



Sun4 Inc.
 2222 Ponce de Leon Blvd 3rd Floor
 Coral Gables, FL 33134
 www.sun4.inc
 786-833-7863



PURCHASE AGREEMENT

Property Owner(s): Isaac Harris

Property Address: 456 SW Harmony Ln Lake City FL 32025

Phone Number: (386) 438-4375

Email Address: harris.ike73@gmail.com

Estimated First Year Production: 13972

Estimated Annual Degradation: .5

Estimated Slope of Array: 25

Azimuth: 180

System Size (in watts DC): 9,200.00

Inverter Brand: Enphase

Inverter Model: IQ8PLUS-72-2-US

Panel Brand: Canadian Solar

Panel Quantity: 23

Racking Brand: Everest

Special Notes: N/A

PAYMENT AND PRICE

Sales Price/Watt: 6.29

Total System Cost: 57838.93

Estimated Value of Utility Incentive (if any)

Payment Method: Cash Loan: ☒

FINANCE PAYMENT:

Financier: Mosaic

Term: 25

APR: 1.49

CASH PAYMENT:

Deposit: N/A

2nd Payment: N/A

3rd Payment: N/A

Final Payment: N/A

Florida Homeowners' Construction Recovery Fund:

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Divisions of Professions / Construction Industry Licensing Board 1940 North Monroe Street Tallahassee, FL 32399-0783 Phone: 850.487.1395

WARRANTY: Sun4 Inc. warrants only that all labor will be free from defects for a period of 25 years from the date of completion. Customer will be provided with the standard warranties from major equipment manufacturers. See Article 6 of the attached Terms and Conditions for complete warranty information.

TIMELINE FOR COMPLETION: Sun4 Inc. shall not be liable for delays due to circumstances beyond its control. Any starting or completion dates provided by Sun4 Inc. are at best estimates and subject to change. Project start dates are generally 5-7 business days from the date of Agreement signing. The time period from Agreement review to the Utilities' Permission to Operate will not be later than 270 days from contract-signing.

Sun4 Inc. Purchase Agreement

CUSTOMER INITIALS

DEFINITIONS

- (a) This agreement incorporates by reference the terms set forth in its "Cover Page" and "Disclosures."
- (b) "Agreement" means this Purchase Agreement made and entered into by Sun4 Inc. and Customer.
- (c) "Cover Page" makes reference to the terms set forth on the first page of the Agreement.
- (d) "Disclosures" makes reference to the terms set forth in a separate document provided by Sun4 Inc. and incorporated by reference into the Agreement.
- (e) "Price" is defined on Page One of the Agreement.
- (f) "Property" means the address location owned by the Customer designated on Page One of the Agreement by the Customer.
- (g) "Effective Date" determines the date upon which this Agreement begins as outlined in the opening Terms and Conditions.
- (h) "Customer" means to the property owner and signing authority of the Property for the Agreement.
- (i) Sun4 Inc. will be referred to henceforth in the Agreement interchangeably as "Sun4" or "Sun4 Inc."
- (j) "Product" also known as "the System" refers to the Photovoltaic Solar System in which Sun4 Inc. has been contracted to install under this Agreement.
- (k) "Work" makes reference to the scope of work to which Sun4 Inc. has been contracted by the Customer to perform.
- (l) "Installation" broadly refers to the entire scope of Work to which Sun4 Inc. is responsible for to the Customer under this Agreement.
- (m) "Completed Installation" means the Product is fully installed and is ready for start-up and testing.
- (n) "PTO" means Permission to Operate.

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TERMS AND CONDITIONS.

This Purchase and Installation Agreement is entered into effective 7/7/2022 (the "Effective Date") by and between Sun4 Inc. a Florida corporation, and Isaac Harris ("Customer"). Sun4 Inc. and the Customer will be known individually as the "Party" or collectively as the "Parties."

The Parties therefore agree to the following:

1. WORK

1.1. SCOPE OF WORK: Sun4 Inc. will provide the Customer with the following:

- (a) Sun4 Inc. will install the Product and its components as described on the Cover Page of this Agreement.
- (b) Sun4 Inc. will ensure all Work is performed in a professional and workmanlike manner in full compliance with all building codes and other applicable laws.
- (c) Sun4 Inc. shall at its own expense obtain and possess all necessary inspections, licenses, permits, and other things necessary and required for the proper performance of the Product.
- (d) Sun4 Inc. will exercise reasonable efforts to ensure Work is provided on an uninterrupted basis to Customer. Sun4 Inc. is not responsible for delays or malfunctions caused by hardware, network problems or third parties' operating systems or Customer error.
- (e) Sun4 Inc. is not responsible for any representations regarding the Sun4's scope of work made by third parties to Customer.

1.2. EXCLUSIONS: The obligations and restrictions of this Agreement do not apply to any desired changes of Customer. If any adjustment is required to this Agreement, Customer will bear the full cost(s) of said adjustments. These alterations or deviations include but are not limited to:

- (a) Upgrade of existing main service panels, sub-panels, or switchboards.
- (b) Replacement, repair, or upgrade of existing roof or supporting roof structure.
- (c) Tree removal, fencing, weed abatement, curbing, gravel, or landscaping.
- (d) Non-standard ground work (such as on difficult soil conditions).
- (e) Additional grading, rock/boulder removal, blasting, coring, soil testing, compaction for footings, and trenching.
- (f) Structural engineering calculations or analysis of existing structures.
- (g) Habitat studies, additional inspections, or fees of any type.
- (h) Additional permitting requirements by local building authorities or jurisdictions.
- (i) Additional exclusions described in the Additional Materials/Notes field on the Cover page.
- (j) Any work, services or obligations not specifically mentioned or identified in the Scope of Work are expressly excluded.

Any adjustments to this Agreement shall be put in writing, signed by both Parties and amended to this contract.

1.3. PERFORMANCE: Sun4 Inc. shall perform the Work in a professional and workmanlike manner and in strict accordance with terms set forth in this Agreement.

1.3.1. DELAYS: Sun4 Inc. shall not be liable for any delays beyond its control. Any starting or completion dates provided by Sun4 Inc. are best estimates and subject to change. Sun4 Inc.'s performance is based upon the prompt, complete, and accurate fulfillment of all of the Customer's obligations. This is including but not limited to payment.

2. PROPERTY

2.1. CONSENT AND RIGHT TO INSTALL: By signing this Agreement, Customer:

- (a) Gives Sun4 Inc. his or her approval to install the Product on the Property referenced in the Agreement
- (b) Customer authorizes and warrants he or she is the legal Property owner.

2.2. ACCESS: Customer shall afford Sun4 Inc. direct access to the Property for the purposes of:

- (a) Surveying, designing, installing, constructing, testing, operating, maintaining, repairing, and replacing the Product and its components.
- (b) Making any additions to the Product or installing complementary components on or around the location of the Product.
- (c) Surveying, installing, testing, and maintaining any necessary electric lines, inverters, or meters to interconnect the Product to the Property's electric system and/or to the utility's electric distribution system.
- (d) Performing any other Agreement obligations of Sun4 Inc.
- (e) If this Agreement is to terminate, Sun4 Inc. will reserve access rights for up to 90 days after the termination.

2.3. SITE INSPECTION: Customer agrees to allow Sun4 Inc. and any of its acting professionals (including site surveyors, engineers, architects, and/or licensed contractors/subcontractors) access to the Property prior to installation. This is to ensure that the Property can accommodate the Product and its components. Sun4 Inc. reserves the right to cancel this Agreement or postpone the Work if Property conditions are found insufficient for installation. (Full details provided in **ARTICLE 5 CONDITIONS**.)

2.4. REASONABLE NOTICE: Sun4 Inc. shall provide Customer with reasonable notice of its need to access the Property.

2.4.1. NO INTERFERENCE: Customer shall ensure that Sun4 Inc. maintains access rights during the entire term of this Agreement and there will be no interference by any third parties.

2.4.2. REMOVAL OF HAZARDOUS MATERIALS: Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. This includes Customer's responsibility for removal and related removal costs of any hazardous materials on the Property. Hazardous material can be defined as: asbestos, PCBs, petroleum, or hazardous waste material. Sun4 Inc. may immediately cease any and all Work if any hazardous materials are discovered on the Property.

Sun4 Inc. shall not be required to resume Work until Customer delivers written proof by required local building authority permits. This is including:

- (a) Specifying that such condition(s) and all affected area(s) have been rendered safe by the building authorities for the resumption of Work.
- (b) Specifying any special conditions under which the Work may resume safely.

Any work stoppage due to Property unavailability does not relieve Sun4 Inc. or the Customer of this Agreement.

3. PAYMENT

3.1. PRICE: In consideration of performance of the Work, Customer shall pay to Sun4 Inc. the Price defined on the Cover Page. The Price shall be paid in full upon Completed Installation of the Product.

3.2. FINANCE DEALS: Financed projects are subject to the payment schedule terms of Customer's finance company.

3.3. CASH DEALS.

3.3.1 INITIAL DEPOSIT: Upon the effective date, the Customer shall pay to Sun4 Inc. a deposit, as referenced on the Cover Page. Sun4 Inc. agrees to refund the full Deposit amount if the Customer chooses to cancel within three (3) business days following the Effective Date. Cancellations after the Effective Date will result in a forfeiture of the Deposit and depending on work done by Sun4 Inc. at the time of cancellation, possible additional charges that Customer shall be responsible to pay. No work

will commence until the deposit is received. If neither Party cancels the Agreement, the Deposit shall be applied to the Contract Price. These terms do not apply if the Deposit on the Cover Page is zero (\$0).

3.3.2. MILESTONE PAYMENTS:

Upon the effective date, the Customer shall pay to Sun4 Inc. a \$ N/A deposit, as referenced on the Cover page.

The second payment, in the amount of \$ N/A is due upon obtaining a Permit to install the Product. Permit is provided through the State of Florida or other local government agency with jurisdiction. This timeline is subject to governing jurisdictions of which Sun4 Inc. holds no authority. This balance is half of the remaining balance due for the Product (as referenced on the Cover Page).

The third payment, in the amount of \$ N/A is due upon the completed installation of the Product.

The final payment, in the amount of \$ N/A, is due upon PTO. PTO is granted through Customer's Utility Company. Please note that Sun4 Inc. will work diligently to schedule with the Utility Company, however, it has no control over when the Utility Company will actually commission the system.

3.4. LATE FEES AND PENALTIES: Past due amounts shall accrue interest from the date due at an interest rate of 15% per annum.

4. PERFORMANCE TIMELINE

4.1. COMMENCEMENT: After receiving all required permits, Sun4 Inc. shall begin working at the Property ("Commencement") within 60 business days.

4.2. COMPLETED INSTALLATION: "Completed Installation" means the System is fully installed and is ready for start-up and testing.

4.3. GUARANTEED COMPLETION: Unless otherwise provided, Sun4 Inc. shall achieve Completed Installation within 60 business days from Commencement (the "Guaranteed Completion Date").

4.3.1. EXTENSION: Sun4 Inc. retains the right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer-Caused Delay, and other circumstances beyond it's' control. These circumstances include but are not limited to:

- (a) Delays due to Product(s) manufacturer(s).
- (b) Equipment availability.
- (c) Finance completion.
- (d) Permit delays due to Customer's governing jurisdiction(s) or Customer's HOA.

4.3.2. TITLE OF SYSTEM: Prior to Completed Installation and delivery of Final Payment, Sun4 Inc. shall maintain the title to all of the Work and materials delivered to the Property. Upon Final Payment, all legal title(s) and full ownership of the Product shall pass to Customer.

5. CHANGED CONDITIONS

5.1. RIGHT TO CANCEL.

5.1.1. FAILED SITE INSPECTION RESULT: If the Property fails the initial site survey, Sun4 Inc. reserves the right to cancel, modify, or postpone this Agreement and propose a new agreement.

5.1.2. NEW CONDITIONS: Sun4 Inc. shall have the right to cancel, modify, or postpone this Agreement and propose a new agreement in the event Sun4 Inc. discovers Property conditions that would depreciate Work quality, including but not limited to:

- (a) Unexpected environmental concerns.
- (b) Acts of God.
- (c) Or events that require further permitting or involvement from local or state building authorities.

5.1.3. CUSTOMER'S RIGHT TO ACCEPT OR REJECT: Customer reserves the right to accept or reject any new agreement if Sun4 Inc. elects to cancel this Agreement. All Work will cease until a new agreement is in place.

6. LIMITED WARRANTY

6.1. WORKMANSHIP: Sun4 Inc. warrants the Work and the System will be free from workmanship defects for twenty-five (25) years following the Completed Installation (the "Limited Warranty"). Any claim under the Limited Warranty must be made before its expiration date. Customer will be provided with the standard warranties from major equipment manufacturers.

6.2. MATERIALS WARRANTY EXCLUSION.

THE AFOREMENTIONED LIMITED WARRANTY SHALL EXCLUDE ALL PRODUCTS NOT MANUFACTURED BY Sun4 Inc. CUSTOMER WILL BE MADE PRIVY TO ANY EXISTING MANUFACTURER WARRANTIES. THIS INCLUDES ALL WARRANTIES PROVIDED BY THE MANUFACTURERS OF THE COMPONENTS, ACCESSORIES, AND EQUIPMENT THAT Sun4 Inc. INSTALLS. THESE ITEMS GENERALLY INCLUDE (BUT ARE NOT LIMITED TO): SOLAR PANELS, INVERTERS, AND/OR DISCONNECT SWITCHES.

WRITTEN COPIES OF ALL SUCH WARRANTIES MAY BE FOUND ONLINE AT <http://www.sun4inc.com/equipmentwarranties>. IF A WARRANTY IS NOT AVAILABLE FOR A PRODUCT COMPONENT, AND/OR ACCESSORY, Sun4 Inc. WILL SUBSTITUTE A REASONABLE EQUIVALENT WARRANTY. THE LIMITED WARRANTY EXCLUDES ANY MEASURING OR MONITORING EQUIPMENT OR SERVICE.

6.3. OTHER EXCLUSIONS.

Sun4 Inc. IS NOT RESPONSIBLE FOR THE SYSTEM OUTSIDE OF ITS INTENDED USE AND PURPOSE. THE CUSTOMER SHALL NOT HOLD Sun4 Inc. LIABLE FOR DIRECT OR INDIRECT DAMAGES RESULTING FROM IMPROPER USE, MODIFICATIONS, ALTERATIONS, REPAIRS, MISUSE, ABUSE, VANDALISM, DAMAGE CAUSED BY THE SERVING UTILITY COMPANY, FIRE, STORM, FLOOD OR OTHER ACTS OF GOD.

6.4. REPAIR AND REPLACEMENT: If Customer is to discover a breach within the Limited Warranty, Sun4 Inc. shall repair or replace the defective Work. Such repairs or replacements will be completed by Sun4 Inc. or subcontractors within a reasonable time after receipt of claim.

If a correction cannot be completed despite Sun4's reasonable efforts, the Parties will negotiate an equitable adjustment in the Contract Price. Customer is responsible for any maintenance and/or Product repairs required outside of the specified warranties.

6.5. ROOF PENETRATION WARRANTY: Sun4 Inc. warrants all Product-related roof penetrations during Installation of the System will be weather-tight for a period of twenty-five (25) years. The Roof Penetration Warranty will be voided if work is performed on the roof by Customer, Customer's contractor/subcontractor/agents or third parties during the 25-year warranty period. The Roof Penetration Warranty does not cover any:

- (a) Leaks occurring in areas of the Property's roof not impacted by the System.

- (b) Pre-existing and/or underlying failures of the Property's roof.
- (c) Foreign objects causing damage to the Property's roof (e.g. hail, golf balls, etc.).
- (d) Insufficient or improper maintenance by Customer, Customer's contractor/subcontractor, or Customer's agents.

6.6. MECHANICAL CONNECTIONS AND ASSEMBLY WARRANTY: Sun4 Inc. warrants the assembly and mechanical connections of the System to be free of defects in material and workmanship for a period of twenty-five (25) years after Completed Installation.

6.7. DAMAGE WARRANTY: If damage is caused by a Sun4 Inc. representative at any time during the Work, Sun4 Inc. will either repair damage or reimburse Customer for damage as limited by Exceptions and Exclusion below.

6.8. WORKMANSHIP WARRANTY EXCEPTIONS AND EXCLUSIONS. THE WORKMANSHIP WARRANTY DOES NOT APPLY TO THE FOLLOWING:

- (a) **WORK PERFORMED OR MATERIALS USED BY ANYONE OTHER THAN Sun4 Inc. OR ITS REPRESENTATIVES.**
- (b) **ANY MATERIALS THAT WERE MODIFIED, REPAIRED, OR ATTEMPTED TO BE REPAIRED BY ANYONE OTHER THAN Sun4 Inc. OR ITS REPRESENTATIVES WITHOUT Sun4 Inc. PRIOR WRITTEN APPROVAL.**
- (c) **ANY DAMAGES RESULTING FROM CUSTOMER'S BREACH OF THE AGREEMENT.**
- (d) **DAMAGE RESULTING FROM ORDINARY WEAR AND TEAR.**
- (e) **DAMAGE TO THE HOME DUE TO WEATHER, INCLUDING BUT NOT LIMITED TO ICE OR SNOW FALLING OFF OF THE SYSTEM, OR NATURAL DISASTERS.**
- (f) **DAMAGE DUE TO FORCE MAJEURE EVENTS.**
- (g) **DAMAGE RESULTING FROM MOLD, FUNGUS, AND OTHER ORGANIC PATHOGENS.**
- (h) **SHRINKING/CRACKING OF GROUT AND CAULKING.**
- (i) **SHADING OF PAINTS AND FINISHES EXPOSED TO SUNLIGHT.**
- (j) **REPRESENTATIONS MADE BY THIRD PARTIES OR INDEPENDENT CONTRACTORS REGARDING SYSTEM CAPACITY, SYSTEM DESIGN, AND/OR PROJECTED ENERGY/MONETARY SAVINGS.**
- (k) **INSUFFICIENT OR IMPROPER MAINTENANCE BY CUSTOMER, CUSTOMER'S CONTRACTOR/SUBCONTRACTOR, OR CUSTOMER'S AGENTS.**

CUSTOMER ACKNOWLEDGES THAT AFTER INSTALLATION IS COMPLETED, A FEE MAY BE CHARGED FOR ANY WORK PERFORMED BY SUN4 INC. NOT COVERED BY THE WARRANTY.

CUSTOMER FURTHER ACKNOWLEDGES THAT INSTALLATION OF THE SYSTEM MAY VOID ANY PRE-EXISTING ROOF MANUFACTURER OR ROOF INSTALLER ROOFING WARRANTY. SUN4 INC. ASSUMES NO RESPONSIBILITY FOR THE VOID OF ANY PRE-EXISTING ROOFING WARRANTY. BEFORE INSTALLATION, CUSTOMER SHOULD CHECK WITH THE ROOFER OR BUILDER IF THE SYSTEM WILL IMPACT AN EXISTING ROOF WARRANTY.

6.9. BREACH OF WARRANTY OR DISPUTES. If a dispute over a potential warranty breach arises, the Parties will mutually agree upon System tests. Customer and Sun4 Inc. shall be notified of any System testing so that each Party may have a representative present.

6.10. EXCLUSIVE REMEDY.

THE LIMITED WARRANTY IS TO SERVE AS THE EXCLUSIVE REMEDY FOR ALL MATERIAL AND WORKMANSHIP DEFECTS PROVIDED UNDER THIS AGREEMENT. ONCE THE LIMITED WARRANTY EXPIRES, CUSTOMER AGREES AND UNDERSTANDS SUN4'S LIABILITY FOR THE PRODUCT SHALL AUTOMATICALLY TERMINATE AND END. CUSTOMER UNDERSTANDS THIS INCLUDES ANY BREACH OF WARRANTIES THAT MAY ARISE AFTER WARRANTY EXPIRATION.

6.11. CONTACT INFORMATION: Should any warranty, maintenance or service work be required, Sun4 Inc. can be contacted at:

Phone Number: 786-833-7864

Email Address: info@sun4.inc

All mail inquiries should be directed towards: Sun4 Inc. 2222 Ponce de Leon Blvd 3rd floor Coral Gables FL 33134

6.12. WARRANTY TRANSFERS: All warranties within this Agreement remain with the owner of the Property. Customer acknowledges and understands its obligation to provide notice to Sun4, verbally and in writing, of any and all warranties or title transfers and of the subsequent Property owners. Failure of Customer to provide notice to Sun4 may void transfer of the warranty.

7. FORCE MAJEURE OR CUSTOMER-CAUSED DELAYS

7.1. FORCE MAJEURE: Except for the payment of money, neither Party will be liable for any failure or delay beyond the respective Parties' reasonable control. These delays can include: delayed deliverables from outside companies, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, pandemics, labor shortage or dispute, governmental act, or failure of any telecommunications carrier or the Internet.

7.2. CUSTOMER-CAUSED DELAYS: Any delays or failures to comply with Agreement obligations caused by Customer, Customer's contractors/subcontractors, or Customer's agents are referenced as a "Customer-Caused Delay". Sun4 Inc. shall not be found liable if these delays interfere with the Guaranteed Completion Date.

7.3. PERFORMANCE EXCUSE: Should there be a Force Majeure event, each Party will be excused from their respective obligations under this Agreement. **Customer's payment obligations for work completed up to the Force Majeure event shall continue and be due and owing.** Sun4 Inc. shall reserve the right to cancel this Agreement should any Force Majeure event or Customer-Caused Delay occur and impact the performance of the Work.

8. DEFAULT AND/OR TERMINATION

8.1. DEFAULT BY Sun4 Inc.: Sun4 Inc. will be in default under this Agreement if any of the following occur:

- (a) Failure to perform Agreement obligations after 30-day receipt of written notice of default.
- (b) Written admittance of insolvency, files or filing of a voluntary petition of bankruptcy or any substantially similar activity by Sun4 Inc.

8.2. REMEDIES IN CASE OF DEFAULT BY Sun4 Inc.: If Sun4 Inc. is in default under this Agreement, Customer may:

- (a) Terminate Agreement.
- (b) Pursue available remedies either through this Agreement or by law.

8.3. DEFAULT BY CUSTOMER: Customer will be found in default of this Agreement if any of the following occurs:

- (a) Delayed payment of five (5) days or more.
- (b) Failure to perform any material obligation undertaken in this Agreement and continuation of said failure for 30 days after written notice.
- (c) Provision of false or misleading information to obtain this Agreement.
- (d) Assign, transfer, encumber, sublet, or sale of this Agreement or any part of the Product without Sun4's prior written consent.
- (e) Written Admittance by Customer of insolvency or filing of a voluntary or involuntary petition of bankruptcy.

8.4. REMEDIES IN CASE OF DEFAULT BY CUSTOMER: Should Customer default this Agreement, Sun4 Inc. has the right to select and pursue all remedies that it sees fit, including:

- (a) Termination or suspension of the Agreement.

- (b) Necessary actions to recover damages or enforce performance of this Agreement. If this course of action is taken, any expense incurred by Sun4 Inc. will be added to Customer's fees with payment due immediately.
- (c) Removal and return of the Product and its components at the expense of the Customer.
- (d) Disconnect, turn off or take back the System by legal process or self-help.
- (e) Report the non-operational status of the System to Customer utility.
- (f) charge a reasonable reconnection fee for reconnecting the system to customer utility or system turn after disconnect due to Customer default.
- (g) Recovery of all due payments, taxes, and all or any other sums then due and owing,
- (h) Seek a pre or post-judgment lien or similar security interest on or against Customer home or property.
- (i) Recovery of all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus 15% profit thereon.
- (j) Pursue any other remedy available to Sun4 Inc. pursuant to this Agreement or by law.

In the event of a subsequent Customer default, Sun4 Inc. has the right to revisit any of the above remedies.

8.4.1. DEFAULT REPAYMENT: Customer agrees to repay Sun4 Inc. for any reasonable expenses output to correct or cover Customer default. This includes reimbursing Sun4 Inc. for any expenses incurred, plus 15% profit thereon.

8.5. NON-DEFAULT TERMINATIONS: Either Party may terminate this Agreement without further liabilities or obligations on either party if one of the following events occurs:

- (a) Issuance of an order of a court or other public authority having jurisdiction which requires all the Work to be stopped.
- (b) Force Majeure event that lasts more than 365 days.

Sun4 Inc. may terminate this Agreement if there is a failure to obtain all permits and governmental approvals required for performance of the Work.

9. INDEMNITY AND NON-DISPARAGEMENT

To the fullest extent permitted by law, Sun4 shall indemnify Customer from and against any and all loss, damage, expense and liability, including fines, penalties, court costs and reasonable attorneys' fees caused by the willful conduct or gross negligent acts of Sun4 but only to the extent caused by the sole fault of Sun4. Sun4 shall have no obligation for any claims, demands, and causes of action, damages, liabilities, losses, or expenses to the extent caused by Customer, Customer's contractors/subcontractors, Customer's agents or any party other than Sun4 Inc. Nothing herein abridges the right, if any, of Customer or Sun4 Inc. to seek contribution from others where appropriate.

To the fullest extent permitted by law, Customer shall indemnify Sun4, its subcontractors, or anyone directly or indirectly employed by Sun4, from and against any and all claims, demands, causes of action, damages, liabilities, court costs and reasonable attorneys' fees, and other losses and expenses arising from the Work, the Product or the Agreement to the extent caused by Customer, Customer's contractors/subcontractors, and/or Customer's agents. This includes anything in connection with or arising from any third party claim for physical or other damage to or physical destruction of property or death of or bodily injury to any person to the extent caused by: (a) any breach or violation of or default under this Agreement or any applicable legal requirements by Customer; and (b) any willful misconduct or gross negligent acts or omissions of Customer, Customer's contractors/subcontractors, and/or Customer's agents employees or others under Customer's control.

In no event shall a Party be obligated under this section to the extent claims, demands, causes of action, damages, liabilities, court costs and reasonable attorneys' fees, and other losses and expenses arise due to the negligence or willful misconduct of the other Party, any third party or independent contractors.

Customer represents and agrees that Customer will not, either orally, in writing, on social media, or on any electronic website, make and defamatory or otherwise injurious statement concerning Sun4 to any third parties including, without limitation, any current or future employees, clients, potential clients, competitors or vendors of Sun4.

10. LIMITATIONS OF LIABILITY

10.1 DIRECT OR INDIRECT DAMAGES: Sun4 disclaims any liability for direct or indirect damages resulting from improper use, modifications, alterations, repairs, misuse, abuse, vandalism, damage caused by the serving utility company, fire, storm, flood or other acts of God. Sun4 disclaims any responsibility for the System's use or its operation for any intended purpose.

10.2 NO LIABILITY FOR THIRD PARTY REPRESENTATIONS: Customer explicitly acknowledges that Sun4 is not liable for representations of any kind made by third parties and/or independent contractors, including, but not limited to: system capacity, system design, projected energy savings, projected monetary savings, and reduction of energy use.

11. DISPUTE RESOLUTION

11.1. VOLUNTARY DISPUTE SETTLEMENT – DIRECT NEGOTIATIONS: The Parties agree that in the event any material difference of interpretation or any other controversy or claim arises out of or is related to this Agreement or the breach thereof, both parties shall promptly make good faith efforts to settle the matter directly between themselves. Both parties agree that if any controversy or claim remains unsettled for thirty (30) days following notification by certified mail that a dispute exists that they may pursue the alternative remedies noted in this Agreement.

11.2. SMALL CLAIMS EXCEPTION: Any dispute or claim arising out of or related to this Agreement that the parties agree involves an amount less than \$10,000 (or the maximum jurisdictional limit of the court) must be heard in the Small Claim Division of the Court of Miami-Dade County, Florida. Any controversy or claim arising out of or related to this Agreement which in the opinion of one or both parties is over the dollar limit of the Small Claims Court must be settled by binding arbitration as described below.

11.3. ARBITRATION OF DISPUTES: Any dispute or claim arising out of or related to this Agreement over the jurisdictional limit of the Small Claims Court shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the Parties to conduct a binding arbitration in Coral Gables, Florida. The arbitrator shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties cannot mutually agree to an arbitrator within 30 days of written demand for arbitration, then either of the parties shall submit the dispute to binding arbitration with the American Arbitration Association ("AAA") for administration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures. Judgment upon the award may be entered in any Court having jurisdiction thereof. The Parties expressly agree the venue for any arbitration shall be in Coral Gables, FL.

11.3.1. ADMINISTRATIVE FEES: To the fullest extent permitted by law, each party shall bear an equal share of the administrative fees of arbitration. In the event this provision is found unenforceable, the Parties agree the arbitration provision shall remain fully valid and enforceable.

11.4. ATTORNEYS' FEES AND COSTS: The prevailing party in any legal proceeding, including arbitration, related to this Agreement shall be entitled to payment of reasonable attorneys' fees, costs and expense.

12. GENERAL PROVISIONS

12.1. GOVERNING LAW: This Agreement is governed by the laws and existing authorities of the State of Florida.

12.2. NOTICES: All notices given by either Party hereunder must be in writing and delivered by personal delivery, certified mail (return receipt requested), or overnight courier. Notices to either Party shall be sent to the respective Parties provided addresses.

12.3. SURVIVAL: The provisions of **ARTICLE 9, ARTICLE 10, ARTICLE 11, AND ARTICLE 12** shall survive the expiration or termination of this Agreement for any reason, along with all indemnity obligations hereunder.

12.4. ASSIGNMENT: Subject to the provisions of Section 12.5 of this Agreement, neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party. Under no circumstance should consent be unreasonably withheld, conditioned or delayed.

Notwithstanding the forgoing, Sun4 may, without consent of Customer, assign this Agreement to any affiliate of Sun4 Any purported assignment in violation of this Section 12.4 shall be null and void.

12.5. RIGHT TO SUBCONTRACT: Sun4 reserves the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third party (a "Subcontractor"). Sun4 need not provide notice to Customer of its use of a Subcontractor, which use shall in no way impact the rights and duties of the Parties under this Agreement.

12.6. WAIVER. No waiver of any of the provisions by any Party shall be effective unless explicitly set forth in writing and signed by the second Party.

12.7. AMENDMENT AND MODIFICATION: This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the signing authority of each Party.

12.8. HEADINGS: The headings in this Agreement are for reference only and shall not affect its' interpretation.

12.9. SEVERABILITY: The Parties agree that the provisions of this Agreement are severable, and if any part of the Agreement is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

12.10. COUNTERPARTS: Provided that no party shall be bound, this Agreement may be executed in counterparts with the same force and effect when both Parties have executed and delivered a counterpart of this Agreement to the other.

12.11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties. Any plans, specifications, and other data furnished with or in connection with this Agreement are descriptive of the specifications and terms and conditions contained herein. The terms of this Agreement shall prevail in case of conflict between the provisions stated in the plans and specifications or other data, and the terms of this Agreement.

13. FLORIDA MECHANICAL LIEN LAW

Under Florida Mechanics Lien Law, any person or entity that helps to improve a property and is not paid for his or her work or supplies has a right to place a lien on said property and sue for payment in court. Customer acknowledges this right and authorizes Sun4 or its agent, to file a mechanic's lien in accordance with Florida law for the system that will be removed upon full payment of the purchase price.

14. 3-DAY RIGHT OF RESCISSION AND CANCELLATION

The 3-Day Notice of Cancellation, regarding Customer's right to cancel this Agreement, is attached hereto and made a part of this Agreement.

15. MAINTENANCE AND REPAIRS; EXPANSION

15.1. SYSTEM INSPECTION: Customer agrees that Sun4 Inc. shall have the right, with prior notice, to inspect the System to determine comply with the conditions set forth in this Exhibit A.

15.2. MAINTENANCE: If Product maintenance is required the Customer can contact Sun4 Inc.

Phone Number: 786-833-7864 **Email Address:** info@sun4.inc

All mail inquiries should be directed towards Sun4 Inc. Corporate Headquarters:

ATTN: Sun4 Inc.

2222 Ponce de Leon Blvd 3rd Floor

Coral Gables, FL 33134

15.3. EXPANSION AND RELOCATION: Sun4 Inc. shall have a right of first refusal to provide additional work if the Customer wishes to expand in the future. This is to maintain original manufacturers' warranties. Failure of Customer to provide Sun4 Inc. the right of first refusal may void any and all manufacturer warranties.

15.4. EXPENSES: Sun4 Inc. shall have the exclusive right to perform all Product required repairs or System expansions or relocations. Repairs and relocation will be at the expense of Customer. Customer acknowledges and agrees that failure to have Sun4 Inc. perform their services identified in this subsection may result in voidance of warranties, including but not limited to the Warranty of Workmanship.

16. NO SAVINGS GUARANTEE

Customer explicitly acknowledges, and by executing this Agreement understands, Sun4 Inc. provides no warranty or guaranty with respect to any cost savings from use of the System. Electrical usage and savings are determined by many factors including but not limited to utility rates, amount of power used and loads applied from within and around the Property, any and all of which can cause a shift in the total amount of power needed to create savings. System performance relating to production is estimated based on assumptions of system size, orientation, shading and slope of roof.

17. CUSTOMER TAX OBLIGATION

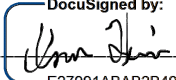
Customer understands and agrees that Sun4 and its representatives are not tax professionals. Customer further agrees that it is Customer's sole responsibility to determine what tax obligations, if any, Customer may be required to pay as a result of the System including, without limitation, the assessed value of the Property or tax assessments associated with the System calculated the year the Agreement is signed; transaction privilege taxes that may be asserted against Customer; and any obligation of Customer to transfer tax credits or incentives for the system to any other person.

18. CONFIDENTIALITY AND RIGHT TO REFERENCE PROJECT

The Customer agrees that Sun4 has the permission to use Customer's name as a client and a general description of the system installed for Customer as a reference for other prospective customers, without disclosing more information about Customer's property or the installation. Customer agrees to keep details of the installation, including energy consumption, pricing information and this Agreement (except as this Agreement is required to be disclosed pursuant to applicable law) confidential. This Section shall survive the installation completion date or earlier termination of this Agreement.

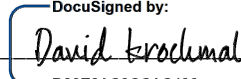
CUSTOMER

Date: 7/7/2022

DocuSigned by:
Signed: 
E27991ABAB2B491...
Name: Isaac Harris

Sun4 Inc.

Date: 7/7/2022

DocuSigned by:
Signed: 
D80E2AC8CCAC496...
Name: David Krochmal

DISCLOSURES

1. Ownership of System:

- Prior to Completed Installation and your payment of the Contract Price in full, Sun4 Inc. owns all of the System Assets, and Customer cannot modify or transfer ownership of the System Assets. "System Assets" means all the Work and all materials delivered to the Property, whether or not incorporated in the system or the Property. Upon your payment of the Price, ownership of the System Assets and any tax credits, rebates, incentives, or renewable energy certificates associated with the system, if eligible, shall pass to you and/or your financier.
- Should you voluntarily elect to remove the system and request that Sun4 Inc. perform the removal, a removal fee will be charged. The removal fee will be based on the size of the system and scope of the work involved.
- Sun4 Inc. reserves the right to disconnect your system if you are in default under the Agreement. See Section 9.3(). Should Sun4 Inc. be required to disconnect your system, Sun4 Inc. may charge a reasonable reconnection fee at a later date. See Section 9.4(h).

2. System Installation Information:

- Timeline for completion: Project start dates are 5-7 business days from the date of contract signing. While most projects install and receive PTO significantly sooner, the process of installing solar can be complex, time consuming, and involves working with government agencies. Please anticipate receiving permission to operate from the utility for their solar system within 180 days from time of contract signing.
- It is the direct responsibility of Sun4 Inc. or its appointed, assigned or delegated subcontractor to obtain approval for connecting the system to the electricity meter on the customer side.

3. System Performance Information:

- System performance relating to production is estimated based on assumptions of system size, orientation, shading and slope of roof. This production is not guaranteed but is based in real data provided by NREL's. It is important to understand that future electric utility rates are estimates only. Your future electric utility rates may vary.
- Sun4 Inc. provides no warranty or guaranty with respect to any cost savings from use of the system. Electric usage and savings are determined by many factors including but not limited to utility rates, amount of power used and loads applied from within and around the property any and all of which can cause a shift in the total amount of power needed to create savings.
- At the time of installation, it is anticipated the utility will compensate the purchaser of the system for excess generation at the rate of the current net metering agreement.

4. Interconnection Approval:

- Sun4 Inc. is responsible for submitting a System interconnection application.
- NOTE: It is important to understand the requirements for interconnection rules and/or policies for renewable energy systems which may vary based on location or utility jurisdiction. For further information regarding interconnection standards, please contact your local utility or public service commission.

5. Maintenance, Repairs, and Warranty Information:

- Maintenance and Repairs: Any maintenance and/or system repairs required outside of the specified warranties is and will be the sole responsibility of the purchaser.
- Roof Penetration Warranty: Sun4 Inc. warrants that roof penetrations made by the system and impacting the home's roof will be weather-tight for a period of 25 years after installation.
- Mechanical Connections and Assembly Warranty: Sun4 Inc. warrants the assembly and mechanical connections of your system to be free of defects in material and workmanship for period of twenty-five (25) years after the date of installation.
- Damage Warranty: Sun4 Inc. will either repair damage or reimburse you for damage caused by a representative of Sun4 Inc. during installation to the home, your belongings, or your property as limited by Exceptions and Exclusion below.
- Warranty Exceptions and Exclusions: The Roof Penetration Warranty shall be void and voidable if work is performed on the roof by you or your contractors during the 25-year warranty period. The Roof Penetration Warranty does not cover any: leaks that occur in areas of the home's roof not impacted by the system; pre-existing and/or underlying failures of the home's roof; or foreign objects causing damage to the home's roof (e.g. hail, golf balls, etc.).

- The Workmanship Warranty does not apply to the following:
 - work performed or materials used by anyone other than Sun4 Inc. or its representatives;
 - any materials that were modified, repaired, or attempted to be repaired by anyone other than Sun4 Inc. its representatives without Sun4's prior written approval;
 - any damages resulting from your breach of the Agreement;
 - damage resulting from ordinary wear and tear;
 - damage to the home due to weather, including, but not limited to, ice or snow falling off of the system, or natural disasters;
 - damage due to Force Majeure Events;
 - damage resulting from mold, fungus, and other organic pathogens;
 - shrinking/cracking of grout and caulking; and
 - fading of paints and finishes exposed to sunlight.
- You acknowledge that installation of the system may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if our Work voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the system will have on a roof warranty.
- Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.

6. Other Information:

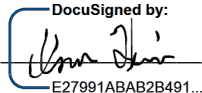
- Insurance: You are responsible for obtaining insurance policies or coverage for any loss of or damage to the system. Consult an insurance professional to understand how to protect against the risk of loss or damage to the system.
- Property Taxes: You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability or eligibility for any tax credits that may result from the purchase of your distributed energy generation system.
- Right to Cancel: You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. See pages 6 and 7 hereto for more information.

NOTICE REGARDING FLORIDA CONSTRUCTION LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

E

Customer/Property Owner Signature: _____

DocuSigned by:

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Date: 7/7/2022



3-Day Right of Rescission and Notice of Right to Cancel

The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

Notice of Cancellation _____

Date of Transaction 7/7/2022

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, payments made under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice. Additionally, any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

Certain aspects of executing the work relating to this contract have fees associated with them. Such items include but are not limited to sight survey, design, permitting etc. the consumer acknowledges that cancelling this contract may result in the consumer being responsible for said fees.

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

Corporate Office:
Sun4 Inc.
2222 Ponce de Leon Blv 3rd Floor
Coral Gables, FL 33134

No later than midnight of 07/12/2022 (date)

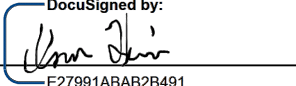
I hereby cancel this transaction _____ (date)

(Customer's printed name) _____

(Customer's signature) _____

I acknowledge receipt of this Notice of Right to Cancel

Date 7/7/2022

Customer Signature 

Sun4 Inc. Purchase Agreement

CUSTOMER INITIALS 

INTERCONNECTION AGREEMENT FOR MEMBER-OWNED RENEWABLE GENERATION SYSTEMS

FORM IGRG -1

This Interconnection Agreement for Member-Owned Renewable Generation Systems ("Interconnection Agreement") is made this 7/7/2022 day of 2022, by and between Clay Electric Cooperative, Inc. ("Cooperative") and Isaac Harris ("the Member") located at 456 SW Harmony Ln, Florida, referred to herein individually as a "Party" and collectively as the "Parties."

Account # _____ and Meter # _____

RECITALS

Whereas, a Renewable Generation System ("RGS") is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 1000 kilowatts (kW) alternating current (AC) power output and is primarily intended to offset part or all of a Member's current electricity requirements.

Whereas, the Member has requested to interconnect its Renewable Generation System of kW to the Cooperative's electrical service grid at the Member's presently metered location; and

Whereas, the Cooperative and Seminole Electric Cooperative, Inc. ("Seminole") have entered into that certain Wholesale Power Contract ("WPC"), effective as of July 30, 1975, and which provides, among other things, that the Cooperative may allow net metering for renewable energy resources which are located on a Member's premises; and

Whereas, the Cooperative and Seminole have entered into that certain Net Metering Agreement dated January 14, 2009, which provides the standard interconnection requirements for a Member's RGS installation.

Whereas, the Member acknowledges the complexity and integrated nature of the Cooperative's electric system, to which the Member desires interconnection and with which Member desires parallel operation, and

Whereas, the Member acknowledges the important safety issues and financial consequences on the Cooperative's electric system that could result from any deviation by the Member from the requirements of this Agreement.

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1) The Member agrees to provide the Cooperative with written certification that the RGS installation has been inspected by the local code official who has certified that the installation was permitted and has been approved and has met all electrical and mechanical requirements. Such certification shall be delivered to Cooperative prior to the operation of the RGS.
- 2) The Member shall, prior to operation of the RGS, provide equipment specifications to the Cooperative identifying and certifying in writing that the RGS, inverters and associated equipment design, and installation and operation adhere to IEEE-1547 Standards, UL-1741 Standards, the National Electric Code, and, if applicable, has been approved by the Florida Solar Energy Center (FSEC Std 203-05).
- 3) The Member is responsible for the inspection, maintenance, and testing in accordance with the manufacturer's instructions and applicable codes, standards, and regulations to ensure that the RGS and associated equipment are operated correctly and safely.

"Continued to page 21.01"

“Continued from page 21.0”

FORM IGRG - 1

- 4) The Member agrees to permit the Cooperative and/or Seminole, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with various sections of this Interconnection Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The Cooperative shall provide the Member with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone, as to when the Cooperative may conduct inspection or document review, and the Member shall provide the Cooperative with as much notice as reasonably practicable regarding the testing of the RSG equipment and protective apparatus. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Member agrees to provide the Cooperative access to the Member's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement. The Member shall notify the Cooperative at least ten (10) days prior to the in-service date of the RGS to provide sufficient notice for the Cooperative to be able to be present, if it so chooses, when the RGS is placed in service. Seminole shall have the same rights and duties of inspection as the Cooperative; however, nothing herein obligates the Cooperative or Seminole to inspect, and the failure of the Cooperative and/or Seminole to inspect or, upon inspection, to detect a problem or deficiency shall not transfer responsibility to Cooperative or Seminole nor relieve Member of its duties hereunder.
- 5) The Member is responsible for protecting the RGS, inverters, protection devices, and other system components from the normal and abnormal conditions and operation that occur on the Cooperative's electrical system in delivering and restoring system power. The Member certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the utility upon a loss of utility power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally-recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).
- 6) The Member shall not energize the Cooperative's system when the Cooperative's system is de-energized. There shall be no intentional islanding, as described in IEEE 1547, between the Member's and the Cooperative's systems.
- 7) For an RGS with a capability of ten (10) kW or less, the Member shall provide and maintain not less than (\$100,000) dollars of Personal Injury and Property Damage Liability Insurance, and for an RGS with a capability of greater than ten (10) kW, the Member shall provide and maintain not less than one million dollars (\$1,000,000) of Personal Injury and Property Damage Liability Insurance. Proof of said insurance shall be provided by the Member and attached to this Interconnection Agreement, and all policy renewals shall be provided to the Cooperative.
- 8.) The Member shall, at the Member's expense, install and maintain a manual disconnect switch to provide a separation point between the AC power output of the RGS and any Member facilities connected to the Cooperative's electrical system. The manual disconnect switch shall be mounted separately from the meter socket and shall be readily accessible at all times to the Cooperative and shall be capable of being locked in the open position by the Cooperative. The Cooperative may open and lock the switch, isolating the RGS from the Cooperative's electrical service grid without prior notice to the Member. To the extent practical, the Cooperative will attempt to notify the Member of its intent to disconnect the RGS from the Cooperative's electrical service grid, but shall have no liability for failure to do so.

“Continued to page 21.02”

“Continued from page 21.01”

- 9) "Gross power rating" ("GPR") means the manufacturer's AC nameplate generating capacity of the RGS that will be interconnected to and operate in parallel with the Cooperative's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC. It is the Member's responsibility to notify the Cooperative of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least thirty (30) days prior to making the modifications. If such modifications are approved by the Cooperative, an amendment to this Interconnection Agreement shall be executed by the Parties and the Member recognizes and agrees that an increase in GPR in excess of ten (10) kW may impose additional requirements on the Member.
- 10) The RGS must have a GPR that does not exceed ninety percent (90%) of the Member's utility distribution service rating or 90% of the Cooperative's transformer capacity (kVA) whichever is less at the Member's location. If the GPR does exceed that ninety percent (90%) limit, the Member shall be responsible to pay the cost of any upgrades for that distribution service to accommodate the GPR capacity and to ensure the ninety percent (90%) threshold is not breached.
- 11) The Cooperative will furnish, install, own and maintain metering equipment to measure kilowatt-hours (kWh) of energy and, if applicable, the kW of demand and time of use of said energy and demand. The Member's service associated with the RGS will be metered at a single metering point, and the metering equipment shall be capable of measuring the net energy delivered by the Cooperative to the Member and the net energy delivered by the Member to the Cooperative on a monthly basis. The Member agrees to provide safe and reasonable access to the premises for installation of this equipment and its future maintenance or removal.
- 12) The Member shall indemnify, hold harmless and defend the Cooperative and Seminole from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property in any way directly or indirectly connected with, or growing out of operation of the RGS, except in those cases where loss occurs due to the grossly negligent actions of the Cooperative.
- 13) The Cooperative may charge a reasonable non-refundable processing fee for interconnection of an RGS.
- 14) The Cooperative has the right, at the Member's expense, to disconnect the RGS at any time. This may result from but is not limited to:
 - a. Cooperative and/or Seminole's system maintenance, operation and emergency operations;
 - b. Hazardous conditions existing on the Cooperative's and/or transmission provider's system due to the operation of the RGS generating or protective equipment as determined by the Cooperative or Seminole;
 - c. Adverse electrical effects on the electrical equipment of the Cooperative's other electric Members as determined by the Cooperative;
 - d. Failure by the Member to adhere to the terms of this Interconnection Agreement; and,
 - e. Failure by Member to pay sums due to the Cooperative for electric service or any other reason.

“Continued to page 21.03”

“Continued from page 21.02”

FORM IGRG - 1

- 15) On the termination of this Interconnection Agreement, the Cooperative, at the Member's expense, shall open and padlock the manual disconnect switch and remove any additional Cooperative equipment associated with the provision of net metering service. At the Member's expense, the Member agrees to permanently isolate the RGS and associated equipment from the Cooperative's electric service grid. The Member shall notify the Cooperative within ten (10) working days that the disconnect procedure has been completed.
- 16) The Parties agree that the sole and proper jurisdiction and venue for any legal action brought to enforce this Interconnection Agreement or to address the rights and obligations of this Interconnection Agreement shall be the State Court of the proper jurisdiction located within the State of Florida.
- 17) In the event of any dispute hereunder for any action to interpret or enforce this Interconnection Agreement, the prevailing Party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.
- 18) Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by United States certified mail, Return Receipt Requested, addressed as follows:

If to Member: **Isaac Harris**
456 SW Harmony Ln
Lake City FL 32025
(386) 438-4375
harris.ike73@gmail.com

If to Cooperative:
 Clay Electric Cooperative, Inc.
 C/O Energy Services Manager
 PO Box 308
 Keystone Heights, FL 32656

Notice of any change in any of the above addresses shall be deemed in the manner specified in this section.

- 19) Other Special Provisions (*e.g. collection of monthly administrative fees, interconnection/upgrade costs*):

“Continued to page 21.04”

CLAY ELECTRIC COOPERATIVE, INC.

Original Sheet No. 21.04

"Continued from page 21.03"

FORM IGRG - 1

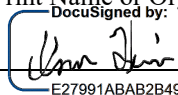
- 20) This Interconnection Agreement, when duly executed, constitutes the entire agreement between the Parties with respect to matters herein contained.

In Witness Whereof, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

Isaac Harris

Member: Print Name or Organization

By: _____


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Signature: Authorized Representative

(Print Name and Title)

Clay Electric Cooperative, Inc.

By: _____

Signature

Richard K. Davis, GM/CEO

Certificate Of Completion

Envelope Id: E7A5473E5AC24324AD75685D20D937A1

Status: Completed

Subject: Solar Closing Documents for Isaac Harris

Source Envelope:

Document Pages: 20

Signatures: 5

Envelope Originator:

Certificate Pages: 2

Initials: 16

Docs Team

AutoNav: Enabled

3049 Executive Way

Envelopeld Stamping: Enabled

Lehi, UT 84043

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

DAAS@gosolo.io

IP Address: 35.226.245.99

Record Tracking

Status: Original

Holder: Docs Team

Location: DocuSign

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DAAS@gosolo.io

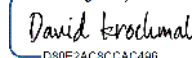
Signer Events

David Krochmal

david@sun4.inc

Security Level: Email, Account Authentication
(None)**Signature**

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Timestamp

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Electronic Record and Signature Disclosure:

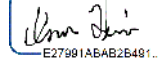
Not Offered via DocuSign

Isaac Harris

harris.ike73@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Drawn on Device

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

7/7/2022 2:22:58 PM

Signing Complete

Security Checked

7/7/2022 2:40:11 PM

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps