay an additional payment of \$13,438.12 by month 18. If you make this payment, your solar system monthly payment will remain at \$143.97. If you do not make it, your solar system monthly payment will increase to \$198.19.

Go solar with Sunnova now and get the most out of your incentives!

You may be eligible to claim some of the system's cost as a credit on your federal taxes⁷, which may be up to \$13,438.12.

¹ Your solar system production will vary based on weather, shading and other factors.

² Refer to your Sunnova Protect™ Warranty Agreement for your complete warranty terms and limitations.

³ Depending on your agreement with the contractor, rebates may be paid either directly to you or the contractor. Creditor does not guarantee any rebate amount. If your actual rebate is lower than the amount estimated here, your actual Amount Financed will be higher.

⁴ The energy mix information is estimated. Your electricity usage may vary from month to month. The energy usage referenced herein is for discussion purposes only and should not be relied on.

⁵ Your solar system payment includes a \$10/month discount or credit for the loan and a \$15/month discount or credit for the lease as an incentive for using auto-pay from your checking account. If you do not select auto-pay, your monthly payment will be higher.

⁶ NY customers only: The estimated savings include the \$5,000 NY state tax incentive. Contact your personal tax advisor for eligibility requirements. **Sunnova does not provide tax advice. Sunnova makes no guarantees regarding customer eligibility for tax benefits.**

⁷ You may be eligible for a federal tax credit with the purchase of a solar system. To qualify for the tax credit, you must have federal income tax liability at least equal to the value of the tax credit. Additional tax credits may also be available for homeowners in certain states. Tax incentives are subject to change or termination by executive, legislative or regulatory action. **Sunnova makes no guarantees regarding eligibility of any of the system's costs for tax benefits. Sunnova does not provide tax advice. Contact your personal tax advisor for eligibility requirements.**

**COST COMPARISON****Traditional Utility Energy**

**Current Monthly
Utility Bill**
\$282

**With Sunnova Home Solar Service**

**Estimated Monthly
Energy Bill¹**
\$155.32



Utility
\$11.35

+



Solar System
\$143.97

+



Sunnova Protect^{TM2}
\$0.00

VS.

✗ Vulnerable to rising utility prices³

✗ Electricity provided by utility

✓ Reduce the electricity you pull from the grid by powering your home with solar energy⁴

✓ Always know what you'll pay for your Sunnova Easy Own solar system

✓ Produce your own renewable solar energy for your home - right from your rooftop

¹ Your estimated monthly energy payment is a combination of your Sunnova solar system payment and your estimated utility bill after installing a solar system. This is based on the utility assumptions you provided. Your solar system payment includes a \$10/month discount or credit as an incentive for using auto-pay from your checking account. If you do not select auto-pay, your monthly payment will be \$10/month higher.

² Refer to your Sunnova ProtectTM Warranty Agreement for your complete warranty terms and limitations.

³ Over the last 15 Years, (2003-2017) EIA's residential rates have increased an average 3.2% per year. Source: EIA Sales and Revenue (1990- Current) - <https://www.eia.gov/electricity/data/eia861m/>

⁴ Your solar system won't work in the event of a power outage.



SAVINGS OVER TIME

This chart is based on the ACH payment method being setup. The Sunnova payments referenced below only include the cost of the solar system and do not include any additional equipment or materials, such as a roof.

Year	Average Electricity Bill Before Solar	Estimated Average Electricity Bill With Solar ¹	Sunnova Payments	Estimated Net Savings ²	Estimated Cumulative Savings ^{2,3}
1	\$3,385.14	\$136.20	\$1,727.63	\$1,521.31	\$1,521.31
2	\$3,551.00	\$142.87	\$1,727.63	\$1,680.50	\$3,201.81
3	\$3,725.00	\$149.88	\$1,727.63	\$1,847.49	\$5,049.30
4	\$3,907.53	\$157.22	\$1,727.63	\$2,022.68	\$7,071.98
5	\$4,099.00	\$164.92	\$1,727.63	\$2,206.45	\$9,278.43
6	\$4,299.85	\$173.00	\$1,727.63	\$2,399.22	\$11,677.64
7	\$4,510.54	\$181.48	\$1,727.63	\$2,601.43	\$14,279.07
8	\$4,731.56	\$190.37	\$1,727.63	\$2,813.56	\$17,092.63
9	\$4,963.40	\$199.70	\$1,727.63	\$3,036.07	\$20,128.70
10	\$5,206.61	\$209.49	\$1,727.63	\$3,269.49	\$23,398.19
11	\$5,461.73	\$219.75	\$1,727.63	\$3,514.35	\$26,912.54
12	\$5,729.35	\$230.52	\$1,727.63	\$3,771.20	\$30,683.74
13	\$6,010.10	\$241.82	\$1,727.63	\$4,040.65	\$34,724.39
14	\$6,304.59	\$253.66	\$1,727.63	\$4,323.30	\$39,047.69
15	\$6,613.52	\$266.09	\$1,727.63	\$4,619.80	\$43,667.48
16	\$6,937.58	\$279.13	\$1,727.63	\$4,930.82	\$48,598.30
17	\$7,277.51	\$292.81	\$1,727.63	\$5,257.07	\$53,855.37
18	\$7,634.12	\$307.16	\$1,727.63	\$5,599.33	\$59,454.70
19	\$8,008.18	\$322.21	\$1,727.63	\$5,958.34	\$65,413.04
20	\$8,400.59	\$338.00	\$1,727.63	\$6,334.96	\$71,748.00
21	\$8,812.21	\$354.56	\$1,727.63	\$6,730.02	\$78,478.02
22	\$9,244.01	\$371.93	\$1,727.63	\$7,144.45	\$85,622.47
23	\$9,696.97	\$390.16	\$1,727.63	\$7,579.18	\$93,201.65
24	\$10,172.10	\$409.28	\$1,727.63	\$8,035.19	\$101,236.84
25	\$10,670.60	\$429.33	\$1,727.63	\$8,513.64	\$109,750.48

¹ Because jurisdiction over utility rates, regulation and design lies exclusively with agencies and branches of the government, Sunnova cannot make, and does not make, any representation or suggestion, express or implied, that your System will result in financial savings. Any potential savings would be based on estimated system production and would be a function of the difference between the cost of the solar service agreement and the net avoided cost of electricity from your utility, which is subject to change.

² Individual savings will vary based on your utility rate, your energy consumption habits, the solar system equipment installed on your property, weather and other factors. Sunnova cannot make and does not make any representation or suggestion, express or implied, that your system will result in financial savings. Any potential savings would be based on estimated system production and would be a function of the difference between the cost of the solar service agreement and the net avoided cost of electricity from your utility, which cost is subject to change. The energy usage and savings referenced here in are for discussion purposes only and should not be relied on. **NY customers only:** The estimated lifetime savings include the \$5,000 NY state tax incentive. Customers can receive a NY State tax credit of the annual solar payment with a cap of \$5,000 or 15 years, whichever happens first. Contact your personal tax advisor for eligibility requirements. **Sunnova does not provide tax advice. Sunnova makes no guarantees regarding customer eligibility for tax benefits.**

³ This information is based on current utility rates and current utility rate structures. Assumes a utility annual increase of 4.9 %. The estimate of the Average Electricity Bill Before Solar is based on your consumption information as provided to the seller. Your electricity usage may vary from month to month.



Safeguard your solar investment.

With our 25-year **Sunnova Protect Platinum¹** plan, you produce clean, renewable solar energy and we take care of the rest!

Sunnova Protect™ Platinum¹

**Monitor + Repair
+ Replace +
Guarantee**

Features		25 Years
 System Monitoring - Proactive service alerts and performance monitoring - Access to production data - Easy account management		✓
 System Diagnosis - Hassle-free, remote assessments - Total management of your system's performance - Production simulation to determine expected system performance		✓
 Corrective Maintenance & Warranty Repairs, replacements and associated labor costs for system components that are covered under manufacturer's warranty.		✓
 Hassle-Free Management of Repairs & Replacements Complete management of repairs and replacements for parts covered under manufacturer's warranty. We work with the manufacturer to repair or replace system components.		✓
 Extensive System Coverage¹ Zero out-of-pocket costs! Covers repairs, replacements and labor for ALL system components even if outside the manufacturer's warranty,		✓
 Energy Guarantee² We commit your system will produce the amount of energy outlined in your agreement or we will refund or credit you the difference		✓
		10 Years
 Roof Penetration Warranty³ A 10-year roof penetration warranty. We will cover the repairs if there are leaks or damages to your roof caused by the installation of your solar system.		✓

¹ Refer to your Limited-Warranty for your complete warranty terms and limitations.

² Refer to your Limited Warranty for more details.

³ Your roof is warrantied against leaks from the solar system installation for 10 years. This is separate from any additional warranties you may receive if you also have a new roof installed with your home solar system, including roof installation workmanship and materials warranties.



THE PATH TO ENERGY INDEPENDENCE

Infinity Energy Inc. will work to get your system installed and producing power as quickly as possible. The length of time required for each step in the installation process will vary based on your local utility.



FREQUENTLY ASKED QUESTIONS

What if I sell my home prior to the end of the solar service agreement?

An agreement for a Sunnova home solar system and/or battery only can be transferred¹ to the new homebuyer and you can pass the solar benefits to them. This includes our 25-year Sunnova Protect™ coverage for the home solar system.

An agreement for both a Sunnova home solar system/battery and the installation of a new roof cannot be transferred. If you sell your home, you will need to pay off the balance of your loan prior to or at the time of the closing on your home. If you sell your home, you may transfer the Sunnova Protect™ coverage to the solar system and/or battery, and the 10-year workmanship warranty for the roof to the new homeowner for the remainder of those warranty terms. The 25-year manufacturer's warranty for the roof may also be transferable. Consult the manufacturer's warranty for eligibility and restrictions.

The Sunnova Customer Service team will walk you through the entire process, but it's important that you contact us by email at customerservice@sunnova.com, or by phone at 866.SUNNOVA, as soon as you decide to sell your home.

Can I pay off my loan early?

Yes, you can prepay full or partial amounts at any time without penalty. And, even if you pay off your loan early, your system will continue to be covered by our Sunnova Protect™ coverage through the full 25 years.

Will I still be connected to the electric grid? How will this affect my utility bill?

Yes, your solar system will be connected to the electric grid and you will continue receiving a utility bill (in addition to Sunnova's bill). The net metering relationship between your solar system and the electric grid creates a bi-directional, give-and-take relationship between you and the utility company. It enables you to both consume energy from the electric grid and export excess energy to it for a possible credit from your utility.² The bills that you receive from your utility will reflect your energy consumption from the grid plus any other fees your utility may charge³. Sunnova cannot guarantee how much your utility bill will be after going solar as it will depend on the amount of energy you use from the grid after your home solar production is subtracted.

¹ New homeowner is required to meet Sunnova's credit requirements. Refer to your agreement for conditions and limitations.

² Sunnova makes no guarantees regarding credit for net energy exported to the electric grid and states' policies regarding net metering may change over time. Connecticut Customers Only: net metering credits will continue until December 31, 2041, for electricity generated by residential solar photovoltaic systems installed before December 31, 2021. For residential solar photovoltaic systems installed in Connecticut on or after January 1, 2022, electricity generated by such systems will be purchased by electric distribution companies at a \$/kWh rate set by the Connecticut Public Utility Regulatory Authority. After December 31, 2041, electricity generated by all residential solar photovoltaic systems in Connecticut will be purchased by electric distribution companies at a \$/kWh rate set by the Connecticut Public Utility Regulatory Authority. Arizona Customers (Outside Salt River Project District) Only: The Arizona Corporation Commission has determined that the export rate that is in effect at the time of interconnection will remain in place for ten years from the time of interconnection. Sunnova agrees to reevaluate your contract, at the expiration of the ten-year period, under the then-prevailing export rate structure to determine if a reasonable adjustment should be made for the remainder of the Term. All adjustments must be agreed to in writing by both Parties and absent such agreement the original Agreement will remain effective.

³ Because jurisdiction over utility rates, regulation and design lies exclusively with agencies and branches of the government, Sunnova cannot make and does not make any representation or suggestion, express or implied, that your System will result in financial savings. Any potential savings would be based on estimated system production and would be a function of the difference between the cost of the solar service agreement and the net avoided cost of electricity from your utility, which cost is subject to change.

About Sunnova

Sunnova is a leader in residential solar, battery storage and system protection services, with customers across the U.S. and its territories. We are your source for clean, affordable, and reliable energy, with a simple mission: to power energy independence so our customers have the freedom to live life uninterrupted®.

Sunnova

• AZ: ROC 297378 | CA: 1003498 | CO: EC. 0101708 | CT: ELC.0204019-E1, HIC.0659681 | DC: EM2020985 | FL: EC13009344 | HI: CT-34115, CT-37714 | IL: DER 18-1349, City of Aurora CNTR-01293, City of Dixon 8063, City of Elgin 20-00030035, City of Peoria 16-21824, City of Peru 2018-735, City of Riverside11765, City of Rock Falls 20190018, City of Chicago SE7563, City of Riverside 11765, City of Schiller Park, City of Sterling E18-08, Cook County 54266, Town of Cicero, Village of Melrose 3510, Village of Oak Park, Will County CR-7824 | MA: 184093 | MD: MHIC No. 133886 | MN: EA78134 | MO: 2021007670 | NH: 0497C | NJ: Electrical Contractor Bus. Permit # 34EB01548900 & HIC 13VH08874400, 34EI01548900 | NM: 385702 | NC: U.30860 | NV: 0079706 | NYC Home Improvement License: 2050577-DCA, NY Putnam County: PC7158 NY, Rockland County: H-12677-40 NY, Suffolk County: 58390-H | OH: EL.48037 | PA: 129306 | PR: SJ-161768-CN, SJ-163781-CN | RI: 39710 | SC: 339 (COA), RBB.49755 | TN: 76395 | TX: TECL 33134 Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: <http://www.tdlr.texas.gov> | UT: 12158185-5501 | VA: 2705177872 (ELE)

CA: 998627; TX 32607; MA HIC 195548; NV 0087289 (monetary limit \$245,000)

sunnova™
www.sunnova.com/home-solar

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$61,481.89.

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

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

THREE-DAY RIGHT TO CANCEL (NOT SENIOR CITIZEN)

If the attached contract was not negotiated at the contractor's place of business, you have a Three-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.

Three-Day Right to Cancel (All customers under 65)

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

FIVE-DAY RIGHT TO CANCEL (SENIOR CITIZENS)

If the attached contract was not negotiated at the contractor's place of business, and you are over 65 years of age, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel for Senior Citizens

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

SEVEN-DAY RIGHT TO CANCEL (REPAIR OR RESTORATION)

If the attached contract was not negotiated at the contractor's place of business, and if the attached contract is for the repair or restoration of a home following a sudden or catastrophic event, for which a state of emergency has been declared by the President of the United States or the governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county, you have a Seven-Day Right to Cancel pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Seven-Day Right to Cancel for Repair or Restoration of Residential Premises Damaged by Any Sudden or Catastrophic Event

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

DOCUMENTO DE DECLARACIONES SOBRE EL SISTEMA DE ENERGÍA SOLAR

El COSTO TOTAL del sistema de energía solar (incluyendo costos de financiamiento y energía, si corresponde) es: \$61,481.89.

El COSTO TOTAL indicado anteriormente es el monto total que Usted habrá pagado cuando haya hecho todos los pagos programados por el plazo completo del acuerdo.

Para presentar una queja contra un contratista que instale este sistema y/o el vendedor de mejoras para el hogar que vendió este sistema, comuníquese con el Contractors State License Board (CSLB) a través de su sitio web en www.cslb.ca.gov (busque: "complaint form"), por teléfono al 800-321-CSLB (2752), o escribiendo al PO Box 26000, Sacramento, CA 95826.

DERECHO DE TRES DÍAS PARA CANCELAR (NO JUBILADOS NI MAYORES DE 65)

Si el contrato adjunto no fue negociado en el lugar de negocios del contratista, usted tiene un derecho de Tres días para cancelar el contrato, de conformidad con el Código de Negocios y Profesiones (BPC), sección 7159, como se indica a continuación. Para obtener más detalles sobre la cancelación del contrato, consulte el Aviso de Cancelación, que debe incluirse en su contrato.

Usted, el comprador, tiene el derecho a cancelar este contrato dentro de tres días hábiles. Puede cancelar por correo electrónico, correo postal, fax o entregar un aviso por escrito al contratista en el lugar de negocios del contratista antes de la medianoche del séptimo día hábil después de que recibió una copia firmada y fechada del contrato que incluye este aviso. Incluya su nombre, su dirección y la fecha en que recibió la copia firmada del contrato y este aviso.

DERECHO DE CINCO DÍAS PARA CANCELAR (JUBILADOS/ MAYORES DE 65)

Si el contrato adjunto no fue negociado en el lugar de negocios del contratista, usted tiene un derecho de Cinco días para cancelar el contrato, de conformidad con el Código de Negocios y Profesiones (BPC), sección 7159, como se indica a continuación. Para obtener más detalles sobre la cancelación del contrato, consulte el Aviso de Cancelación, que debe incluirse en su contrato.

Usted, el comprador, tiene el derecho a cancelar este contrato dentro de cinco días hábiles. Puede cancelar por correo electrónico, correo postal, fax o entregar un aviso por escrito al contratista en el lugar de negocios del contratista antes de la medianoche del séptimo día hábil después de que recibió una copia firmada y fechada del contrato que incluye este aviso. Incluya su nombre, su dirección y la fecha en que recibió la copia firmada del contrato y este aviso.

DERECHO DE SIETE DÍAS PARA CANCELAR POR REPARACIÓN O RESTAURACIÓN DE PROPIEDAD RESIDENCIAL DAÑADA POR CUALQUIER EVENTO O EVENTO CATASTRÓFICO

Si el contrato adjunto no fue negociado en el lugar de negocios del contratista, usted tiene un derecho de Siete días para cancelar el contrato, de conformidad con el Código de Negocios y Profesiones (BPC), sección 7159, como se indica a continuación. Para obtener más detalles sobre la cancelación del contrato, consulte el Aviso de Cancelación, que debe incluirse en su contrato.

Usted, el comprador, tiene el derecho a cancelar este contrato dentro de siete días hábiles. Puede cancelar por correo electrónico, correo postal, fax o entregar un aviso por escrito al contratista en el lugar de negocios del contratista antes de la medianoche del séptimo día hábil después de que recibió una copia firmada y fechada del contrato que incluye este aviso.

Incluya su nombre, su dirección y la fecha en que recibió la copia firmada del contrato y este aviso.



HOMEOWNER **DANIEL FITCH**
ADDRESS **3452 SLOAT RUN**
CHICO, CA 95973

DATE ISSUED **7/6/2021 1:25 PM**
INSTALLATION **3452 SLOAT RUN**
LOCATION **CHICO, CA 95973**

Project Cost		Monthly Payment ²	
Total Project Cost			
	\$51,685.08		
Total System Cost (Solar only + warranty)	\$51,685.08	Initial 18 Months	\$143.97
Optional Services Amendment (Roofing Project)	\$0.00		
Down Payment	(\$0.00)	Beginning In Month 19 If additional \$13,438.12 payment ³ is made	\$143.97
Rebate ¹	(\$0.00)	Beginning In Month 19 If additional payment is not made	\$198.19
Total Amount Financed	\$51,685.08		
Total Sales Price, if Financed	\$61,481.89		

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

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

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



HOMEOWNER **DANIEL FITCH**

DATE ISSUED **7/6/2021 1:25 PM**

ADDRESS **3452 SLOAT RUN
CHICO, CA 95973**

INSTALLATION
LOCATION **3452 SLOAT RUN
CHICO, CA 95973**

Interest Rate

Agreement Term

0.99 %

25 Years

Estimated First Year Production	Estimated Year 1 Savings ¹	Estimated Savings over the Term ^{1, 2}	Estimated Utility Offset
17,317 kWh	\$1,521.31	\$109,750.48	96%

Our Guarantees

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

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

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

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

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



HOMEOWNER **DANIEL FITCH**
ADDRESS **3452 SLOAT RUN**
CHICO, CA 95973

DATE ISSUED **7/6/2021 1:25 PM**
INSTALLATION **3452 SLOAT RUN**
LOCATION **CHICO, CA 95973**

ADDITIONAL AGREEMENT AND INSTALLATION DETAILS

- **Infinity Energy Inc.** and Sunnova will install a **11.200**-kilowatt solar power system on your home.
- Your System is estimated to produce **17,317** kilowatt hours in the first year of service.
- **Infinity Energy Inc.** will complete the design and engineering drawings for your System, and Sunnova will review the final design to ensure it meets our high-quality standards.
- If you sell your house, you may transfer the agreement to the new homeowner at Sunnova's discretion. Some restrictions apply. Please read your agreement for details. If you entered into an Optional Services Addendum, you must pay off your entire loan prior to transferring your home.
- Your agreement gives you a right to terminate your contract within 3 business days (or 5 business days, if you are a senior citizen) without incurring any penalty.
- Any savings estimate is dependent on the energy usage information you provided us and may change as your usage and utility rates change over time.
- Your solar system maintenance and warranty is covered by the **Warranty Agreement**.
- The term of your agreement is 25 years.
- If you entered into an Optional Services Amendment, your total Project cost will include the costs of the Optional Services and you will be provided a warranty, separate from the System warranty for those services.
- Your System activation may experience delays as a result of the process for obtaining the necessary building permits and utility approval for the interconnection of your System. Once your System is installed, it must still pass utility inspection before you can turn it on.
- Payments will begin 30 days after the interconnection date or 60 days after installation date, whichever is first. We'll send you a written notice to confirm your payment due day and amount.
- Once you receive your first Sunnova bill, you will be receiving two monthly electricity bills: one from **Pacific Gas & Electric - PGE (CSI)** and one from Sunnova.
- This agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.
- When the electric grid goes down, your System will not provide backup power.

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

The pricing provided in this Easy Own Plan™ Equipment Purchase is valid until **August 4, 2021**

Homeowner's initials

Homeowner's initials

[illegible]

HOME IMPROVEMENT AGREEMENT FOR PHOTOVOLTAIC SYSTEM

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

YOU MAY CANCEL THIS HOME IMPROVEMENT AGREEMENT ANYTIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT. IF YOU ARE A SENIOR CITIZEN, YOU MAY CANCEL THIS HOME IMPROVEMENT AGREEMENT ANYTIME BEFORE MIDNIGHT OF THE FIFTH BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT. IF THIS AGREEMENT IS FOR THE REPAIR OR RESTORATION OF A HOME FOLLOWING A SUDDEN OR CATASTROPHIC EVENT, FOR WHICH A STATE OF EMERGENCY HAS BEEN DECLARED BY THE PRESIDENT OF THE UNITED STATES OR THE GOVERNOR, OR FOR WHICH A LOCAL EMERGENCY HAS BEEN DECLARED BY THE EXECUTIVE OFFICER OR GOVERNING BODY OF ANY CITY, COUNTY, OR CITY AND COUNTY, YOU MAY CANCEL THIS AGREEMENT ANYTIME BEFORE MIDNIGHT OF THE SEVENTH BUSINESS

DAY FOLLOWING THE DATE OF THIS AGREEMENT. SEE EXHIBIT 1, THE NOTICE OF CANCELLATION, FOR A FULL EXPLANATION OF THIS RIGHT.

INTRODUCTION

This Residential Home Improvement Agreement (this “Home Improvement Agreement”) is between Infinity Energy Inc. (“Contractor,” “we,” “us,” and “our”) and you, the Buyer and any Co-Buyer named above, for the sale and installation of the solar system described below (the “System”) and optional additional services or equipment, if any, as described in Annex A (“Optional Services Amendment” and together with your System, the “Project”) at your home (the “Property” or your “Home”). The terms “Buyer,” “you,” and “your” refer to the Buyer and any Co-Buyer, individually and jointly.

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

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

KEY TERMS AND CONDITIONS

1. Contract Price

The contract price (the “Contract Price”) for the Project is \$51,685.08. The Contract Price for the Project includes sales tax of \$0.00.

The Contract Price for the Project includes (i) \$51,685.08 for the System plus the warranty agreement Sunnova Protect Platinum, and (ii) \$ \$0.00 for Optional Services Amendment.

2. Finance Charge

You have chosen to finance all or a portion of the Contract Price by entering into a Retail Installment and Security Agreement with Contractor. Pursuant to the terms of the Retail Installment and Security Agreement, you agree to pay a finance charge of \$9,796.81.

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

DC STC Photovoltaic System	11.200 kW
Modules	Longi
Inverter	Enphase Energy Inc
Monitor	Enphase Energy

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

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

Communication Equipment. During installation or at any time thereafter during the term of the Warranty Agreement, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. If you initial the space below, you consent to the installation of the Communication Equipment if, when and as needed.

Buyer's Initials

4. Downpayment

You will be required to make a downpayment of \$0.00.

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

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

5. Approximate Start Date

The work to be performed by Contractor pursuant to this Home Improvement Agreement shall commence by October 3, 2021 (the "Commencement Date") provided that (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site. The Commencement Date may be extended as necessary if any of (a)-(c) above have not been completed.

6. Approximate Completion Date ("Interconnection Date")

All work shall be completed as soon as possible, but in no event later than October 3, 2022 (the "Interconnection Date"), subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining the necessary building permits and utility approval for net metering and interconnection of your System. The Project shall be deemed completed upon the date the System is connected to the electrical grid.

7. Notice to Owner

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

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

- EXHIBIT 1: Notice of Cancellation (Buyer's Right to Cancel);
- EXHIBIT 2: California State Addendum;
- EXHIBIT 3: Commercial General Liability Insurance Notice;

- EXHIBIT 4: Homeowners' Checklist;
- EXHIBIT 5: Retail Installment and Security Agreement;
- EXHIBIT 6: Warranty Agreement Sunnova Protect Platinum; and
- ANNEX A: Optional Services Amendment

9. Note About Extra Work and Change Orders

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

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

10. Commercial General Liability Insurance (CGL)

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

11. BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AS FOLLOWS. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

THREE DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)

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

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

FIVE-DAY RIGHT TO CANCEL FOR SENIOR CITIZENS

You, the buyer, have the right to cancel this contract within five business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight

of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

SEVEN-DAY RIGHT TO CANCEL FOR REPAIR OR RESTORATION OF RESIDENTIAL PREMISED DAMAGED BY ANY SUDDEN OR CATASTROPHIC EVENT FOR WHICH A STATE OF EMERGENCY HAS BEEN DECLARED BY THE PRESIDENT OF THE UNITED STATES OR THE GOVERNOR, OR FOR WHICH A LOCAL EMERGENCY HAS BEEN DECLARED BY THE EXECUTIVE OFFICER OR GOVERNING BODY OF ANY CITY, COUNTY, OR CITY AND COUNTY

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

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

Buyer's Name: DANIEL FITCH

Signature:

Date:

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.



Signature:

Date:

**To be signed when Buyer decides to purchase*

TERMS AND CONDITION OF SALE AND INSTALLATION

1. Changes, Permits & Incentives

You acknowledge that the figures provided by us in this Home Improvement Agreement are estimates. Actual System size and production will vary, and the estimated items or prices are subject to a final site survey or engineering audit. If the Contractor determines, after the final site survey or engineering audit of your Home, that a revised estimate of the System's (i) size; (ii) total cost; or (iii) annual production is appropriate, it may require a change order or amendment signed by both parties. No amendment or change order will be required if both (i) the revised estimate of the System's annual production, and (ii) the revised estimate of the System's size are within 10% of the original estimates. You agree that Contractor will not have any financial obligation to you regarding any difference between actual figures and the estimated figures presented in this Home Improvement Agreement.

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

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

Depending on the state and utility district where you reside, you may be eligible for various state and local rebates and incentives. The rebate and incentive calculations Contractor provides are only estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific

to the Project. Actual rebates and incentives are variable as eligibility requirements, funding availability and rates may change.

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

2. Commencement of Construction Schedule and Schedule of Progress Payments

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

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

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

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

3. Property Conditions

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

Buyer's Signature:

Co-Buyer's Signature:

Contractor is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not

limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

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

4. Cost or Delay due to Unforeseen Conditions

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

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

Performance times under this Home Improvement Agreement will be considered extended for a period of time equivalent to the

time lost due to such conditions. If Contractor discovers unforeseen conditions requiring additional cost, then Contractor shall present such costs to you and get your approval before beginning or continuing performance. Failure to provide such approval may result in Contractor exercising its termination rights pursuant to this Home Improvement Agreement.

5. Termination and Default

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

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

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

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

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

6. Insurance

Contractor

Commercial General Liability Insurance:

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

Workers Compensation Insurance:

Contractor carries workers' compensation insurance for all employees.

Buyer

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

7. Change Orders

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

8. Arbitration of Disputes

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

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

THE LAWS OF THE STATE WHERE YOUR HOME IS LOCATED SHALL GOVERN THE SUBSTANCE OF YOUR CLAIMS UNDER THIS HOME IMPROVEMENT AGREEMENT WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. YOU AND WE AGREE THAT ANY DISPUTE, CLAIM OR DISAGREEMENT BETWEEN YOU AND US (A "DISPUTE") SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION EXCEPT AS SPECIFICALLY PROVIDED BELOW. DISPUTES COVERED BY THIS AGREEMENT INCLUDE BUT ARE NOT LIMITED TO: CLAIMS ARISING OUT OF OR RELATING TO THIS HOME IMPROVEMENT AGREEMENT; CLAIMS ARISING OUT OF OR RELATING TO OUR RELATIONSHIP; CLAIMS THAT AROSE BEFORE THIS OR ANY PRIOR AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO ADVERTISING); CONSUMER PROTECTION CLAIMS; AND CLAIMS UNDER ANY FEDERAL OR STATE STATUTE.

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

THE ARBITRATION, INCLUDING THE SELECTION OF THE ARBITRATOR, WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES (THE "RULES") BY A SINGLE NEUTRAL ARBITRATOR. EITHER PARTY MAY INITIATE THE ARBITRATION PROCESS BY FILING THE NECESSARY FORMS WITH THE AAA. TO LEARN MORE ABOUT ARBITRATION BEFORE THE AAA, YOU CAN REVIEW

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

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

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

ONLY DISPUTES INVOLVING YOU AND US MAY BE ADDRESSED IN THE ARBITRATION.

DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY TO THE DISPUTE. IF YOU AND WE ARBITRATE A DISPUTE, NONE OF YOU OR US, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT EXCEPT AS SPECIFICALLY PROVIDED BELOW. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THIS MEANS THAT THE ARBITRATION MAY NOT ADDRESS DISPUTES INVOLVING OTHER PERSONS WITH DISPUTES SIMILAR TO THE DISPUTES BETWEEN YOU AND US. IF ANY PART OF THIS PARAGRAPH OR OF THIS SECTION IS FOUND TO BE UNENFORCEABLE BY AN ARBITRATOR OR A COURT HAVING JURISDICTION OVER A DISPUTE, THEN THIS ENTIRE SECTION (EXCEPT FOR THIS SENTENCE AND THE FOLLOWING SENTENCE) SHALL BE AUTOMATICALLY INAPPLICABLE TO THAT DISPUTE.

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

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND

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

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

9. Governing Law

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

10. Limited Warranty

You understand that the System is warranted under the terms of the Warranty Agreement (see **Exhibit 6**) and that, to the full extent permitted by state law, there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, suitability, or performance of the System or its installation. Upon receipt of payment in full under this Home Improvement Agreement, all warranties that are provided by manufacturers of equipment used in the System will be transferred directly to you. You understand that Contractor has no responsibility with respect to such warranties other than to transfer them to you.

11. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Contractor, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your breach of this Home Improvement Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Home Improvement Agreement.

12. Waiver

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

right to enforce that provision; or (b) affect the validity of this Home Improvement Agreement.

13. Headings and Interpretation

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

Unless specifically referred to as “business day(s)”, all references to “day” or “days” shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to “business day(s)” mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of “business days” all Saturday, Sundays and holidays should be excluded.

14. Notice of Changes

You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your home that would impact the System or impact Contractor’s security interest in the System.

15. No Oral Agreements

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

REST OF PAGE INTENTIONALLY LEFT BLANK

16. BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AS FOLLOWS.

SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

THREE DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)

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

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

FIVE-DAY RIGHT TO CANCEL FOR SENIOR CITIZENS

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

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

SEVEN-DAY RIGHT TO CANCEL FOR REPAIR OR RESTORATION OF RESIDENTIAL PREMISED DAMAGED BY ANY SUDDEN OR CATASTROPHIC EVENT FOR WHICH A STATE OF EMERGENCY HAS BEEN DECLARED BY THE PRESIDENT OF THE UNITED STATES OR THE GOVERNOR, OR FOR WHICH A LOCAL EMERGENCY HAS BEEN DECLARED BY THE EXECUTIVE OFFICER OR GOVERNING BODY OF ANY CITY, COUNTY, OR CITY AND COUNTY

You, the buyer, have the right to cancel this contract within seven business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this

notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

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

17. Signatures

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

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

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

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

Buyer's Name: DANIEL FITCH

Signature:

Date:

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.

Signature:

Date:

EXHIBIT 1

NOTICE OF CANCELLATION

PLEASE SELECT THE NOTICE OF CANCELLATION APPLICABLE TO YOU:

NOTICE OF THREE DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)

Buyer Selection

Co-Buyer Selection

The law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox and sign below if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'

Three-Day Right to Cancel

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

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

NOTICE OF FIVE-DAY RIGHT TO CANCEL FOR SENIOR CITIZENS

Buyer Selection

Co-Buyer Selection

For a contract with a senior citizen, the law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox if the contractor and sign below has given you a 'Notice of the Five-Day Right to Cancel.'

Five-Day Right to Cancel

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

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

NOTICE OF SEVEN-DAY RIGHT TO CANCEL FOR REPAIR OR RESTORATION OF RESIDENTIAL PREMISED DAMAGED BY ANY SUDDEN OR CATASTROPHIC EVENT FOR WHICH A STATE OF EMERGENCY HAS BEEN DECLARED BY THE PRESIDENT OF THE UNITED STATES OR THE GOVERNOR, OR FOR WHICH A LOCAL EMERGENCY HAS BEEN DECLARED BY THE EXECUTIVE OFFICER OR GOVERNING BODY OF ANY CITY, COUNTY, OR CITY AND COUNTY

Buyer Selection

Co-Buyer Selection

For any contract that is written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county, the law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox and sign below if the contractor has given you a 'Notice of the Seven-Day Right to Cancel.'

Seven-Day Right to Cancel

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

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

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

You agree that you have read the above NOTICES OF CANCELLATION and have selected the appropriate checkbox and that you have received the APPLICABLE NOTICE OF CANCELLATION attached hereto.

Buyer's Signature:

Co-Buyer's Signature:

EXHIBIT 1

NOTICE OF CANCELLATION (NOT SENIOR CITIZEN)

Notice of Cancellation for those not senior citizens and contracts not written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county.

Date of Sale:

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:
Infinity Energy Inc.

, NOT LATER THAN MIDNIGHT OF the third business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH



DUPLICATE NOTICE OF CANCELLATION (NOT SENIOR CITIZEN)

Notice of Cancellation for those not senior citizens and contracts not written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county.

Date of Sale:

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Infinity Energy Inc.

, NOT LATER THAN MIDNIGHT OF the third business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH



NOTICE OF CANCELLATION (FOR SENIOR CITIZEN)

Notice of Cancellation for senior citizens and contracts not written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county.

Date of Sale:

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Infinity Energy Inc.

, NOT LATER THAN MIDNIGHT OF the fifth business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH



DUPLICATE

NOTICE OF CANCELLATION (FOR SENIOR CITIZEN)

Notice of Cancellation for senior citizens and contracts not written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county.

Date of Sale:

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Infinity Energy Inc.

, NOT LATER THAN MIDNIGHT OF the fifth business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH



NOTICE OF CANCELLATION (FOR CONTRACTS WRITTEN FOR REPAIR OR RESTORATION)

Notice of Cancellation for contracts written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county

Date of Sale:

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Infinity Energy Inc.

, NOT LATER THAN MIDNIGHT OF the seventh business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH

<<Secondary_Full_Name>



DUPLICATE

NOTICE OF CANCELLATION (FOR CONTRACTS WRITTEN FOR REPAIR OR RESTORATION)

Notice of Cancellation for contracts written for the repair or restoration of residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county

Date of Sale:

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

If you cancel, any property traded in, any payments made by you under the contract or sale or pursuant to any telephonic solicitation and purchase agreement, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Infinity Energy Inc.

, NOT LATER THAN MIDNIGHT OF the seventh business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH

EXHIBIT 2**STATE SPECIFIC ADDENDUM - CALIFORNIA****Mechanics' Lien Warning**

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

To preserve their rights to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a problem if you pay Contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

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

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both Contractor and the subcontractor or material supplier. Joint checks do not apply to any payments made after the Interconnection Date.

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

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

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

Information about the Contractors' State License Board (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

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

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's Internet Web site at www.cslb.ca.gov, call CSLB at 800-321-CSLB(2752) or write CSLB at P.O. Box 2600, Sacramento CA 95826

Notice Regarding Performance and Payment Bonds



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

Arbitration of Disputes

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

EXHIBIT 3

INFORMATION ABOUT COMMERCIAL GENERAL LIABILITY INSURANCE

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

☐ **Did your contractor tell you whether he or she carries Commercial General Liability Insurance?**

Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract.

☐ **Is this insurance required?**

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

☐ **How can you make sure the contractor is insured?**

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

☐ **What about a contractor who is self-insured?**

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

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

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

The insurance company is _____.
(COMPANY NAME)

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

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

EXHIBIT 4

HOMEOWNER'S CHECKLIST

✓ Check Out Your Contractor

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

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

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

Did you call them?

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

✓ Check Out the Contract

- ☐ Did you read and do you understand your contract?

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

Contact the CSLB if you don't know.

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

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

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

- ☐ Are you required to pay a down payment?

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

- ☐ Is there a schedule of payments?

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

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

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

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

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

EXHIBIT 5

RETAIL INSTALLMENT AND SECURITY AGREEMENT

TRUTH IN LENDING DISCLOSURES

<u>Annual Percentage Rate</u>	<u>Finance charge</u>	<u>Amount Financed</u>	<u>Total of Payments</u>	<u>Total Sale Price</u>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of \$0.00
1.22 %	\$9,796.81	\$51,685.08	\$61,481.89	\$61,481.89

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

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

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

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

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

PAYMENT SCHEDULE

<u>Payments</u>	<u>Amount of Each Payment</u>	<u>When Payments Are Due</u>
1-18	\$153.97	Monthly, beginning at least 30 calendar days after the earlier of the following dates: (i) the Interconnection Date, or (ii) the date that is 60 days after installation of the System is complete.
19-300	\$208.19	Monthly thereafter

NOTICE TO BUYER

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

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price (for the Project including the photovoltaic solar system, and all applicable installation fees, accessories, mounting hardware, and attachments and the Roofing Project as described in the Optional Services Addendum)* *Does not include applicable sales or excise taxes	\$51,685.08
2. Sales and/or Excise Tax	\$0.00
3. Subtotal of above (1 plus 2)	\$51,685.08
4. Amount to be paid by you to public officials for official fees	\$0.00
5. Subtotal of all of the above (3 plus 4)	\$51,685.08
6. Cash Down Payment	\$0.00
7. Rebate	\$0.00
8. Other credit towards Cash Price	\$0.00
a.	\$0.00
b.	\$0.00
9. Prepaid Finance Charge	\$0.00
10. Amount Financed (5 minus 6 minus 7 minus 8 minus 9)	\$51,685.08

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

Buyer's Signature:

Co-Buyer's Signature:

BUYER NAME AND ADDRESS	DANIEL FITCH 3452 SLOAT RUN CHICO, CA 95973	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	3452 SLOAT RUN CHICO, CA 95973	CONTRACTOR	Infinity Energy Inc. ,
CONTRACT ID	JJ003853369	SALESPERSON	Zach Whiteis HIS #:

INTRODUCTION

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

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

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

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

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

TERMS AND CONDITIONS

1. Payments

Promise to Pay. You promise to pay \$51,685.08, the Amount Financed shown in the Truth-in-Lending Disclosures, plus \$0.00, the Prepaid Finance Charge shown in the "Itemization of the Amount Financed" in the Truth-in-Lending Disclosures. The Amount Financed includes sales tax of \$0.00. The Amount Financed plus the Prepaid Finance Charge is referred to in this Agreement as the "Principal." In addition, you promise to pay finance charges on unpaid Principal at the annual rate of 1.22 %, according to the Annual

Percentage Rate (the "APR") shown in the Truth-in-Lending Disclosures. Finance charges will begin to accrue on the unpaid Principal beginning on the date the System has been connected to the electrical grid (the "Interconnection Date") and continue thereafter for each day we are owed any Principal under this Agreement.

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

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

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

Buyer's Initials

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

How Payments are Calculated and Applied.

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

We have provided you with a payment schedule

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

Month 18 Additional Payment. For the eighteenth (18th) Payment Date, you may choose to make an additional payment of **\$13,438.12** (the "Additional Payment"). At least 30 days before it is due, we will notify you of the optional Additional Payment amount, as well as the amount of your nineteenth (19th) and all future payments if you choose not to make the Additional Payment. If you choose to make that Additional Payment, you must either separately authorize that payment automatically from your checking account, or you must make that payment in the form of cash or a check sent to us at our address specified above, or to any other address or person specified in a written notice we send to you, so that we receive the payment by the due date. You must also make your scheduled monthly payment along with that Additional Payment.

If you make your scheduled monthly payment plus the Additional Payment, we will forgive, and you will not be obligated to pay, the finance charges due on that Additional Payment amount (the "Deferred Finance Charge"), the amount of which is \$199.56.

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

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

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

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

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

2. Prepayments

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

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

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

above, we will notify you of the optional Additional Payment amount, the amount of any finance charges forgiven, the amount of your nineteenth (19th) payment if you choose not to make the Additional Payment, and the amount of your remaining monthly payments at least 30 calendar days in advance of the due date of that nineteenth (19th) payment.

3. Voluntary Automatic Payments

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

4. Late charge

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

5. Returned Payment Charge

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

6. Security Interest

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

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

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

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

7. Protecting the Security Interest

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

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

defect, lien or encumbrance against your Property.

8. Use of the System

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

- (i) use the System carefully, keep it in good repair, free from animal infestation, and use reasonable efforts to avoid damage to the System;
- (ii) follow all safety warnings and installation and operation instructions included in the documentation we provide you for the System;
- (iii) only have the System repaired pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
- (iv) perform your obligations under the Warranty Agreement and not take or fail to take any action that would cause the Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;
- (v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;
- (vi) keep the panels and modules clean, and protect the System from animals and infestation;
- (vii) not modify your Home or landscaping in a way that shades the System;
- (viii) be responsible for any conditions at your Home that affect the installation and operation of the System (e.g. not blocking access to the roof or removing a tree that is in the way);
- (ix) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that we are not responsible for any known or unknown property conditions;

Buyer's Signature:

Co-Buyer's Signature:

- (x) not remove any markings or identification tags on the System;
- (xi) permit us, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (xii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xiv) not use the System for any unlawful purpose
- (xv) notify us if you think the System is damaged or appears unsafe, the System is stolen, and prior to changing your power supplier;
- (xvi) obtain our written permission before making any changes to the System;
- (xvii) not sell, transfer, or lease the System, except for as provided in Section 21 below, or use it as security for a loan from another creditor;
- (xviii) not allow any other security interest or lien to attach to the System, whether by your action, inaction, or operation of law;
- (xix) give us written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third party claim or attempt;
- (xx) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
- (xxi) return any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving

them; and

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

9. Property Taxes and Fees

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

10. Title and Risk of Loss

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

11. Default

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

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

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

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

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

12. Additional Action After Default

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

order to take possession of the System. If we take possession of the System, we may resell the System and apply the proceeds of such a resale to the amounts owed under this Agreement. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

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

13. Additional Agreements

Notice of Change. You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact our security interest in the System.

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

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

14. Each Person Responsible

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

15. Delay In Enforcing Rights

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

16. Notices and Consent to Electronic

Communications

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party shall deem a document faxed or sent via PDF as an original document. Notices required under this Agreement will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all (unless otherwise required by applicable law).

17. Force Majeure

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

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

of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than Contractor including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Contractor or under its control.

18. No Oral Agreements

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

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

19. Warranty

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

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

20. Accuracy of Information/Credit Reports

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

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

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

21. Assignment

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

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

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

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

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

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

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

Buyer(s)' Initials

22. Governing Law

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

23. Arbitration of Disputes

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

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

The laws of the state where your Home is located shall govern the substance of your claims under this Retail Installment and Security Agreement without giving effect to conflict of laws principles. You and we agree that any

dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Retail Installment and Security Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

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

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

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

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

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

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (nonclass, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or this Section 23 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 23 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. **EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 23, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

24. Privacy/Publicity

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

personally identifying information of your System.

Buyer's Initials

25. Headings and Interpretation

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may give examples, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Agreement.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturday, Sundays and holidays should be excluded.

26. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your breach of this Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Security Agreement.

27. Right to Cancel

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

EXPLANATION OF THIS RIGHT.

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

REST OF PAGE INTENTIONALLY LEFT BLANK

28. Signatures

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

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

Buyer's Name: DANIEL FITCH

Signature:

Date:

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.

Signature:

Date:

[illegible]

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



SCHEDULE 1

ESTIMATED SCHEDULE OF MONTHLY PAYMENTS

Months	Additional Payment Made		Additional Payment Not Made	
	ACH	No ACH	ACH	No ACH
1-18	\$143.97	\$153.97	\$143.97	\$153.97
19-300	\$143.97	\$153.97	\$198.19	\$208.19

Month 18 Additional Payment	\$13,438.12
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RETAIL INSTALLMENT AND SECURITY AGREEMENT

NOTICE OF CANCELLATION (BUYER COPY)

NOTICE OF CANCELLATION

Date of Transaction

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

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Creditor/Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the Creditor/Seller and the Creditor/Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Creditor/Seller, or if you agree to return the goods to the Creditor/Seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: Infinity Energy Inc. at , , , NOT LATER THAN MIDNIGHT OF the third business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH

3452 SLOAT RUN
CHICO, CA 95973

Contract ID: JJ003853369



NOTICE OF CANCELLATION (CREDITOR/SELLER COPY)

NOTICE OF CANCELLATION

Date of Transaction:

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

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Creditor/Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the Creditor/Seller and the Creditor/Seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Creditor/Seller, or if you agree to return the goods to the Creditor/Seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: Infinity Energy Inc. at , , , NOT LATER THAN MIDNIGHT OF the seventh business day following the date of the sale indicated above.

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

Buyer's Signature:

Co-Buyer's Signature:

DANIEL FITCH

3452 SLOAT RUN
CHICO, CA 95973

Contract ID: JJ003853369

EXHIBIT 6

CALIFORNIA PLATINUM WARRANTY AGREEMENT

BUYER NAME AND ADDRESS	DANIEL FITCH 3452 SLOAT RUN CHICO, CA 95973	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	3452 SLOAT RUN CHICO, CA 95973	CONTRACT ID	JJ003853369

1. INTRODUCTION

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

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

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

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

Limitation of Duration of Implied Warranties. IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND

MERCHANTABILITY ARISING UNDER STATE LAW CANNOT BE WAIVED, SUCH WARRANTIES SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

2. LIMITED WARRANTIES

a. System Warranty

During the entire Warranty Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty").

b. Roof Warranty

If your roof is penetrated during a System installation, we will warrant roof damage caused by us or our contractors. This roof warranty will begin on the date that System installation begins and will run the longer of (a) ten (10) years following the completion of the System installation; and (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period").

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

c. Repair Promise

During the entire Warranty Term, Provider, through its contractors or subcontractors, will honor the System Warranty and will cause the repair or replacement of any defective part, material or component or correction of any defective workmanship, at no cost or expense to

you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If our contractors damage your Home, your belongings, or your Property, we will cause our contractors to repair the damage they cause or pay you for the damage as described below in Section 4. Provider may use new or reconditioned parts when making repairs or replacements. Provider may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Warranty Agreement. Cosmetic repairs that do not involve safety or performance shall be made at Provider's discretion.

d. Warranty Length

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

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

e. Power Production Guarantee

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

Year	Guaranteed Annual kWh
1	14,719.72
2	14,646.12
3	14,572.89
4	14,500.02
5	14,427.52
6	14,355.39
7	14,283.61
8	14,212.19
9	14,141.13
10	14,070.42
11	14,000.07
12	13,930.07
13	13,860.42
14	13,791.12
15	13,722.16
16	13,653.55

17	13,585.28
18	13,517.36
19	13,449.77
20	13,382.52
21	13,315.61
22	13,249.03
23	13,182.79
24	13,116.87
25	13,051.29

- (i) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Retail Installment and Security Agreement and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kWh (defined below) generated by the System is **less than** the cumulative Guaranteed Annual kWh, then we will credit your account or provide you with a refund, if you have already paid your obligations under the Retail Installment and Security Agreement in full, equal to the difference between the cumulative Actual Annual kWh and the cumulative Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Your account will be credited in that amount (or a refund in that amount will be mailed or electronically transferred) within thirty (30) days of the end of the calendar year. Your cumulative Actual Annual kWh is dependent on a shading percentage of 0.00 % on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

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

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

- (ii) If at the end of the first thirty-six (36) month

anniversary of your first required monthly payment due date under the Retail Installment and Security Agreement and each successive twelve (12) month anniversary thereafter the Actual Annual kWh is **greater than** the Guaranteed Annual kWh during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

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

“Guaranteed Energy Price per kWh” means \$0.100 per kWh.

f. Power Monitor

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

g. General

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

h. Power Monitor

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available, then we will not be able to monitor the System to provide you with your Power Production Guarantee. To continue your Power Production Guarantee under this Warranty Agreement (a) you will be required to provide us with annual production information from your inverter; or (b) We, in our sole discretion, will estimate annual production. In connection with such any such estimated production by us, we will make commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will

be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

i. Output Warranty

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

j. Claims Process

You can make a claim by:

- (i) Emailing us at the email address provided to you after Interconnection;
- (ii) Writing a letter to our mailing address, as identified in the Home Improvement Agreement or provided to you after Interconnection, and sending it overnight mail with a well-known service; or
- (iii) Creating a claim through our online customer portal at customerservice@sunnova.com.

k. Transferable Limited Warranty

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

l. Exclusions and Disclaimer

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

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

- (ii) Destruction or damage to the System or its ability to safely produce power not caused by Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System we will not repay you for power it did not produce) (see also Section 9 below);
- (iii) Your failure to perform or breach of your obligations under the Retail Installment and Security Agreement (e.g. you modify or alter the System);
- (iv) Your failure to perform or breach of this Warranty Agreement, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, your failure to maintain the System as stated in the Solar Operation and Maintenance Guide, your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer's warranties;
- (v) Any Force Majeure Event (as defined in Section 5 below);
- (vi) Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) Any System failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (viii) Theft of the System (e.g. if the System is stolen we will not repay you for the power it did not produce) (see also Section 9 below);
- (ix) A power or voltage surge caused by someone other than Provider, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;
- (x) The removal of the System from your Property or Home or the sale of the System to a third party who is not a purchaser of your Home; and
- (xi) A change in usage of the Property or any buildings at or near such Property

that may affect insolation without Provider's prior written approval.

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

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

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2 AND ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY PROVIDER WITH RESPECT TO THE SYSTEM. PROVIDER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY STATE LAW, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

m. Your Additional Obligations

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

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

During the Warranty Term you agree:

- (i) To use the System carefully, keep it in good repair, and use reasonable efforts to avoid damage to the System;
- (ii) To follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;
- (iii) To have the System repaired only pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;

- (iv) To perform your obligations under this Warranty Agreement and not take or fail to take any action that would cause this Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any equipment or manufacturer's warranty applicable to any component of the System;
 - (v) To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Provider installed it;
 - (vi) To keep the panels and modules clean, and protect the System from animals and infestation;
 - (vii) To not modify your Home or landscaping in a way that shades the System;
 - (viii) To be responsible for any conditions at your Home that affect the installation and operation of the System (e.g. not blocking access to the roof or removing a tree that is in the way);
 - (ix) To be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that Provider is not responsible for any known or unknown property conditions;
- Buyer's Signature:**
- Co-Buyer's Signature:**
- (x) To not remove any markings or identification tags on the System;
 - (xi) To permit Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
 - (xii) To use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
 - (xiii) To not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
 - (xiv) To not use the System for any unlawful purpose;
 - (xv) To notify Provider if you think the System is damaged, appears unsafe or is stolen, and prior to changing your power supplier;
 - (xvi) To obtain Provider's written permission before making changes to the System;
 - (xvii) To not sell, transfer, or lease the System except as permitted under the Retail Installment and Security Agreement, or use it as security for a loan from another creditor;
 - (xviii) Not to allow any other security interest or lien, other than that permitted under the Retail Installment and Security Agreement, to attach to the System, whether by your action, inaction, or operation of law;
 - (xix) To give Provider written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third party claim or attempt;
 - (xx) To permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
 - (xxi) To return any documents sent to you by Provider for signature (like incentive claim forms) within five (5) business days of receiving them; and
 - (xxii) To procure and maintain adequate insurance coverage for the System. You may obtain this insurance from anyone you want.

3. PROVIDER'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (a) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and

(b) Prudent Electrical Practices. “Prudent Electrical Practices” means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA

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

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

5. FORCE MAJEURE

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

- a. Provider, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Provider’s suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- c. No Provider obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such

Force Majeure Event.

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

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

6. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES PURSUANT TO SECTIONS 2, SUBJECT TO 6, UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL PROVIDER OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

b. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Provider's total liability arising out of or relating to this Limited Warranty for damages to your Home, belongings and Property shall in no event exceed five hundred thousand dollars (\$500,000).

7. NOTICES

a. To Provider

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

b. To Buyer

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

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

9. EARLY TERMINATION

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

contractors (other than Provider), or your or their representatives (a "Total Loss" of the System).

10. ARBITRATION

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

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

The laws of the state where your Home is located shall govern the substance of your claims under this Warranty Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Warranty Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

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

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

your Home.

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

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

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or this Section 10 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 10 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

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

RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

11. GOVERNING LAW

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

Agreement, you are also in default under this Warranty Agreement.

12. EACH PERSON RESPONSIBLE

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

13. RIGHT TO CANCEL

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

14. DEFAULT

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

If you are in default under the Retail Installment and Security Agreement or the Home Improvement

15. SIGNATURES

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

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

Buyer's Name: DANIEL FITCH

Signature:

Date:

Co-Buyer's Name (if any):

Signature:

Date:

Provider: Infinity Energy Inc.

Signature:

Date:

SOLAR PURCHASE DISCLOSURE

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

Read all documents carefully so you fully understand the transaction.

For more information on being a smart solar consumer visit www.seia.org/consumers.

PROVIDER: Sunnova Energy Corporation 20 E. Greenway Plaza, Ste 475 Houston, TX 77046 Tel.: 281-985-9900 License # (if applicable): Sunnova CA 1003498 Email: customerservice@sunnova.com	INSTALLER/ CONTRACTOR: Infinity Energy Inc. Tel: (916) 474-4723 Email: contracts@goinfinityenergy.com License: CA: 998627; TX 32607; MA HIC 195548; NV 0087289 (monetary limit \$245,000) SALESPERSON: Zach Whiteis HIS #: Infinity Energy Inc. Tel : (360) 483 6909 Email: zach@premiersolarservices.com	WARRANTY/MAINTENANCE PROVIDER: (Same as Provider) Address: Tel.: License # (if applicable): Email:
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CUSTOMER: DANIEL FITCH
Customer ID: JJ003853369
System Installation Address: 3452 SLOAT RUN, CHICO, CA, 95973, United States
Customer Mailing Address: 3452 SLOAT RUN, CHICO, CA, 95973, United States
Email:
Contract Date:

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

Purchase Price (A)	Payment Schedule (B)	Financing (C)
Your purchase price for the System and the Warranty: \$51,685.08 List of any credits, incentives or rebates included in the above purchase price: <u>None</u> _____ _____ _____ *NOTE: You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information.	Amount you owe Installer at Contract signing: <u>\$0.00</u> Amount you owe for the System at the commencement of installation: <u>\$0.00</u> Amount you owe for the System and the warranty (excluding downpayments or rebates) at the completion of installation: \$51,685.08	The System: ☒ WILL be financed; ☐ WILL NOT be financed; or ☐ Financing of System unknown to Provider NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. This statement does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.
Installation Timing (D)	Interconnection Approval (E)	
Approximate Start Date: <u>3</u> days from the date that is the later of the	☐ YOU are or ☒ PROVIDER is responsible for submitting a System	

date in which: ☒ All permits have been issued; ☒ Any homeowner's association approval letter has been received; ☒ All materials have been delivered to the site (the "Commencement Date"). Approximate Completion Date: no more than <u>365</u> days from Commencement Date.	Interconnection application.
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Site & Design Assumptions for your Purchase (F) - Estimated size of System in kilowatts: <u>11.200</u> (kW) - Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: <u>17,317.31</u> - Estimated annual electricity production decrease due to natural aging of System: <u>0.50</u>% - System location: Roof (unless otherwise specified) - System ☒ WILL ☐ WILL NOT be connected to the electric grid - At the time of installation, your local utility ☒ DOES ☐ DOES NOT credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction. System Maintenance & Repairs (G) "System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☒ IS ☐ IS NOT included for 25 years by <u>Provider</u> (e.g., Installer, Maintenance Provider). "System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☒ ARE ☐ ARE NOT provided by the <u>Provider</u> (e.g. Installer, Other). Please review your contract for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship. Roof Warranty (H) Your roof ☒ IS ☐ IS NOT warranted against leaks from the System installation for <u>10</u> years by <u>Provider</u> (e.g. Provider, Installer, Other). System Performance or Production Guarantee (I) In terms of your full System, Provider is providing you with a: ☒ System performance or electricity production guarantee ☐ Other type of System guarantee ☐ No System guarantee You may have additional guarantees or warranties in addition to those that cover the entire System. Utility and Electricity Usage/Savings Assumptions (J) You ☒ HAVE ☐ HAVE NOT been provided with a savings estimate ("Estimate") based on your Contract. If you HAVE been provided with an Estimate, Provider states the following: Provider ☐ IS ☒ IS NOT guaranteeing these savings. Provider ☒ IS ☐ IS NOT using savings calculations that conform to the <i>SEIA Solar Business Code</i>. See Box M or www.seia.org/code. Your Estimate was calculated based on: ☐ Your estimated prior electricity use ☒ Your actual prior electricity use ☐ Your estimated future electricity use Your Estimate assumes the following: ☐ Years of electricity production from the System: _____ ☒ A current estimated utility electricity rate of <u>\$0.296</u> [cost per kilowatt-hour] during the year of System operation with estimated increases of <u>0.049</u> percent annually. Provider based this estimate on the following source(s): <u>utility rate information provided by the installer or the customer.</u> ☐ Your utility will continue to credit you for excess energy your System generates at ☐ ESTIMATED FUTURE ☐ CURRENT utility electricity rates. NOTE: It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Contract carefully for more details. Renewable Energy Certificates (RECs) (K) You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable solar energy to a third party (which may be the Installer) depending on the laws of your state. Under terms of the Contract, any RECs created by the System ☐ WILL ☒ WILL NOT be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and Provider may

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

Cooling Off Period / Right to Cancel (L)

In addition to any rights you have under state or local law, you ☒ HAVE ☐ DO NOT HAVE the right to terminate the Contract without penalty no less than three business days from the date of this transaction by notifying Provider in writing at the above address. Consult your agreement for specific terms.

SEIA Solar Business Code (M)

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

Additional Disclosures or Terms (N)

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

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

Buyer's Name: DANIEL FITCH

Signature:

Date:

Co-Buyer's Name (if any):

Signature:

Date:

Individual Completing This Form:

Name: John Santo Salvo

Title: Authorized Signatory

Date:

Signature: 

Company: Sunnova Energy Corporation

ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Solar Service or Solar Purchase Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my monthly payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows preauthorized payments from my designated Bank Account or Credit Card Account ("Account") to Sunnova Energy Corporation or its designees ("You").

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

1. AUTHORIZATION

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify Sunnova at customerservice@sunnova.com or by calling us at **1-855-277-6379**. If Sunnova incurs any fees as a result of inaccurate or out of date information, Sunnova will bill me for those charges.

2. REJECTED PAYMENTS

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

3. BANK FEES

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

4. EARLY PAYMENT

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

5. RIGHTS REGARDING VARYING AMOUNTS

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

6. PROCEDURES UPON PAYMENT IN FULL

I understand that when my Agreement is paid off and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.



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

Buyer's Name: DANIEL FITCH

Signature:

Date:

Co-Buyer's Name (if any):

Signature:

Date: