

**THIS IS A COPY**

This is a copy view of the Authoritative Copy held by the designated custodian

Sunnova Home Solar Service
Easy Own Plan™ Equipment Purchase**EXHIBIT 5****RETAIL INSTALLMENT AND SECURITY AGREEMENT****TRUTH IN LENDING DISCLOSURES**

<u>Annual Percentage Rate</u>	<u>Finance charge</u>	<u>Amount Financed</u>	<u>Total of Payments</u>	<u>Total Sale Price</u>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of \$0.00
4.11 %	\$61,117.93	\$97,570.87	\$158,688.80	\$158,688.80

Security. You are giving a security interest in the System and Purchased Goods you are purchasing from us.**Late Charge.** If a payment is not received within 10 days after it is due, you will be charged \$10.00.**Prepayment.** If you pay off early you will not have to pay a penalty, and you will not be entitled to a refund of part of the prepaid finance charge.

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

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

<u>Payments</u>	<u>Amount of Each Payment</u>	<u>When Payments Are Due</u>
1-18	\$390.71	Monthly, beginning at least 30 calendar days after the earlier of the following dates: (i) the Interconnection Date, or (ii) the date that is 60 days after installation of the System is complete.
19-300	\$537.79	Monthly thereafter



NOTICE TO BUYER

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

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price (for the Project including the photovoltaic solar system, and all applicable installation fees, accessories, mounting hardware, and attachments and the Optional Services as described in the Home Improvement Agreement and/or Annex A)*	\$97,570.87
*Does not include applicable sales or excise taxes	
2. Sales and/or Excise Tax	\$0.00
3. Subtotal of above (1 plus 2)	\$97,570.87
4. Amount to be paid by you to public officials for official fees	\$0.00
5. Subtotal of all of the above (3 plus 4)	\$97,570.87
6. Cash Down Payment	\$0.00
7. Rebate	\$0.00
8. Other credit towards Cash Price	\$0.00
a.	\$0.00
b.	\$0.00
9. Prepaid Finance Charge	\$0.00
10. Amount Financed (5 minus 6 minus 7 minus 8 minus 9)	\$97,570.87

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

Buyer's Signature:

FRANCES JOHNSON
8557CB3155BC42A...

Co-Buyer's Signature:



BUYER NAME AND ADDRESS	FRANCES JOHNLOUIS 1286 Wheatland St Chula Vista, CA 91913	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	1286 Wheatland St Chula Vista, CA 91913	CONTRACTOR	Infinity Energy Inc. ,
CONTRACT ID	TU004920615	SALESPERSON	Collin Alvis HIS #: 124046 SP

INTRODUCTION

You, the Buyer and any Co-Buyer named above, may buy the photovoltaic system and the optional additional services or equipment, if any ("Optional Services" and together with your System, the "Project") described in the Home Improvement Agreement for cash (including without limitation cash loan proceeds from a third-party lender chosen by you) or on credit (through installment payments described in the preceding Truth-in-Lending Disclosures). The Optional Services may include the purchase of removeable personal property such as an electrical vehicle charger, generator, snow guard, or critter guard (collectively "Purchased Goods").

The cash price (excluding applicable sales and excise taxes) for the Project (including the costs of installation) is shown in the preceding Truth-in-Lending Disclosures in the "Itemization of the Amount Financed" as "Cash Price." By signing below, you represent that you have been quoted only one Cash Price for the Project.

In connection with this Retail Installment and Security Agreement (the "Agreement"), you also are entering into an agreement providing for certain operation and maintenance services and limited warranties for the System (collectively, the "Limited Warranty" or the "Warranty Agreement"). Further description and/or warranties for the Optional Services are provided in **Annex A** and are not included in the Warranty Agreement for the System.

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

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

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

TERMS AND CONDITIONS

1. Payments

Promise to Pay. You promise to pay \$97,570.87, the Amount Financed shown in the Truth-in-Lending Disclosures, plus \$0.00, the Prepaid Finance Charge shown in the "Itemization of the Amount Financed" in the Truth-in-Lending Disclosures. The Amount Financed includes sales tax of \$0.00. The Amount Financed plus the Prepaid Finance

Charge is referred to in this Agreement as the "Principal." In addition, you promise to pay finance charges on unpaid Principal at the annual rate of 4.11 %, according to the Annual Percentage Rate (the "APR") shown in the Truth-in-Lending Disclosures. Finance charges will begin to accrue on the unpaid Principal beginning on the date the System has been connected to the electrical grid (the "Interconnection Date") and continue thereafter for each day we are owed any Principal under



this Agreement.

Interest will begin to accrue on the unpaid Principal beginning on the earlier of the date the System has been connected to the electrical grid (the "Interconnection Date"), or the date that is 60 days after the installation of the System is complete, and interest will continue to accrue thereafter for each day we are owed any Principal under this Agreement.

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

Buyer's Initials

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

How Payments are Calculated and Applied.

We will apply payments, including without limitation required monthly payments, the Additional Payment as described below (if any), any optional prepayments, and other amounts we receive first towards unpaid charges, such as

late charges; then to any accrued but unpaid finance charges; then to any past due Principal; then to the current month's finance charges due; then to the current month's Principal due; before applying any such amounts towards the unpaid Principal.

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

Month 18 Additional Payment. For the eighteenth (18th) Payment Date, you may choose to make an additional payment of **\$25,368.43** (the "Additional Payment"). At least 30 days before it is due, we will notify you of the optional Additional Payment amount, as well as the amount of your nineteenth (19th) and all future payments if you choose not to make the Additional Payment. If you choose to make that Additional Payment, you must either separately authorize that payment automatically from your checking account, or you must make that payment in the form of cash or a check sent to us at our address specified above, or to any other address or person specified in a written notice we send to you, so that we receive the payment by the due date. You must also make your scheduled monthly payment along with that Additional Payment.

If you make your scheduled monthly payment plus the Additional Payment, we will forgive, and you will not be obligated to pay, the finance charges due on that Additional Payment amount (the "Deferred Finance Charge"), the amount of which is \$1,518.30.

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

If you choose not to make the Additional Payment, the amount of your remaining monthly payments, beginning with the nineteenth (19th) payment, will be calculated based on an amortization of the Principal balance remaining



at that time plus the finance charges due on that Additional Payment amount. As such, your remaining scheduled monthly payments will likely be larger than your initial 18 monthly payments.

For more information about your scheduled payments, and how making the Additional Payment will affect your scheduled monthly payments, see **Schedule 1**.

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

2. Prepayments

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

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

If you prepay some but not the entire amount due under this Agreement (each such prepayment, a "Partial Prepayment"), the Partial Prepayments will not affect the dollar amount or the due date of the required regular monthly payments (other than the amount of the final payment) unless we specifically agree in writing to a change to the payment schedule. However,

if you make any Partial Prepayments prior to the due date of the nineteenth (19th) Payment Due Date and choose not to make the Additional Payment described above, that Partial Prepayment may result in lowering the amount of the remaining monthly payments, beginning with the nineteenth (19th) payment. As indicated above, we will notify you of the optional Additional Payment amount, the amount of any finance charges forgiven, the amount of your nineteenth (19th) payment if you choose not to make the Additional Payment, and the amount of your remaining monthly payments at least 30 calendar days in advance of the due date of that nineteenth (19th) payment.

3. Voluntary Automatic Payments

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

4. Late charge

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

5. Returned Payment Charge

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

6. Security Interest

To secure your obligations under this Agreement, you give us a purchase-money security interest in the System and Purchased Goods, including without limitation all additions



to and replacements of any part of the System and Purchased Goods, whether existing now or in the future, all money or goods (proceeds) paid, delivered, or payable or deliverable for or in connection with the System and Purchased Goods, such as proceeds you receive from selling the System and/or Purchased Goods, and all System and/or Purchased Goods warranties. You also assign us your rights and remedies under the Warranty Agreement, including without limitation your rights to rebates, refunds, and another money or goods paid, delivered, or payable or deliverable in connection with such equipment manufacturers' warranties for the entire term of this Agreement and the Warranty Agreement. The security interest secures payment of all amounts owed under this Agreement and performance of your other promises in this Agreement.

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

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

7. Protecting the Security Interest

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

protecting or enforcing our security interest and rights in and relating to the System and Purchased Goods and this Agreement, upon our request to the extent permitted by applicable law.

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

8. Use of the System

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

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



Sunnova Home Solar Service
Easy Own Plan™ Equipment Purchase

operation of the System and Purchased Goods (e.g. not blocking access to the roof or removing a tree that is in the way);

- (ix) be responsible for the structural integrity of the Home where the System and Purchased Goods are installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that we are not responsible for any known or unknown property conditions;

Buyer's Signature:

DocuSigned by:

FRANCES JOHNSON

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Co-Buyer's Signature:

- (x) not remove any markings or identification tags on the System or Purchased Goods;
- (xi) permit us, after we give you reasonable notice, to inspect the System and Purchased Goods for proper operation as we reasonably determine necessary;
- (xii) use the System and Purchased Goods primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiii) not do anything, permit or allow to exist any condition or circumstance that would cause the System and Purchased Goods not to operate as intended at the Property;
- (xiv) not use the System and Purchased Goods for any unlawful purpose
- (xv) notify us if you think the System or and Purchased Goods are damaged or appears unsafe, are stolen, and prior to changing your power supplier;
- (xvi) obtain our written permission before making any changes to the System and/or Purchased Goods;
- (xvii) not sell, transfer, or lease the System and/or Purchased Goods, except for as provided in Section 21 below, or use it as security for a loan from another creditor;
- (xviii) not allow any other security interest or lien to attach to the System and/or Purchased Goods, whether by your action, inaction, or operation of law;
- (xix) give us written notice of any third party's claim to the System (including any part of the System) and/or Purchased Goods, or

any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System) and/or Purchased Goods, promptly after you first discover or have reason to suspect such a third party claim or attempt;

- (xx) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
- (xxi) return any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them; and
- (xxii) to procure and maintain adequate insurance coverage for the System and Purchased Goods. **You may obtain this insurance from anyone you want.**

9. Property Taxes and Fees

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

10. Title and Risk of Loss

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



and trademarks and any data generated by our monitoring system.

11. Default

You will be in default if: (a) you do not make any required payment in full when such payment is due; (b) you fail to perform any obligation under the Home Improvement Agreement; (c) you file a bankruptcy or similar petition or one is filed against you; (d) you sell your Home and do not pay off your obligations under this Agreement, or have the buyer of your current home assume the outstanding obligations under this Agreement (subject to the limitations as further set forth in Section 20 below); (e) you are in default under any loan obligation that is secured by your Home; (f) your Home is subject to a foreclosure sale; (g) your Home is taken through eminent domain; (h) you fail to pay any taxes and fees due on the System and/or Purchased Goods; or (i) you, or any Co-Borrower signing this Agreement, commit fraud, fail to keep any other promise in this Agreement, breach any obligation under this Agreement, or make any false or misleading representation in this Agreement or on the application relating to this Agreement.

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

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

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

the payment of all amounts owed under this Agreement, this Agreement will also terminate.

12. Additional Action After Default

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

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

13. Additional Agreements

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



Goods.

Waiver of Confidentiality of Residence

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

Personal Information and Privacy Policy.

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

Monitoring and Recording Telephone Call.

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

DocuSigned by:

Buyer's Signature:

FRANCES JOHNSON
8557CB3155BC42A...

Co-Buyer's Signature:

14. Each Person Responsible

Each person who signs this Agreement as a Buyer or Co-Buyer will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be obligated to pay all amounts owed

under this Agreement. We may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Agreement against your heirs or legal representatives.

15. Delay In Enforcing Rights

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

16. Notices and Consent to Electronic Communications

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

17. Force Majeure

In the event the System becomes inoperable or is destroyed due to a Force Majeure Event, your payment obligations under this Retail Installment and Security Agreement will be suspended until the System is repaired, and the terms of this Retail Installment and Security Agreement and the Warranty Agreement will be extended for an equivalent period of time; provided however, that (i) you provide notice to Contractor of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the term



extended only for the amount of time that Contractor may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same. **For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined in the Warranty Agreement.**

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

18. No Oral Agreements

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

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

19. Warranty

Certain system components are covered under the applicable equipment or manufacturer's

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

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

20. Accuracy of Information/Credit Reports

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

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

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

21. Assignment

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



may withhold in our sole discretion.

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

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

If you sell your Home, you must give us at least 30 days prior written notice. You acknowledge that we reserve the right to charge a transfer fee of \$250, which fee may be increased at any time to reflect any taxes, licenses, permits, costs, fees or charges that may be charged to Contractor and/or its subcontractors by any utility or governmental agency relating to the transfer of the System or services. Any assignment by you of this Agreement in violation of this provision shall be automatically null and void ab initio.

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

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

Buyer(s)' Initials

FJ

22. Governing Law

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Agreement is determined to be unenforceable or invalid, the

remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

23. Arbitration of Disputes

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

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

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

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

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by



a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

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

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

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (nonclass, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving

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

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

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING



RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

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

Buyer's Signature:

DESIGNED BY:
FRANCES JOHNSON
8557CB3155BC42A...

Co-Buyer's Signature:

24. Privacy/Publicity

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

Buyer's Initials

25. Headings and Interpretation

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

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

holidays should be excluded.

26. Indemnity

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

REST OF PAGE INTENTIONALLY LEFT BLANK



27. Right to cancel:

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

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

THREE DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)

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

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

FIVE-DAY RIGHT TO CANCEL FOR SENIOR CITIZENS

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

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

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

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



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

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

28. Signatures

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

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

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

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

Buyer's Name: FRANCES JOHNLOUIS

DocuSigned by:
Signature: FRANCES JOHNLOUIS
8557CB3155BC42A...

Date: August 6, 2022 | 18:06 MDT

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Infinity Energy Inc.

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

Date: August 6, 2022 | 17:07 PDT

**THIS IS A COPY**

This is a copy view of the Authoritative Copy held by the designated custodian

Sunnova Home Solar Service
 Easy Own Plan™ Equipment Purchase
SCHEDULE 1**ESTIMATED SCHEDULE OF MONTHLY PAYMENTS**

Months	Additional Payment Made		Additional Payment Not Made	
	ACH	No ACH	ACH	No ACH
1-18	\$380.71	\$390.71	\$380.71	\$390.71
19-300	\$380.71	\$390.71	\$527.79	\$537.79

Month 18 Additional Payment	\$25,368.43
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**THIS IS A COPY**

This is a copy view of the Authoritative Copy held by the designated custodian

Sunnova Home Solar Service
Easy Own Plan™ Equipment Purchase**EXHIBIT 1****NOTICE OF CANCELLATION (NOT SENIOR CITIZEN)**

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

Date of Sale: August 6, 2022 | 18:06 MDT

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

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

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

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

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

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

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

Buyer's Signature:

Co-Buyer's Signature:

FRANCES JOHNLOUIS

**THIS IS A COPY**

This is a copy view of the Authoritative Copy held by the designated custodian

Sunnova Home Solar Service
Easy Own Plan™ Equipment Purchase**DUPLICATE NOTICE OF CANCELLATION (NOT SENIOR CITIZEN)**

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

Date of Sale: August 6, 2022 | 18:06 MDT

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

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

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

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

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

Infinity Energy Inc.

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

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

Buyer's Signature:

Co-Buyer's Signature:

FRANCES JOHNLOUIS



NOTICE OF CANCELLATION (FOR SENIOR CITIZEN)

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

Date of Sale: August 6, 2022 | 18:06 MDT

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

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

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

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

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

Infinity Energy Inc.

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

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

Buyer's Signature:

Co-Buyer's Signature:

FRANCES JOHNLOUIS

Sunnova Home Solar Service
Easy Own Plan™ Equipment Purchase**DUPLICATE****NOTICE OF CANCELLATION (FOR SENIOR CITIZEN)**

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

Date of Sale: August 6, 2022 | 18:06 MDT

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

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

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

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

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

Infinity Energy Inc.

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

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

Buyer's Signature:

Co-Buyer's Signature:

FRANCES JOHNLOUIS

**Sunnova Home Solar Service**
Easy Own Plan™ Equipment Purchase**NOTICE OF CANCELLATION (FOR CONTRACTS WRITTEN FOR REPAIR OR RESTORATION)**

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

Date of Sale: August 6, 2022 | 18:06 MDT

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

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

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

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

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

Infinity Energy Inc.

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

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

Buyer's Signature:

Co-Buyer's Signature:

FRANCES JOHNLOUIS



DUPLICATE

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

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

Date of Sale: August 6, 2022 | 18:06 MDT

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

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

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

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

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

Infinity Energy Inc.

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

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

Buyer's Signature:

Co-Buyer's Signature:

FRANCES JOHNLOUIS



EXHIBIT 6

CALIFORNIA PLATINUM WARRANTY AGREEMENT

BUYER NAME AND ADDRESS	FRANCES JOHNLOUIS 1286 Wheatland St Chula Vista, CA 91913	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	1286 Wheatland St Chula Vista, CA 91913	CONTRACT ID	TU004920615

1. INTRODUCTION

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

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

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

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

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

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

2. LIMITED WARRANTIES

a. System Warranty

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

b. Roof Warranty

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

This Roof Warranty is separate from any additional warranty you may receive for a replacement roof as part of the Optional Services, if applicable, as provided in **Annex A**.

c. Repair Promise

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