Customer Name & Address	Installation Location	Date
	3830 Hickory Village Lane Shafter, CA, 93263	

This page contains a summary of the core Lease terms.

This document is only a summary, not a binding contract. The full terms and conditions are contained in the Lease itself, and they prevail over this summary.

$0	$ 203.50	25 Years
Amount due at contract signing and install	First Year Monthly Payment Amount	Agreement Term

Our Promise	You Agree
1. GAF Energy has installed or will install an estimated 4.510 kW DC solar system.	**1.** The System Owner owns and operates the Solar System. You cannot claim the system as yours for any purpose.
2. We estimate the system will produce 6,424 kWh in first year of operation.	**2.** You will return any documents we send you for e-signature, such as any permit and utility application forms, within (7) business days of receiving them.
3. There are no upfront fees. You do not pay any equipment or installation costs.	**3.** You will be responsible for any conditions at your Property that might disrupt a safe and efficient installation.
4. GAF Energy or its assignee (referred to as the "System Owner", "we", "our" "us" hereunder) owns the system, and you are agreeing to lease the Solar System at a predictable and transparent rate.	**4.** You will be reasonably available to schedule site visits, if needed.
5. Your First Year Monthly Lease Payment will be $ 203.50 per month.	**5.** Once the system is operating, you will receive two monthly electricity bills: one from your electric utility company (Pacific Gas & Electric Co) and one from the System Owner.
6. The Monthly Payment you pay under this Lease will rise 0.0 % per year for the Lease Term (See Exhibit B).	**6.** The solar system will provide power to offset household usage, but you may still incur monthly fixed or excess charges from your electric utility.
7. If the system does not produce as expected, this Lease provides a performance guarantee and will credit you the difference between guaranteed and actual production, subject to the terms and conditions hereunder (See Exhibit A-2).	**7.** You can transfer the Lease to a new homeowner.
8. Your Lease Agreement starts on the Interconnection Date (when your utility grants permission to operate the system **and** the system begins generating power, often also called "activation" or "permission to operate").	**8.** You cannot activate, remove, modify, or perform maintenance on the system without explicit authorization from the System Owner.
9. The term of this Agreement is 25 years.	**9.** You agree not to do anything to the property that would damage or otherwise obstruct the system's performance.
10. We have acquired or will acquire all necessary permits and approvals for safe installation and utility interconnection.	**10.** You agree to maintain and make available a functioning internet connection.
11. We have engineered and procured or will engineer and procure equipment in accordance with all applicable building codes and standards for your state and local jurisdiction.	
12. As long as you comply with this Lease, the System Owner warrants and will repair the system at no additional cost to you throughout the term.	

Homeowner:

Name: _____

Co-Homeowner (if any):

Name: _____

Certified Installer / Contractor:	GAF Energy LLC
Contractor Address:	1 Campus Drive Parsippany, NJ 07054
Contractor License Number(s):	_____ CA: 1062345B, C10, C46, C39 CO: ME.0030341, EC.0102273

This solar lease (this "Lease" or "Agreement") is the agreement between a Homeowner (and Co-Homeowner, if applicable) (Homeowner and Co-Homeowner and "you" and "your") and GAF Energy LLC, (together with its successors and assigns, "System Owner" or "we," "us" and "our"), entered into as of _____ ("Effective Date") covering the lease to you of the solar panel system described herein (the "System").

System Owner has caused or will cause the installation of a Solar System at your property located at:

3830 Hickory Village Lane

Shafter, CA, 93263

This Lease consists of the terms and conditions outlined in the table of contents and the following Exhibits:

- Exhibit A-1 Limited Warranty
- Exhibit A-2 Performance and Production Guarantee
- Exhibit B Monthly Payment Schedule and Federal Consumer Leasing Act Disclosure
- Exhibit C Reserved
- Exhibit D Electronic Funds Transfer or Credit Card Payment Authorization
- Exhibit E Fannie Mae B2-3-04
- Exhibit F Attached Condominium Structure Addendum
- Exhibit G Additional Products

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1. INTRODUCTION

This Lease is the agreement between you and System Owner as of the Effective Date, for the lease to you of the System.

System Owner will coordinate development and installation of the System at the location listed on the previous page, which address will be referred to herein as the "Property" or your "Home," that is constructed by your homebuilder ("Homebuilder") prior to your Interconnection Date (as defined below). This Lease is a lease only and not a contract for construction. In the event that you do not close escrow on the Home, this Lease will be cancelled automatically without penalty to you.

This Lease is up to twenty-six (26) pages long and has up to eight (8) exhibits. This Lease contains disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. System Owner provides you with a Limited Warranty for the System which is attached as Exhibit A-1 (Limited Warranty).

You may manage your obligations pursuant to this Lease and communications with System Owner regarding this Lease in System Owner's online customer portal. You will receive additional information regarding the online customer portal in a communication from the System Owner following your execution of this Lease.

This Lease is a legally binding agreement, so please read everything carefully including all of the Exhibits. You are entitled to a completely filled out copy of this Lease signed by both you and System Owner at any time. If you do not meet your contractual obligations under this Lease, you may lose your rights to the System.

If you have any questions regarding this Lease, please contact us by phone at 408-216-7244 or via email at HomeBuyerSupport@gaf.energy.

We are responsible for the design, permitting, construction, installation, testing, and activation of the System on your Home. Please be advised that your System cannot be activated until your local utility has issued its approval to interconnect your System.

You represent and warrant to System Owner that on or prior to the Interconnection Date (as defined below) (a) you are the owner of the Property (that is, the owner of so-called fee title, and not a tenant), and (b) excluding your Homebuilder and mortgage lender, if applicable, any other owners of the Property have acknowledged this Lease by execution hereof.

Shortly before the Interconnection Date (as defined below), the System Owner, its certified installer or subcontractor (together with the local utility, if necessary) will connect the System to the grid, and test the operation of the System. IF THE SYSTEM IS INSTALLED DIFFERS FROM THE "SYSTEM DESCRIPTION" BELOW BUT INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT, YOU WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS LEASE.

The Fannie Mae B2-3-04 compliance information is attached as Exhibit E.

If the Home is an attached condominium, then the provisions of Exhibit F entitled (Attached Condominium Structure Addendum) shall control any contrary provisions in this Lease.

This Lease includes only a lease of the System. By initialing below, you confirm that you have made no payments to the system installer or Home Builder with respect to the System prior to executing this Lease.

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

2. LEASE TERM

System Owner agrees to lease you the System for a minimum of twenty-five (25) years (300 full calendar months) following your Interconnection Date. We refer to this period of time as the "Lease Term." Your Lease Term starts upon the "Interconnection Date," which is the date that all of the following things have happened:

(a) the System has been approved by your utility to be connected to the utility grid and begins generating power;
(b) the System has been placed into operation;
(c) all approvals needed to operate the System are in place; and
(d) you hold so-called fee title to your Home.

You agree that upon the occurrence of items (a) through (d) above, you have accepted the System for the purpose of this Lease. System Owner will notify you of your Interconnection Date.

Approximate Interconnection Date.

The time between the close of escrow on your Property and Interconnection Date will vary depending on a number of factors, some outside the control of System Owner and/or its subcontractors. These factors include the process for obtaining approvals for utility interconnection, approval for parallel operation by the applicable public utility, any applications for any Tax Credits as defined in Section 4 below, and/or compliance with any applicable statute, regulation, permit, restriction, tariff, by-law (zoning or otherwise), guideline, injunction, or judgment enforced by any applicable authority (the "Applicable Laws").

Your System requires review and approval by your utility. Review and approval of your application may take 1-3 months or more to complete. System Owner and/or its certified installers will work with you to complete this process as quickly as possible. The utility review is dependent on several factors, some unbeknownst to System Owner and its certified installers and are subject to change. System Owner makes no representation or warranty as to the accuracy of any utility approval time length estimate. You expressly acknowledge that you did not rely on any express or implied representation made by System Owner of any approval time length estimate when executing this Lease and that it takes several months to complete the Interconnection of your System.

The installation shall be deemed completed upon the Interconnection Date.

3. SYSTEM DESCRIPTION; ADDITIONAL PRODUCTS (IF ANY)

Estimated Solar System Size: 4.510 kW DC
Photovoltaic Modules: - High efficiency all-black solar panels - From any System Owner-approved manufacturer, including but not limited to Canadian Solar, QCells (Hanwha), Trina, LG Electronics, Silfab, ET Solar, REC, URECO, Yingli, Panasonic, Mission, Jinko, and VSUN
Inverter: - May be a microinverter, string inverter, or optimized string inverter - From any System Owner-approved manufacturer, including but not limited to Enphase, SolarEdge, Tesla or equivalent
Racking and Balance of Materials required for System installation

Additional Product(s):

☑ INCLUDED

☐ NOT INCLUDED

As described in Exhibit G hereto

By initialing below, you confirm your acceptance of the above-described System:

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

4. LEASE PAYMENTS; SCHEDULE AND AMOUNTS; PREPAYMENT

a. Monthly Payments

Your monthly Lease payment (plus any sales tax, if applicable), as set forth in Table 1 of Exhibit B attached hereto (the "Monthly Payment") will be due on the same day every month (the "Due Date"). Your first Due Date will be provided on your first invoice from System Owner, and will be approximately thirty (30) calendar days after the Interconnection Date (but no less than fifteen (15) calendar days following your receipt of invoice). If your Due Date falls on the twenty-ninth (29th) through thirty-first (31st) day of the month, it will be adjusted to be on the first (1st) day of the following month. Invoices for Monthly Payments will be provided on or around fifteen (15) calendar days prior to your Due Date each month.

Automatic payments will be processed on your Due Date unless otherwise approved by System Owner. The above-listed Monthly Payment amount assumes you will make automatic payments as described in Exhibit D (Electronic Funds Transfer or Credit Card Payment Authorization). If you pay by any method besides automatic payments, you will lose the discount for automatic payments and your Monthly Payment will be increased by fifteen dollars ($15.00). If you pay by credit card, a pass-through processing fee will be added to your Monthly Payment that is not for the benefit of System Owner.

If you agree to ACH payments, you agree to pay System Owner all amounts owed pursuant to the Agreement via electronic funds transfer. You agree to sign the Electronic Funds Transfer or Credit Card Authorization attached as Exhibit D to this Agreement.

Electric energy delivered to you from the System shall not be considered a resale of retail sale of energy and you agree that System Owner is not providing you with service as a competitive retail electric supplier or third party supplier.

b. Additional Payment Requirements

In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

(i) Returned Check Fee: In the event your payment does not clear, you will be assessed the amount of the bank's applicable dishonored check fee for any check or withdrawal right that is returned or refused by your bank;

(ii) Late Fee: In the event you fail to timely pay amounts when due, you will be assessed a late payment fee of $25 (or such lower amount as required by applicable law) per month beginning on the twentieth (20th) day after the date the payment was due and continuing until paid in full. Late payments hereunder may be reflected in your credit report.

c. Taxes

If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed related to this Lease, the System or the sale of electric energy (other than with respect to taxes on income from the System), you agree to pay the applicable taxes. Thus, if tax rates change, your Monthly Payment to System Owner may change to reflect this rate change. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. If any such taxes are paid by System Owner, you agree to pay or reimburse System Owner for all such taxes, except to the extent that you are prohibited from doing so by applicable law.

d. Prepayment

At any time, you may prepay all of the expected Monthly Payments you will owe System Owner during the remaining portion of the Term. The prepayment shall equal the remaining Monthly Payments for the current and remaining years of the Term, discounted by five percent (5%), as set forth as the "prepayment price" in Exhibit B (Federal Consumer Leasing Act Disclosure and Monthly Lease Payment Schedule). System Owner's obligations under this Lease will not change if you make a prepayment pursuant to this Section, and you will remain responsible for all non-Monthly Payment obligations contained herein.

e. Credit Check

System Owner may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from System Owner and other companies by emailing newhomenotices@gaf.energy.

You authorize System Owner or its designee to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with System Owner's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

f. Acknowledgement

EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU AGREE THAT THIS IS A NET LEASE AND 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 SECTIONS 6 AND 27, 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.

5. LEASE OBLIGATIONS

a. System, Home and Property Maintenance. You agree to:

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

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

(iii) keep the panels and modules clear and protect the System from debris, animals, and infestation pursuant to the Limited Warranty;

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

(v) be responsible for any conditions at your home that affect the installation, repair, and maintenance (e.g. blocking access to the roof or removing a tree that is in the way);

(vi) following the closing of the home sale to you, be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications including maintaining structural and electrical systems necessary to support the System. You agree that System Owner and its Certified Installer are not responsible for any known or unknown property conditions;

(vii) be responsible for compliance with all requirements, rules and regulations of any homeowner's association governing the Home. You agree that, in the event a homeowner's association denies an application or other document related to the System, and you direct System Owner or its Certified Installer to proceed despite such denial, you will be responsible for all responsibility relating to the homeowner's association;

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

(ix) permit System Owner, its employees, agents, and contractors, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

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

(xi) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(xii) notify System Owner promptly and immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;

(xiii) consent to, authorize, and direct System Owner access to use any data that may be obtained or generated by System Owner in operating the System for System Owner's business purposes;

(xiv) consent to, authorize, and direct System Owner to disclose your data and personal information from the System to one or more third parties for System Owner's business purposes, including but not limited to sharing your personal information as necessary to qualify for Tax Credits;

(xv) consent to, authorize, and direct System Owner and its subcontractors, vendors, and partners to access, use, and disclose data obtained or generated by System Owner in operating the System. This data includes but is not limited to, the production data of your System, energy usage patterns, and any other information that may be derived from the operation and monitoring of your System ('System Data'). You understand that this System Data may potentially be used in ways that could identify your home and energy usage trends. System Data may

be used for System Owner's business purposes, including but not limited to optimizing system performance, understanding energy usage patterns, qualifying for Tax Credits, and improving services. System Data may also be shared with third parties, including but not limited to inverter manufacturers, Renewable Energy Certificate (REC) brokers, enterprise affiliates, or other similar partners, for the purposes of providing, improving, and facilitating services associated with your System;

(xvi) authorize System Owner to utilize the electricity generated by the System to engage in any utility "demand response" and similar programs that set rules concerning solar and battery equipment like the System. These "demand response" and similar programs may maximize any Tax Credits and curtail load stress on the grid, including but not limited to time-of-use pricing, critical peak pricing, critical peak rebates, and variable peak pricing. Any such "demand response" grid services that are applicable to your System may be rendered and delivered as soon as service commences, and your execution of this Agreement also means that you, and we, are subject to those programs and requirements. We may manage the System's "demand response" participation and compliance using a third-party vendor. System Owner will continue to comply with the terms and conditions set forth in this Agreement and the exhibits;

(xvii) cooperate fully with System Owner and its certified installer's efforts in seeking utility interconnection approval, parallel operation approval, and any net metering and/or Incentive Credits, if applicable. This duty to cooperate includes, but is not limited to, the duty to return signed any documents System Owner or its Certified Installer sends you for signature within seven (7) business days of receiving them;

(xviii) authorize System Owner to maintain control of the System and all applicable electrical panels and conduits on your Property for the purposes of working with a system operator or utility to facilitate interconnection to support System Owner's application for Tax Credits;

(xix) authorize System Owner or its Certified Installer to install critter guard to help protect the system from pests, animals, and infestation that can damage components of the system; and

(xx) maintain and make available, at your cost, a functioning indoor Internet connection, standard AC power outlet and other equipment necessary to maintain system monitoring connectivity. Disruptions to system monitoring connectivity may impact your system production guarantee.

b. System Construction, Repair, Insurance, and System Owner Obligations. System Owner agrees (and, as applicable, agrees to cause our Certified Installer) to:

(i) schedule the installation of or site visits related to the System at a mutually convenient date and time;

(ii) construct the System according to written plans you review that provides a detailed description of work to be done;

(iii) notify you if the System design has to be materially changed so that you can review any such changes;

(iv) clean up after ourselves during the construction of the System;

(v) insure the System against all damage or loss unless (A) that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5; (B) that damage is caused by your gross negligence; or (C) you intentionally damage the System. Upon damage or destruction to the System, you will not be entitled to insurance proceeds. In cases where System Owner bears the risk of loss, your sole remedy shall be listed under Exhibit A-1 (Limited Warranty);

(vi) not be a loss payee (nor named insured) on the insurance policy covering your Home;

(vii) be responsible for risk of loss or damage to the System unless (A) that damage or loss is caused by your gross negligence, (B) you intentionally damage the System, or (C) that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5;

(viii) require its certified installers to maintain (A) workers compensation, subject to state statutory limits, (B) Employers liability, with a minimum of one million ($1,000,000) dollars per occurrence; (C) Commercial general liability, in an amount not less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars annual aggregate; (D) Commercial automobile liability, in force either for a Combined Single Limit or per accident and Property Damage limit of one million ($1,000,000) dollars; (E) Any other insurance as required by applicable laws and regulations;

(ix) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;

(x) not put a lien on your Home or Property; and

(xi) install, operate and maintain the System in accordance with any Applicable Laws.

c. Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System at your cost and pursuant to the Limited Warranty.

d. No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action (such as modifying your Home or landscaping in a way that affects the System) that could void the Limited Warranty or alter the expected production the System without System Owner's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be System Owner's property.

e. Access to the System

You grant to System Owner and its employees, agents, and contractors a royalty-free license for the duration of this Agreement, to allow us to access the System from a public road or access route, including use of all of your ingress and egress rights to your Property and access to the roof, all electrical panels, and conduits, for the purpose of (i) installing, constructing, operating, owning, repairing, removing, and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (ii) enforcing System Owner’s rights as to this Agreement and the System; (iii) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility’s electric distribution system; or (iv) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, monitoring, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Agreement expires or is terminated and the system is removed. System Owner shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

During the time that System Owner has access rights, you shall ensure that its access rights are preserved and shall not interfere with or cause any third party to interfere with such rights or access.

f. Indemnity

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

g. Utility Service

You agree to continue to subscribe to the utility service that you had at the time of entering into this Lease and you agree to execute all documentation associated with that utility service. You agree to not alter or change your utility service without express written approval from System Owner. In the event System Owner notifies you that another utility service provides an alternative electric utility rate plan more favorable for the System's production, you will review and (provided such rate plan does not materially alter your obligations) reasonably coordinate with System Owner to transfer your service to such rate plan.

h. Supplemental Energy

All electric energy made available by the System is for use at your Home pursuant to this Lease. If at any time, you need more electricity than is being produced by the System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your utility.

6. UTILITY INTERFACE

You authorize System Owner and/or its Certified Installer to make corrections to utility paperwork to conform to this Lease or any amendments to this Lease that we both sign.

7. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE WARRANTIES ATTACHED AND INCORPORATED HEREIN THROUGH EXHIBIT A-1 (LIMITED WARRANTY) AND EXHIBIT A-2 (PERFORMANCE AND PRODUCTION GUARANTEE), AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

DAMAGE DUE TO GOLF BALLS: YOU FURTHER ACKNOWLEDGE THAT IF YOUR HOME IS NEAR A GOLF COURSE, DAMAGE TO THE SYSTEM CAUSED BY GOLF BALL STRIKES IS NOT COVERED BY ANY WARRANTY PROVIDED IN THIS AGREEMENT, AND THAT YOU WILL BE RESPONSIBLE FOR ALL LABOR, EQUIPMENT, OR OTHER COSTS RELATED TO THE REPAIR AND/OR REPLACEMENT OF ANY PORTION OF THE SYSTEM THAT IS DAMAGED DUE TO GOLF BALL STRIKES.

By initialing below, you acknowledge that the Limited Warranty and Performance and Production Guarantee is your sole warranty as to the condition, design, capacity, suitability or performance of the System or its installation, as set forth above.

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

8. BATTERIES

This section only applies if you have leased a battery (indicated as an Additional Product in your System description – for additional information regarding Additional Products, see Exhibit G).

System Owner may administer and operate the System, including any Additional Products, to optimize your Home's energy production and consumption, and for the purpose of demand response or other utility-based programs designed to reduce your utility costs or maintain the reliability of the local electrical grid.

If such Additional Products include one or more batteries, the following terms apply:

For each battery, the System will contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of battery charge. Each battery will draw its charge from the System, providing backup power within the limits of the System. Each battery will power its designated circuits only and may not power your entire Home. You will ensure battery settings are set to draw charge from the System, and you will be responsible for damage caused due to backing up more loads than have been approved by System Owner and/or changing settings from initial installation. System Owner is not responsible for system failure caused by excessive loads.

System Owner will establish a reasonable reserve level for your battery (at minimum, 20% of the battery) so that your battery will always be charged at a specified minimum to allow you to obtain a certain amount of power in the event of an outage. While the battery may be useful to provide backup power during an outage, SYSTEM OWNER DOES NOT WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT SYSTEM OWNER IS NOT LIABLE IN THE EVENT THAT THE BATTERY DOES NOT PROVIDE BACKUP POWER FOR ANY REASON. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT DURING A POWER OUTAGE, BUT INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Please notify System Owner in the event your battery does not provide backup power during a power outage.

Under normal conditions of use, the battery should pose no danger to you. However, if the battery is mishandled, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property. YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY (USING GASOLINE, DIESEL, PROPANE, NATURAL GAS, OR LIQUIFIED PETROLEUM GAS).

9. TRANSFER

System Owner works with banks, large companies and other financing partners to finance your System. You agree that System Owner may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Such assignment, sale or transfer does not change the terms of this Agreement, including the Limited Warranty.

10. OWNERSHIP OF THE SYSTEM: TAX CREDITS, REBATES AND CAPACITY RIGHTS

You understand and agree that this is a lease and not a sale agreement. System Owner owns the System for all purposes, including any data generated from the System. You expressly waive any privacy right to any data which is generated by the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by System Owner, and shall at your expense, protect and defend System Owner against the same.

You acknowledge that System Owner does not characterize the System as a fixture; however, System Owner as owner of the System has the right to file a UCC-1 financing statement or equivalent filing confirming its interest in the System. Such filing is intended only to give notice of System Owner's rights relating to the System and is not a lien or encumbrance against the Home or the Property. System Owner will explain such filing to any subsequent purchasers of the Home or Property and any

related lenders, upon your request, and will accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property, including, without limitation, a request for subordination of the UCC-1 financing statement to the extent the System is deemed part of the Property.

NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, ANY AND ALL TAX CREDITS, INCENTIVES, CAPACITY RIGHTS AND UTILITY REBATES ARE THE PROPERTY OF AND FOR THE BENEFIT OF SYSTEM OWNER, USABLE AT ITS SOLE DISCRETION. SYSTEM OWNER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH SYSTEM OWNER SO THAT IT MAY CLAIM ANY TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW FILING REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR CREDITS FROM THE FEDERAL, STATE OR LOCAL, GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS TO SYSTEM OWNER.

ADDITIONALLY, YOU AGREE THAT SYSTEM OWNER HAS THE RIGHT TO ENROLL THE SYSTEM OR MANAGE THE ENROLLMENT OF THE SYSTEM IN ENERGY MANAGEMENT PROGRAMS AND YOU AGREE TO EXECUTE ANY NECESSARY DOCUMENTS AND TO PROVIDE INFORMATION REGARDING YOUR UTILITY ACCOUNT TO FACILITATE ENROLLMENT IN SUCH ENERGY MANAGEMENT PROGRAMS. YOU AGREE THAT SYSTEM OWNER IS EXCLUSIVELY ENTITLED TO RECEIVE ANY AND ALL BENEFITS RESULTING FROM THE ENROLLMENT OR PARTICIPATION IN SUCH ENERGY MANAGEMENT PROGRAMS.

11. PURCHASE REQUEST

If you are not in default of this Lease, you may request to purchase the System prior to the end of the Lease Term at the following times:

(i) Upon the fifth (5^{th}) anniversary of the Interconnection Date;
(ii) At any time after the fifth (5^{th}) anniversary of the Interconnection Date; or
(iii) If you sell the Home during the Lease Term.

In order for the purchase to occur you must (A) be in good standing under this Lease Agreement, and (B) agree to purchase the System for FMV, as described below.

In order to purchase the System, you must deliver a written notice to System Owner of your request to purchase within sixty (60) days of the applicable date and deliver payment to System Owner within thirty (30) days of receiving an invoice from System Owner for the purchase price. You agree to pay any applicable tax on the purchase price for the System. You also understand and agree to pay as invoiced any applicable personal property taxes on the System if you exercise your option to purchase the System.

The purchase price will be the fair market value ("FMV") of the System at the time of the purchase. System Owner will determine the FMV of the System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and utility service area. This valuation will take into account the System's age, location, conditions, size, and other market characteristics such as equipment type, service costs, and value of electricity in your area, and any applicable incentives. System Owner will provide a Purchase Request Notice inclusive of estimated FMV purchase price at each year in the Lease Term. This notice will be delivered prior to the fifth (5th) anniversary of the Interconnection Date.

After you purchase the System, this Agreement will terminate and neither party will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, System Owner's maintenance and repair obligations under

this Agreement will end unless you enter into a separate agreement with System Owner or its vendors and third parties to perform these services at your expense. System Owner will assign to you any equipment warranties still in effect for the System components. System Owner reserves the right to continue to measure the performance of the System after termination of the Agreement.

12. RENEWAL; REMOVAL AT END OF TERM

a. Renewal. If you are in compliance with your Lease at the end of the Lease Term, you have the option to renew your Lease for up to ten (10) years in two (2) five (5) year renewal periods.

System Owner will notify you sixty (60) days prior to the expiration of the initial Lease Term and provide renewal notice to include your end of initial Lease Term options. The renewal notices shall set forth the new Monthly Payment dues under the renewed Leased, based on our assessment of the then current fair market value of the System.

You will have the option to: (i) elect to renew the Lease for an additional five (5) year term at the terms and conditions specified in the renewal notice; (ii) elect to allow automatic renewal for a one (1) year term at the applicable payment structure described in Section 4; (iii) elect not to renew the Lease.

b. Automatic Renewal. If you do not respond to the renewal notices, this Lease shall continue to renew for additional one (1) year terms on the above described payment terms until notice of at least thirty (30) days prior to the expiration of the then current term that you do not wish to renew. If you want to renew, complete the renewal forms and return them to System Owner at least one (1) month prior to the expiration of the initial Lease Term.

By initialing below, you indicate that you have read and agree to Section 12 in its entirety, including but not limited to the Automatic Renewal provision.

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

13. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS AGREEMENT

a. If at the termination of this Lease prior to the maximum Lease Term, you have not defaulted and have opted not to purchase the System, then within ninety (90) days:

(i) System Owner will remove the System from your Home at no cost to you at our convenience; or

(ii) If you want to have the System removed from your roof at a specific time, you must inform System Owner of the timing requirement and we will do so pursuant to the Limited Warranty. You will be responsible for payment of a fee determined at that time based on market rates for system removal, which System Owner will disclose to you prior to removal.

b. If at the termination of this Lease, you are in default, and System Owner chooses to remove the System from your Home then you agree to pay System Owner the reasonable expense of removing the System from your Home.

c. If the maximum Lease Term has expired and you have not defaulted, then:

(i) System Owner may at its choosing, remove the System from your Home at no cost to you at our convenience.

(ii) System Owner may at its sole discretion offer to sell the System or renegotiate a lower rate and maintain the System for your use. You may request it to be removed at this point and we will do so at no cost to you, pursuant to the Limited Warranty.

(iii) if System Owner does not tell you that it wants to remove, sell or renegotiate a lease extension, and you want to have the System removed from your roof you must tell us to remove it and we will do so, at no cost to you, pursuant to the Limited Warranty.

(iv) if System Owner chooses not to remove the System, offer to sell or renegotiate it with you, and you do not request removal within ninety (90) days, then you will be considered to be the new owner of the System and it will automatically be conveyed to you as is. In that event, you should consult a tax advisor to determine whether the transfer of the System has any tax consequences for you.

14. SELLING YOUR HOME

a. If you sell your Home you can:

(i) Transfer this Lease and the Monthly Payments.

Where permitted by the local electric utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Agreement, including permission for the System Owner to conduct a soft credit check on the transferee of this Lease in order to confirm the potential buyer has an established credit score.

If you sell your Home or transfer your obligations under this Lease except as set forth above, you will be in default of this Lease.

The new homeowner will get the benefit of the same rate for the Lease that is included in this Agreement.

(ii) Prepay this Lease and Transfer only the Use of the System.

You may not move the system to your new home. If you do so it will be a breach of this Lease and you will be liable to pay the fair market value of the System at the time of signing this Agreement. If you wish to enable System Owner's services at your new home, we will provide a separate agreement for execution based upon conditions at the new property.

b. You agree to give System Owner at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your Lease obligations.

In connection with this assumption, you, your buyer and System Owner shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your buyer defaults on this Agreement and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Home.

c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement.

Death does not negate the obligations in this Agreement and does not give rise to a right of termination. In the event of death, this Agreement and the obligations herein will transfer to the decedent's estate.

d. Free Assumability.

This Agreement is free of any restrictions that would prevent you, the homeowner, from freely transferring the Property. In the event of a foreclosure on the Property, your lender has the right (but not obligation) to do ONE of the following:

(i) terminate the Agreement and require System Owner to remove the System subject to your obligations under Section 13;

(ii) become a beneficiary (but not the obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you — if you don't make a timely payment you will be in default under Section 16 and System Owner can terminate, remove the System and take all other remedies it has under Section 17 in this Agreement);

(iii) enter into a new Agreement with System Owner on terms no less favorable than the current Agreement; or

(iv) require the transfer of the Agreement under Section 14 to a subsequent purchaser of the Property. System Owner will not prohibit the sale, conveyance or refinancing of the Property.

e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD. BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 14 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

15. LOSS OR DAMAGE

a. Unless you are grossly negligent, you intentionally damage the System, or that damage or loss is caused by your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5, System Owner will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.

b. If there is loss, damage, theft, destruction, or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and notify System Owner immediately and cooperate with System Owner, at System Owner's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

c. Force Majeure.

If either party is unable to perform all or some of its obligations under this Lease due to a Force Majeure Event, the affected party shall be excused from the performance affected by the Force Majeure Event; provided however, that (i) the affected party provides notice to the other party as soon as reasonably practicable after the Force Majeure Event where such notice generally describes the Force Majeure Event and the affected party's intention to rely upon the Force Majeure Event as a basis for its non-performance, and (ii) the affected party performs following the cessation of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the affected party's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic; 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 System Owner including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by System Owner or under its control.

Either Party's duties and obligations shall be suspended for the duration of the Force Majeure; provided, however, that if the suspension shall continue in excess of one hundred eighty (180) days, the Parties shall attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement and, if unable to do so, either Party may then terminate this Agreement with no further obligation except as otherwise expressly set forth in this Agreement. Payment by you under this Agreement will be suspended during the time of Force Majeure.

16. LIMITATION OF LIABILITY

a. No Consequential Damages

SYSTEM OWNER'S LIABILITY TO YOU UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR THE PURPOSES OF THIS AGREEMENT, YOU AGREE THAT ANY TAX CREDIT, INCENTIVES, CAPACITY RIGHTS, AND UTILITY REBATES DO NOT CONSTITUTE CONSEQUENTIAL DAMAGES AND ARE EXPRESSLY RECOVERABLE BY SYSTEM OWNER IN THE EVENT OF A DEFAULT.

b. Actual Damages

Except for claims under Indemnity provision herein in Section 5(f), claims for property damage under the Limited Warranty, and claims arising from gross negligence or willful misconduct, each Party's liability to the System Owner will not exceed an amount equal to the maximum amount that could be payable by under Section 18(i).

17. DEFAULT

You will be in default under this Lease if any one of the following occurs:

a. you fail to make any payment when it is due and such failure continues for a period of sixty (60) days;

b. you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice;

c. you have provided any materially false or misleading financial or other information to obtain this Lease;

d. you assign, transfer, encumber, or sell this Lease or any part of the System without System Owner's prior written consent; or

e. you make an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

18. REMEDIES IN CASE OF DEFAULT

If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

a. terminate this Lease and your rights to possess and use the System;

b. suspend our performance under this Lease;

c. take any reasonable action to correct your default or to prevent our loss. Any amount we pay will be added to the amount you owe us and will be immediately due;

d. require you to make the System available to us in a reasonable manner;

e. proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;

f. turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;

g. report such non-operational status of the System to your utility, informing them that you are no longer parallel generating or participating in any net metering compensation or tax credits;

h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;

i. recover from you (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 unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit applicable with respect to the System cost, including installation and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and (iv) for the loss of any Tax Credits available pursuant to this Lease (System Owner shall furnish you with a detailed calculation of such compensation if such a claim is made);

j. in the case of your failure to protect the System from animals, infestation or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or

k. use any other remedy available to us in this Lease or by law or equity.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, System Owner does not give up its right to use another remedy. By deciding not to use any remedy should this Lease be in default System Owner does not give up our right to use that remedy in case of a subsequent default.

We may submit to consumer reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

19. APPLICABLE LAW; FORUM SELECTION AND JURY TRIAL WAIVER; ARBITRATION

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

For any claims or disputes with or against the Homebuilder, you agree to abide by the dispute resolution procedures set forth in the Home Purchase Agreement between You and Homebuilder. For any disputes that arise out of this Agreement between the Parties, the Dispute Resolution Procedure set forth below apply:

Applicable law: Federal law and the laws of the state where your Home is located (without regard to conflict of laws principles) shall govern the substance of any claims between you and us. But with respect to this arbitration agreement, only the Federal Arbitration Act, not any state arbitration law, applies.

Forum selection and jury trial waiver: This Lease specifies that most disputes must be resolved in arbitration or in your local small claims court. To the extent that a dispute is not subject to arbitration and not brought in small claims court (including any action involving the applicability or enforceability of this arbitration agreement), you and we agree that such disputes may be brought in the state and federal courts in South Carolina, in addition to any other court that may have jurisdiction. You and we agree to waive any objections to personal jurisdiction or venue in the courts of South Carolina. **IN ADDITION, IN THE EVENT THAT ANY DISPUTE PROCEEDS IN COURT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH WAIVE THE RIGHT TO TRIAL BY JURY.**

What claims must be arbitrated: 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 that must be arbitrated include but are not limited to: claims arising out of or relating to this Lease; claims arising out of or relating to our relationship; claims that arose before this or any prior Lease (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute. In this section 17 only, the terms "you," "we," and "us" shall include our respective parents, subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns, as well as all users or beneficiaries of the Lease. This arbitration agreement shall survive the termination of this Lease.

What claims do not need to be arbitrated: Instead of arbitration, either you or we may bring an action seeking only individualized relief in small claims court, but if the action is removed or appealed de novo to a court of general jurisdiction, the dispute must be arbitrated. In addition, any party may seek interim injunctive relief, such as a temporary restraining order or preliminary injunction, from a court if needed to prevent an irreparable harm. You and we agree that seeking such relief is not a waiver of the right to arbitrate any claim. Further, only a court may decide any disputes over whether a claim can or must be brought in arbitration, such as disputes over the scope or enforceability of this arbitration agreement.

No later than 60 days after a signed Notice containing all of the required information above is received (including an Attorney Authorization and Verification, if required), either party may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be held after the 60-day period). You and our designated representative must both personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) can also participate. Any applicable statute of limitations or contractual limitations periods will be tolled during the "Informal Resolution Period," which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

Commencing arbitration: An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended, unless the non-claimant failed to cooperate in good faith in scheduling the Informal Settlement Conference. A court will have authority to enforce this paragraph, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements.

Arbitration procedures: The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the "AAA Rules"), as modified by this arbitration agreement, 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 or for a copy of the AAA Rules, please visit www.adr.org.

Arbitration fees and costs: The AAA Rules will govern the allocation and payment of filing, administrative and arbitrator fees ("AAA Fees"). If you initiate the arbitration, but you cannot afford to pay your share of AAA Fees (and the AAA will not waive them after submitting any required forms), we will consider in good faith any written request to advance these costs or reimburse them. Any request like this should be sent to System Owner Solar, LLC, DBA System Owner, 997 Morrison Drive Suite 200 Charleston, SC 29403. In addition, if you initiate an arbitration of claims valued at $1,000 or less, we will either pay all AAA Fees directly or reimburse you for any AAA Fees you paid, so long as you fully complied with the Notice and Informal Settlement Conference requirements before commencing arbitration. If, however, the arbitrator finds that you have violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for any amounts we paid on your behalf that are otherwise your obligation to pay under the AAA Rules.

Requirement of Individual Arbitration: 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 (including monetary, declaratory, or injunctive relief) for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non representative) basis, and the arbitrator may award relief only on an individual (non-class, non representative) basis. **This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us, and that you and we both waive the right to bring or participate in class actions or representative actions.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co-Homeowners pertaining to jointly owned Property). If, after exhaustion of all appeals, a court declares unenforceable any of these prohibitions on non-individualized relief or proceedings or on consolidation, then all other arbitrable aspects of the case must be arbitrated first. After completing arbitration, the remaining non-arbitrable aspects of the case will be decided by a court.

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

20. WAIVER AND SEVERABILITY

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease 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 Lease.

Except as specified in the *Requirement of Individual Arbitration* subsection of Section 17, if any provision of this Lease is found to be unenforceable, the remaining provisions will remain in full force and effect.

21. NOTICES

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, SMS, 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 an overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

You agree to notify System Owner if your name, telephone number, or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact System Owner's security interest in the System.

22. PERMISSION TO CONTACT

System Owner and others acting on our behalf may (a) monitor and record telephone calls between you and System Owner regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to System Owner's, and others acting on System Owner's behalf, using pre-recorded/artificial voice messages, or text messages, while servicing and enforcing System Owner's rights under this Agreement, including the collection of outstanding payments, even if your phone number is listed on any national or state "Do Not Call" list. In making calls to you, you agree that System Owner, and others acting on System Owner's behalf, may use any telephone number you provide System Owner, or that is lawfully given to System Owner by someone other than you even if the number is for a mobile telephone, and even if System Owner doing so results in charges to you under your telephone payment plan. System Owner will not charge you for such calls.

23. PRIVACY POLICY

You have read, understand, and agree with the terms of System Owner's Privacy Policy as set forth on the website: https://www.standardindustries.com/privacy-policy/. You also understand that System Owner's Privacy Policy may be changed from time to time.

By signing this Agreement, and so long as System Owner has a contract with you, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize System Owner to obtain from the applicable state agency your current residence address.

24. PUBLICITY

System Owner will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give System Owner permission to take pictures of the System as installed on your Home to show to other customers or display on our website. System Owner will not disclose your contact information with the use of any of these images. System Owner appreciates your cooperation.

Homeowner's Initials _____ **Co- Homeowner's Initials: _____**

25. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. If any portion of this Lease 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.

26. HEADINGS AND INTERPRETATION

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

27. COMMUNICATIONS EQUIPMENT

During installation or at any time thereafter during the Lease Term, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. For the purposes of this Lease, the Communications Equipment shall be a part of the System. You hereby give System Owner consent for the installation of the Communication Equipment if, when, and as needed.

28. COUNTERPARTS

This Lease may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Lease and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties.

29. FURTHER ASSURANCES

You will cooperate fully with us to effect the intent and provisions of this Lease and, from time to time, to execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as System Owner may determine to be reasonably necessary or desirable to effect the intent and provisions of this Lease.

30. CASH PURCHASE ELECTION PRIOR TO CLOSE OF ESCROW

IF, YOU HAVE ELECTED TO PURCHASE YOUR SYSTEM FOR CASH PRIOR TO THE CLOSE OF ESCROW OF YOUR HOME, THIS LEASE WILL TERMINATE AUTOMATICALLY CONCURRENTLY WITH YOUR EXECUTION OF THE SYSTEM PURCHASE AGREEMENT.

31. <u>NO LIABILITY FOR HOMEBUILDER</u>

The Parties acknowledge and agree that:

- **a.** Neither Homebuilder nor any of its affiliates, successors or assigns is a party to or bound by any of the provisions of this Agreement,
- **b.** You have not relied on any oral representation or statements made by Homebuilder's representative or any other

agent or employee of Homebuilder, and

c. Homebuilder has no liability to you with respect to this Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

This Lease has been duly signed by the parties as set forth below.

By your signature, you acknowledge you have read this Lease (including its Exhibits) in its entirety, and that you have received a complete copy of this Lease. By your signature, you represent that you have the full right and authority to enter into this Lease and that you do not need the consent or approval of any other person or entity to do so.

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

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

GAF Energy LLC:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1: LIMITED WARRANTY

LIMITED WARRANTY

1. INTRODUCTION

This Limited Warranty is System Owner's agreement to provide you warranties on the leased System. The System will be professionally installed by System Owner or a Certified Installer acting on System Owner's behalf at the address you listed in the Agreement. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES

a. Limited Warranties

System Owner warrants the System as follows:

(i) System Warranty

During the entire Lease 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");

(ii) Roof Warranty

When our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty 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"); and

(iii) System Repair Promise

b. During the entire Lease Term, System Owner will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid and approved claim to us under this Limited Warranty; provided, however, that the damage is not caused by your gross negligence, your intentional damage to the System, or your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5 in the Agreement or foreign objects, including objects such as golf balls but excluding hail, damage the system. If our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 4 of this Limited Warranty. System Owner may use new or reconditioned parts when making repairs or replacements. System Owner may also, at no additional cost to you, upgrade or add to any part of the System as it deems advisable in its discretion. Our workmanship warranty does not cover normal wear and tear cosmetic repairs (fading of paints and finishes), damage resulting from mold, fungus, or shrinking and/or cracking of grout and caulking on the roof of your home, except to the extent the same is directly caused by the negligence, willful misconduct of System Owner or its contractors, or a defect in materials or workmanship, and any such repairs shall be made solely at System Owner's discretion.

c. Warranty Length

(i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors begin installing the System at your Home and continue through the entire Lease Term. Thus, for as long as you purchase power from the System from System Owner, you will have a System Warranty and our Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Agreement, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

d. Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, 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.

3. WORK STANDARDS

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

4. SYSTEM REPAIR OR REMOVAL

a. You agree that if (i) the System needs any repairs that are not the responsibility of System Owner under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have System Owner, or another a System Owner-approved service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

b. If you want to return the System to System Owner under Section 13 of the Lease, then System Owner will cause our contractors to remove the System at no cost to you. System Owner will cause our contractors to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). System Owner will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with System Owner or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If System Owner is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event (as defined in the Agreement), System Owner will be excused from whatever performance is affected by the Force Majeure Event, provided that:

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

b. System Owner's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and

c. No System Owner obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

Performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Lease may be suspended during the duration of the Force Majeure Event and then the term of the Limited Warranty and the Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

6. LIMITATIONS ON LIABILITY

a. No Consequential Damages
YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2 UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SYSTEM OWNER OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

b. Limit of Liability
Notwithstanding any other provision of this Limited Warranty to the contrary, System Owner's total liability arising out of relating to this Limited Warranty shall in no event:

(i) For System Replacement: exceed the greater of (a) the sum of the Lease payments over the Lease Term of the Agreement; and (b) the original cost of the System; and

(ii) For damages to your Home, Belongings and Property: exceed seven hundred fifty thousand dollars ($750,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below (or any new address provided in a notice to you):

TO: GAF ENERGY LLC
Street: 1 Campus Drive
City, State, Zip: Parsippany, NJ 07054
Phone: 408-216-7244
Email: HomeBuyerSupport@gaf.energy

TO YOU: At the billing address in the Lease, through the customer portal, or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

System Owner may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of System Owner's obligations under this Limited Warranty shall be to a party professionally and

financially qualified to perform such obligation in System Owner's reasonable judgement. This Limited Warranty protects only the person who pays for power from the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System in accordance with this Agreement from you or to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

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EXHIBIT A-2: PERFORMANCE AND PRODUCTION GUARANTEE

Power Production Guarantee

System Owner guarantees that during the Term of this Lease the System will generate kilowatt-hours (kWh) as set forth in the table below.

Year	Guaranteed kWh
3	17,002
6	33,500
9	49,508
12	65,040
15	80,111
18	94,735
21	108,924
24	122,691
25	127,189

The above guarantee assumes module and System production degradation of 1% per year.

A. If at the end of each successive 36-month anniversary of your first Monthly Payment the cumulative Actual kWh (defined below) generated by the system is less than the Guaranteed kWh, then we will credit your account equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh of $\$__0.240__$.

For example, if the first 36-month period commences on October 1, 2023, and ends on September 30, 2026, and the energy the system was supposed to generate is less than the energy the system was guaranteed to generate during such 36 month period, System Owner will credit you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Guaranteed Energy Price per kWh within (30) days after we receive your request. See the table below for a real-world example:

Example Guaranteed kWh	Example Actual kWh	Example Energy $/kWh	Example Credit to You
10,000	9,500	$0.10	$50.00

B. If at the end of each successive 36-month anniversary of your first Monthly Payment the Actual kWh is greater than the Guaranteed kWh during any 36-month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If, over the course of the term, your System produces more energy than the Guaranteed Output, then this additional energy is yours at no additional cost.

C. This Exhibit A-2—Performance and Production Guaranty shall be your sole and exclusive remedy available in this Agreement in the event that your System fails to produce the Guaranteed kWh. You shall not be eligible for the remedy under Exhibit G in the following circumstances:

(i) you are currently in default in this Agreement; or

(ii) the failure to produce the Guaranteed kWh is caused by a Force Majeure Event, foreign objects damaging the System (including objects such as golf balls but excluding hail) or any other condition or circumstance beyond the control of and not caused by System Owner.

EXHIBIT B: MONTHLY PAYMENT SCHEDULE AND FEDERAL CONSUMER LEASING ACT DISCLOSURE

TABLE 1 – MONTHLY PAYMENTS

Amounts Due at Lease Signing or Delivery	**Monthly Payments:**
● Payments Due at Signing: $0 ● Payments Due at Installation: $0 ● Payments Due after Inspection: $0 **Other Charges** (not part of your monthly Lease Payments): Your estimated average monthly tax payments are $ 18.31 Estimated taxes other than sales taxes collected monthly (if applicable) are $0.	Your First Monthly payment is $ 203.50 followed by 11 monthly payments of $203.50 followed by 12 monthly payments of $203.50 Your total Solar Lease Monthly Payments over the Lease Term are $61,050

Federal Consumer Leasing Act Disclosure
(Pursuant to Code of Federal Regulations, Regulation M, 12 CFR Part 1013)

Date: _____
Lessor: GAF ENERGY LLC
Lessee(s): _____

Amount Due at Lease Signing or Delivery	**Monthly Payments**	**Other Payments (not part of your monthly payment)**	**Total of Payments**
Payments Due at Signing: $0 **Payments Due at Installation: $0** **Payments Due after Inspection: $0**	**Your first payment of $** 203.50 **is due on DATE, followed by Total # payments on the DATE of each month. Monthly Payments shall increase by** 0.0 **% after each 12 months of scheduled monthly payments during the Lease Term. A full payment schedule is included below.** **Your First Monthly payment is $** 203.50 **followed by 11 monthly payments of $**203.50 **followed by 12 monthly payments of $**203.50 **The total of your monthly payments is $** 61,050 **.**	**Your estimated average monthly tax payments are (if applicable):** **$** 18.31 **Estimated taxes other than sales taxes collected monthly (if applicable):** **$0** **Total:** **$** 18.31	**(The amount you will have paid by the end of the lease)** **$** 66,544

Purchase Option at End of Agreement Lease Term. You do not have a right to purchase the System at the end of the Lease Term, but you may request to purchase the System and System Owner, in its discretion, may agree to your purchase request.

Other Important Terms. See your Agreement for additional information on early termination, purchase options, tax and maintenance responsibilities, warranties, late and default changes, insurance, and any security interest, if applicable.

The above-listed Monthly Payment amount assumes you will make automatic payments as described in Exhibit A (Electronic Funds Transfer or Credit Card Payment Authorization). If you pay by any method besides automatic payments, you will lose the discount for automatic payments and your Monthly Payment will be increased by fifteen dollars ($15.00). If you pay by credit card, a pass through processing fee will be added to your Monthly Payment that is not for the benefit of System Owner.

Homeowner's Initials: _____ Co- Homeowner's Initials: _____

EXHIBIT C: RESERVED

EXHIBIT D:

ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our'' refer to the Homeowner(s) under the Lease Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my Monthly Payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows pre authorized payments from my designated Bank Account or Credit Card Account ("Account") to System Owner or its designees ("You"). By signing this Authorization, I agree to the following terms:

1. AUTHORIZATION

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

2. REJECTED PAYMENTS

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

3. BANK FEES

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

I agree to pay an additional processing fee if I pay by credit card.

4. EARLY PAYMENT

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

5. RIGHTS REGARDING VARYING AMOUNTS

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

6. PROCEDURES UPON CANCELLATION OR END OF LEASE TERM

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

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

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____

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EXHIBIT E: FANNIE MAE B2-3-04

The following explains why this Lease complies with Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels):

System Owner has designed its residential lease program to comply with the requirements of Fannie Mae B2-3-04: Special Property Eligibility Considerations (Properties with Solar Panels) (the "**Requirements**").

In accordance with the Requirements, the Property may maintain access to an alternate source of electric power that meets your community's standards.

Pursuant to the Requirements, the value of the solar panels cannot be included in (a) the appraised value of the Property, (b) the loan-to-value (LTV) ratio calculation of the Property; or (c) other debt secured by real estate in the combined loan-to-value (CLTV) ratio of the Property.

Furthermore, pursuant to the Requirements, the Monthly Payments owed under the Lease should not be included in your debt-to-income (DTI) ratio calculation because the Lease (a) provides delivery of a specific amount of energy at a fixed payment during a given period, and (b) includes a production guarantee that compensates you on a prorated basis in the event the System fails to meet the energy output guaranteed under the Lease for a specified period, subject to such production guarantee's terms and conditions.

More specifically, in exchange for your prescribed 300 Monthly Payments specified in the Lease, the Lease provides a 25-year production guarantee that guarantees the System will generate a specified Production Guarantee of kilowatt-hours (kWh). If at the end of each successive 24-month anniversary of your lease term, the Actual Biennial kWh generated by the System is less than the bottom of the specified Production Guarantee of kWh, then you will be entitled to a refund in an amount equal to the difference between the bottom of the Production Guarantee of kWh and the Actual Biennial kWh, multiplied by the rate per kWh specified in the Lease's production guarantee.

Acknowledgement. System Owner hereby acknowledges the Security Instrument made by Property Owner to Lender, Lender's rights under the Security Instrument and Lender's perfected first priority lien on the Real Property. System Owner hereby further acknowledges and agrees that System Owner does not have a lien on the Real Property, and that System Owner only has an interest in the System pursuant to the Lease. System Owner agrees to comply with Section B2-3-04, Special Property Eligibility Considerations (last updated 10/04/2023) of the Fannie Mae Selling Guide and FHA requirement 24 CFR § 203.41, which only applies to the sale of the Real Property and not the System, which is the personal property of System Owner.

Representation; Covenant. System Owner represents and warrants that System Owner is the owner of the System and that the System does not constitute a fixture on any portion of the Real Property or Residence covered by the lien of the Security Instrument. If System Owner removes all or any portion of the System upon termination of the Lease or at any other time or for any other reason, System Owner will repair and restore the roof and other applicable parts of the Residence to a sound and watertight condition that is architecturally consistent with the rest of the Residence. System Owner will cover damage to the residence caused by faulty installation, malfunction, or other manufacturing defects whether or not covered by the lease, and the Fixture Filling does not make the home ineligible for FHA insurance. Furthermore, System Owner will not impede any sale of the Real Property.

Subordination. Without limiting System Owner's rights to the System under the Lease, Property Owner, System Owner and Lender hereby agree, to the extent that System Owner is deemed to have a lien on any portion of the Real Property that such lien shall be subject and subordinate in all respects to the Security Instrument.

Transfer after Foreclosure. If the interest of Property Owner in the Real Property shall be transferred to Lender or

any transferee of Lender by reason of foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Security Instrument (such transferee, its successors and assigns, including, but not limited to, Lender, shall hereinafter be referred to as "Purchaser"), Purchaser shall have the option to enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner or have the option to assume the existing lease. If the Lender or subsequent purchaser elects to not assume the contract, then System Owner will remove the System at no cost to the Lender or Purchaser. Lender also has the right to enter into a new lease agreement with System Owner under terms no less favorable than the borrower.

Transfer after Sale. If the interest of the Property Owner in the Real Property shall be transferred to a homebuyer in connection with the Property Owner's sale of the Real Property, then where permitted by the local utility, such homebuyer may either (a) purchase the System or (b) assume the Lease on the condition that the homebuyer complies with System Owner's credit requirements in accordance with terms and conditions of the Lease.

Insurance. System Owner agrees that it shall not be named loss payee or named insured on the Property Owner's property insurance policy.

Further Actions. Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Lender or System Owner for the purposes of carrying out and effectuating this Lease and the intent hereof, and evidencing this Lease, whether by filing with any public office, or agency or otherwise.

Modification of Agreement. This Lease may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Governing Law. This Lease shall be governed by and construed under the laws of the State in which the Real Property is located.

Counterparts. This Lease may be executed in counterparts, and all counterparts together shall be construed as one document.

EXHIBIT F: ATTACHED CONDOMINIUM STRUCTURE ADDENDUM

The terms of this Addendum apply to the Lease only if the roof associated with the Lessee's Home is owned and/or maintained by a homeowner's association ("Association").

This Attached Condominium Structure Addendum to Solar Lease Agreement (**"Addendum"**) is attached to and forms a part of the solar lease agreement (**"Lease"**) between _____ (**"Lessee"**) and GAF Energy LLC (together with its successors and assigns, **"Lessor," "We," "Us"** or **"Our"**), concerning the lease to Lessee of the solar panel system (**"System"**) described in the Lease.

The System that serves Lessee's Home will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home. The condominium building exterior and roof thereon will be owned and/or maintained by an Association formed to manage the community in which the condominium building is located.

Accordingly, Lessee and Lessor are entering into this Addendum in order to supplement, modify and clarify certain provisions of the Lease to conform to the ownership and maintenance structure of the Home and condominium buildings in the community. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Lease. If there is a conflict between the Lease and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Lessor and Lessee agree that the Lease is amended as follows:

1. Lessor and Lessee acknowledge that the System will be installed within and upon the roof or upon a rack installed on the roof of the condominium building that contains the Home and that the condominium building roof will be owned and/or maintained by the Association. All references in the Lease to "Property" or "Home" shall mean the condominium unit owned by Lessee in fee title together with any exclusive use common areas appurtenant to such unit.

2. Section 5(a) of the Lease is hereby amended and restated in its entirety as follows:

"(a) System, Home and Property Maintenance

To the extent within your control, you agree to:"

3. Section 5(c) of the Lease is hereby amended and restated in its entirety as follows:

"(c) Home Renovations or Repairs

If the Association or you plan to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you must (i) give Us at least 15 days' prior notice of your intent to repair or improve the Property such that We can (x) remove or otherwise protect and secure the System prior to commencement of such repairs or improvements and (y) reinstall the System after the repair or improvements have been completed, all at the Association's or your sole costs and expense; and (ii) pay Us, or our designee if directed by Us, the cost of removal and before beginning repairs or improvements on the Property."

4. Section 5(i) is added to the Lease as follows:

"(i) Easement Agreement and Grant of Easement

Lessor and Lessee acknowledge that an "Easement Agreement and Grant of Easement" or similar document (**"Easement Agreement"**) may be recorded against the condominium buildings and other homeowner's association (**"Association"**) -owned property (**"Association Property"**) in the community. Pursuant to the Easement Agreement, the Lessor may be benefitted by certain easements over the Association Property. The Easement Agreement may also contain certain provisions that concern the Association Property, including without limitation, elimination of shading to the Systems, Lessor obligations concerning performance of System maintenance work, and Lessor and

Association obligations concerning removal and replacement of Systems for the performance of roof maintenance, repair or replacement work. In the event of any conflict between this Lease and the Easement Agreement (if any), Lessor and Lessee agree that the Easement Agreement shall control concerning the Association Property.

5. The last sentence of Section 5(e) is hereby amended and restated as follows:

"During the time that We have access rights you shall ensure that our access rights are preserved (to the extent within your control) and shall not interfere with or permit any third party to interfere with such rights or access."

6. Pursuant to Section 7 of the Lease, the System is warranted under the Limited Warranty attached as **Exhibit A** to the Lease. The Limited Warranty includes, without limitation, a roof warranty and repair promise, both as described in Sections 2(a)(ii) and 2(a)(iii) of **Exhibit A-1** to the Lease.

a. Notwithstanding: (i) the Association's ownership and maintenance of the condominium building roof, and (ii) any other provision of the Lease or Limited Warranty to the contrary, Lessor agrees that (1) the Limited Warranty shall remain in full force and effect for the applicable warranty period, (2) the Limited Warranty shall apply to the real property and other property it is intended to protect regardless of whether such real property or other property is owned by the Lessee or the Association, and (3) any provision of the Limited Warranty that pertains to the condominium building roof or any other portion of the condominium building that is owned and/or maintained by the Association shall be extended to and benefit the Association.

b. Accordingly, the following is deemed added to **Exhibit A-1** of the Lease:

"LESSOR SHALL CAUSE ANY PROVISION OF THE LIMITED WARRANTY THAT PERTAINS TO THE ROOF OR ANY OTHER PORTION OF THE CONDOMINIUM BUILDING THAT IS OWNED AND/OR MAINTAINED BY A HOMEOWNER'S ASSOCIATION TO BE EXTENDED TO AND BENEFIT SUCH HOMEOWNER'S ASSOCIATION."

EXHIBIT G: ADDITIONAL PRODUCTS

System Owner or its Certified Installer(s) will procure and install the following Additional Products at the Property:

☐ **No Additional Products**

☑ **Full Services Backup Battery**

The Full Services Backup Battery system ("Backup Battery") is a backup battery energy storage system that may be used to provide backup power during a grid outage in addition to time-based-controls and other operating modes and services supported by the equipment and battery management system. System Owner or its certified installers will establish a reasonable reserve level for your battery (at minimum, 20% of the battery) so that your Backup Battery will always be charged at a specified minimum to allow you to obtain a certain amount of power in the event of an electric grid outage.

For each Backup Battery, the System will contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of Battery charge. Each Backup Battery will draw its charge from the System, providing backup power within the limits of the System. Each Backup Battery will power its designated circuits only, these designated circuits may or may not include your Home's entire main service panel. System Owner or its certified installers will ensure the Backup Battery is configured to draw charge from the System, and You will be responsible for damage caused due to backing up more loads than have been approved by System Owner or its certified installers. System Owner is not responsible for system failure caused by excessive loads.

While the Backup Battery may be useful to provide backup power during an outage, SYSTEM OWNER DOES NOT WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING A POWER OUTAGE. YOU AGREE THAT SYSTEM OWNER IS NOT LIABLE IN THE EVENT THAT THE BATTERY DOES NOT PROVIDE BACKUP POWER FOR ANY REASON. THE AVAILABILITY OF POWER FROM THE BACKUP BATTERY COULD ALSO BE LIMITED BY UTILITY "DEMAND RESPONSE" AND SIMILAR PROGRAMS AND REQUIREMENTS, AND SYSTEM OWNER HAS NO CONTROL OVER THOSE PROGRAMS AND REQUIREMENTS. SYSTEM OWNER CANNOT ASSURE OR PREDICT TO YOU THE AMOUNT, NATURE, TIMING, OR AVAILABILITY OF ANY COMPENSATION THAT COULD BE PAID TO YOU – IF ANY – IN CONNECTION WITH THE BACKUP BATTERY OR YOUR USE OF THE SYSTEM, AND "DEMAND RESPONSE" PROGRAM RULES AND SYSTEM OWNER'S MANAGEMENT OF THE SYSTEM AND THE BACKUP BATTERY COULD REDUCE ANY SUCH COMPENSATION. DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT, OTHER MEDICAL EQUIPMENT, OR OTHER LIFE-CRITICAL POWER NEEDS DURING A POWER OUTAGE, BUT INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Under normal conditions of use, the Backup Battery energy storage should pose no danger to you. However, if the battery system is mishandled or tampered with following installation, it may become dangerous and could result in electrical hazards, fire, or other damage to people or property.

System Owner's certified installers are licensed and trained to install backup battery energy storage systems safely and compliantly according to each manufacturer's listings and specifications, and according to all applicable product, fire, building, electrical, and electric grid codes and standards.

Please notify System Owner in the event your Backup Battery does not provide backup power during a power outage.

YOU AGREE THAT, FOR THE DURATION OF THE TERM, YOU WILL NOT CONNECT ANOTHER POWER GENERATION RESOURCE OR ANY OTHER TECHNOLOGY FOR THE GENERATION OF ELECTRICITY. YOU AGREE NOT TO ALTER THE CONFIGURATION OF THE EXISTING EQUIPMENT.

The above-described Additional Products, as applicable, will be provided to you at no up-front cost, and all installation services will be subject to System Owner's Warranty as set forth in Exhibit B. System Owner will provide any replacement parts, either new or refurbished, to keep the System in working order for the Initial Term of the Agreement and any subsequent renewal terms. Equipment and technology can change over time, we reserve the right to replace the current equipment with a functional equivalent, or better, when it breaks. Any replacement equipment will not interrupt the primary services described above.

THE PORTION OF THE INITIAL MONTHLY PAYMENT ATTRIBUTABLE TO THE ADDITIONAL PRODUCTS IS: $_____75.00_____.

YOU ACKNOWLEDGE AND AGREE THAT SUCH COST INCREASES YOUR MONTHLY PAYMENT SET FORTH IN THE AGREEMENT, AND YOU ACCEPT THE INCREASED MONTHLY PAYMENT. THESE COSTS WILL BE REFLECTED AND DISCLOSED IN YOUR PAYMENT SCHEDULE(S) IN EXHIBIT F:

Homeowner:

Signature: _____

Name: _____

Date: _____

Co-Homeowner (if any):

Signature: _____

Name: _____

Date: _____