



State Contractors Licenses:
FL# EC13008698 EC13010036 CBC1263094
NC# U.34696
SC# 115757

Customer Service:
727-945-6060
info@unicitysolar.com

RESIDENTIAL PURCHASE AGREEMENT

CUSTOMER NAME AND CONTACT INFORMATION:

Name(s): Christelle Putney, Jasen Putney

Primary Phone: (352) 301-2644

E-Mail: christjosma97@gmail.com

Other Phone:

PROPERTY ADDRESS AND PAYMENT INFORMATION:

Address: 1340 SW Indian Glen Lake City, FL 32025

Date: 02/26/2022

Payment Method:

Solar Energy System Details:

System Size: 9.86

Panel Type: Q. Cells Q.Peak DUO BLK-G6+

Inverter Type: Enphase

Our Assurance Promise*:

- 25yr. Panel Manufacturer Warranty
- 25yr. Inverter Manufacturer Warranty
- 25yr. Workmanship and Materials Warranty
- 24/7 System Monitoring Application
- 25yr. No-Cost Warranty Service
- Leak-Free Roof Penetration Guarantee
- 25yr. System Production Guarantee

13842 kWh Guarantee 1st Year

"Notes" Section

Contract Price**:

Total Price: \$ 44,902.78

Payment Details: Concert Finance 25 1.49
Down Payment: \$0.00
Final Payment: \$44,902.78

*See Section B for all warranty details and Sections P1-P6 for Production Guarantee Details

**Price reflects all trade-ins, specials and discounts. All Contracts and Purchase Agreements are subject to final office approval.

Unicity Solar Energy, LLC is Headquartered at 612 Florida Avenue, Palm Harbor, FL 34683. Unicity Solar Energy, LLC maintains active licenses and any required insurances and bonding in Florida, North Carolina and South Carolina

This RESIDENTIAL PURCHASE AGREEMENT (together with all other documents expressly incorporated herewith, this "Agreement") is entered into as of the last date set forth on the Signature Page, below ("Transaction Date"), by Unicity Solar Energy, LLC., a Florida Limited Liability Company (together with its successor and assigns, "Seller" or "seller"), and the undersigned BUYER(S) (together with successors and permitted assigns, "Buyer" or "buyer")

Section A- General Terms and Conditions:

1. Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. Venue for payment discrepancies is to be determined by seller only.
2. Buyer acknowledges that he/she has read this agreement in full, that it is the complete agreement between the parties and that no oral promise or representation of any kind will be recognized by or asserted against Seller.
3. Federal and/or State tax credits, rebates or incentives for installing solar products may reduce purchaser's income tax obligation. Based on purchaser's individual tax situation, the tax credit, rebate or incentive may take more than one year to receive in full. Seller does not give tax advice and buyer should consult their own accountant or tax expert regarding the applicability of tax credits, rebates or incentives.
4. Buyer agrees any scope of work necessary to complete a proper installation which falls outside of Sellers' licensing will be performed by a properly licensed entity chosen by seller in accordance with applicable licensing laws as certain trades require a specialty license.
5. Any and all rebates, incentives or tax credits are the sole responsibility of Buyer to inquire about, apply for and receive.
6. Buyer authorizes Seller to make inquiries of others concerning credit information, including, but not limited to, procuring consumer reports from consumer reporting agencies.
7. Both parties agree that any dispute arising from this agreement shall be kept private and confidential and not filed or recorded in any public record. The Buyer agrees to keep this transaction and any issue arising from the transaction private and not to discuss, publish or disseminate any information without prior written consent of Seller or its affiliates.
8. A dispute arising from this contract shall be heard by an arbitrator located in Sellers' residing county and agreed to by both parties and paid solely by the Buyer.
9. Seller is not and does not imply that it is affiliated with any government entity or electrical utility company and Buyer acknowledges that no such claim has been made or implied.
10. Seller is not responsible for tax credits, utility rebates and/or any other 3rd party programs/incentives.
11. Any returned checks will be charged a fee of \$30. Should a contract have to go to collections, Buyer shall pay two times the collection fee incurred and any and all legal or other fees incurred by Seller. Any credit card chargeback found to be unwarranted, denied, or reversed in-favor of the seller will be subject to a 20% administrative fee of the total transaction amount.
12. Seller does not guarantee any future utility savings or increases to Buyer. Seller does not assert any guarantee of savings and actual savings, if any, will depend upon Buyer's actual energy usage.
13. Any attachments to this contract regarding product specification, sizes or construction details and specifications are for illustration and general information purposes only.
14. Buyer agrees that Seller is not responsible for any utility company connections/tie-ins and Seller cannot control the expediency of the utility company to perform any required work prior to, or after Seller has installed products.
15. To ensure proper performance, all products must be installed pursuant to applicable code, manufacturer instructions and within the limitations of the building structure. Under NO circumstances will product

engineering, site specifications, warranty requirements, building department requirements, installation requirements, manufacturer tests and recommendations of application/installation be altered. Buyer agrees they do not have authority to alter, change or release liability from the aforementioned requirements for any reason. Should any third party other than Seller alter, change, relocate or damage products provided and installed by Seller or portions of any products installed by Seller, all warranties shall be null-and-void and Buyer bears responsibility and liability and releases seller along with any of its affiliates from all liability.

16. It is mutually understood and Buyer agrees that installation is considered complete upon completion of product installation. Any inspections, utility tie-in or interconnects, net metering, system activation, or any other service related, utility, building department or manufacturer related delays are out of the Sellers control and do not warrant the job as incomplete and Seller will be held harmless and not responsible for delays in any of these processes as they are out of Sellers control.

Section B- Warranties:

1. Manufacturers' Warranties: Seller does not provide any warranty to Buyer with respect to any component of the System. Any manufacturer's warranty is in addition to, not in lieu of, the limited or workmanship and material warranties described herein. Any workmanship or labor warranties expressed herein, with regards to Seller providing labor for any warranty claims is for labor only and manufacturer will be responsible for replacement of any items which fall under manufacturer warranty prior to, or in junction with Seller providing the labor for replacement or service under said warranty.

2. Workmanship and Materials Warranty: Seller warrants its photovoltaic installation to be free from defects in material and craftsmanship for the period listed herein, commencing on the date of installation unless otherwise stated on the face hereof. All warranties are void if payment is not made or authorized when due. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal business hours, remedy the defect. In no event shall Seller be held liable for water or any other damage caused by any delay in remedying a defect. To obtain warranty performance, Buyer is to notify Seller of any defect or claim for breach at the telephone number or address on the face hereof in a prompt manner.

EXCLUSIONS, LIMITATIONS and DISCLAIMER of WARRANTIES: Buyer's right to repair and replacement are Buyer exclusive remedies. Seller shall not be liable for incidental or consequential damages. Seller shall not be responsible for (i) Work performed by, or materials installed by or altered by anyone other than Seller. (ii) Defects and failures from mistreatment or neglect or otherwise not caused by defects in Seller's materials or workmanship. (iii) Lightning strike or any other natural disaster or acts of God, war, riots, looting, solar eclipse, or any other natural or man-made occurrence outside of normal operating conditions. (iv) Defective roofing and/or roof leaks. (v) Defective electrical panel or existing home wiring. (vi) Ancillary products such as energy efficient items carry a one-year workmanship warranty along with any manufacturer warranties. (vii) Any Force Majeure Event as defined in Section B(3). (viii) Buyers acts or omissions, including Buyers failure to abide by the terms of this agreement. (ix) Vandalism, theft, or tampering by anyone, including Buyer. (x) Damage caused by hail or ball strikes (xi) any other cause beyond Seller's reasonable control.

3. Force Majeure: If Buyer or Seller is unable to perform any of the obligations under this Agreement because of a Force Majeure Event, such affected Party will be excused from whatever performance is affected by the Force Majeure Event, provided that the suspension of such obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event. "Force Majeure Event" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence such Party without fault attributable to it is unable to overcome, including, but not limited to, action by a governmental

authority, the failure to act on the part of any governmental authority or the Utility (provided that such action has been timely requested and diligently pursued), failure to obtain or maintain a permit, license, consent, or approval (provided that such Party has made timely and reasonable commercial efforts to obtain and maintain the same), labor dispute, strike, work-stoppage, slow-down, lockout, flood, earthquake, volcano, fire, lightning, wind, epidemic, war, terrorism, riot, economic sanction or embargo, civil disturbance, act of god, unavailability of electricity from the Utility, equipment, supplies of products, power or voltage surge caused by someone other than the affected Party, or failure of equipment not utilized by or under the control of the affected Party. In absolutely no event shall a Force Majeure Event excuse Buyer from any payment obligations under this Agreement.

4. Leak-Free Roof Guarantee: In addition to the Workmanship and Materials Warranty as outlined in Section B(2), Seller warrants any penetrations to the roof which are made to secure the photovoltaic system to the roof of the structure to be free from leaks for a time period of either 25 years or until the roof is replaced on the structure, whichever occurs first. All exclusions in Section B(1)(2) and (3) apply to Section B(4), as well as the following:

ADDITIONAL EXCLUSIONS, LIMITATIONS and DISCLAIMER of Leak-Free Roof Guarantee: (a.) Leak-Free Roof Guarantee only applies to penetrations made by Seller, to the structure of the property listed herein, in which penetrations were made for the purpose of properly securing the photovoltaic system to the roof of the structure. (b) Seller is not responsible for leaks, defective roofing, or defective roof trusses or decking which is not deemed to be the fault of the Seller as this would be a developing condition outside the scope of Sellers installation or a pre-existing condition of the roof which Seller cannot be held liable for. (c) In the event that a roof leak occurs, Buyer must take reasonable steps to validate the source of the leak prior to any attempt to hold Seller liable for said leak, as Seller is not responsible for performing any survey of damage or roof leak prior to an assessment by a properly licensed roofing professional or inspector to validate the source of the leak. (d) Seller reserves the right to hire a licensed professional to survey and/or assess any damage as Seller deems fit for the purpose of validating any survey or assessment performed by a licensed professional on behalf of the Buyer. (e) If Sellers' work is deemed to be the source of a roof leak, Seller shall only be responsible for the immediately effected area and Buyer will have no right to any claim against Seller to repair or replace any additional area of the roof except for the immediate area where roof penetration leaked. (f) Seller shall be deemed free from any claims due to Buyers roof eroding, decaying, rotting, decomposing, or otherwise developing defects on or under the section of roof where the photovoltaic system was installed, which directly causes the roof to leak due to photovoltaic mounting hardware losing its original integrity. (g) Seller is not responsible for damage that develops to the roof where the photovoltaic system is installed which is caused by a defect in the roof where Seller did not make penetrations to secure the photovoltaic system. (h) Warranty is void if any modification to the area directly surrounding the roof is modified or altered in any way, including any modifications to the photovoltaic system or any of its components without notice and the consent of Seller.

5. 25yr. No-Cost Warranty Service: In addition to the Workmanship and Materials Warranty as outlined in Section B(2), Seller shall provide warranty labor services to Buyer at no-cost to Buyer in the event a warranty claim is granted by a manufacturer and a part, panel, inverter, etc., must be replaced. This Section does not cover any labor or materials in the event of any of the exclusions as outlined in Section B(1)(2)(3) or (4) as these exclusions are not deemed to be warranty claims and Seller is not responsible for no-cost repairs of such scenarios.

EXCEPT AS SET FORTH IN THIS SECTION B, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER MAKES NO OTHER WARRANTY TO BUYER OR ANY OTHER PARTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM; THE PRODUCTION OR DELIVERY OF ENERGY; OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE OF A DURATION NO GREATER THAN THAT OF THE LIMITED WARRANTIES SET FORTH IN SECTION B. SELLER DOES NOT WARRANT OR GUARANTEE (i) THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD UNLESS STATED HEREIN, (ii) ANY COST SAVINGS, OR (iii) THE EXISTENCE OF, OR PRICING ASSOCIATED WITH ANY NET METERING PROGRAM, OR UTILITY OR GOVERNMENT INCENTIVE PROGRAM. UTILITY RATES AND UTILITY RATE STRUCTURES ARE SUBJECT TO CHANGE. THESE CHANGES CANNOT BE ACCURATELY PREDICTED. PROJECTED SAVINGS FROM YOUR SYSTEM ARE THEREFORE SUBJECT TO CHANGE. TAX INCENTIVES ARE SUBJECT TO CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE OR REGULATORY ACTION. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER'S LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR THE PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT.

NO CLAIM SHALL BE MADE BY BUYER AGAINST SELLER OR ANY OF THE SELLER'S AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFORE IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, INCLUDING IN CONNECTION WITH ANY WARRANTY HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER. BUYER ACKNOWLEDGES THAT SECTION B IS BEING RELIED ON AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

Section C- Termination and Cancellation:

1. Termination by Seller: Seller may, at its sole discretion, terminate this Agreement prior to Seller's commencement of installation work at the property listed herein by delivery of written or oral notice to Buyer. Seller may exercise its right to terminate under this Section for one or more of the following reasons including (without limitation): (i) Buyers roof does not have unobstructed access to sunlight, (ii) the roof sections on the Property are too small, (iii) Buyers energy needs fall below Sellers minimum requirements, (iv) Buyers Property's electrical infrastructure is insufficient to support the System, (v) Buyers Property's roof and structural elements are insufficient to support the System, (vi) Buyers roof type is not compatible with the installation of the System, (vii) the requirements of permitting authorities, Buyers Utility, and/or Buyers home owners' association restricts installation of the System, (viii) any rebate, credit, incentive, or other Environmental Attributes for the System are less than Seller originally estimated, and/or a change in applicable law has occurred, including any applicable Utility tariffs. If Seller elects to terminate, and no Buyer Default has occurred, then Seller will refund to Buyer any amounts Buyer previously paid, after which Seller will have no further liability to Buyer.

2. Termination by Buyer: Buyer may terminate this Agreement under the Buyer's Right to Cancel Terms herein. If Buyer expresses a desire to cancel this agreement after the Buyer's Right to Cancel Terms have passed, Buyer will be responsible for any and all fees incurred by Seller, up to and including any material costs, installation and labor costs, design costs, permit fees, overhead and operating costs, site/field surveys,

legal fees, or any other reasonable fees that Seller may have incurred which do not exceed the Total Price of the Contract. Seller makes it known to Buyer that Seller, in its normal course of performing its duties to fulfill the obligation/s set forth in this Agreement will begin the processes of performing any site evaluations/s, engineering, permitting, etc., immediately following the Buyer's Right to Cancel period and the costs for these processes will begin to incur immediately.

3. Seller Termination Due to Payment Concerns: (i) If Buyer is using 3rd Party Financing for the means of payment under this Agreement, Seller's obligation to install or honor this Agreement is conditioned on Seller's confirmation that Buyer has obtained financing applicable to this Agreement. Seller may terminate this Agreement without liability and charge a \$20 cancellation processing fee, along with any additional fees as defined in Section C (2), if, in its reasonable judgement, this condition will not be satisfied and Seller is unable to provide payment for the terms of this Agreement by other means. (ii) If Seller, in its reasonable judgement, has been made aware of any payment concerns, including those expressed by Buyer, including concerns that Buyer may attempt to avoid any payment obligations to Seller, Seller reserves the right, at its full discretion, to require a "Construction Escrow Agreement" be entering into prior to the commencement or continuance of any work or installation, at any point during this Agreement.

4. Arbitration of Disputes: BY SIGNING BELOW, BUYER ACKNOWLEDGES AND AGREES THAT, WITH LIMITED EXCEPTIONS, ANY DISPUTE BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION. Arbitration is more informal than a lawsuit in court. In arbitration, disputes are resolved by an appointed arbitrator instead of a judge or jury. Therefore, by signing below, BUYER ACKNOWLEDGES THEY ARE WAIVING THE RIGHT TO A TRIAL BY JURY. By signing below, BUYER also agrees to bring claims against Seller only in Buyer's individual capacity and BUYER IS WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. *Procedures before Initiating Arbitration or Suit:* Most concerns can be resolved quickly and amicably by calling contacting the customer service department at 727-945-6060 and Seller encourages Buyer to contact Seller about any concerns. Prior to commencing arbitration or other action against Seller, Buyer must first send a written "Notice of Dispute" via Certified Mail to Seller at Unicity Solar Energy, LLC. 612 Florida Ave, Palm Harbor, FL 34683 ATTN: Legal Department. If Seller takes action against Buyer, Seller will send Notice of Dispute to Buyer's address. Any dispute resulting in arbitration shall be heard as defined in Section A(8).

NOTICE: BY SIGNING THIS AGREEMENT, BUYER IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY BINDING NEUTRAL ARBITRATION AS PROVIDED BY THE FAA AND OTHER APPLICABLE LAW AND BUYER IS GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING THIS AGREEMENT, BUYER IS GIVING UP ITS JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, BUYER MAY BE COMPELLED TO ARBITRATE UNDER THE FAA AND OTHER APPLICABLE LAW. BUYER AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. BUYER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Section D- Miscellaneous:

1. Limitation of Liability: (i) No consequential Damages. Buyer and Seller's liability to the other under this Agreement shall be limited to direct, actual damages only. Buyer agrees that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages. For purposes of this section D, Buyer agrees that any remedies specifically provided for in this Agreement constitute direct, actual damages. (ii) Actual Damages. Neither Buyer nor Seller's liability to the other will exceed \$2,000,000 including, without limitation, damages to Buyer's home or property during the

performance of installation or resulting from installation or products which were installed. NOTICE: Excepting the other provisions under this heading, Seller disclaims and Buyer waives all express or implied warranties including, without limitation, any implied warranties of merchantability and fitness for a particular purpose. Seller shall not be liable to Buyer under this warranty if an alleged defect in any work or equipment was caused by Buyer or any third person's for whom Seller is not responsible for, misuse, neglect, unauthorized attempts to repair, or any other cause beyond the range of the intended use, or by accident, fire, lightning or other hazard.

2. Indemnification: Buyer and Seller shall indemnify, defend, and hold harmless the other party and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorney's fees and costs), damages, liabilities, penalties, losses, obligations, demands, and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither Buyer nor Seller shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

3. Amendments, Waivers and Change Orders: This Agreement, including any attachments or exhibits hereto, may only be amended or modified by an instrument in writing signed or acknowledged by both Buyer and Seller.

4. Seller Transfer: Seller may assign, sell, or transfer (in whole or part) this Agreement without Buyer consent and without notice. If such assignee agrees in writing to assume all Seller's rights and obligations under this Agreement, Seller will have no further liability or obligation under this Agreement upon effectiveness of such assignment.

5. Publicity: Buyer hereby authorizes Seller to use Buyer and Buyer's Property's voice, photograph, video and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording, provided Seller does not disclose Buyer's personally identifying information. Buyer waives and forever releases Seller for any dispute relating to or arising out of this Section D(5).

6. Consumption Monitoring and Data Handling: In connection with Seller's installation, Seller may install, operate, and maintain an energy consumption or production monitoring device on Buyer's Property. This device will be used to collect and store energy production and consumption information. Buyer agrees to maintain proper service for monitoring to be performed and Seller will not be expected to or able to, monitor system performance, continue any guarantees of production, or provide any warranty assistance, if monitoring system is not properly maintained as this monitoring system is what determines system production and performance, as well as system failures.

7. Grant of Access: Buyer hereby grants Seller and its employees, agents, contractors and subcontractors the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, repairing, removing and replacing products/hardware or making any additions to the products or hardware. (ii) Installing, using and maintaining electric lines and inverters and meters necessary to interconnect products or hardware to the electric system at the installation address and/or to utility's electric distribution system. (iii) Or taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of installed products/hardware. (iv) Seller agrees and Buyer acknowledges that Seller will make no less than 3 reasonable attempts to coordinate an installation date with Buyer prior to the pursuit of costs as defined by Section C(1,2,3,4). If Grant of Access is ultimately denied, Buyer will be responsible for any costs incurred by Seller pursuant to Section C(1,2,3,4).

8. Use of Battery for Grid Services Programs: Buyer hereby acknowledges they understand any battery system installed on property will draw 100% of its charge from the solar array. (i) A battery system can provide automatic backup power only to a selected set of circuits, and will most likely not power your entire home. Final determination of eligible circuits will be determined before or during installation. (ii) Eligible backup circuits not to exceed eight (8) individual breakers. NO 240V CIRCUITS INCLUDED OR 240V INCLUDED with power/load shedding modules installed. Any use of battery system to power life support

equipment is at Buyer's own risk. Seller disclaims liability relating to any failure of battery system to power life support equipment.

9. System Design and Layout: Seller reserves the right to make adjustments to proposed system design regarding panel layout, panel placement, inverter layout, inverter placement, or other design plans due to inaccuracies between design tools and real-world site restrictions. Most common reasons include but are not limited to (i) proposed panel design does not fit as originally proposed (ii) State or local "fire setback" regulations or similar guidelines (iii) determination of shading or other obstructions.

10. System Components: Due to manufacturing and supply chain constraints, Seller reserves the right to make changes regarding the equipment sold herein as long the "change/s" result in an apples-to-apples product/s or material/s being used in the construction of the contracted work listed herein. In the event a change/s is needed, Seller shall still warrant the system production guarantee for same annual amount listed herein.

11. Complete Agreement: This contract constitutes the entire final understanding and agreement of the Parties with respect to its subject matter and additional writings, papers, customer testimonials, finance selections, customer commitment, worksheet agreement, or any other forms and/or attachments signed by the buyer or seller shall be binding and considered part of this agreement.

12. Final Interconnect: Buyer agrees that seller is not responsible for any delays in system activation due to time frames and/or delays set forth by utility company or building department.

13. Rebates: Tax rebates or credits from the federal government for installing solar products may directly reduce purchaser's income tax obligation. Based on purchaser's individual tax situation, the tax credit may take more than one year to receive in-full. Seller does not give tax advice. Purchaser should consult its accountant regarding applicability of any federal rebates or tax credits. Any and all rebates, incentives or tax credits are the sole responsibility of the buyer to inquire about, apply for and receive.

14. Affiliations: Seller does not imply that it is affiliated with any government entity or electrical utility company.

15. Utility: Seller does not assert or guarantee any utility cost increase in the future. Seller does not assert or guarantee any future savings to buyer's future electric utility bill as actual savings depend on buyers own energy consumption and usage habits. Any changes in buyer's usage habits will directly affect energy consumption.

16. Usage: Seller has no control over any individual household energy usage, consumption or abuse and therefore cannot guarantee any exact monetary savings. Seller cannot be held liable for less than anticipated savings due to varying usage level, additional family members, new appliances or equipment after the installation has been completed. Buyer acknowledges that it may take up to one year or more to process and receive their first Solar Renewable Energy Certificate (SREC) credit (when applicable) and seller shall not be held liable for any delay of one year or more in receiving such credits or rebates.

17. Electronic Records: Buyer is providing consent for Seller to communicate electronically regarding certain information pertaining to the Agreement and any communications, documents, notices, records, disclosures, and other information (collectively "Electronic Records") related to the transaction.

Production Guarantee Specifications and Guidelines

The Performance Guarantee offered by Seller is to provide Buyer a reasonable expectation of solar electricity production via Seller installed solar electric system. The Production Guarantee covers the following:

P1. Seller installed solar electric system will produce no less than 90% of proposed 1st year annual kWh output as stated on page 1 of this document.

P2. Production Guarantee is on an annual basis and takes place at the end of the successive month anniversary of the first day of the month immediately following the month in which the solar electric system commences operation and continuing for a duration of exactly twenty-five (25) consecutive years.

P3. Successive years following the first annual year of production shall be based on the manufacturers stated annual degradation. For example, if the panel manufacturer states an annual degradation of 1% per year, then each subsequent year shall be guaranteed to produce the previous years kWh guarantee minus 1%. This would mean the 5th year guarantee would be 5% less than the first year, the 15th year would be 15% less and the 25th year would be 25% less.

P4. If the cumulative actual kWh generated by the solar electric system is less than 90% of Sellers stated 1st Year Production Guarantee, Seller will reimburse Buyer the difference in cost of actually produced kWh and 90% of the guaranteed kWh at the rate of \$0.11 per kWh. Please see the following table below for an example:

Example: Proposed kWh Production	Example: 90% Guaranteed Amount	Example: Actual kWh Produced	Example: Agreed \$/kWh Energy Price	Example: Payment to Buyer
15,000	13,500	12,500	\$0.11	\$110.00

P5. Exclusions: Production Guarantee is based on normal local weather patterns, panel placement and performance modeling programs used by Seller. Seller's Production Guarantee will be void if Buyer does not properly maintain solar electric system as outlined in Section A,B,C,D and if monitoring is not maintained. Due to ideal conditions being determined by Seller, Seller Production Guarantee will not be enforceable by the Buyer if any of the following events occur which are outside the control of the Seller:

1. Someone other than Seller or its approved providers installed, removed, re-installed, repaired or altered the solar electric system in any way.
2. Shading from foliage or other structures which is new growth or has not maintained its physical appearance as of the date of installation by Seller.
3. Theft or vandalism of solar electric system.
4. Any negligence or willful misconduct by Buyer or any of its heirs or assigns.
5. Damage or loss to system due to ball or other objects strike.
6. Any Force Majeure Event as defined in Section B(3)
7. Failure to perform, or breach of, Buyers obligations under Seller's Warranty, including not reporting any failure or damage under the warranty, Buyer not being available to provide access or assistance to Seller in diagnosing or repairing a problem, or Buyer's failure to maintain the system as stated in Section A,B,C,D, including Buyer altering installed products in any way.
8. System failure or lost or diminished performance that results from Buyers actions, requests or omissions (e.g., Buyer states the system is not producing power because they had it removed to replace the roof or make repairs)

P6. Seller reserves the right, at its full discretion, in the event the system does not produce the annual stated kWh as outlined in this agreement, to reimburse Buyer the amount due as outlined herein, and add any additional panel/s needed to ensure the system will produce as needed in the future.

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES RECEIPT OF AN EXECTUED COPY OF THIS RESIDENTIAL PURCHASE AGREEMENT OR "AGREEMENT", BUYER HEREBY AGREES TO THE TERMS AND CONDITIONS OF THE AGREEMENT, RECEIPT OF A TRUE COPY OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO SECTIONS A,B,C,D, STATE SPECIFIC DISCLOSURES, PRODUCTION GUARANTEE SPECIFICATIONS AND GUIDELINES, DISCLOSURE STATEMENT, WARRANTIES, GUARANTEES, NOTICE OF RECISION OR NOTICE OF CANCELLATION.

Buyer Signature: *Christelle Putney*
437cd99008c796fe1c0f1d9c1a8c1056cb10ca236i

Seller Signature: *Alex Black*
f000ab02f526fb29062c03ab6d62388e6150029ea27

BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Buyer may use this contract as that notice by writing "I HEREBY CANCEL" at the bottom and adding buyer's name, address and signature. The notice must be delivered to the seller at the address shown above.

**Interconnection Agreement for Customer-Owned Renewable Generation
Tier 1 - 10 kW or Less**

This Agreement, is made and entered into this 26th day of February, 2022, by and between Christelle Putnev ("Customer"), with an address of 1340 SW Indian Glen and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW AC or less, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Definitions

- 1.1 Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
- 1.2 Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

2. Customer Qualification and Fees

- 2.1. Customer-owned renewable generation shall have a Gross Power Rating that:
 - a) does not exceed 90% of the Customer's utility distribution service rating; and
 - b) is 10 kW AC or less.Gross Power Rating for the Customer-owned renewable generation is _____kW AC.
- 2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.
- 2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

3. General Responsibilities of the Parties

- 3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.
- 3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- 3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

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3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. **Inspection and On-going Compliance**

4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. **Manual Disconnect Switch**

5.1 U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.

5.2 Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

6. **Disconnection / Reconnection**

6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

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6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

- a) Emergencies or maintenance requirements on FPL's system;
- b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

7. **Modifications/Additions to Customer-owned Renewable Generation**

- 7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned renewable generator system which i.) Utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; and ii.) Utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.
- 7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.
- 7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW Gross Power Rating.

8. **Indemnity**

- 8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.
- 8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

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9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25_6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

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17. **Amendments to Florida Public Service Commission Rules**

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. **Entire Agreement**

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

19. **Governmental Entities**

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

CUSTOMER

(Signature)

Christelle Putney

(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: _____

The completed agreement may be submitted to FPL by:

E-mail - scan and e-mail to Netmetering@fpl.com

Mail - send to: Net Metering
FPL – Mail code CSF-GO
9250 W. Flagler St.
Miami, FL 33174

FAX - 305-552-2275

Envelope Report

ID	6b274e66-c109-4d07-8754-f960b75c68f0			
Created	2022-02-26T23:30:39.103Z			
Document	Signer	Signer ID	IP Address	Timestamp
Unicity - Florida (FL) - North Carolina (NC) South Carolina(SC) - Purchase Agreement with Assurance	Christelle Putney christjosma97@gmail.com	437cddb99008c796fe1c0f1d9c1a8c1056cb10ca236a10f0c2654f84b9b161ca	107.115.171.24	2022-02-26T23:31:01.263Z
Unicity - Florida (FL) - North Carolina (NC) South Carolina(SC) - Purchase Agreement with Assurance	Alex Black ablack@enlight.energy	f000ab02f526fb29062c03ab6d62388e6150029ea27dc290a337da1819fdbf4f	0.0.0.0	2022-02-26T23:30:38.523Z