



## Taking Charge of Your Energy

**\$0**

Upfront Payment

**0.189¢**

Cost Per kWh

**\$158.21**

Estimated Monthly Bill Year 1

With this agreement EverBright provides you the following



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



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



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

## Your System is designed to save you money

**7.11 kW**

System Size

**10,045 kWh**

Estimated Year 1 Production

**13,237 kWh**

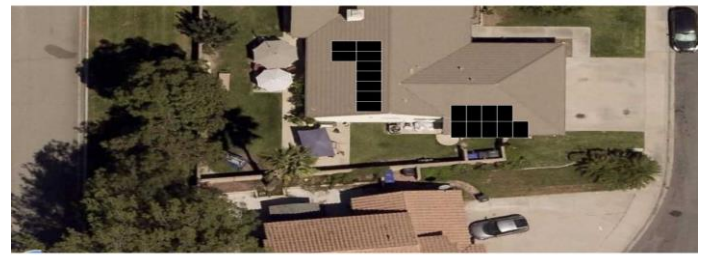
Estimated Annual Usage

**75.89%**

Estimated Offset

Your estimated 1st year of solar production equals:

**11,351** pounds of coal burned



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



## Power Purchase Agreement: Part I – Payment Terms & Summary

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

### Customer’s name & service address:

Property Owner (Customer):

Lora Brown

Property Address:

7400 HARVEST ST  
FONTANA, CA 92336

Owner Contact Information:

Customer:

Phone: 9096977055

Email: Poohb27lm@yahoo.com

Customer 2 (if any):

Customer 2 (if any):

Phone:

Email:

### Payment Terms:

Monthly Payment:\* **\$158.21**

Annual Percentage Increase: (the “Annual Increase”) **2.9%**

\*Plus applicable taxes and fees, if any.

## Frequently Asked Questions

### What services will we provide?

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

### What happens at the end of the Term?

- ⚙️ You may purchase the System as described in Part II, Section 7 of the Agreement; or
- ⚙️ You may ask us to remove the System at no cost to you, as described in Part II, Section 9(c) of the Agreement; or
- ⚙️ The Agreement may automatically renew for up to ten (10) one-year renewal terms as described in Part II, Section 9(a) of the Agreement.

### Can you end the Agreement early?




- ⚙️ The Term of the Agreement is 25 years. You are agreeing to buy all energy generated by the System through the Term.
- ⚙️ The only ways to end the Agreement early are if you sell your home or if you purchase the System as described in Part II, Section 7 of the Agreement.

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

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

### What happens if you want to sell your home?

You have three options if you sell your home as described in Part II, Section 6 of the Agreement:

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



**The Payment Terms outlined above are only valid if you sign and return the Agreement to us within thirty (30) days of June 21, 2023, which may be extended at our sole discretion.**

**By signing below, you agree that you:**

- ✓ Have read the entire Agreement including any/all Exhibits;
- ✓ Agree to all the terms of the Agreement and the Exhibits, including without limitation the arbitration provisions in Part II, Section 20 of the Agreement;
- ✓ Are eighteen (18) years of age or older;
- ✓ Unless signing as a co-signer, are either a United States resident or are not exempt from paying Federal U.S. income taxes;
- ✓ Are the owner of legal title to the home and that every person or entity with an ownership interest in the home has agreed to be bound by the terms of the Agreement;
- ✓ Have understood that EverBright has the right to obtain and use your consumer report;
- ✓ Agree that EverBright will make a final determination of your eligibility in its sole discretion;
- ✓ Acknowledge that you are responsible for making all payments under the terms of this Agreement;
- ✓ Acknowledge that EverBright will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- ✓ Acknowledge that you will continue to receive a monthly bill from your local utility;
- ✓ Acknowledge that the System is owned by EverBright and/or its assigns; and
- ✓ Acknowledge that you have been advised of your right to cancel this Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK



## California Right to Cancel Notice

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


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

### Your Signature(s)

Property Owner's Name (Customer):  
Lora Brown

Customer 2 (if any):

Signature:

DocuSigned by:  
  
C378BF179EE942B...

Signature:

Date:

7/1/2023

Date:

### TERMS OF AUTOMATIC RENEWAL

PROVIDED THAT (I) YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT (SEE PART II, SECTION 16) AND (II) YOU HAVE NOT GIVEN US WRITTEN NOTICE OF YOUR INTENT TO PURCHASE THE SYSTEM AT THE END OF THE TERM (AS DESCRIBED IN PART II, SECTION 7(A)), THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS WE RECEIVE NOTICE FROM YOU TO THE CONTRARY OR UNTIL THE MAXIMUM NUMBER OF RENEWALS IS REACHED.

TO PREVENT AN AUTOMATIC RENEWAL FROM OCCURRING, WE MUST RECEIVE FROM YOU WRITTEN NOTICE AT LEAST THIRTY (30), BUT NOT MORE THAN NINETY (90), CALENDAR DAYS BEFORE THE SCHEDULED COMMENCEMENT OF AN AUTOMATIC RENEWAL THAT YOU DO NOT WISH TO RENEW.

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

WE WILL SEND YOU A NOTICE AT LEAST THIRTY (30), BUT NOT MORE THAN SIXTY (60), CALENDAR DAYS PRIOR TO THE END OF THE TERM TO (I) REMIND YOU OF YOUR END OF TERM OPTIONS AND (II) DISCLOSE TO YOU THE MONTHLY PAYMENT FOR THE FIRST AUTOMATIC RENEWAL TERM AND THE RATE AT WHICH THE MONTHLY PAYMENT WILL AUTOMATICALLY ESCALATE FOR ANY FUTURE AUTOMATIC RENEWAL TERMS.


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

### Your Signature(s)

Property Owner's Name (Customer):  
Lora Brown

Customer 2 (if any):

Signature:

DocuSigned by:  
  
C378BF179EE942B...

Signature:

Date:

7/1/2023

Date:

## Power Purchase Agreement: Part II – Terms and Conditions

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

### 1. General

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

**By signing this Agreement, you confirm that you are:**

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

**(b) In-Service Date.** The “In-Service Date” is the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy, (ii) all permits necessary to operate the System have been obtained, (iii) the System has been interconnected with the local utility’s electric grid, (iv) all inspections, back-up documentation, and certificates required under applicable law or by the local utility have been provided to EverBright and (v) all conditions listed in Section 10 have been satisfied.

**(c) Term of Agreement.** The “Term” of this Agreement begins on the In-Service Date and runs for 25 years (300 full calendar months) plus, if the In-Service Date is not on the first day of a calendar month, the number of days left in that partial calendar month. If the In-Service Date is any day other than the first day of a calendar month, the resulting partial month is included along with the subsequent twelve (12) full calendar months in the first year of the Term. Each subsequent year of the Term begins on the first day of the calendar month immediately after the anniversary date of the In-Service Date.

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

### 2. Purchase and Sale of Energy

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

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

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

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

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



Monthly Payments are payable to us (i) by automatic withdrawal from your checking account or (ii) by check drawn on a United States bank account. By providing your automatic payment information where indicated on Exhibit D, you agree to make all Monthly Payments through an automatic payment from your checking account. Alternatively, if you choose to make your Monthly Payments in the form of a check, you will be required to pay the payment processing fee as set forth on Exhibit D. You agree to send Monthly Payments to us at the address shown on Exhibit D or to any other address or person specified in a written notice we send to you.

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

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

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

**(g) Data Usage and Disclosure.** We may combine the Energy usage data and System production and performance data with other data, including, without limitation, personally identifiable information (collectively, “Data”). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

Agreed and accepted  
by:

(Initials)

\_\_\_\_\_

(Initials)



### 3. Performance Guarantee

**(a) Guaranteed Output.** Subject to the conditions set forth in this Section 3(a), we guarantee that the System will generate, on a 24-month basis, no less than the output as set forth in Exhibit C (the "Guaranteed Output"). Subject to the conditions set forth in this Section 3(a), we will issue you a credit if the System does not generate the Guaranteed Output.

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

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

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

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

**(c) Actual Output and Credits.** On the 24-month anniversary of the In-Service Date and on every 24-month anniversary thereafter indicated on Exhibit C (each, a "Guarantee Date"), we will calculate the "Actual Output" of the System during the preceding 24-month period. For the purposes of this Agreement, "Actual Output" shall mean the amount of Energy generated by the System to date plus any kWh for which you have previously received a credit. Subject to Section 3(a), if the Actual Output is less than the Guaranteed Output for that Guarantee Date set forth on Exhibit C, we will issue you a credit. This credit will be calculated by subtracting the Actual Output for that Guarantee Date from the Guaranteed Output for that Guarantee Date, and multiplying the applicable Credit per kWh for that year set forth on Exhibit C. If the energy monitoring system is malfunctioning or otherwise inoperable for a period of time, we may calculate your Actual Output using the estimated kWh that would have likely been generated during that period based on the projected amount of Energy expected to be generated by the System.



Agreed and accepted  
by:

 (Initials)

\_\_\_\_\_ (Initials)

### 4. EverBright's Additional Obligations

**We agree to:**

- (a) utilize a web-based performance monitoring system to accurately measure the amount of Energy the System delivers to you;
- (b) maintain the System in good operating condition at our cost and expense;
- (c) insure the System against all damage or loss unless that damage or loss is caused by you, your guests, contractors or agents; and
- (d) operate the System in material compliance with all applicable laws and permits and local utility providers' requirements.

## 5. Your Additional Obligations

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

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



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

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

- (i) If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed on these payments, the sale of Energy, the property, or the transaction itself, and are paid by EverBright rather than you, you agree to pay or reimburse EverBright for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.
- (ii) In addition, you agree to reimburse EverBright for any taxes, including any associated interests and penalties, assessed on the System that EverBright may incur.
- (iii) To the extent that EverBright seeks reimbursement from you, you agree that EverBright may seek a full reimbursement from you for the total amount incurred by EverBright, impose a surcharge on your monthly invoice to recover the total amount incurred by EverBright over a period to be determined by EverBright, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by EverBright.

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



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

**(f) Access to the System.**

- (i) EverBright or its representatives shall give you reasonable notice of our need to access the Property whenever commercially reasonable. You grant to EverBright and our employees, agents, representatives, designees and independent contractors (and any inspectors under any state incentive program) the right to reasonably access all of the Property as necessary for the purposes of (A) operating, owning, repairing, maintaining, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing EverBright's rights as to this Agreement and the System; or (C) taking any other action reasonably necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after the expiration of this Agreement in order to provide EverBright with reasonable time to remove the System after the end of this Agreement.
- (ii) During the time that EverBright has access rights, you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with EverBright's access rights.

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

**(h) Monthly Payments.** You agree that the obligation to pay all Monthly Payments and all other amounts due under this Agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever, it being the express intent of the parties that all amounts payable by you hereunder shall be and continue to be payable in all events, including by your heirs and estate, and, except as set forth below in Section 10 and in the accompanying Notice of Cancellation, you hereby waive all rights you may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

**(i) Notices.** You agree to:

- (i) notify EverBright immediately upon your discovery of an emergency condition relating to the System, damage to the System or theft of the System;
- (ii) notify EverBright of the sale of your home (see Section 6 below); and
- (iii) notify EverBright before changing your electric power supplier.

See Section 20 for information about sending notices to EverBright.

## 6. Options When Selling Your Property

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

- (i) **Transfer this Agreement and the Monthly Payments.** If (A) the person(s) buying your Property meets EverBright's then-applicable credit requirements or (B) either you or the buyer pays us a \$250 credit check exemption fee, then the buyer may sign a transfer agreement assuming all of your rights and obligations under this Agreement, including the obligation to pay Monthly Payments. You will also be responsible for any related administrative charges we incur as a result of the transfer, such as filing, amending or terminating any UCC or fixture filings.
- (ii) **Purchase the System Outright.** Pursuant to Section 7 below.
- (iii) **Prepay the remaining Monthly Payments and Transfer only the Use of the System.** If you prepay the remaining Monthly Payments, the person(s) buying your Property will not have to meet any credit requirements and will only need to sign a transfer agreement to assume your rights and obligations (other than the obligation to make Monthly Payments through the Term) under this Agreement. The System stays at your Property; the buyer does not have to make any Monthly Payments through the Term but otherwise will be required to comply with the remainder of this Agreement and EverBright's obligations under this Agreement will continue through the remainder of the Term and as described in Section 9.

**(b)** If you sell your Property, you must notify us, in writing, at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled closing date indicating which of the options in Section 6 (a) you have chosen.

**(c)** If you (or your estate or your heirs, as applicable) sell your Property and do not comply with one of the options in Section 6(a) above, you will be in default under this Agreement. (See Sections 16 and 17)

## 7. Options to Purchase the System

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

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

**(b)** To purchase the System pursuant to Section 7(a), you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment to EverBright within thirty (30) days of receiving an invoice from EverBright for the purchase price.

**(c)** The purchase price you will pay for the System ("Buyout Price") shall be the greater of: (i) the System's appraised fair market value ("Fair Market Value") at such time; or (ii) the amount set forth in the "Minimum Buyout Price" column on Exhibit B that corresponds with the year in which the purchase is to occur, plus all applicable taxes and fees relating to the purchase and sale of the System. EverBright will determine Fair Market Value by referencing sources such as an industry guide listing retail prices of used photovoltaic systems installed in your local utility district that are the same as (or substantially similar to) the System, or if none, by use of an appraisal prepared by an independent appraiser at EverBright's expense. The independent appraiser will, on a desktop basis, assume the System will be exchanged between a willing and informed buyer (taking into account an assumption by the buyer of the remaining obligations under this Agreement) and a willing and informed seller, taking into account current and projected market conditions.

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



## 8. Option to Prepay Agreement

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

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

**(c)** If you exercise the option to pay the Prepayment Price, any obligations under this Agreement will continue through the remainder of the Term and as described in Section 9.

## 9. Options at the End of the Term

**(a) Automatic Renewal.** Provided that (i) you are not in default under this Agreement (see Section 16) and (ii) you have not given us written notice of your intent to purchase the System at the end of the Term (as described in Section 7(a)), this Agreement shall automatically renew at the end of the Term for one (1) additional one (1) year renewal term ("Automatic Renewal Term") at a Monthly Payment equal to the Monthly Payment for year 25. The Agreement will continue to renew for

a maximum of ten (10), one (1) year Automatic Renewal Terms escalating annually at the applicable Annual Increase rate, unless and until we receive from you written notice. See Section 20 for information on how and where to send the written notice. The notice must be received at least thirty (30), but not more than ninety (90), calendar days before the scheduled commencement of an Automatic Renewal Term that you do not wish to renew. EverBright will send you a notice at least sixty (60) days prior to the end of the Term to (i) remind you of your end of term options, and (ii) disclose to you the Monthly Payment for the first Automatic Renewal Term and the rate at which the Monthly Payment will automatically escalate for any future Automatic Renewal Terms.

**(b) Purchase the System.** You also have the right to purchase the System at the end of the Term. See Section 7 for a detailed explanation

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

**(d)** If at the end or termination of this Agreement you are in default (see Section 16), and EverBright removes the System from your Property, then you agree to pay EverBright the reasonable expense of removing the System from your Property.

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



## 10. Termination Rights Prior to Installation of the System

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

- (i) completion of the engineering site audit (a thorough physical inspection of the Property, including if applicable geotechnical work), and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) confirmation of availability of rebates, tax credits, renewable energy credits and other incentives in the amount used to calculate the Energy Price and Monthly Payment amounts set forth in this Agreement;
- (iii) your meeting our credit underwriting criteria then in effect;
- (iv) confirmation that EverBright will obtain all applicable benefits referred to in Section 12;
- (v) receipt of all necessary zoning, land use and building permits; and
- (vi) completion of any renovations, improvements or changes reasonably required on the Property, at your sole cost and expense (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

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

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

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

## 11. Assignment

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

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

## 12. Our Ownership of the System; Tax Credits and Rebates

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

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

## 13. Loss or Damage; Insurance

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

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

## 14. Force Majeure; Casualty

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

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

## 15. Limitation of Liability

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

## 16. Default

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

- (a) We have not received two or more consecutive Monthly Payments in full by their payment due dates;
- (b) You or any guarantor makes an assignment for the benefit of creditors, admits in writing your (or any guarantor's) insolvency, a bankruptcy petition is filed by or against you or any guarantor, or you or any guarantor is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity;
- (c) You have provided any false or misleading financial or other information to obtain this Agreement;
- (d) You (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the System without EverBright's prior written consent;
- (e) You fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, including, but not limited to, making any alterations to the System) and such failure continues and is not corrected for a period of fifteen (15) days after written notice; or
- (f) In the event of any foreclosure on your Property not stayed at least thirty (30) days prior to any sale.

## 17. Additional Action After Default

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

- (a) terminate this Agreement;
- (b) take any reasonable action to correct or cover your default and/or to prevent or reduce our loss (including without limitation costs of repairing damage to the System for which you are responsible); any amount we pay will be added to the amount you owe us and will be immediately due;
- (c) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (d) proceed, by appropriate court or other action, to enforce performance of this Agreement and/or to recover damages for your default (including without limitation our court costs, attorneys' fees, and other expenses relating to your default, to the fullest extent allowed by law);
- (e) turn off or take back the System by legal process or self-help, but we may not breach the peace or violate the law;
- (f) recover from you a payment equal to Prepayment Price plus all taxes, late charges, penalties, interest and all other sums then accrued or due and owing to EverBright. After we receive this amount from you, we will automatically convey the System to you on an "AS IS, WHERE IS" basis; and
- (g) use any other remedy available to us in this Agreement or by law or in equity.

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

## 18. Warranties

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

- (i) **Workmanship Warranty.** We warrant our work and the System for a period of ten (10) years after In-Service Date (the “Warranty Period”), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or work covered under this Agreement.
- (ii) **Roof Penetration Warranty.** We warrant that roof penetrations made by the System and impacting the Property’s roof will be weather-tight for a period of ten (10) years after installation.
- (iii) **Damage Warranty.** We will either repair or reimburse you for damage we cause during installation to the Property, your belongings or your property, as limited by Section 18(b).

(b) **Warranty Exceptions and Exclusions.**

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

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

You must notify us promptly and in writing of any claim under the Installation Warranty as outlined in Section 20 below.

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

## 19. Governing Law

The laws of the state where your Property is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate (see Section 20 below).

## 20. Dispute Resolution; Arbitration; Class Action Waiver

**Informal Dispute Resolution.** The parties agree to first try to resolve informally and in good faith any dispute. Accordingly, you agree to send a written notice of the dispute to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or [support@myeverbright.com](mailto:support@myeverbright.com) or, upon written notice to you, to any address that is later designated by us. We (including our agents, representatives and designees) will send a written notice of dispute to your address listed on page 2 of the Agreement. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If you claim deficiencies in the System’s installation or performance, you must allow us to visually inspect the System and obtain or download pertinent performance data from the System.



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

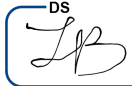
TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE AGREEING TO HAVE DISPUTES DECIDED BY AN ARBITRATOR AND ARE WAIVING THE RIGHT TO A TRIAL IN COURT OR BY JURY. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY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

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

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

Agreed and accepted  
by:  (Initials)  
\_\_\_\_\_ (Initials)

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

Agreed and accepted  
by:  (Initials)  
\_\_\_\_\_ (Initials)



## 21. Notices

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party agrees that a document sent via PDF is deemed to be the same as an original document. Notices from you must include your name, the Property Address shown on page 2 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. You agree to send written notices to EverBright at 700 Universe Boulevard, Juno Beach, FL 33408 or [support@myeverbright.com](mailto:support@myeverbright.com) or, upon written notice to you, to any address that is later designated by us. We will send notices to you using the email or Property Address shown on page 2 of this Agreement unless and until we receive written notice from you of a change to your email or mailing address. You agree that our agents, representatives and other designees may communicate with you directly on our behalf for all purposes relating to the System or this Agreement, including any notices regarding claims we may have.

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

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

## 22. Privacy/Publicity

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

Agreed and accepted  
by:

(Initials)

(Initials)

## 23. Waiver

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

## 24. 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.

## 25. Personal Information and Privacy Policy

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





## 26. Monitoring and Recording Telephone Call

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

## 27. Calling Agreement

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

Agreed and accepted  
by:

 (Initials)

\_\_\_\_\_ (Initials)

REST OF PAGE INTENTIONALLY LEFT BLANK



## 28. Entire Agreement; Survival; Changes; Joint and Several Liability

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

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



After the termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or expiration shall survive, including, without limitation, Sections 5, 12, 15, 17, 18 and 20.

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

### Office Use Only Approved by:

Date:

June 21, 2023

Title:

President, EverBright, LLC

Signature:

Print Name:

Daniel Lotano



**EXHIBIT A TO POWER PURCHASE AGREEMENT (Copy 1)**

**NOTICE OF CANCELLATION**

**June 21, 2023**

**You may CANCEL this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the above date.**

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

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

**If you do make the goods available to the seller and the seller does not pick them up within 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, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright, 700 Universe Boulevard, Juno Beach, FL 33408, NOT LATER THAN MIDNIGHT OF July 06, 2023.**

**I hereby cancel this transaction.**

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Applicant’s Signature)**



**EXHIBIT A TO POWER PURCHASE AGREEMENT (Copy 2)**

**NOTICE OF CANCELLATION**

**June 21, 2023**

**You may cancel this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the above date.**

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

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

**If you do make the goods available to the seller and the seller does not pick them up within 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, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EverBright, 700 Universe Boulevard, Juno Beach, FL 33408, NOT LATER THAN MIDNIGHT OF July 06, 2023.**

**I hereby cancel this transaction.**

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Applicant’s Signature)**

**EXHIBIT B TO POWER PURCHASE AGREEMENT**  
**SCHEDULE OF VALUES**

<b>Year</b>	<b>Monthly Payment (including Annual Increase)</b>
1	\$158.21
2	\$162.80
3	\$167.52
4	\$172.38
5	\$177.38
6	\$182.52
7	\$187.81
8	\$193.26
9	\$198.86
10	\$204.63
11	\$210.57
12	\$216.67
13	\$222.96
14	\$229.42
15	\$236.07
16	\$242.92
17	\$249.97
18	\$257.21
19	\$264.67
20	\$272.35
21	\$280.25
22	\$288.37
23	\$296.74
24	\$305.34
25	\$314.20



**EXHIBIT B TO POWER PURCHASE AGREEMENT**

**SCHEDULE OF VALUES**

<b>Year</b>	<b>System Prepayment Price <sup>1</sup></b>	<b>System Buyout Price <sup>2</sup></b>
1	\$36,118.72	N/A
2	\$35,972.43	N/A
3	\$35,760.83	N/A
4	\$35,478.88	N/A
5	\$35,121.26	N/A
6	\$34,682.37	\$34,682.37
7	\$34,156.23	\$34,156.23
8	\$33,536.42	\$33,536.42
9	\$32,816.30	\$32,816.30
10	\$31,988.66	\$31,988.66
11	\$31,045.92	\$31,045.92
12	\$29,980.22	\$29,980.22
13	\$28,782.95	\$28,782.95
14	\$27,445.29	\$27,445.29
15	\$25,957.73	\$25,957.73
16	\$24,310.17	\$24,310.17
17	\$22,491.96	\$22,491.96
18	\$20,492.03	\$20,492.03
19	\$18,298.40	\$18,298.40
20	\$15,898.48	\$15,898.48
21	\$13,278.99	\$13,278.99
22	\$10,426.02	\$10,426.02
23	\$7,324.57	\$7,324.57
24	\$3,959.08	\$3,959.08
25	\$312.90	\$312.90

<sup>1</sup> Per Section 8(b), in addition to the values listed, the Prepayment Price also includes accrued but unpaid sums and additional applicable taxes. The values listed assume that prepayment occurs in month 12 of the applicable year. Actual prepayment amount will be calculated based on the number of payments made and the number of payments that remain.

<sup>2</sup> Per Section 7(c), the price you will pay to purchase the System will be the greater of the System’s Fair Market Value and the amount shown above as the Minimum Buyout Price.



**EXHIBIT C TO POWER PURCHASE AGREEMENT**  
**GUARANTEED OUTPUT**

<b>End of Year</b>	<b>Credit per kWh if Guaranteed Output is not met <sup>3</sup></b>	<b>Guaranteed Output (in kWh)</b>
2	\$0.192	17,034
4	\$0.206	16,864
6	\$0.220	16,696
8	\$0.235	16,530
10	\$0.251	16,365
12	\$0.269	16,201
14	\$0.288	16,040
16	\$0.308	15,880
18	\$0.329	15,721
20	\$0.352	15,565
22	\$0.376	15,409
24	\$0.403	15,256

<sup>3</sup>The actual credit rate will be the weighted average \$/kWh for the applicable 24-month period.



**EXHIBIT D TO POWER PURCHASE AGREEMENT**

**Payment Method Election Form**

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

**Option 1: Automatic Electronic Recurring Payments**

\_\_\_\_\_ By checking this box, you acknowledge that:

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

\_\_\_\_\_ to be used for the automatic electronic payments.

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

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





**EXHIBIT D TO POWER PURCHASE AGREEMENT**

**Payment Method Election Form - Continued**

**Option 2: Check by Mail**


By checking this box, you acknowledge that:

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

Bank of America Lockbox Services  
 Lockbox 843033  
 1950 N. Stemmons Freeway, Suite 5010  
 Dallas, TX 75207

If you elect to pay by check, you will pay a fee of \$7.50 for each Monthly Payment received. **WE WILL WAIVE THIS PAYMENT PROCESSING FEE IF YOU MAKE YOUR PAYMENTS VIA AUTOMATED CLEARING HOUSE BY AUTHORIZING US TO APPLY AUTOMATIC ELECTRONIC PAYMENTS FROM YOUR BANK ACCOUNT.**

- Fees:**
- 1. **Returned Check Fee:** \$35 (or such lower amount as required by law) for any check or electronic fund transfer or other payment that is returned or refused by your bank.
  - 2. **Late Payment Fee:** If you fail to make any payment when due, we will impose a late fee equal to the lesser of (i) one and half percent (1.5%) per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law.
  - 3. **Check by Phone Fee:** We will allow an option to pay your Monthly Payment by phone. The fee for such service is \$9 (or such lower amount as required by law) for any check payment processed over the phone.

DocuSigned by:  
  
 C378BF179EE942B...

\_\_\_\_\_  
**First Authorized Account Holder Signature**

Lora Brown

\_\_\_\_\_  
**Printed Name**

7/1/2023

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Second Authorized Account Holder Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**



**EXHIBIT E TO POWER PURCHASE AGREEMENT**

**DATA USAGE AND DISCLOSURE**

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

- a. Data Usage:** We may use Data for the following purposes (in each case to the extent permitted by law):
  1. to operate, maintain, provide, and enhance the System;
  2. for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings;
  3. to customize content and communications we may provide to you; and
  4. for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).
- b. Data Disclosure.** We will not disclose any Data other than in the following circumstances:
  1. where the Data does not contain personally identifiable information (including where Data has been deidentified);
  2. in order to provide our products or services to you (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us);
  3. if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies;
  4. if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others;
  5. to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers;
  6. to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and
  7. for any purpose for which you have provided your express consent.

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

Agreed and accepted  \_\_\_\_\_ **(Initials)**  
 by: \_\_\_\_\_ **(Initials)**



Date of Issuance: June 21, 2023

## SOLAR INSTALLATION AGREEMENT

**Installer: Bright Planet Solar, Inc. is a licensed C-10 in the State of California whose License Number is CA#1020761.**

This INSTALLATION AGREEMENT is entered into by and between:

**Property Owner: Lora Brown  
(Customer)**

**Customer 2:**

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

**Installer: Bright Planet Solar, Inc.** ("Installer," or "Contractor")

as of June 21, 2023 (the "Installation Agreement").

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

Installer: Bright Planet Solar, Inc.

Address:

103A Millbury St

Auburn, MA 01501

### 1. Installation

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

7400 HARVEST ST  
FONTANA, CA 92336

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

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

**(c) Approximate Start Date.** Installation will begin on approximately:

August 05, 2023 when the Installer commences Installation of the System at the Property.

**(d) Approximate Completion Date.** Installation will be completed on approximately:

August 10, 2023

### 2. Your Financial Obligations

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

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



### 3. Your Obligations

You agree to:

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

### 4. Installer's Obligations

#### (a) Design

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

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

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

#### (b) Installation, Insurance and Liability

Installer agrees to:

- (i) schedule the Installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans You review;
- (iii) give You reasonable notice when Installer or its contractors need to access the System and/or Your Property;
- (iv) keep Your Property reasonably free from waste materials or rubbish caused by Installer or its contractors' activities during the Installation process;
- (v) remove all of Installer's or its contractor's tools, construction / Installation equipment, machinery, waste materials and rubbish from and around Your Property prior to utility approval of the System;
- (vi) guarantee that any roof penetrations made for the System shall be completely weather-tight for a period of ten (10) years;
- (vii) return Your Property to a condition similar to its original condition at the completion of Installation, excluding normal wear and tear (subject to Excluded Services performed pursuant to Section 6 below);



- (viii) carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of a contractor's insurance coverage;
- (ix) be solely responsible for damage caused to Your Property, property of third parties, or bodily injury arising from the Installation caused by Installer or its agents; and
- (x) comply with any applicable licensing and permitting requirements under the applicable federal, state and local laws (subject to the terms set forth in Section 5 and Section 6 below).

**(c) Conditions to Installation**

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

**(d) Solar Provider**

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

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

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

- (i) remove or dispose of any hazardous substances that currently exist on Your Property;
- (ii) improve the construction of the roof of Your Property to support the System;
- (iii) remove or replace existing rot, rust or insect-infested structures;
- (iv) provide structural framing for any part of Your Property;
- (v) pay for or correct construction errors, omissions or deficiencies by You or Your contractors;
- (vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;
- (vii) upgrade Your existing electrical service;
- (viii) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System Installation;
- (ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;
- (x) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors or additional drawings required);
- (xi) paint electrical boxes or conduit at Your Property;
- (xii) provide any professional engineering services;
- (xiii) obtain or pay for homeowner's association review, permitting or fees; or
- (xiv) move items unassociated with the System around Your Property.

**6. Performance of Excluded Services**

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



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

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

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

## 7. Cancellation Performance of Excluded Services

You have a right to cancel this Installation Agreement by using the written statutorily mandated Notice of Cancellation included herein as Exhibit A within three (3) business days from the date You signed it. You acknowledge and agree that You have no ownership or lease rights to the System under this Installation Agreement.

## 8. Conflicts

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

## 9. Applicable Law; Arbitration

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

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

**(c) Arbitration of Disputes.** If the parties cannot resolve any such dispute informally and if either party requests, the other party agrees to arbitrate all disputes and claims arising out of or relating to this Installation Agreement, or any alleged or claimed oral or other agreement related to the System. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. Unless other state law procedures are available and elected, if the parties do not reach an agreement to resolve the dispute within 30 days after the Notice is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Installer will promptly reimburse You any arbitration filing fee and, except as provided in the next sentence, Installer will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by You or the relief sought by You is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then Installer will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to You that is equal to or greater than the value of what You requested in the arbitration, Installer will reimburse You for Your reasonable attorneys' fees and expenses incurred for the arbitration.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND INSTALLER ARE AGREEING TO HAVE DISPUTES DECIDED BY AN ARBITRATOR AND ARE WAIVING THE RIGHT TO A TRIAL IN COURT OR BY JURY. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is




found unenforceable, then the entirety of this arbitration clause shall be null and void (except for the jury trial waiver provision in the first sentence of this paragraph, which shall continue in full force and effect).

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

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

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

Agreed and accepted by:

 (Initials) \_\_\_\_\_ (Initials)

### 10. Miscellaneous Provisions

- (a) Property Ownership.** You represent and warrant that You are the owner of the Property.
- (b) Concealed Conditions.** To the best of Your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.
- (c) Roof Warranty.** If the Installation is to a roof, You acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.
- (d) Full and Unconditional Lien Release in the Event of Payment.** Upon satisfactory payment being made for any portion of the work performed, Installer, prior to any further payment being made, will furnish a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to the California Civil Code for that portion of the work for which payment has been made.

### 11. Term and Termination

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



## 12. List of Documents to be Incorporated into the Contract

The following documents will be incorporated into this home improvement contract: NA.

## 13. Note About Extra Work and Change Orders

Extra Work and Change Orders become part of the contract 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.

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. We may not enforce an extra work or change order against You 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 the progress payments or the completion date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation from work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**SEE EXHIBIT B. THE ATTACHED FORM OF CHANGE ORDER.**

## 14. Commercial General Liability Insurance (CGL)

- This Contractor does not carry commercial general liability insurance.
- This Contractor carries commercial general liability insurance written by Evanston Insurance Company. You may call Evanston Insurance Company at 8475726000 to check the Contractor's insurance coverage.
- This Contractor is self-insured.
- This Contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call (the insurance company or trust company or bank) at 8475726000 to check on the Contractor's insurance coverage or security.

## 15. Workers' Compensation Insurance

- This Contractor has no employees and is exempt from workers' compensation requirements.
- This Contractor carries workers' compensation insurance for all employees.

## 16. Notices

### (a) Mechanics Lien Warning

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





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

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

You will not get Preliminary Notices from your prime contractor or from laboreres who work on your project. The law assumes that you already know they are improving your property.

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

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

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

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

### **(b) Contractors State Licence Board**

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

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

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

For more information:

Visit CSLB's internet website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

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

### **(c) Notice of 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 it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

SEE EXHIBIT A, THE ATTACHED NOTICE OF CANCELLATION FORM.

**(d) Other Notices**

You are entitled to a completed filled in copy of this agreement, signed by both you and the Contractor, before any work may be started.

**NOTICE:** You have the right to require Installer to have a performance and payment bond.

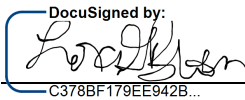
By signing this Installation Agreement, Customer acknowledges that:

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

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

**CUSTOMER SIGNATURE:**

Lora Brown

Signature:  \_\_\_\_\_  
C378BF179EE942B...

Date: 7/1/2023

**CUSTOMER 2 SIGNATURE (IF ANY):**

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

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

**INSTALLER: Bright Planet Solar, Inc.**

Signature:  \_\_\_\_\_  
15468848E6B8412...

Name: Alex Brighton



**EXHIBIT A TO SOLAR INSTALLATION AGREEMENT (Copy 1)**

**NOTICE OF CANCELLATION**

**June 21, 2023**

**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 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 Bright Planet Solar, Inc. at 103A Millbury St Auburn, MA 01501 not later than midnight of July 06, 2023.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Customer 2 Signature, if applicable)



**EXHIBIT A TO SOLAR INSTALLATION AGREEMENT (Copy 2)**

**NOTICE OF CANCELLATION**

**June 21, 2023**

**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 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 Bright Planet Solar, Inc. at 103A Millbury St Auburn, MA 01501 not later than midnight of July 06, 2023.**

**I hereby cancel this transaction.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Customer 2 Signature, if applicable)



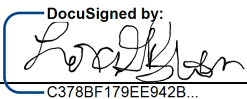
**EXHIBIT B TO SOLAR INSTALLATION AGREEMENT**

**FORM OF CHANGE ORDER**

This Change Order (the “**Change Order**”) number 69f179cd-01, dated this June 21, 2023, is by and between Bright Planet Solar, Inc. (“**Installer**”) and Lora Brown, (“**Customer**”) and is subject to the terms of that certain Solar Installation Agreement, dated as of June 21, 2023, between Installer and Customer. The entire Solar Installation Agreement is hereby incorporated by reference into this Change Order, *mutatis mutandis*. Any assignee of Installer shall be a third-party beneficiary of this Change Order and the Solar Installation Agreement.

**CUSTOMER SIGNATURE:**

Lora Brown

Signature:  \_\_\_\_\_  
C378BF179EE942B...

Date: 7/1/2023

**CUSTOMER 2 SIGNATURE (IF ANY):**

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

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

**INSTALLER: Bright Planet Solar, Inc.**

Signature:  \_\_\_\_\_  
15468848E6B8412...

Name: Alex Brighton



**Welcome Call Options:**

1. Installer can conduct the welcome call and upload the recording
2. Coordinate with our Support team to conduct the welcome call
  - a. Option 1 – Inbound Welcome Call – Available 6 a.m. – 8 p.m. PT; 833-830-0475 option 1.
  - b. Option 2 – Email [support@myeverbright.com](mailto:support@myeverbright.com) with the homeowner name, phone number and an exact date/time with a 2-hour window to call.

Questions	Answer Type
This call is being recorded for quality assurance purposes. May I continue with the call?	Yes or No
Am I speaking with Lora Brown?	Yes or No
Please confirm the address where the solar system will be installed is 7400 HARVEST ST, FONTANA, CA 92336?	Yes or No
Is your phone number (909) 697-7055 and is your email address Poohb27lm@yahoo.com?	Yes or No
Thank you, note that the Contract ID number on your agreement is 69f179cd.	
Have you received and reviewed your EverFixed Agreement and Right to Cancel?	Yes or No
The term of your agreement is 25 years. Is that correct?	Yes or No
Do you know that your estimated monthly payment of \$158.21 is fixed based on your estimated annual production of energy?	Yes or No
Do you understand that your estimated monthly payment may change if there are system design changes that occur before the installation of your system?	Yes or No
The annual percentage increase for your price per kilowatt hour is 2.90%. Is that correct?	Yes or No
Do you know that any projections regarding savings and future electricity prices are estimates?	Yes or No
Do you understand that you will have utility charges and may still have to purchase additional electricity from the utility?	Yes or No
Do you understand that if you live within 300 yards of a golf course, you will be responsible for the cost of repairs for any damages caused by golf balls?	Yes or No
Do you understand your options if you want to sell your home during the term of the agreement?	
<ol style="list-style-type: none"> <li>1. Transfer your agreement to the new homeowner who meets the credit requirements</li> <li>2. Transfer the agreement and pay a transfer fee if the new homeowner does not meet the credit requirements</li> <li>3. Purchase the system outright</li> <li>4. Prepay the remaining payments and transfer the use of the system to the new owner</li> </ol>	Yes or No

### Certificate Of Completion

Envelope Id: FFAD2EBE97D84A7AADC5140C623FD419  
Subject: EverBright EverFix - Customer Agreement for Lora Brown...  
Source Envelope:  
Document Pages: 63 Signatures: 9  
Certificate Pages: 5 Initials: 34  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
EverBright Financing  
Admin@goverbright.com  
IP Address: 35.155.221.143

### Record Tracking

Status: Original  
6/21/2023 12:38:32 PM

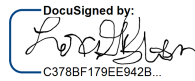
Holder: EverBright Financing  
Admin@goverbright.com

Location: DocuSign

### Signer Events

Lora Brown  
Poohb27lm@yahoo.com  
Teacher  
Security Level: Email, Account Authentication (None), Authentication

### Signature



Signature Adoption: Drawn on Device  
Using IP Address: 108.184.119.90  
Signed using mobile

### Timestamp

Sent: 6/21/2023 12:38:38 PM  
Resent: 6/30/2023 10:35:39 AM  
Viewed: 7/1/2023 8:02:43 AM  
Signed: 7/1/2023 8:24:09 AM

### Authentication Details

ID Check:  
Transaction: 31022766413635  
Result: passed  
Vendor ID: LexisNexis  
Type: iAuth  
Recipient Name Provided by: Recipient  
Information Provided for ID Check: Address  
Performed: 6/21/2023 9:24:35 PM

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

ID Check:  
Transaction: 31022979714905  
Result: passed  
Vendor ID: LexisNexis  
Type: iAuth  
Recipient Name Provided by: Recipient  
Information Provided for ID Check: Address,

Question Details:  
failed county.lived.single.real  
passed county.lived.single.real  
passed person.known.single.fake  
failed property.street.in.city.real  
passed property.county.real  
passed property.association.single.real

DOB  
Performed: 7/1/2023 8:02:22 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/3/2023 2:20:30 PM  
ID: e7f0f327-9264-4fde-9c62-643285f36a2a


Nate Trotter  
ntrotter@enlighthouse.com  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 174.192.10.141  
Signed using mobile

Sent: 7/1/2023 8:24:13 AM  
Viewed: 7/1/2023 4:19:39 PM  
Signed: 7/1/2023 4:20:01 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/1/2023 4:19:39 PM  
ID: 098bca15-a4f3-4482-91c5-161c8c11736c

Signer Events	Signature	Timestamp
Alex Brighton initialfunding@brightplanetsolar.com Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 76.27.12.197</p>	<p>Sent: 7/1/2023 4:20:05 PM Viewed: 7/1/2023 4:26:13 PM Signed: 7/1/2023 4:26:21 PM</p>

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/1/2023 4:26:13 PM  
 ID: 8112c46a-52c9-4ac0-816f-c2c011761e73

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	6/21/2023 12:38:38 PM
Certified Delivered	Security Checked	7/1/2023 4:26:13 PM
Signing Complete	Security Checked	7/1/2023 4:26:21 PM
Completed	Security Checked	7/1/2023 4:26:21 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, EverBright, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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

**How to contact EverBright, LLC:**

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

To contact us by email send messages to: david.villagra@nexteraenergy.com

**To advise EverBright, LLC of your new email address**

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from EverBright, LLC**

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

**To withdraw your consent with EverBright, LLC**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to david.villagra@nexteraenergy.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify EverBright, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by EverBright, LLC during the course of your relationship with EverBright, LLC.