

FEDERAL CONSUMER LEASING ACT DISCLOSURE

DATE:

LESSEE(S):

LESSOR(S): EnFin Corp.

Description of Leased Property (the "System")**The "System" consists of the following PV Panel(s), Inverter(s), and if applicable, Battery(ies):****PV Panel(s):**

of panels:

Manufacturer:

Model:

Output: The System contains an appropriate number of PV panels and inverters to provide approximately [] kWh the first year in service.

Inverter(s):

of inverters:

Manufacturer:

Model:

Battery (if applicable): EnFin-approved manufacturer

of batteries:

Manufacturer:

Model:

Size: approximately [] kWh

**EnFin and its partner installers may substitute equipment depending on availability and may change the list of approved manufacturers from time to time. Should a substitution of manufacturer materially change the production or cost of the system, either party may exercise the options to terminate this agreement.*

Amount Due at Lease Signing or Delivery	Monthly Payment	Other Charges (not part of your one-time payment)	Total of Payments (The amount you will have paid by the end of the Lease)
\$0.00	Your first monthly payment of is due 30 days post In Service Date, followed by 299 payments that are subject to a escalator. The total of your monthly payments is	\$0.00	

Purchase Option at End of Lease Term. You have the option to purchase the System at the end of the Initial Term of the lease for the lesser of (A) the Purchase Calculation ("Calculation") outlined in Section 10 of this Agreement or (B) the Fair Market Value ("FMV") of the System. Any purchase price will include all applicable taxes.

Purchase Option Prior to the End of the Lease Term. You have an option to purchase the System prior to the end of the term upon the sale of the home, as long as that sale is after the five (5) year anniversary of the Commercial Operation Date, or in the event

EnFin ceases its operations and fails to provide for a substitute provider for the FMV of the System. If you purchase the System before the five (5) year anniversary of the Commercial Operation Date, the FMV will include the recapture of any federal tax credits.

EnFin will determine the System's FMV by hiring a third-party independent appraiser to estimate the value of a comparable in-service photovoltaic system in your state and utility service area. This valuation will consider the System's age, location, size, and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable incentives.

You have the right to obtain, at your own expense, a professional appraisal by an independent third party (agreed to by EnFin).

Other Important Terms. See the Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Maintenance Responsibilities. EnFin as lessor is responsible for maintaining and servicing the System. During the entire Agreement Term, EnFin 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 claim according to the Limited Warranty in the Lease Agreement.

Early Termination. You may not terminate the Lease early. If you terminate the Agreement prior to the expiration of the Lease Term, you will be responsible for any costs or fees EnFin incurs in removing the System.

Taxes and Fees. The Customer shall pay for any taxes associated with the System, including, but not limited to, sales and personal property taxes. EnFin shall be responsible for any fees associated with the System.

Insurance. EnFin will pay to insure the System in a manner and amount sufficient to cover the cost of the System and its associated equipment.

Warranties. EnFin offers a limited warranty, including: (1) a System Warranty, providing that the System will be free from defects throughout the Term of the Lease, (2) a Roof Warranty,

providing that roof penetrations made by EnFin will be weather tight for 10 years from the Commercial Operation Date, and (3) a Repair Promise, providing that EnFin 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 claim throughout the Term of the Lease.

EnFin also estimates that, during the Initial Term, the System will generate at least 90% of the expected annual production after a 0.55 percent annual degradation factor has been applied.

Penalties and Charges for Delinquency. Late Payments: equal to 1.5% per month will be assessed on all past-due amounts or the maximum allowable percentage by applicable law.

Security Interest. EnFin will file a UCC-1 fixture filing on the System.

Estimated Monthly Lease Payments from Year 1~Year 25

Monthly Lease Payments – Contract Year	Monthly Payment (after ACH Discount)
Year 1:12 Monthly Lease Payments	
Year 2:12 Monthly Lease Payments	
Year 3:12 Monthly Lease Payments	
Year 4:12 Monthly Lease Payments	
Year 5:12 Monthly Lease Payments	
Year 6:12 Monthly Lease Payments	
Year 7:12 Monthly Lease Payments	
Year 8:12 Monthly Lease Payments	
Year 9:12 Monthly Lease Payments	
Year 10:12 Monthly Lease Payments	
Year 11:12 Monthly Lease Payments	
Year 12:12 Monthly Lease Payments	
Year 13:12 Monthly Lease Payments	
Year 14:12 Monthly Lease Payments	
Year 15:12 Monthly Lease Payments	
Year 16:12 Monthly Lease Payments	
Year 17:12 Monthly Lease Payments	
Year 18:12 Monthly Lease Payments	
Year 19:12 Monthly Lease Payments	
Year 20:12 Monthly Lease Payments	
Year 21:12 Monthly Lease Payments	
Year 22:12 Monthly Lease Payments	
Year 23:12 Monthly Lease Payments	
Year 24:12 Monthly Lease Payments	
Year 25:12 Monthly Lease Payments	

* Monthly payment is assuming ACH discount (this includes an ACH discount assuming you are signed up for ACH payments)

ARIZONA SOLAR ENERGY SYSTEM STATEMENT OF WARRANTY

DESCRIPTION OF ENFIN'S LIMITED WARRANTY	EnFin Corp offers the following Limited Warranty that will be fulfilled by a Contractor that we designate: During the entire Term (i.e., both the Initial Term and any Additional Terms), 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 "<u>System Warranty</u>"). We warrant that roof penetrations made by any Contractor that we designate will be weather tight for a period of ten (10) years from the Commercial Operation Date (the "<u>Roof Warranty Period</u>"). The roof penetrations may void your roof warranty for portions of the roof — please check your roof warranty for specific warranty terms. During the entire Agreement Term, EnFin Corp 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 claim to us under this Limited Warranty ("<u>Repair Promise</u>"). If any Contractor that we designate damages your Home, your belongings or your Property we will ensure that the damage is repaired or pay you for the damage caused.
DESCRIPTION OF PERFORMANCE DATA	Any manufacturer's warranty is in addition to, not in lieu of, the Limited Warranty described above. The System's solar panels carry a minimum manufacturer's warranty that: (1) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (2) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The inverters that convert the solar energy produced by the panels from variable direct current (DC) into a utility frequency alternating current (AC) carry a minimum ten (10) year equipment warranty. EnFin Corp provides you with a Performance Guarantee on the System during the Initial Term. The Performance Guarantee is

	dependent on the size and design of your System and any change in System size, design, or this Agreement will nullify all former Performance Guarantees and will result in a new Performance Guarantee being delivered to you. EnFin Corp guarantees that during the Agreement Term the System will operate within manufacturer's specifications and if it does not that EnFin Corp will designate a Contractor to repair or replace any defective part and restore System performance.
COMPONENTS OF THE SOLAR ENERGY SYSTEM	The solar energy system consists of the following components: PV Panel: Your panel is from EnFin-approved manufacturer (Qcells) Batteries (IF applicable) & Inverters: EnFin-approved manufacturer

SOLAR LEASE AGREEMENT

Homeowner's Name & Service Address	Co-Owner Name (If Any) Email, Phone	Installation Location

Provider/Maintenance Support's Contact Information

*The Notice of Cancellation may be sent to EnFin at the address immediately below.

EnFin Corp.
300 Spectrum Center Drive
Suite 500
Irvine, CA 92618
Toll-Free Phone number: (866)-970-1109
Email: info@EnFin.com
Internet Address: www.EnFin.com

Contractor and Salesperson Contact Information**Contractor**

Name:

Address:

Phone number:

Email:

Arizona License Number:

Salesperson

First Name:

Last Name:

HIS Number (If Applicable):

Signature:

Date(s) Contract Signed by Homeowner(s):

Here are the key terms of your EnFin Solar Lease Agreement:

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed	Lessee(s) Acknowledgment:	PV Panel(s): # of panels: Manufacturer: Model: Output: The System contains an appropriate number of PV panels and inverters to provide [] kWh the first year in service. Inverter(s): # of inverters: Manufacturer: Model: Battery [include if applicable]: # of batteries: Manufacturer: Model:
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		Size: approximately [] kWh
Payment Frequency	Lessee(s) Acknowledgment:	Monthly
Monthly Payment – Year 1 (this includes an ACH discount if you are signed up for ACH payments)	Lessee(s) Acknowledgment:	
Payment Due Date	Lessee(s) Acknowledgment:	Your Monthly Payment is due beginning 30 days after your In-Service Date.
Annual Escalator		

Number of Payments	Lessee(s) Acknowledgment:	300
Contract Price	Lessee(s) Acknowledgment:	(including all applicable taxes)
Initial Term of Agreement		25 years
Warranties		The System is expected to perform as detailed below in <u>Section 7</u> of the Terms and Conditions, which also contains information about all applicable warranties and the transfer of warranties to a subsequent purchaser of your Home. EnFin may assign its rights or obligations under warranties to a third party.
Installation Schedule		Approximate Start Date: Work will commence within three (3) days of all permits being issued, all approvals being received, satisfaction of all requirements in this Agreement, and all materials being delivered to the site. Substantial commencement of work occurs when your designated Contractor arrives at your Home to install the System (such date, the "<u>Installation Commencement Date</u>"). Approximate Completion Date: We approximate the completion date to occur within ninety (90) days of substantial commencement of work. <i>The above dates are our best estimates and that they may be impacted by factors outside of our control such as a Force Majeure Event (as defined below).</i>

Maintenance Responsibilities

EnFin will designate a Contractor to perform, or to contract to be performed, all required System maintenance pursuant to the Limited Warranty described herein. You may contact EnFin Corp using the information above to address any maintenance concerns.

Utility Rates and Tax Incentives

Lessee(s) Acknowledgment:

Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative, or regulatory action.

Modification or Transfer of Lease

Lessee(s) Acknowledgment:

You may not make any modifications, improvements, revisions or additions to the System without EnFin's prior written consent.

Modification or Transfer of Lease

Lessee(s) Acknowledgment:

Upon the sale of your property, you may transfer this lease agreement if person buying your Home meets EnFin's requirements You must give EnFin at least thirty (30) days but not more than three (3) months prior written notice if you want someone to assume your Lease obligations. You may contact EnFin at the contact information above.

Options upon a transfer of the Home:	Options at the end of the 25 year term:
If you move, you may:	EnFin will designate a contractor to remove the System at no cost to you.

Options upon a transfer of the Home:	Options at the end of the 25 year term:
Transfer this Agreement to the purchaser of your Home, as specified in the Agreement Purchase the System, as specified in the Agreement. (This option not available before the 5th anniversary of the System being turned on). Prepay this Lease Agreement and Transfer only the Use of the System, as specified in the Agreement.	You can upgrade to a new System with the latest solar technology under a new contract. You may purchase the System from EnFin, as specified in the Agreement. Unless you choose not to renew, this Agreement will renew on an automatic basis as described in this Agreement.

EnFin 's Promises to You

- We will designate a Contractor to maintain and repair the System (including the inverter) at no additional cost to you, as specified in the agreement. We will also insure the System for the duration of this Agreement.
- We will designate a Contractor to provide system monitoring at no additional cost to you, as specified in the Agreement, for the duration of this Agreement
- We, along with a Contractor that we designate, will offer a workmanship warranty, as specified in the Agreement, for the duration of this Agreement.

Arizona Disclosures	
RIGHT TO FILE COMPLAINTS AGAINST THE CONTRACTOR	Under Arizona Revised Statutes section 32-1158, you have the right to file a written complaint against the Contractor with the Arizona Registrar of Contractors for an alleged violation of Arizona Revised Statutes section 32-1154, subsection A. Any complaints must be made within the applicable time period, as set forth in section 32-1162, subsection A. The Arizona Registrar of Contractors can be contacted at (602) 542-1525, or online at http://www.roc.az.gov .
TAX INCENTIVES, REBATES	Any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system (with the exception of rebates or credits available solely to the homeowner) are the property of

	and for the benefit of EnFin. See Section 9 of the Agreement for additional information.
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TERMS AND CONDITIONS

Version Number 2.0

Section 1. INTRODUCTION; PARTIES.

This Solar Lease Agreement (this “**Agreement**” or “**Lease**”) is the agreement between you and EnFin Corp. (together with its successors and assigns, (“**EnFin**,” “**we**” or “**us**”), covering the lease of the solar panel system (the “**System**”) we will install at the address you listed above (the “**Property**” or your “**Home**”). EnFin agrees to lease to you, and you agree to lease from EnFin, the System. If there is more than one owner of your Home (“Homeowner”), each Homeowner who signs this Contract certifies that he or she has the full authority to enter into this Lease and grant EnFin its rights provided hereunder, on behalf of all Homeowners. The Homeowners who sign this Contract shall be jointly and severally liable under this Contract, and appoint each other to act on all Homeowners’ behalf in all future matters associated with this Contract. EnFin will designate a Contractor to design and install the System and that designated Contractor (“**Contractor**”) will perform all required design work and installation. EnFin will also be responsible for the maintenance, service, or repairs on the System, through contractors that it designates.

Please read this Agreement carefully. Section 20 includes a provision requiring arbitration on an individual basis of disputes unless you timely opt out of arbitration.

Section 2. TERM

EnFin agrees to lease you the System for 25 years from the Commercial Operation Date. We refer to this period of time as the “**Initial Term**.” The Initial Term begins on the Commercial Operation Date. The “**Commercial Operation Date**” is the date that the System is turned on and generating power. EnFin will notify you by email, text or mail when your System is ready to be turned on.

Automatic Renewal Term. If you do not choose to cancel this Agreement or to exercise your purchase options described in Section 10 by the end of the Initial Term, this Agreement will automatically renew for an additional 5 year term (each, an “Additional Term,” and all Additional Terms and the Initial Term together, the “Term”) provided that EnFin Corp will make commercially reasonable efforts to give you written notice (“Renewal Notice”) of this automatic renewal between ninety (90) and one hundred and eighty (180) days before the end of the Initial Term or applicable Additional Term and again forty-five (45) days before the end of the Initial Term or applicable Additional Term. You may cancel the Additional Term by calling our toll-free number identified in this Agreement or providing us with written notice via e-mail at least thirty (30) days before the expiration of any Term. This Agreement will renew for a maximum of two (2) additional Terms. At the end of the second renewal Term, you will be able to purchase the System or request that it be removed in accordance with Section 18 of this Agreement.

The Renewal Notice will set forth the new monthly payments you will owe for the Additional Term (each, an “**Additional Term Monthly Payment**”), provide the renewal terms, cancellation policy, and information on how to terminate the Agreement. The Additional Term Monthly Payment amount due will include the cost per kWh generated by your System plus \$100 for each battery included with your System. EnFin Corp. guarantees that the cost you will pay for the power that your System generates will be ten percent (10%) less than the average rate charged by your utility over the preceding 12 months. Invoices for Additional Term Monthly Payments will be mailed or emailed no later than ten (10) days after the close of the billing cycle and will be due no later than thirty (30) days after the date of the invoice.

Homeowner(s) _____ Initials:	BY INITIALING, YOU UNDERSTAND AND AGREE THAT SHOULD YOU CHOOSE NOT TO EXERCISE ANY OF YOUR OPTIONS AT THE END OF THE INITIAL TERM, THAT THIS AGREEMENT RENEWS ON AN AUTOMATIC BASIS.
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Section 3. STANDARDS

The standards for our performance and those of the Contractor 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.

Section 4. PAYMENT.

- (a) **Monthly Payment.** The summary table at the beginning of this Agreement details, among other things, (i) the estimated price you will pay each month of the Term (each, a “**Monthly Payment**”), including your first Monthly Payment; (ii) the annual price escalator (if any); and (iii) the estimated amount you will pay over the Term. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date EnFin confirms the Solar System is placed in service by your Utility (the “**In-Service Date**”). Subsequent billing cycles will be on a recurring basis every thirty (30) days after the In-Service Date .
- (b) **Invoices.** Invoices for Monthly Payments will be mailed or emailed no later than ten (10) days after the close of a billing cycle. Such monthly invoices will state, during the Initial Term, the items described above in Section 4(a). All amounts due under this Lease are due and payable no later than thirty (30) days after the date of the invoice. Late charges will accrue as described below in Section 5(a). EnFin reserves the right to modify the billing process, invoicing methods, and payment due dates, from time to time to ensure efficiency or compliance with applicable law. Any such modifications will be communicated to you either by mail or email, at least thirty (30) days prior to their effective date. Your continued use of the Solar System after the effective date of the modification will constitute your acceptance of the revised billing process.

Section 5. 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 sunlight as it did when EnFin installed it;
- (iii) be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, prior work you have done on your Home that was not permitted);
- (iv) not remove any markings or identification tags on the System;
- (v) As set forth in Section 5(g), permit EnFin, its designees (including the Contractor), or its financing parties, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vi) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (vii) 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;
- (viii) notify EnFin if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
- (ix) have someone who has an ownership interest and requisite authority in your Home sign this Agreement;
- (x) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
- (xi) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) OR wireless internet that is sufficient for our needs. See Section 7 for details.
- (xii) carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of EnFin. It is your responsibility to determine whether the installation of the System will impact your existing coverage and whether additional insurance will be required. Placing a distributed energy generation system on your roof may

impact your future insurance premiums. You are responsible for contacting your insurance carrier, prior to entering into a purchase or lease agreement, to confirm whether your current policy or coverage will need to be modified upon installing the distributed energy generation system onto your dwelling.

(b) ***System Construction, Repair, Insurance and EnFin's obligations:***

EnFin agrees to:

- (i) designate a Contractor to schedule the installation of the System at a mutually convenient date and time;
 - (ii) designate a Contractor to install the System according to written plans you review;
 - (iii) designate a Contractor to provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
 - (iv) notify you if the System design has to be materially changed so that you can review any such changes before the System is installed;
 - (v) require the Contractor to clean up during the construction of the System;
 - (vi) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System; Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the System to the extent required by the Warranty;
 - (vii) insure our actions, and those of any Contractor that we designate, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;
 - (viii) designate a Contractor to repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs; and
 - (ix) not put a lien on your Home or Property. We will record a UCC-1 financing statement providing notice to others (including lenders, title companies, and other third parties) that Lessor owns the System and preserving our rights in the System. Neither this Lease nor any UCC-1 financing statement we will file in connection with this Lease constitutes or imposes a consensual lien on your Home or Property.
- (c) ***Home Renovations or Repairs*** 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 not have the System removed yourself but must work with EnFin to have the System removed, stored, and reinstalled at your cost.

- (d) **Automatic Payment, Late Charges.** In addition to the other amounts you agree to pay in this Agreement, you agree to pay the following:
- a. Returned Check Fee: \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
 - b. Late Payments: equal to 1.5% per month on all past-due amounts or the maximum allowable percentage by applicable law.
 - c. ACH Discount: You will receive a discount of ten dollars (\$10) on each Monthly Payment if you make automatic payments through ACH. If at any time you unenroll from automatic payments through ACH, this discount will no longer apply, and your Monthly Payment will increase by \$10. Your monthly payment at the top of this Agreement already reflects such a discount if you are enrolled in ACH. If you are not enrolled in ACH, you can qualify for the discount by enrolling in ACH.
- (e) **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 or the System (other than with respect to federal and state taxes on EnFin's income from the System), you agree to pay the applicable taxes. 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 EnFin Corp, you agree to pay or reimburse EnFin Corp for all such taxes, except to the extent that you are prohibited from doing so by applicable law. If you exercise your option to purchase the System as described in this Lease, you agree to pay any applicable tax on the purchase price for the System.
- (f) **No Alterations.** You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without EnFin'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 EnFin's property.
- (g) **Access to the System.**
- (i) You grant to EnFin, its financing parties, and its employees, agents and contractors (including the Contractor) the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, maintaining, 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; (B) enforcing EnFin's or financing parties rights as to this Lease and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System. This access right shall continue for up to ninety (90) days after this Agreement expires to provide EnFin with time to remove the System at the end of the Agreement.

EnFin shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

- (ii) During the time that EnFin or its designees have access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, **but** instead is EnFin's property and that **EnFin has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System and provides notice to others (including lenders, title companies, and other third parties) that Enfin owns the System.** Neither this Lease nor any UCC-1 financing statement we may file in connection with this Lease constitutes or imposes a consensual lien on your Home or Property.
- (h) **Indemnity.** To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless EnFin, its employees, officers, directors, agents, financing partners, 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 negligence or willful misconduct; provided, that nothing herein shall require you to indemnify EnFin for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- (i) **Payments.** SUBJECT TO SECTION 4 ABOVE AND THE LIMITED WARRANTY, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE 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 YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, (OTHER THAN THOSE SET OUT IN SECTION 27), TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.
- (j) **System Monitoring.** You will have regular access to the System's production via your online account.

Section 6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM; AMENDMENTS AND CHANGE ORDERS.

- (a) EnFin Corp's obligation to designate a Contractor to install the System and lease the System to you is conditioned on the following items having been completed to its reasonable satisfaction:
 - (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - (ii) approval of this Agreement by EnFin Corp's financing parties (where applicable);

- (iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the rate Amount set forth in this Agreement;
- (iv) confirmation that EnFin Corp will obtain all applicable benefits referred to in Section 9;
- (v) receipt of all necessary zoning, land use and building permits; and
- (vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property which have been agreed upon in writing (e.g., removal of a tree or necessary roof repairs to enable the Contractor to safely install the System).

EnFin Corp may terminate this Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vii) will not be satisfied for reasons beyond its reasonable control. Once EnFin Corp starts installation, however, it may not terminate this Agreement for your failure to satisfy conditions (i) through (vi) above.

- (b) **Amendments.** The System's estimated production will be documented in an Exhibit to this Lease. You authorize EnFin Corp to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease we both sign.

Section 7. LIMITED WARRANTY

- (a) EnFin offers the following Limited Warranty that will be fulfilled by a Contractor that we designate:
 - (i) During the entire Term (*i.e.*, both the Initial Term and any Additional Terms), 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) We warrant that roof penetrations made by any Contractor that we designate will be weather tight for a period of ten (10) years from the Commercial Operation Date (the "**Roof Warranty Period**"). The roof penetrations may void your roof warranty for portions of the roof – please check your roof warranty for specific warranty terms. You should consider the age and remaining life of your roof prior to installing a distributed energy generation system. Replacement of your roof may require reinstallation of the distributed energy generation system.
 - (iii) During the entire Agreement Term, EnFin 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 claim to us under this Limited Warranty ("**Repair Promise**"). If any Contractor that we designate damages your Home, your belongings or your Property we will ensure that the damage is repaired or pay you for the damage cause. EnFin may use new or reconditioned parts when making repairs or replacements. EnFin may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at our discretion.

(b) **Warranty Length**

- (i) The warranties in Sections 7(a)(i) and 7(a)(iii) above will start when the System is installed at your Home and continue through the entire Agreement Term. Thus, for as long as you lease the System from EnFin, 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 7(a)(ii) above.
- (iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.
- (iv) If you purchase the System at any point throughout the Term, all manufacturers' warranties will remain in place but all existing EnFin warranties, including but not limited to workmanship warranties, will be voided.

(c) **Performance Warranties and Guarantee**

- (i) EnFin Corp provides you with a Performance Guarantee on the System during the Initial Term. The Performance Guarantee is dependent on the size and design of your System and any change in System size, design, or this Agreement will nullify all former Performance Guarantees and will result in a new Performance Guarantee being delivered to you.
- (ii) EnFin guarantees that during the Agreement Term the System will operate within manufacturer's specifications and if it does not that EnFin will designate a Contractor to repair or replace any defective part and restore System performance.
- (iii) During the Agreement Term, we will provide you at no additional cost our Monitoring Service ("**Monitoring Software**"). Monitoring Software is a proprietary monitoring system designed and installed by EnFin or its designated Contractor that captures and displays historical power generation data over an Internet connection and consists of hardware located on site and software hosted by EnFin or its designated Contractor. If the System is not operating within normal ranges, Monitoring Software will alert us and we will remedy any material issues.

(d) **Manufacturer Warranties**

Any manufacturer's warranty is in addition to, not in lieu of, the Limited Warranty described in this section. The System's solar panels carry a minimum manufacturer's warranty that: (1) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (2) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The inverters that convert the solar energy produced by the panels from variable direct current (DC) into a utility frequency alternating current (AC) carry a minimum ten (10) year equipment warranty.

(e) ***Maintenance and Operation***

- (i) When the System is installed, EnFin or its designated Contractor will provide you with a link to its System Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. EnFin will designate a Contractor to perform all required System maintenance.
- (ii) The Monitoring Software service requires a high speed Internet line to operate. Therefore, during the Agreement Term, you agree to maintain the communication link between Monitoring Software and the System and between Monitoring Software and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) or with wireless internet that is sufficient for our needs. This communication link must be a 10/100 Mbps Ethernet connection or its wireless equivalent that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line we will not be able to monitor the System.

(f) ***Making a Claim; Transferring this Warranty***

- (i) You can make a claim by:
 - A. emailing us at the email address at the top of this Agreement; or
 - B. writing us a letter and sending it overnight mail with a well-known service;
- (ii) EnFin will accept and honor any valid and properly submitted Warranty claim made during any Term by any person to whom you properly transfer the Lease.
- (iii) EnFin may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of our obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

(g) ***Exclusions and Disclaimer***

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

- (i) someone other than EnFin or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) normal wear and tear or cosmetic or aesthetic repairs that do not involve safety or performance of the System;

- (iii) you or a third party's misuse, abuse or alteration of the System; your failure to provide us access, at your expense, to a continuous high speed internet connection, during the Limited Warranty. This internet connection will have certain required minimum characteristics as determined by us;
- (iv) destruction or damage to the System or its ability to safely produce power not caused by EnFin or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Agreement, but we will not repay you for power it did not produce);
- (v) your failure to perform, or breach of, your obligations under the Agreement (e.g., you modify or alter the System);
- (vi) any damage caused by golf balls (in the case that the System is damaged by golf balls, You will be responsible for all costs associated with the repair or servicing of the System and you will not be allowed to let anyone other than EnFin or its designated Contractor repair or service the System. Additionally, EnFin will not be responsible for any lost power production due to damage from golf balls);

By placing my initials below, I acknowledge that I am solely responsible for any damage to the System caused by golf balls.

- (vii) any Force Majeure Event;
- (viii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (ix) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (x) a power or voltage surge caused by someone other than EnFin or its approved service providers, including a grid supply voltage outside of the standard range specified by your utility;
- (xi) theft of the System (e.g., if the System is stolen we will replace the System per the Agreement, but we will not repay you for the power it did not produce);
- (xii) you remodel your Home in a manner that results in shading the System; and
- (xiii) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 7(a) and (c) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY ENFIN WITH RESPECT TO THE SYSTEM. ENFIN HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 7, 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.

(h) ***System Repair; Removal During the Term***

- (i) You agree that if (i) the System needs any repairs that are not the responsibility of EnFin under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have EnFin or its designee perform such repairs, removal and reinstallation.
- (ii) EnFin will designate a Contractor to remove and replace the System from your roof while roof repairs are being made at a reasonable market cost for your area. You will need to provide storage space for the System during such time.

(i) ***Limit of Liability***

- (i) YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 7(c) UNDER THE LIMITED WARRANTY, AND IN NO EVENT SHALL ENFIN OR ITS AGENTS OR SUBCONTRACTORS 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.
- (ii) 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.
- (iii) Notwithstanding any other provision of this Limited Warranty to the contrary, EnFin's total liability arising out of relating to this Limited Warranty shall in no event: (A) For System Replacement: exceed the greater of (a) the Monthly Payment and (b) the original cost of the System; and (B) For damages to your Home, Belongings and Property: exceed two million dollars (\$2,000,000).

Section 8. ASSIGNMENT

EnFin may assign this Lease to one of its financing partners. You agree that EnFin may assign, sell, or transfer the System and this Lease, or any part of this Lease or the exhibits, without your consent. This assignment does not change EnFin's obligation to designate a Contractor to maintain and repair your System as set forth in the Limited Warranty. Any assignment of EnFin's rights and/or obligation under this Agreement shall not result in any change to your rights and obligations under this Agreement.

EnFin may also assign its rights or obligations under the Limited Warranty to a third party without your consent, provided that any assignment of EnFin's obligations under the Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. The Limited Warranty protects only the person who hosts the System. Your rights and obligations under the Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. The Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

Section 9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES.

You agree that the System is EnFin's personal property under the Uniform Commercial Code. You understand and agree that this Lease is not a contract to sell the System to you or a contract to sell you the energy the System generates. EnFin owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by EnFin, and shall at your expense protect and defend EnFin against the same.

You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system (with the exception of rebates or credits available solely to the homeowner) are the property of and for the benefit of EnFin, usable at its sole discretion. EnFin 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 EnFin so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system. This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to EnFin.

Section 10. PURCHASING THE SYSTEM

You have the option to purchase the System at the end of the Term and at the times detailed below (together with (i), (ii), and (iii) collectively, (the "**Purchase Option**") during the Initial Term. To exercise a Purchase Option you must be in good standing under this Lease and you need to give us written notice of

your intent to purchase within sixty (60) days of the applicable date and deliver payment to EnFin within thirty (30) days of receiving an invoice from us for the purchase price. You can purchase this System:

- (i) Upon the sale of the home as long as that sale is after the five (5) year anniversary of the Commercial Operation Date;
- (ii) If EnFin ever ceases its operations and fails to provide for a substitute provider; and
- (iii) At the end of the Initial Term.

When you exercise any Purchase Option, the price you will pay for the System will be the lesser of the System's fair market value at the time of purchase ("**FMV**") or value derived from the Purchase Calculation. If purchased at the end of the Initial Term, the Purchase Calculation is the sum of your estimated solar production for the ten-year period following the expiration of your Initial Term, multiplied by your average utility rate the year that the Initial Term ends, with this total figure being discounted by 10%. EnFin will determine the FMV of the System by hiring a third-party independent appraiser to estimate the value of a comparable in-service photovoltaic system (with a battery if applicable) in your state and utility service area. This valuation will consider the System's age, location, size, and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable incentives. EnFin's maintenance and repair obligations under the Limited Warranty ([Section 7](#)) will end when you purchase the System.

Section 11. PREPAY THE SYSTEM

- (a) You have the option to prepay all the expected Monthly Payments you will owe EnFin during the remaining portion of the Initial Term ("Prepayment"). EnFin Corp's obligations under the Agreement will not change if you make such a prepayment. After you pay the Prepayment, you will make no routine monthly payments during the Initial Term.
- (b) The amount you prepay will be based on the following:
 - (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus
 - (ii) the number of Monthly Payments remaining in the Initial Term multiplied by the amount of such Monthly Payments.

Section 12. BATTERIES

- (a) The System may include one or more batteries and, depending on the battery options available to you, those batteries may or may not be able to provide battery backup for your Home. Subsections b, c, d, e, f, and g of this section only apply in the event your System includes one or more batteries.

YES By selecting YES, I acknowledge that my System includes one or more batteries and that subsections b, c, d, e, f, and g are applicable to this Agreement.

NO Please check here if this is Not Applicable for you.

- (b) For each battery, the System will also contain a storage-enabled inverter/charger capable of providing power dependent upon the current state of battery charge. Your battery may provide a backup energy reserve. Each battery may draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by EnFin. You will be responsible for determining the minimum charge to leave on reserve for your battery in case of an outage.
- (c) As not all electrical loads are suitable for backup operation, upon site review, we may determine some circuits may be excluded or moved to a separate sub-panel. You are responsible for failure or damage caused by backing up more loads than EnFin approved and/or changing settings from initial installation conditions. We are not responsible for System failure caused due to excessive loads.
- (d) EnFin or its designees may, from time to time, administer and operate the System (including its battery) to optimize your Home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electric grid (if available in your utility area). EnFin may use the energy stored in the battery(ies) to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purpose.
- (e) DEPENDING ON THE BATTERY TYPE AND CONFIGURATION, ANY BATTERIES ASSOCIATED WITH THIS SYSTEM MAY BE ABLE TO PROVIDE BACKUP POWER DURING A POWER OUTAGE. HOWEVER, ENFIN DOES NOT GUARANTEE OR WARRANT THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT ENFIN WILL NOT BE LIABLE IF THE BATTERY FAILS TO PROVIDE BACKUP POWER, AND ENFIN DISCLAIMS ANY SUCH LIABILITY, REGARDLESS OF THE REASON FOR THE FAILURE. **DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.**
- (f) Please notify EnFin at the contact information at the top of this Agreement in the event your battery does not provide backup power during a power outage.
- (g) Under normal conditions of use, the battery(ies) should pose no danger to you. However, if mishandled, the battery may become dangerous, causing fire hazards, high voltage hazards, and mechanical damage, among other damage.

Section 13. TRANSFERABILITY OF THIS AGREEMENT

- (a) If you sell your Home you can:
- (i) Transfer this Agreement. If the person buying your Home meets EnFin's requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Lease (including your rights under the Limited Warranty). The System stays at your Home and the person buying your home will assume your rights and obligations under this Lease. You agree to give EnFin at least thirty (30) days but not more than three (3) months prior written notice if you want someone to assume your Lease obligations.
 - (ii) Purchase the System (see Section 10).
 - (iii) Prepay the System (see Section 11)
- (b) If you sell your Home and cannot comply with any of the options in subsection (a) above, you will be in default, as defined in Section 16, under this Agreement.
- (c) This agreement is free of any restrictions that prohibit the homeowner from freely transferring their Home. In the event of a foreclosure on your Home, your lender has the right (but not the obligation) to do ONE of the following:
- (i) terminate this Lease and require EnFin to remove the System subject to your obligations under Sections 16 and 17;
 - (ii) become a beneficiary (but not obligor) of this Lease free of charge (i.e., receive power from the System and enforce the Limited Warranty;
 - (iii) enter into a new Lease with us on terms no less favorable than the current Agreement; or
 - (iv) request transfer of the Lease under this Section 13 to a subsequent purchaser of your Home.
- (d) Upon your death, this Agreement can be transferred as described under Section 13(a) to your estate or heirs.

EnFin will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves our rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. We will explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. We will also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property and charge you a reasonable UCC Notice Removal and Refiling Fee.

Section 14. LOSS OR DAMAGE

- (a) Unless you are grossly negligent or you intentionally damage the System, EnFin 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 Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease.
- (b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, you shall continue to pay any amounts due under the Lease and, cooperate with EnFin, at EnFin's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

Section 15. LIMITATION OF LIABILITY

- (a) *No Consequential Damages.* ENFIN'S LIABILITY TO YOU UNDER THIS AGREEMENT 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.
- (b) *Actual Damages.* Except for claims under Section 5(h), neither party's liability to the other will exceed an amount equal to the maximum amount of total payments that could be payable by you under this Agreement. Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in Section 7.

Section 16. DEFAULT

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

- (a) you fail to make any payment when it is due, other than an amount that is subject to a good-faith dispute, and such failure continues for a period of thirty (30) days following receipt of written notice from the other Party (a "**Payment Default**");
- (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 fourteen (14) days after written notice;
- (c) you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- (d) you assign, transfer, encumber, sublet or sell this Lease or any part of the System without EnFin's prior written consent; or
- (e) you or any guarantor makes 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.

Section 17. REMEDIES IN CASE OF DEFAULT

If a Payment Default occurs, we may suspend performance of our obligations under this Agreement until the Payment Default is cured. We may also pursue any remedy under this Agreement, at law or in equity.

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;
- (b) 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;
- (c) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (d) proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;
- (e) disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- (g) 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;
- (h) use any other remedy available to us in this Lease or by law.

We may submit to credit 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 Lease as required.

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, EnFin does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, EnFin does not give up our right to use that remedy in case of a subsequent default.

Section 18. SYSTEM REMOVAL; RETURN AT END OF TERM

EnFin is responsible, in accordance with applicable laws and regulations, for safely clearing, cleaning, and removing the System from the Property. At the end of the Initial Term (if this Lease will not be renewed pursuant to Section 2) if you have not exercised your purchase option and you have not defaulted, then within ninety (90) days you agree to contact EnFin at the contact information listed at the top of this Agreement to schedule a convenient time for EnFin to remove the System from your Home at no cost to you. EnFin will remove the System without damaging your property, including removing the posts,

waterproofing the post area and return the roof as close as is reasonably possible to its original condition on an architecturally consistent basis before the System was installed (e.g., ordinary wear and tear and color variances due to manufacturing changes are excepted). EnFin will warrant the waterproofing for five (5) days after it removes the System. You agree to reasonably cooperate with EnFin in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

Section 19. FORCE MAJEURE

- (a) *Termination after Force Majeure Event.* You agree and acknowledge that should we fail to construct the System or otherwise fail to perform our obligations under this Agreement, due to reasons attributable to you or to a Force Majeure Event (as defined below), you will cooperate with us in mitigating such failure and we will not be liable for such failure. If such failure is caused by you, such failure shall be a Default as defined in Section 15. If such failure is due to a Force Majeure Event, each party shall have the right to terminate this Agreement after a period of ninety (90) days from the occurrence of such Force Majeure Event by written notice to the other party; provided such failure is continuing as of the end of such period. Upon termination, we will invoice you for all expenses and costs incurred for materials and any components and amounts due for services, filings, permitting, and labor performed by us up to the date of termination. You shall pay the invoiced amount within ten (10) days of the date of the invoice.
- (b) *Force Majeure Event Defined and Related Obligations.* A “**Force Majeure Event**” means any event, condition or circumstance beyond our reasonable control. It shall include, without limitation 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, commodity shortages, slow-down, or lock-out; explosion; fire; earthquake; abnormal or severe 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); pandemics or other widespread public health occurrences, the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by your utility equipment, actions by your local utility, supplies or products; and failure of equipment not installed or used by us or not under our control. We shall notify you in writing within a commercially reasonable period of time of the occurrence of a Force Majeure Event and such notice shall describe the Force Majeure Event and its estimated duration. Both parties shall use commercially reasonable efforts to mitigate the impacts of the Force Majeure Event on our ability to perform under this Lease.
- (c) *Termination Procedure.* Any termination of this Agreement must comply with the notice provisions set forth in Section 22.

Section 20. APPLICABLE LAW; FORUM SELECTION; DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION

Except as set forth below, this Agreement is subject to federal and the state laws of the state where your Home is located. We agree that you or EnFin Corp may elect to have any dispute, claim, or disagreement between us (a "Claim" as further defined below) be resolved exclusively by individual arbitration.

(a) *Applicable Law*: Except as provided below, this Agreement and any dispute between you and us will be governed by federal law and the state laws of the state where your Home is located, without regard to conflict of law principles.

(b) *Forum Selection*: Unless you and we agree otherwise, to the greatest extent permitted by law, disputes (except ones brought in small claims court or that are subject to arbitration) may be brought in state and federal courts in Orange County, California in addition to any other court with jurisdiction. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or venue in those courts or any right to seek to transfer or change venue of any such action to another court.

(c) *Dispute Resolution by Binding Individual Arbitration*: **PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY 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. YOU, THE HOMEOWNER, CAN OPT OUT OF THE ARBITRATION PROVISION AS DESCRIBED IN SUBPART "(2)" BELOW:**

(1) *General*: Section 20(c) of this Agreement ("Arbitration Provision") describes when and how a Claim (defined below) may be arbitrated. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), not by any state arbitration law. Solely for purposes of this Arbitration Provision, "EnFin Corp," "we," or "us" means (1) EnFin Corp, its past, present, and future parents, subsidiaries, and affiliates, and each of those entities' predecessors, successors, officers, directors, employees, agents, subcontractors, and assigns; and (2) any other third party that you name along with EnFin Corp as defendants in a single proceeding.

(2) *Opting-Out*: If you do not want this Arbitration Provision to apply, you have 30 days to reject this Arbitration Provision by sending a written notice ("a Rejection Notice") by U.S. mail to 300 Spectrum Center Drive, Suite 500, Irvine CA 92618. To be valid, a Rejection Notice must (a) include your name, phone number, current address, the address of the Home (if different), and a statement personally signed by hand by you that you opt out of the Arbitration Provision in this Agreement; and (b) be received by us or postmarked within thirty (30) days after the date you signed the Agreement. If your Rejection Notice complies with these requirements, then this Arbitration Provision will not apply to you. Rejecting this Arbitration Provision will not have any other effect on this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

(3) *Disputes Subject to Arbitration*: You or EnFin Corp may elect to have "Claims" arbitrated rather than resolved in court. "Claim" means any past, present or future claim, dispute or controversy between you and EnFin Corp that arises from or relates to this Agreement, the System, or the relationship between you

and us. "Claim" broadly includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) claims for mental or emotional distress or injury not arising out of bodily injury; (5) disputes about (a) information you gave EnFin Corp or facts that occurred before the date of this Agreement, (b) products or services provided or work performed by EnFin Corp (including any removal or reinstallation of solar panels that occurs after the Installation Completion), (c) communications, solicitations or disclosures concerning this Agreement or any other EnFin Corp products or services, and (d) financing, payments or the collection of monies owed and the manner of collection; and (5) disputes arising from the relationship(s) between you and EnFin Corp resulting from any of the foregoing.

(4) Disputes Not Subject to Arbitration: Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) either you or EnFin Corp may bring an action in small claims court (or an equivalent court), but if the dispute is transferred, removed, or appealed de novo to a different court, you or EnFin Corp may elect to compel arbitration; (2) claims arising from bodily injury or death; and (3) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. Also, you or EnFin Corp may, without waiver of the right to invoke arbitration, (1) exercise any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind. In addition, this Arbitration Provision does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf.

(5) Pre-Arbitration Notice of Disputes and Informal Resolution: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent to: 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618 ("Notice Address"). The Notice to you will be sent to your address listed on this Agreement. The Notice must include (a) the claimant's name, phone number, and mailing and email address; (b) the address of the Home; (c) a description of the underlying facts and basis of the claim or dispute; and (d) the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, if you have retained a lawyer to submit your Notice, you must also provide with the Notice your personally signed written authorization allowing us to discuss the Notice, the dispute, and your account(s) with your lawyer ("Attorney Authorization"). We may also ask you to verify your identity and the fact that you authorized submission of the Notice or disclosure of account information to your lawyer ("Verification"). You agree to cooperate with any reasonable request for Verification.

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference

(which can be after the 60-day period). You and our representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions that occurred at the Informal Settlement Conference.

Any applicable statute of limitations or contractual limitations period will be tolled for the claims and requested relief set forth in the Notice during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that a complete Notice (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) is received by the other party and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

(6) Starting or Electing Arbitration: An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended and the pre-arbitration requirements in subpart (5) above have been satisfied. (Subpart (10) below has additional requirements for commencing certain coordinated arbitrations.) A court will have authority to enforce this subpart (6), including the power to enjoin the filing or prosecution of arbitrations without first providing a 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 nor assess any fees in connection with an arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subpart (5). If a process arbitrator has been appointed at the request of a party, the process arbitrator also has the same authority as a court to enforce this subpart (6).

Once the Informal Resolution Period has ended, you or EnFin Corp may start an arbitration by filing a demand with the arbitration administrator pursuant to its rules. In addition, arbitration of a Claim filed in court may be required by filing a motion to compel arbitration with the court. Even if you and EnFin Corp have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or a Claim made by a new party in that or any related or unrelated lawsuit.

(7) Arbitration Procedures: The arbitration will be governed by the Consumer Arbitration Rules and, if applicable, the Mass Arbitration Supplementary Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Arbitration Provision, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by writing to the Notice Address. If AAA is unable or unwilling to administer the arbitration in accordance with this Arbitration Provision, another provider will be selected by the parties or, if there is no agreement, by a court with jurisdiction. Unless you and we agree otherwise, any arbitration hearings will take place in the county of the Home. If appropriate, the arbitrator may hold hearings by telephone or videoconference or decide matters on the basis of papers submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as provided in subpart (9) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. The arbitrator may consider rulings in arbitrations involving different Homeowners, but an arbitrator's ruling will

not be binding in proceedings involving different Homeowners (except for co-owners of the same Home). As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), and the arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties or counsel.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and subparts (5)-(6) and the arbitrator awards you an amount of money that exceeds the value of our last written settlement offer to you before the appointment of the arbitrator, then we will pay you \$5,000.00 in lieu of any smaller award. In determining whether you are entitled to the minimum \$5,000.00 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to payment of the \$5,000.00 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

(8) **Arbitration Fees:** The parties shall pay filing, administrative, and arbitrator fees in accordance with the AAA's rules. However, if you notify EnFin Corp in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the administrator (after submission of any required forms and documentation), you had fully complied with subparts (5)-(6) above, and if your request is reasonable and in good faith, EnFin Corp will pay or reimburse you for all or part of your fees. However, if the arbitrator determines that any party's claim or defense violates the standards of Federal Rule of Civil Procedure 11(b), the arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11, the AAA Rules, or other applicable law.

(9) **Requirement of Individual Arbitration:** The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. IF ARBITRATION IS ELECTED, NEITHER YOU NOR ENFIN CORP WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, UNLESS ALL PARTIES AGREE, THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON (EXCEPT FOR THE CLAIMS OF CO- OR JOINT HOMEOWNERS WITH RESPECT TO THAT HOME). An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief and proceedings or on consolidation are found to be unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

(10) **Coordinated Arbitrations:** If 25 or more claimants submit Notices or seek to file arbitrations raising similar Claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not), the parties will ask the AAA or other administrator to resolve all the cases in staged proceedings. You agree to this process even though it may delay the arbitration of your Claim. In the first stage, we and claimants' counsel will each select up to 25 cases (50 cases total) to be filed in

arbitration and resolved individually by different arbitrators to the extent feasible. In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, with EnFin Corp paying the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of claimants' counsel.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the arbitration administrator regarding the amount or timing of arbitration fees.

If this subpart applies to a Notice, the Informal Resolution Period for the Claims and relief set forth in that Notice will be extended (including the tolling of any limitations periods) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subpart, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of arbitration fees.

This subpart is intended to be severable from the rest of this Arbitration Provision. If, after exhaustion of all appeals, a court decides that the staging process is not enforceable, then the cases may be filed in arbitration and the payment of arbitration fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

(11) Additional Procedures for Complex Disputes: If the actual damages sought by either you or us in an arbitration exceeds \$1,000,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

(12) Survival and Conflict: This Arbitration Provision binds you and your heirs, successors and assigns, and EnFin Corp and its successors and assigns. This Arbitration Provision shall survive (1) the payment of amounts owed under this Agreement; (2) any sale, assignment or transfer of this Agreement; (3) any bankruptcy if consistent with applicable bankruptcy law; (4) any default or breach; (5) any

termination or cancellation of this Agreement; and (6) work performed or services provided under this Agreement. If this Arbitration Provision conflicts with the applicable arbitration rules or the other terms of this Agreement, this Arbitration Provision shall govern.

(13) Military Lending Act: If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

Homeowner(s) Initials:

BY INITIALING, YOU ACKNOWLEDGE YOU ARE ACCEPTING THIS BINDING ARBITRATION PROVISION AND UNDERSTAND YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL. YOU HAVE PREVIOUSLY BEEN GIVEN THE OPTION TO ASK QUESTIONS AND ACCEPT OR REJECT THIS PROVISION.

Section 21. WAIVER

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 Lease, 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.

Section 22. NOTICES

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

Section 23. CONTACTING YOU AND TELEPHONE CALL RECORDINGS

You agree that we, and our agents, service providers (collectively, the "**Communicating Parties**") may communicate with you using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to payments, information about the System, other matters relating to this Agreement or any other agreement with us, and your relationship with us more generally. You agree that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to the Communicating Parties. You also agree that the Communicating Parties may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to the Communicating Parties. You understand and agree that the Communicating Parties may always communicate with you in any manner permissible by law that does not require your prior consent. You understand that anyone with access to your telephone or your email account may listen to or read these communications, including text messages and voicemail messages. You agree that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications.

You agree to notify us immediately if any information you have provided to us changes, such as if you change telephone numbers, email addresses or are no longer the subscriber or usual user of a telephone

number that you have given to the Communicating Parties. You agree that the Communicating Parties may monitor and record your telephone calls and other communications with the Communicating Parties.

To revoke your consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you may contact us at the contact information listed at the top of this Agreement. To stop receiving text messages made with an automatic telephone dialing system, you may also reply "STOP" to any text message the Communicating Parties have sent to you. To stop receiving marketing emails, you must follow the opt-out instructions provided at the bottom of any such email.

Section 24. OPTIMIZATION SERVICES

EnFin or its designees may, from time to time, administer and operate the System (including its battery) to optimize your Home's energy production and consumption and, depending on where you live and the System, may in the future enroll the System in eligible programs, including demand response, government technology rebates, performance incentives, bill management opportunities, or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electric grid (if available in your utility area). In doing so, EnFin may: discharge or export a portion of the energy stored in the battery(ies) to the grid at times of high demand, send energy back to the grid to improve its operation, and otherwise manage the battery for similar purposes.

EnFin or its designees may enroll the System in one or more programs if and when it becomes eligible to do so in your location. EnFin will fully control and optimize the System's activities to generate incremental savings and value. This will not affect our obligations in this Agreement. Participation in these optimization services will remain in effect through the Term of this Agreement.

- (a) **Enrollment Process.** Before we enroll or un-enroll the System, EnFin or its designees will notify you of 1) how your System might be affected, 2) the expected duration of your participation, 3) the program partners, and 4) any additional authorizations or approvals that may be required. EnFin will operate the battery only within parameters approved by the manufacturer and utility programs so that such operation does not void or diminish the battery's warranty.
- (b) **Data Sharing Authorization.** You expressly authorize EnFin or its designees to access and use your electric consumption and other utility data, which may be obtained directly or indirectly by EnFin or its designees from your local electric utility or electric provider, to facilitate enrollment and participation in the program or programs, or as otherwise disclosed in applicable privacy policies. You agree that you will take necessary action to complete a data sharing authorization naming EnFin or its designees as recipient of your utility data if required. You also expressly authorize EnFin to process personal data collected as part of this Agreement or the installation of the System to authorize on your behalf the sharing of your utility data with EnFin or its designee, or as otherwise permitted by applicable law and privacy policies. Access to your utility data shall remain authorized for as long as this Agreement is in effect.
- (c) **Dual Enrollment in Programs.** You authorize EnFin or its designees to act as your sole Demand Response Provider, Energy Services Provider, or equivalent agent, consultant, or aggregation partner for your respective utility and grid operator. In the event that you dual enroll in conflicting programs

with your utility or with another third party that would prevent EnFin or its designee from enrolling the System in the program or programs, you agree that EnFin's authorization to enroll in the program or programs shall take precedence and that EnFin may work with your utility, grid operator, or other third party to disenroll you from any the conflicting program or programs.

- (d) Backup Power. Your system may provide limited backup power in the event of a utility outage. EnFin may direct for the use or export within certain limited circumstances, described above, of up to 80% of the stored energy from the Battery.

Section 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.

Section 26. PUBLICITY

EnFin will not publicly use or display any images of the System if you give us a written request not to use or display those images. Otherwise, you give EnFin permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

Section 27. RIGHT TO CANCEL

YOU, THE BUYER HAVE A LEGAL RIGHT TO CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT A, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Homeowner _____ BY INITIALING, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE
(s) Initials: AND YOUR RIGHT OF CANCELLATION.

[SIGNATURES FOLLOW.]

SIGNATURE PAGE AND CUSTOMER NOTICES

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

I have read this Agreement and Exhibits A, B, C and D in their entirety and I acknowledge that I have received a complete copy of this Agreement.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, EnFin may take back the System.

YOU, THE BUYER HAVE A LEGAL RIGHT TO CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT A, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Homeowner's Name:

Co-Homeowner's Name (if any):

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date:



Solar Lease Agreement

Signature: 

Printed Name: Alexander Samuel Kaplan

Date:

EXHIBIT A (EnFin Corp COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Solar Lease Agreement

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

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EnFin Corp, 300 Spectrum Center Drive Suite 500, Irvine, CA 92618 NOT LATER THAN MIDNIGHT of _____, which is SEVEN BUSINESS DAYS from the date you signed the Solar Lease Agreement.

I, [_____], HEREBY CANCEL THIS TRANSACTION on _____.

Homeowner's Name:

Co-Homeowner's Name (if any):

Signature:

Signature:

EXHIBIT A (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Solar Lease Agreement

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

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to EnFin Corp, 300 Spectrum Center Drive Suite 500, Irvine, CA 92618 NOT LATER THAN MIDNIGHT of _____, which is SEVEN BUSINESS DAYS from the date you signed the Solar Lease Agreement.

I, [_____], HEREBY CANCEL THIS TRANSACTION on _____.

Homeowner's Name:

Co-Owner's Name (if any):

Signature:

Signature:

EXHIBIT B

Performance Guarantee

Homeowner's Name:

Address:

_____Installation Location:

This Exhibit B sets forth the terms and conditions of a performance guarantee (the "Performance Guarantee") that is part of the Limited Warranty provided by EnFin Corp in connection with the Agreement. This Performance Guarantee is effective through the Initial Term of the Agreement.

1. Warranty. EnFin Corp guarantees that during the Initial Term of the Agreement the System will generate at least 90% of the expected annual production during the first year and that for each subsequent year, the performance will not decline by more than 0.55 percent per year. Applying this expected degradation factor, (the "**Methodology**"), the calculation of the guaranteed kilowatt-hours (kWh) ("**Guaranteed kWh**") of energy is set forth [below]:

a) Guaranteed kWh:

True- Up Term (Years)	Guaranteed Production (kWh/year)	Refund Rate (per kWh)	Monthly Payment
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			
11			
12			
13			
14			
15			
16			
17			
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25			

- b) True-Up Term and Refunds: if at the end of each twelve (12) month anniversary (except for the first such anniversary, which is explained below) of the Commercial Operation Date (each, a “True-up Term”) the Actual kWh (defined below) generated by the System is less than the Guaranteed kWh identified in the table above, then EnFin Corp will issue you refund. EnFin Corp will calculate this refund by subtracting the Actual Output for that True-Up Term from the Guaranteed Output for that True-Up Term (as identified in the table above), and multiplying the result by the Refund Rate per kWh (as identified in the table above). The amount resulting from this calculation is called the “Refund Amount.” [For the first two years of the Initial Term (year 1 and 2), the True-Up Term will be 24 months. EnFin Corp will pay you the Refund Amount within ninety (90) days after the end of the applicable True-Up Term.

“Actual kWh” means the electricity produced by the System in kWh as measured and recorded by EnFin Corp during each True-Up Term plus any kWh for which you previously

received a refund. EnFin Corp will measure the Actual kWh [using a monitoring device] or, if a monitoring device is unavailable, estimate the Actual kWh by reasonable means.

- c) Overproduction. If at the end of a True-up Term the Actual kWh is greater than the Guaranteed kWh during any True-Up Term, the extra kWh produced will be yours at no additional cost/this surplus will be carried over and will be used to offset any deficits that may occur in a subsequent True-Up Term.

[Signatures follow.]

Homeowner's Name:

Co-Owner's Name (if any):

Signature:

Signature:

Date:

Date:

EXHIBIT C

ENFIN PRIVACY NOTICE

FACTS	WHAT DOES ENFIN CORP. (“ <i>ENFIN</i> ”) DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: • Social Security number and income • account balances and payment history • credit history and credit scores When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons EnFin chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES ENFIN SHARE?	CAN YOU LIMIT THIS SHARING?
<i>For our everyday business purposes—</i> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<i>For our marketing purposes—</i> to offer our products and services to you	Yes	No
<i>For joint marketing with other financial companies</i>	No	We don’t share
<i>For our affiliates’ everyday business purposes—</i> information about your transactions and experiences	Yes	No
<i>For our affiliates’ everyday business purposes—</i> information about your creditworthiness	No	We don’t share
<i>For our affiliates to market to you</i>	No	We don’t share
<i>For nonaffiliates to market to you</i>	No	We don’t share

Questions?	Call toll-free at 833-586-3677 or email us at support@EnFin.com
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WHO WE ARE

Who is providing this notice?	EnFin Corp.
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WHAT WE DO

Why does EnFin protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to your personal information to those employees who need to know this information to perform their job duties. Employees who violate our policies and procedures are subject to disciplinary action.
How does EnFin collect my personal information?	We collect your personal information, for example, when you • give us your income information • provide employment information • provide account information • show your driver's license or government issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

DEFINITIONS

<i>Affiliates</i>	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include nonfinancial companies such as Axia Solar Corp., Hanwha Q CELLS Americas Holdings Corp. and Hanwha Q CELLS America Inc.
<i>Nonaffiliates</i>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • EnFin Corp. does not share with nonaffiliates so they can market to you.

<i>Joint marketing</i>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • EnFin Corp. does not jointly market.
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Other Important Information

California Residents. We will not disclose information we collect about you to unaffiliated companies, except as permitted by law.

Nevada Residents. We are providing you this notice pursuant to Nevada law. You may be placed on our internal Do Not Call List by calling 833-586-3677 or email us at support@EnFin.com. Nevada law requires that we provide contact information for the state's Bureau of Consumer Protection to all consumers that do business with us. The contact information for the Bureau of Consumer Protections, of the Office of the Nevada Attorney General, is provided below:

Address: 100 North Carson Street, Carson City, Nevada 89701

Phone number: 775-684-1100

Email: BCPINFO@ag.state.nv

North Dakota Residents. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing, without your authorization.

Vermont Residents. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, or credit report to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at [EnFin GLBA Privacy Notice](#) or call 833-586-3677 or email us at support@EnFin.com.

EXHIBIT D

EnFin Grid Service (Virtual Power Plant) Program: Customer Participation Agreement

Thank you for your interest in EnFin Corp.'s, (together with its affiliates "EnFin", "we" or "us") Grid Service Program (the "Program"). By agreeing to the terms of this Customer Participation Agreement ("VPP Agreement") and participating in the Program, you ("Participant") can help reduce stress on and stabilize your local power grid during times of high energy demand in your area by powering your home with energy stored in your qualified battery system of the type specified in Section 1.a. below ("System") instead of from the grid.

The Program is open to all residential customers located within the territory of a qualifying utility or load serving entity (each a "Utility" and together the "Utilities") who have one or more Systems that EnFin or its Partners (as defined in Section 1) can remotely control during a Grid Event, which is defined as any event in which EnFin and its Partners operate the system to optimize your Home's energy production and consumption for testing or participation in eligible programs, including but not limited to demand response, government technology rebates, performance incentives, bill management opportunities, or other utility-based or wholesale electricity market programs designed to support the reliability of the local electric grid (each, a "Grid Event"). EnFin may, from time to time, adjust the list of Utility territories that are eligible for participation in the Program. Within this Exhibit, your solar lease or PPA (whichever applicable) between you and EnFin is the "TPO Agreement" and any references to "Agreement" shall mean this VPP Agreement, not the TPO Agreement.

By signing below, you acknowledge that you have read this VPP Agreement and agree to be legally bound by its terms.

1. **Eligibility.** EnFin, its affiliate Hanwha Q CELLS America Inc., and its designated partners (collectively "Partners") in its sole discretion shall determine Participant's eligibility to participate in the Program. Eligibility requirements include:
 - a. Participant must own a qualified battery system, including Q.HOME CORE and potentially other battery systems in the future. Participant's System must be installed and connected with a web-based remote monitoring system during the Program Term (as defined in Section 4 below).
 - b. Participant must be located in a Utility's service territory.
 - c. Participant must receive electric service on a residential rate schedule.
 - d. Participant has a Utility-approved electric smart meter.
 - e. Participant is not simultaneously enrolled in another demand response program offered by a Utility, third-party demand response provider or community choice aggregator ("CCA"). If Participant is enrolled in a competing program, Participant must first unenroll from such program and then enroll exclusively in the Program.
 - f. Participant must not have previously enrolled in the EnFin Grid Services Program (including through a different marketing and/or installer channel).
 - g. Participant must be at least 18 years of age.
 - h. Participant expressly authorizes EnFin and its Partners to access and use Participant's electric consumption and other Utility data, which may be obtained directly or indirectly by EnFin or its Partners from your local electric utility or electric provider, to facilitate enrollment and participation in the Program, or as otherwise disclosed in applicable privacy policies.

- i. If required, Participant shall complete a utility data sharing authorization that will authorize EnFin or its Partners to access Participant's Utility data by registering through a webpage link that may be provided by EnFin or its Partners.
2. **Authority.** Participant may not participate in the Program unless Participant has the authority to control the System and is the "Customer of Record" for the Utility account associated with the address at which the System is installed. By accepting these Terms, Participant represents that Participant has authority to control the System and is the Customer of Record in that manner, and that EnFin and its Partners can rely on those confirmations in connection with the Program.
3. **Participant System Control Requirements.** By accepting this Agreement, Participant grants EnFin and its Partners remote access to control the System automatically and charge and/or discharge the System during a Grid Event. Other than Participant's own operation of the System, EnFin and its Partners will have exclusive access to the System. Participant will have the ability to set a minimum level of charge as a backup reserve ("Backup Reserve"), but Participant agrees that such Backup Reserve setting will not exceed 20%. EnFin will not draw Participant's System's state of charge (SOC) below Participant's designated Backup Reserve and will not discharge Participant's System when the state of charge is below the Backup Reserve. Except for honoring Participant's Backup Reserve, EnFin may charge or discharge the Participant's System at any time and to any level.
4. **Program Term.** The "Program Term" begins upon the Participant's execution of this Agreement and successful enrollment of the System into the Program (the "Enrollment Date") and shall continue until the expiration of the TPO Agreement for the System. Participant may terminate this Agreement only by terminating the TPO Agreement for the System pursuant to any applicable provisions provided in the TPO Agreement.
5. **Grid Events.** Grid Events will be triggered at the discretion of EnFin and its Partners and without notice to the Participant. Grid Events may be triggered the day before, or immediately preceding the Grid Event, and the Grid Event hours can be at any time of day. Each event is typically 1 - 4 hours, however, the duration of Grid Events may change over time as the design of grid support programs evolve. EnFin will call Grid Events as frequently as is required to meet the requirements of local grid services programs that EnFin participates in to support the grid.
6. **Compensation.** As consideration for the Participant's participation in the Program, EnFin will compensate the Participant as follows:
 - a. Participant recognizes and acknowledges that the contract price of the TPO Agreement offered to Participant for the System or Systems has already been adjusted to reflect the value of Grid Events and participation in the Program is a precondition of the price afforded to Participant.
 - b. Within 30 days after the Enrollment Date, as appreciation of your support of the Program and commitment to grid stability, EnFin will send to Participant (via the e-mail address provided by Participant during the enrollment process) an electronic prepaid Visa Reward Card (a "Program Gift Card") in the amount of \$100.00 for enrolling a System. Participant shall be solely responsible for reviewing and complying with the Visa Inc. cardholder agreement and all terms and conditions of use (including expiry terms) that are applicable to the Program Gift Card. Users will forfeit any unused funds after the expiration term stated for the Program Gift Card.
 - c. EnFin and its Partners may receive compensation as a result of your participation in the Program including, but not limited to load shifting, capacity, voltage management, frequency regulation, or any other use of the System energy within the parameters described in Section 3 above. In exchange for EnFin's ability to control the System and receive compensation as a result of your participation in the

Program, you will receive the above-stated Program Gift Card(s). You hereby agree that the Power Purchase Agreement and the Program Gift Card(s) is full and sufficient consideration for your participation in the Program and You waive any and all claims to further compensation from EnFin or any third party for the duration of the System(s) useful life.

- d. ALL REWARDS ARE PROVIDED “AS-IS.” NEITHER ENFIN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPANT’S USE OR MISUSE OF ANY PROGRAM GIFT CARD.

- 7. **Participant System Data and Other Information.** Participation in the Program involves EnFin and its designated partners having access to certain Participant personal identifiable information and energy use data, including but not limited to, Participant’s name, address, energy usage, utility account number, System information, data generated from the Program and other personal information, collectively referred to as “Data”. Participant agrees that EnFin and its employees and representatives, as well as its designated partners, may collect, use, store, and disclose the Data in accordance with EnFin’s privacy policy located on our website at <https://us.EnFin.com/privacy-policy/> (which privacy policy terms shall be considered part of this Agreement). Participant further authorizes EnFin to provide any Data to the applicable Utilities upon its request or as otherwise required by law.
- 8. **CONTACTING YOU; CALL RECORDING.** Participant agrees that EnFin, and its employees and representatives, as well as its Partners (collectively, the “Communicating Parties”), may communicate with Participant using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to the Program and this Agreement. You agree that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to the Communicating Parties. You also agree that the Communicating Parties may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to the Communicating Parties. You understand and agree that the Communicating Parties may always communicate with you in any manner permissible by law that does not require your prior consent. You understand that anyone with access to your telephone or your email account may listen to or read these communications, including text messages and voicemail messages.
 - a. **You agree that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications.**
 - b. **You agree to notify us immediately if any information you have provided to us changes, such as if you change telephone numbers, email addresses or are no longer the subscriber or usual user of a telephone number that you have given to the Communicating Parties. You agree that the Communicating Parties may monitor and record your telephone calls and other communications with the Communicating Parties.**
 - c. **To revoke your consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you may write to us at contractinquiries@enfin.com or Hanwha Q CELLS America Inc., 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618, Attention: Energy Service Development. To stop receiving marketing emails, you may contact us as set forth above or follow the opt-out instructions provided at the bottom of any such email (if applicable).**

9. **No Warranty; Disclaimer.** EnFin expressly disclaims all warranties of any kind relating to the Program, whether express, implied or statutory including but not limited to any implied warranties for conditions, merchantability, fitness for a particular purpose, title, non-infringement or misappropriation of intellectual property rights.
10. **Indemnification; Limitation of Liability.** In no event will EnFin or its Partners indemnify you for any loss or injury to you or your property caused by this Agreement or the Program. In no event will EnFin or its Partners be liable for any direct, indirect, incidental, special or consequential damages arising in connection with the Program, including but not limited to reduced charging of the System during a power outage that causes a loss of power, or any other loss of power for whatever reason. If Participant is dissatisfied with the Program, any of the terms of this Agreement, or believes EnFin has breached this Agreement in any way, Participant's sole and exclusive remedy is to discontinue participation in the Program by terminating the TPO Agreement for the System pursuant to any applicable provisions provided within the TPO Agreement.
11. **Termination By EnFin.** EnFin and its Partners have the sole discretion to terminate a Participant's participation in the Program at any time without cause by providing Participant written notice of termination.
12. **General.**
 - a. *Entire Agreement.* This Agreement is the entire agreement between EnFin and Participant concerning the Program's eligibility and participation requirements.
 - b. *No Assignment.* This Agreement may not be assigned by Participant without EnFin's prior written consent.
 - c. *Severability and Waiver.* If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect.
 - d. *Survival.* Termination of Participant's enrollment in the Program will not affect the obligations and rights under this Agreement which are intended to survive such termination.
 - e. *CPUC Jurisdiction.* This Agreement shall be subject to all legal and regulatory requirements applicable to the Program (including, without limitation, any decisions, orders or rules of the CPUC).
 - f. *Governing Law.* Except as set forth in the Arbitration Provision below, this Agreement is governed by the laws of the State of California.
 - g. *Amendments.* This Agreement may be changed by EnFin unilaterally and in its sole discretion from time to time by posting the amended Terms on the Program webpage and by providing notification of the amended Terms to Participant by email. The amended Terms will be effective on the date specified in the respective posting.
13. **Arbitration Requirement and Class Action Waiver.**

PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. YOU, THE BUYER, CAN OPT OUT OF THE ARBITRATION PROVISION AS DESCRIBED IN SUBPART "b" BELOW.

- a. **General:** This Arbitration Provision describes when and how a Claim (defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of a neutral person (the "Arbitrator") instead of in court in front of a judge and/or jury. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), not by any state arbitration law. Solely for purposes of this Arbitration Provision, "EnFin" means (1) EnFin Corp., 2) Hanwha Q CELLS America Inc., 3) each of its subsidiaries, affiliates,

successors, subcontractors and assigns, and any of their employees, officers, directors and agents; and (4) any other third party that you name along with EnFin as defendants in a single proceeding.

- b. **Opting-Out:** If you do not want this Arbitration Provision to apply, you must send to us a written notice which specifies your name and address, identifies this Agreement, and states that you opt out of the Arbitration Provision. The notice must be signed by you and sent by mail (not electronically) to Hanwha Q CELLS America Inc., Attn: ARBITRATION, 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618. The notice must be postmarked within thirty (30) days after your execution of this Agreement. Opting out will not have any other effect on this Agreement. If you don't opt out, the Arbitration Provision will be effective as of the date of your execution of this Agreement.
- c. **Disputes Subject to Arbitration:** You or EnFin may elect to have Claims arbitrated rather than resolved in court. "Claim" means any past, present or future claim, dispute or controversy between you and EnFin that arises from or relates to this Agreement. "Claim" broadly includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) disputes about (a) information you gave EnFin or facts that occurred before the date of your execution of this Agreement, (b) products or services provided or work performed by EnFin, (c) communications, solicitations or disclosures concerning this Agreement, and (d) financing, payments or the collection of monies owed and the manner of collection; and (5) disputes arising from the relationship(s) between you and EnFin resulting from any of the foregoing.
- d. **Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) Either you or EnFin may bring an action in small claims court (or an equivalent court), but if the dispute is transferred, removed, or appealed to a different court, you or EnFin may elect to compel arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide. Also, you or EnFin may (1) exercise any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
- e. **Starting or Electing Arbitration:** You or EnFin may (a) start an arbitration by filing a demand with the arbitration administrator pursuant to its rules, or (b) require arbitration of a Claim filed in court by filing a motion to compel arbitration. Even if you and EnFin have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
- f. **Choosing the Administrator:** The party commencing the arbitration may select either the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org, or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com, to administer the arbitration under their consumer rules. If AAA and JAMS cannot serve, and the parties cannot agree on an alternative, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision. Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to

compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules.

- g. **Jury Trial Waiver:** IF YOU OR ENFIN ELECT TO ARBITRATE A CLAIM, YOU AND ENFIN WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT BEFORE A JUDGE OR A JURY.
- h. **Class Action Waiver:** ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. IF ARBITRATION IS ELECTED, NEITHER YOU NOR ENFIN WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR ENFIN WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this Section.
- i. **Location and Costs:** Any in-person hearing must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. The parties shall pay filing, administrative and Arbitrator fees in accordance with the administrator's rules. However, if you notify EnFin in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the administrator, and if your request is reasonable and in good faith, EnFin will pay or reimburse you for all or part of your fees. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If EnFin prevails in an individual arbitration that either you or EnFin commenced, EnFin will not seek to recover its fees or costs from you. However, if the Arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11.
- j. **Law Applied.** The Arbitrator shall apply applicable substantive law consistent with the FAA and statutes of limitations and claims of privilege. The Arbitrator may award all remedies that would apply in an individual court action, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim).
- k. **Arbitration Award:** At the timely request of either party, the Arbitrator shall provide a written explanation for the award. The award shall be final and binding, except for any appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction. Any finding, award or judgment from the arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.
- l. **Survival and Conflict:** This Arbitration Provision binds you and your heirs, successors and assigns, and EnFin and its successors and assigns. This Arbitration Provision shall survive (1) the payment of amounts owed under this Agreement; (2) any sale, assignment or transfer of the Program or this Agreement by EnFin; (3) any bankruptcy if consistent with applicable bankruptcy law; (4) any default or breach; (5) termination or expiration of this Agreement or the Program and/or Participant's withdrawal from the Program; and (6) work performed or services provided under this Agreement. If this Arbitration Provision conflicts with the

applicable arbitration rules or the other provisions of this Agreement, this Arbitration Provision shall govern.

- m. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

14. **DATA AUTHORIZATION TERMS.** These Data Authorization Terms allow you or the entity you represent to exercise your right to disclose your Energy Usage Information (as defined below) and certain Personal information (as defined below) that has been provided to EnFin to its Partners for the purpose of providing grid services to you directly or through an authorized partner (i.e., through participation in the EnFin Grid Service Program). These Data Authorization Terms are a binding legal agreement between you and EnFin. Please read these Data Authorization Terms carefully. By connecting and authorizing your applicable utility account and enrolling in the Program, you acknowledge that you have read, understood, agree with and accept these Data Authorization Terms.

- a. **Demand Response Provider Authorization:** You authorize EnFin and its Partners to act as your grid services provider, or to act as your agent to authorize a demand response provider or similar on your behalf, and perform or authorize demand response activities and related ancillary services for the purpose of providing flexibility to the electric grid, including reducing or increasing energy demand in response to a signal or pricing mechanism.
- b. **Prohibited Resources:** You must not use any distributed generation technology using diesel, natural gas, gasoline, propane, or liquefied petroleum gas (collectively, “Prohibited Resources”) to reduce load during any demand response activity or event. You acknowledge and assent that you do not have any Prohibited Resources on-site at your residence and will not use any Prohibited Resources in the event you introduce or bring Prohibited Resources on-site in the future. If you introduce or bring Prohibited Resources on-site at your residence, EnFin reserves the right to disconnect your account and access to any demand services provided by EnFin and its Partners or a demand response provider authorized in accordance with these Data Authorization Terms. If you are a non-residential customer (either an individual or entity), you must complete and sign a [customer attestation form](#).
- c. **End Customer Data Collection and Use.**
 - 1. You authorize EnFin and its Partners to collect any usage or consumption data obtained through your utility’s metering infrastructure, which includes energy meters and related systems, (“Energy Usage Data”), which may be associated with any information that can reasonably be used to identify you, your family, household residence, or non-residential customer, such as your first and last name, address, phone number, email address and account information (“Personal Information”) and other non-personal information, such as rate schedules, from the applicable utility for the purposes listed in Section 14(c)(3) below. Energy Usage Data and Personal Information are collectively referred to as “End Customer Data”. All End Customer Data will be processed in accordance with these Data Authorization Terms and EnFin’s Privacy Policy, available at: <https://www.enfin.com/privacy-policy>.

2. You authorize EnFin and its Partners to act as your agent to automatically revoke the transmission of End Customer Data from your utility to EnFin and its Partners on your behalf upon your disenrollment from the demand response service or program.
 3. EnFin and its Partners will use End Customer Data for a variety of purposes including the following:
 - i. to provide demand response, generation, and/or grid services;
 - ii. to build data models to administer and improve demand response, generation and grid services;
 - iii. to send information including confirmations, alerts and support and administrative messages;
 - iv. to respond to and resolve invoicing or billing disputes; and
 - v. to communicate with you through email or any other medium that you have authorized to provide you with information, updates and marketing about EnFin and our Partners' services.
 4. EnFin and its Partners may aggregate your Energy Usage Data with that of other end customers in various formats so your Energy Usage Data becomes anonymous and cannot personally identify you. EnFin and its Partners use this information for various analysis, reporting and program management purposes. This aggregated information is not considered Energy Usage Data or Personal Information and may be shared with third parties EnFin and its Partners do business with.
- d. **Sharing Your End Customer Data:** EnFin and its Partners will not rent, sell or share your End Customer Data with other people or non-affiliated third parties, except with your consent or as necessary to provide grid services as authorized by you in these Data Authorization Terms. EnFin and its Partners may provide limited access to some of your End Customer Data to the following types of third parties:
1. **Authorized Partners for Demand Services Programs.** EnFin and its Partners are engaged by and collaborate closely with various utilities, demand response services aggregators, and other partners to provide demand response services to end customers.
 2. **Service Providers.** EnFin and its Partners work with a wide range of third-party providers, notably database administrators, cloud computing services, advertising services, data analysts, application service providers, connected home service and device providers, and other non-governmental organizations. EnFin does not authorize these service providers to use or disclose your End Customer Data, except in connection with providing their services or for the purpose of assisting EnFin to provide services to you.

Homeowner's Name:

Co-Signer's Name (if any):

Signature:

Signature:

Date:

Date:

Service & Repair Benefits

EnFin wants to ensure that your solar system continues to generate the optimal energy throughout its life. That's why we have partnered with Omnidian for the professional monitoring and hassle-free service management of your system.



How is my system maintained after it is installed?

EnFin's Smart Energy Monthly Levelized Lease includes repairs and maintenance for your solar system. Omnidian is EnFin's service partner, and you will hear directly from Omnidian by phone and email if they detect any issues with your system's performance.

Proactive Monitoring



Omnidian's AI-powered technology and solar experts begin monitoring the performance of your solar system once it has been energized.

Intelligent Issue Detection



If Omnidian detects an issue, Omnidian's team will contact you to remotely troubleshoot and will notify you of temporary conditions, such as snow.

Service Management



If your solar system requires onsite service, Omnidian's team will coordinate the technician's visit and manage the repair until it is complete.

Five-Star Customer Support



Omnidian's live US-based solar experts are available by phone, chat, and email seven days a week for questions about system performance.



By initialing this document, you are acknowledging receipt of this explanation of your Service & Repair Benefits. This document does not supersede any details of your contract with EnFin. Omnidian is contracted by EnFin to monitor and service solar systems and does not have a direct contract or obligation to any party who has a Smart Energy Monthly Levelized Lease contract with EnFin.

What happens next?

You will continue to work with EnFin and their partners through the design, engineering, and installation process. After your system has been installed and is activated, Omnidian will be there to monitor your system's performance and manage any service needs.

EnFin Proposal Signing

1

EnFin has included repairs and maintenance for your solar system, powered by Omnidian, as part of your Smart Energy Monthly Levelized Lease.

Finalize Design & Solar Installation

2

EnFin's team and partners will guide you through the design, engineering, and installation process.

Solar System Permission to Operate

3

Once your system receives approval from your utility and is activated, EnFin will provide Omnidian with the final system details.

Omnidian Email Communications

4

Omnidian will send you an email when your system is connected to our proactive monitoring technology and will notify you of any issues.

Let's Connect

If you have any questions about your system's performance, please reach out to us:

 866.970.1109

 support@EnFin.com

This system offset is . I attest that the information provided for my historical and/or future energy needs to be accurate when sizing my solar system and I understand that if my energy needs don't increase as expected, I will be paying for power that I'm not using. EnFin has no obligation to do any independent investigation of the accuracy or validity of these representations, and shall bear no responsibility or liability if my energy needs don't increase as expected, except as provided in the Agreement.

Homeowner's Name:**Co-Homeowner's Name(if any):****Signature:****Signature:**

AFFIRMATIVE CONSENT FOR ACCESS, MONITORING, AND MAINTENANCE OF YOUR SOLAR SYSTEM

You, as the Homeowner(s), understand that EnFin partners with our affiliates and third parties (as needed), including, but not limited to, Omnidian, Inc., for purposes of maintenance, service, and repair of your Solar System (including battery) after installation. See Omnidian's Service & Repair Benefits provided attached.

In order to provide you with maintenance, service, and repair of your Solar System (including battery) after installation, by signing below, you are providing your affirmative consent to EnFin, our affiliates, and our third parties to access, monitor, and maintain your Solar System.

Homeowner's Name:

Co-Signer's Name (if any):

Signature:

Signature:

Date:

Date: