



Corporate Headquarters
 919 North Main Street
 Mooresville, NC 28115
 1-800-765-2715
 CustomerSolutions@powerhome.com
www.PowerHome.com
 FEIN 30-0839854

Purchase and Installation Form
(Solar Energy System)

Effective Date: September 1, 2021 | 9:58 AM PDT Phone: (919)518-4357
 Customer: Saikiran Mutyala Email: saikiran.mutyala@gmail.com

Co-Customer: _____* Approx. Start Date: 3 – 4 months from full execution of this Agreement

* If applicable, must be completed. References to Customer herein include Co-Customer.

Approx. Completion Date: 1 day after Start Date (or 2 days after Start Date for ground mount install)

Project Site: 16435 Sedalia Drive, Fishers (City), IN (State) 46040 (Zip)
 (the "**Property**")

<u>Qty</u>	<u>Product(s)/Service(s)</u>
<u>Solar Energy System</u>	
15	370w - SILFAB

<u>Battery Backup (only complete if applicable & Back-Up Battery Addendum Must be Attached)</u>	
1 - \$20,000	Generac battery cabinet (contains three (3) 3.0 kWh modules)
0	Generac (3.0 kWh) (each additional module)

<u>Other</u>	

Subtotal	\$ 56797.50
Taxes	\$ 0
Total Contract Price*	\$ 56797.50

* This does not include Federal, state, local, utility or third-party tax credits, incentives or rebates (if any) or Company rebates (if any). Customer should consult its own independent tax or financial advisor regarding the foregoing.

Mounting Structure (check one): ground [] roof [x] **Roof Age (roof mounting only):** 2 years

System Size (kW): 5.55 **Annual Solar Production (kWh):** 7726*
 * Estimated 1st yr. (Annual decreases based on degradation rate).

Additional Terms: _____
No additions



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Payment Type (check one): Customer Financing* Cash Payment

* This Agreement (and Customer's obligations hereunder) are not contingent on obtaining or securing financing. The payment terms of Customer financing shall be determined by, and in accordance with, the specific lender that Customer applies to for financing and subsequently elects to finance Customer's purchase and installation of the Product(s)/Service(s) above. Power Home Solar LLC makes no representation, warranty or guarantee as to Customer financing (including eligibility, approval or terms), and is not Customer's lender. Please see Customer financing documents from your lender for additional details.

Customer Financing: The following shall be applicable if Customer is financing all or a portion of the Total Contract Price:

Total Contract Price	\$ 56797.50
Amount Financed	\$ 56797.50
Remaining Balance	\$ 0

If applicable, the Remaining Balance (above) of the Total Contract Price shall be payable by Customer as follows:

Payment Amount	Payment Due Date
\$	
\$	

Cash Payment: The following shall be applicable if Customer is paying in cash:

		Payment Due Date
Total Contract Price	\$	
Deposit	___% of Total Contract Price	Payable by Customer upon the execution and delivery hereof
Installment Payment	___% of Total Contract Price	
Installment Payment	___% of Total Contract Price	
Final Payment	___% of Total Contract Price	Payable by Customer upon the Substantial Completion of Installation (as defined below)

For purposes hereof, "**Substantial Completion of Installation**" shall mean that all labor, materials and equipment have been installed and completed and are ready for permit inspection by any applicable governmental authorities.

SEE EXHIBIT A FOR NOTICES FOR PROPERTY LOCATED IN SELECT STATES, AND EXHIBIT B FOR CUSTOMER ACKNOWLEDGEMENTS.

THIS AGREEMENT IS ENTERED INTO AS OF THE EFFECTIVE DATE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE OF WHICH IS TO BE DELIVERED TO COMPANY AND ONE OF WHICH IS TO BE DELIVERED TO CUSTOMER.

CUSTOMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE



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ATTACHED NOTICE OF CANCELLATION FORM (EXHIBIT C) FOR AN EXPLANATION OF THIS RIGHT.

NOTICE TO CUSTOMER: DO NOT SIGN THIS CONTRACT IF BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN.

Customer agrees that by signing below Customer is agreeing to pay the amount(s) set forth on this Purchase and Installation Form and to be bound by the terms and conditions hereof and set forth in the Terms of Purchase and Installation (including any Exhibit, Addendum or other attachment hereto), all of which are attached and incorporated into this Purchase and Installation Form.

DocuSigned by:
Saikiran Mutyala
D748939F4566447...

(Customer Signature)

September 1, 2021 | 9:58 AM PDT

(Date)

*
(Co-Customer Signature)

(Date)

* If applicable, please obtain Co-Customer signature

POWER HOME SOLAR LLC**
DocuSigned by:
Gerald Terluere
D9C16543C77349B...

(Authorized Agent Signature)

September 1, 2021 | 12:25 PM EDT

(Date)

** Power Home Solar LLC maintains State business licenses as follows (local license info available upon request):

- NC License: GC 84325 / EL U.26704; U.26704-01; U.26074-02
- SC License: GC 119763 / EL 113628
- MI License: Residential Builder 2102214053
- VA License: Contractor 2705165346
- IL License: Roofing Contractor 104018682
- OH License: EL 48524
- PA License: HIC Registration No.: PA143619
- TN License: HIC 9605 / 74358 (Unlimited; CE)
- MO License: EC 2019026037
- KY License: CE65748
- WV License: WV060565
- TX License: 35846 (EC)


Letter of Authorization

Project Site: 16435 Sedalia Drive, Fishers (City), IN (State) 46040 (Zip)
(the "**Property**")

Owner(s) Name(s): Saikiran Mutyala

We/I duly authorize (and grant permission to) POWER HOME SOLAR LLC (and its subsidiaries and their respective employees and agents) to act on our/my behalf as an agent in all aspects relating to (and in connection with the) making, delivering, signing and/or otherwise obtaining any submissions, reports, applications, permits, authorizations and/or verifications as required by and to regulating authorities, utility companies and/or governmental agencies in connection with the permitting, installation, commissioning, and/or interconnection of the equipment, materials, work and/or labor at the Property.

Under penalties of perjury, we/I declare that we/I have read the foregoing and that the facts stated in it are true to the best of my/our knowledge and belief.

Customer:
Signature: 
D748939F4566447...
Saikiran Mutyala
Printed Name: _____
Date: September 1, 2021 | 9:58 AM PDT

Co-Customer:
Signature: _____*
Printed Name: _____
Date: _____

* If applicable, please obtain Co-Customer signature

Terms of Purchase and Installation

These TERMS OF PURCHASE AND INSTALLATION (these "Terms of Purchase") are entered into by and between POWER HOME SOLAR LLC ("Company") and Customer (including Co-Customer, if applicable) as of the Effective Date. Unless otherwise indicated in these Terms of Purchase, all capitalized terms herein shall have the meaning ascribed to them in the Purchase and Installation Form (the "Purchase Form"), which is attached hereto and incorporated herein by this reference. As used herein, "Agreement" means these Terms of Purchase, together with the Purchase Form, and all Exhibits, Addendums and attachments hereto and referenced herein.

1. Purchase and Installation of Product(s); Performance of Service(s).

(a) Customer agrees to (i) purchase the Product(s) and/or Service(s) set forth on the Purchase Form, and (ii) timely remit payment of the Total Contract Price in accordance with the Purchase Form. Company will contact Customer to schedule the installation of the Product(s) and/or perform the Service(s) (the foregoing is referred to as the "Project", and any work necessary to prepare and complete the Project, including submission of permits, is referred to as the "Project Work"). Upon verbal or written notice from Customer to proceed, which shall not unreasonably be withheld, conditioned or delayed, Company shall commence with the Project Work and shall continue diligently in its performance until Substantial Completion of Installation is complete. Customer hereby agrees and acknowledges that the period of time for Substantial Completion of the Project shall vary with the complexity, scope, and size of the Project. Company is not responsible for any delays that are outside of the control of Company, including, without limitation, delays caused by government agencies, building jurisdictions, or by utility companies. Customer agrees to provide Company, or its affiliates or subcontractors, with access to the Property so Company can install the Product(s) and/or perform the Service(s).

(b) Customer understands that the installation of the Product(s) may cause incidental dust. Customer should cover any surfaces Customer wants to protect and remove any moveable objects near the installation site that Customer does not want exposed to the installation process. Customer further understands that incidental damage may occur to Customer's walls, ceiling, and landscaping, and Customer agrees to not hold Company liable for any such incidental damages which may occur during installation.

(c) Company will perform all Project Work in a professional and workmanlike manner. Company shall comply with all local requirements for building permits and inspections and shall be responsible for applying for and obtaining any applicable permits necessary to install the Product(s) and perform the Service(s) (including, to the extent applicable, interconnection and other regulatory approvals required to complete the Project). At Company's sole discretion, Company may employ or engage subcontractors to perform portions of the Service(s), including roofers or electricians to perform specialized portions of the Project. To the extent required under applicable law, Company will provide Customer with information, such as names, addresses and telephone numbers, of any subcontractor engaged to perform any of the Service(s) and will enter into a written contract with any such subcontractor, which contract will include all relevant provisions, terms and conditions of this Agreement, to the extent applicable. To the extent required by applicable law, all of the Service(s) shall be performed by individuals duly licensed and authorized by applicable law to perform such Service(s). To the best of Company's actual knowledge, all employees on the Project, including employees of any subcontractor, are legally authorized to work in the United States.

2. Customer Cooperation. Customer acknowledges and agrees that Customer shall cooperate (within a reasonable amount of time) with Company in connection with the Project Work (including the design, permitting, interconnection, scheduling and installation relating thereto) and the performance of Company's obligations under this Agreement (whether before, during or after the installation of the Product(s) or performance of the Service(s)), including, but not limited to, responding to inquiries or approval requests, providing access to the Property, scheduling installation, providing any documents or other information reasonably requested by Company in Customer's possession, custody or control relating to the Product(s), Service(s) and/or the Project and any claims, deficiencies or defects Customer alleges with respect thereto (such as, by way of example only, and without limitation, up to 12 months of Customer's electricity bills in order for Company to adequately analyze post-installation consumption, production, savings and/or Customer-alleged claims, deficiencies or defects). In furtherance of Customer's obligations hereunder, Customer agrees to (and shall) execute the Letter of Authorization attached to the Purchase Form.

3. Payment. Customer authorizes Company to apply (and to the extent applicable, charge) any amount(s) due under this Agreement (or the Purchase Form) to the applicable payment method designated and/or provided by Customer (*i.e.*, credit card, check, debit card or other form of payment delivered by Customer and accepted by Company). If Customer fails to cure any payment default **within seven (7) days** of written notice (email will suffice), Customer shall pay to Company interest on all amounts due in the amount of the *lesser* of (i) **eighteen percent (18%) per annum**, or (ii) **the maximum rate allowed by applicable law**, plus, to the extent not otherwise prohibited by applicable law, reasonable attorneys' fees and/or collection charges incurred by Company in connection with the collection of such non-payment by Customer. Customer shall be responsible for paying any applicable sales, use, excise, value added, withholding or similar taxes, duties or assessments imposed in connection with this Agreement for the Product(s)/Service(s) by any federal, state, local or foreign government authority, exclusive of any taxes based upon Company's income or payroll.

4. Security Interest; Mechanic's Lien Warning. Customer grants to Company a continuing security interest on the Product(s) and in all of the equipment and components installed at the Project, including, but not limited to, all equipment identified herein and any additional items installed. In the event Customer defaults on the payment of any amounts associated with the installation or repayment of any amounts advanced by Company for the benefit of Customer and such default is not cured in full within ten (10) days of written notice of default from Company (or such longer period of time required by applicable law), Company may, in addition to its remedies set forth in Section 3 above and to the extent permitted by applicable law, remove all of the Product(s) from the Property, including without limitation, any and all equipment and components covered by the security interest granted by Customer to Company under this Agreement. Company shall be permitted to file, and is hereby authorized to file without further notice, a Form UCC-1 financing statement in the real estate records of the jurisdiction in which the Project is located. Upon payment in full of the Total Contract Price, the security interest provided for in this Section 4 shall terminate and Company shall take all steps necessary to terminate any such Form UCC-1 financing statement filed by Company. See Exhibit A for applicable state specific mechanic's lien notices.

5. Change Orders.

(a) The material, quantities, and amounts listed in the Purchase Form are Company's good faith estimates of the Project cost based on all factors known to Company at the time of such estimate. Changes to the Project Work may become necessary after work on the Project has been commenced (each such change shall be referred to as a "Change Order", and collectively, the "Change Orders"). A Change Order may occur as follows: (i) due to the unavailability of quoted materials; (ii) Company discovers a previously unknown condition that must be corrected, remedied or addressed to properly complete the Project (for example, but without limitation, the need to modify existing wiring, reinforce rafters or support joists, repair existing roofing, or any task that may be required to successfully complete the Project and assure that it conforms to building codes); and/or (iii) Customer's request to modify the Project after commencement of the Project Work (for example, but without limitation, requests to move the Product(s) from one area/location to another area/location at the Property, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures, such as antennas, or any additional work or task outside the Project Work). Company has the right to substitute similar, functionally equivalent materials should the originally quoted materials not be readily-available.

(b) In the event of a Change Order, any materials, quantities, and/or amounts listed in the Purchase Form are subject to revision, and the Total Contract Price may increase or decrease accordingly. The Change Order shall describe the scope of the extra Project Work, the cost to be added to (or subtracted from) the Total Contract Price, and the impact the Change Order may have on the scheduled estimated date of Substantial Completion of Installation. Change Orders become part of this Agreement once a Change Order is prepared in writing and signed and delivered by both Company and Customer. Company's failure to execute and deliver a Change Order shall not preclude Company's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

(c) Notwithstanding the requirement under this Agreement that all Change Orders be in writing, if there are any changes to the Project Work requested by Customer or required by Company for the successful completion of the Project and which contemplated changes Company discusses with Customer and to which contemplated changes Customer gives Company its verbal assent, such verbal assent by Customer to such contemplated changes will have the same legality and full force and effect as a written Change Order once Company has commenced performance of any Project Work that was discussed verbally between Company and Customer.

(d) Any Change Orders shall be incorporated herein. Customer shall pay to Company any increase to the Total Contract Price within ten (10) days of request or billing by Company for any Change Order (except as otherwise provided in a Change Order).

6. Removal and/or Relocation of the Product(s). Company shall not be obligated or required to relocate, remove and/or re-install the Product(s) (or any part thereof) at the Property or to another location or property, except as otherwise may be expressly agreed in a written contract signed by Company and Customer. To the fullest extent permitted by applicable law, Company does not make (and hereby disclaims any) representations or warranties (oral or written) as to the costs, suitability, ability, interconnection, approvals (including homeowners associations), and production, usage or savings relating to, or in connection with, any relocation, removal and/or re-installation of Customer's Product(s) from one location or property to another location or property. Each location or property is different, and as such, results, requirements, approvals, costs, savings, etc. will vary (often substantially) depending on location or property.

7. Tax Credits, Incentives and Rebates.

(a) Customer acknowledges that Customer may apply (and may qualify) for certain Federal, State, local or utility rebates, tax credits, incentives and/or power rate adjustments relating to the Project ("Rebate(s)"). Customer further acknowledges that while Company *may* assist Customer with certain aspects of submitting applicable documents to the respective Rebate authority, Customer (and not Company) shall be solely responsible for negotiating and applying for any such Rebates and acknowledges that Company does not (and cannot) guarantee Customer's eligibility for, or the actual dollar amount of, any Rebates. The availability of Rebates may be limited, and Company strongly recommends that Customer contact Customer's financial, tax and legal advisors for details and information on whether Customer qualifies for any Rebates associated with the Project and the amount of any such Rebates, given Customer's individual (or joint, with such Customer's spouse) tax and financial circumstances. Customer's obligations hereunder are *not* contingent upon Customer or the Project qualifying for any Rebates or other similar financial benefit.

(b) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY MAKES NO REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTEE THAT CUSTOMER WILL QUALIFY FOR OR RECEIVE, IN WHOLE OR IN PART, ANY REBATE OR SIMILAR FINANCIAL BENEFIT IN CONNECTION WITH THE PROJECT, AND CUSTOMER SHOULD NOT MAKE CUSTOMER'S DECISION TO ENTER INTO THIS AGREEMENT IN RELIANCE ON OBTAINING ANY SUCH BENEFIT. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO INVESTIGATE WHAT REBATES OR OTHER SIMILAR FINANCIAL BENEFITS, IF ANY, MAY BE AVAILABLE TO CUSTOMER AND TO TAKE THE STEPS NECESSARY TO CLAIM ANY SUCH REBATES OR BENEFITS.

8. Limited Warranty. Company warrants and represents for five (5) years following the date of completion of the Service(s) and installation of the Product(s) (the "General Warranty Period") that (A) the Project Work will be of good quality, new when installed and installed in a good workmanlike manner, using principles, criteria and standards generally accepted for use by a contractor in the same industry as Company, (B) the Project Work is, at the time of completion, in compliance with the requirements of all applicable governmental laws, regulations and requirements, and (C) the Project Work is free from defects in workmanship. Company further separately warrants and represents for five (5) years following the date of the completion of the Service(s) and installation of the Product(s) (the "Roof Warranty Period", together with the General Warranty Period, the "Limited Warranty Period") that, with respect to roof-mounted installations only, each roofing penetration made in connection with the Project Work and the surrounding area within a five (5) inch radius of each penetration shall be free from damage to the roof and against water infiltration through the roof. During the applicable Limited Warranty Period, the exclusive remedy of Customer, and Company's sole obligation, in the event of any warranty claim under this Section 8 shall be for Company to repair or replace the defective Service(s). Any repair or replacement work hereunder shall not extend the applicable Limited Warranty Period, but the remainder of the original Limited Warranty Period shall apply to the repair work until natural expiration of the applicable Limited Warranty Period. Company's total monetary liability under this warranty is limited up to the Total Contract Price. Customer must notify Company in writing of the existence of any defect subject to this limited warranty within a reasonable amount of time after Customer discovers such defect (but no later than five (5) business days, or such longer period required by applicable law). This limited warranty does not cover (and

expressly excludes) any damage, defects, deterioration or malfunction resulting from any of the following (as determined in Company's reasonable discretion): (i) any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, lightning, power surges, acts of God or other events that are beyond the reasonable control of Company; (ii) the installation or removal of the Product(s) by any person or entity other than Company; (iii) any unauthorized tampering with the Product(s); (iv) any negligence, improper action or inaction, or willful or malicious acts by any party other than Company; (v) any maintenance or repairs attempted by anyone unauthorized by Company to make such maintenance or repairs; and/or (vi) any other cause which does not relate to a defect in workmanship of the Service(s), including (1) trees, new buildings, or other obstructions which are installed, grow beyond the point of the original Product install, or otherwise change after installation of the Product(s), (2) damage from external stress, impact, foreign objects, or falling rocks or debris, (3) damage or corrosion caused by roofing materials, chemicals, or substrates, including those used for corrosion resistance, thermal expansion and contraction, and moisture barriers and sealing, and/or (4) damages attributable to normal weathering or defects or damages caused by vapors or chemical pollutants or air pollution, building settlement or structural failure of roof, walls, foundations or any part of the attached structure. Only the original Customer is covered under this limited warranty and this limited warranty is not transferable or assignable to any subsequent purchaser(s) or owner(s). Except for defects covered by this limited warranty, all maintenance obligations upon acceptance by Customer shall be the responsibility of Customer. **Customer understands and agrees that nothing in this Agreement (or otherwise, including any prior oral statement or written proposal) shall be construed as a guarantee of system production, minimum power or savings.**

9. Product(s) Warranty. Customer understands and agrees that the Product(s) purchased by Customer may have manufacturer warranties (including, for example, such Products as solar photovoltaic modules, battery backups, inverters, and solar mounting racks), and such manufacturer(s), not Company, are responsible for, and obligated under, any such manufacturer warranty(ies). Please refer to each manufacturer's warranty guidelines for additional info. Company does not warrant the Product(s) (and disclaims all such warranties pursuant to Section 10 below). It is Customer's sole responsibility as the owner to register the Product(s) with the manufacturer and maintain it according to the manufacturer's specifications. Company will assign any manufacturer warranties upon completion and payment in full of the Total Contract Price by Customer. No other warranties are provided by Company except as expressly set forth in this Agreement. For additional information, restrictions and exclusions regarding (1) the SolarEdge Manufacturer Inverter Warranty (including the optional 25 year extended warranty), please visit <https://www.solaredge.com/sites/default/files/solaredge-warranty-april-2019.pdf> and https://www.solaredge.com/sites/default/files/ONLINE_HomeownerExtendedWarranty.pdf; and (2) the Generac Manufacturer Limited Warranty, please visit <https://www.generac.com/service-support/product-support-lookup/product-support-details?productid=aa180473-602e-4494-b195-d35dd49fee5&isBaseModel=false> and <https://soa.generac.com/manuals/X7602-08749/A0000416920>. **BUYER MUST HAVE AN ACCESSIBLE INTERNET CONNECTION OTHERWISE CUSTOMER'S LIMITED MANUFACTURER'S WARRANTY(IES) (AS WELL AS THEIR RIGHTS THEREUNDER) WILL BE ADVERSELY IMPACTED AND MAY RESULT IN VOIDING (OR SUBSTANTIALLY IMPACTING) THE PRODUCT WARRANTY.**

10. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FEDERAL, STATE OR OTHER TAX CREDITS, REBATES, GRANTS OR INCENTIVES, THE CONDITION OF THE PRODUCTS, THEIR MERCHANTABILITY, THEIR DESIGN, THEIR CAPACITY, THEIR PERFORMANCE, PRODUCTION, MINIMUM POWER, THEIR MATERIAL, THEIR WORKMANSHIP, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE PRODUCT(S) AND/OR SERVICE(S) WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE PRODUCTS AND/OR SERVICE(S). SOME STATES DO NOT ALLOW THE LIMITATIONS SET FORTH IN THIS SECTION 10, AND IN SUCH EVENT, SUCH LIMITATIONS MAY NOT APPLY TO CUSTOMER. The Customer Acknowledgements set forth in Exhibit B are expressly incorporated herein and acknowledged and agreed to by Customer.

11. Termination; Customer's Right to Cancel.

(a) Either party may terminate this Agreement for breach of a material term of this Agreement, upon first giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement for any reason shall not relieve Customer of its obligations hereunder to pay (or reimburse Company) for actual third-party costs and expenses incurred by Company relating to the Project Work as of the effective date of termination.

(b) In addition, (i) should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Company, then Company may terminate this Agreement; (ii) should the Project be stopped through act of neglect or breach of Customer for a period of fifteen (15) days or more, then Company may terminate this Agreement; or (iii) should Customer fail or refuse to pay Company after seven (7) days from the date of written notice of default, then Company may terminate this Agreement. In the event this Agreement is terminated or otherwise cancelled by Customer through no fault (or breach) of Company (a "Customer No Cause Termination") (excluding as otherwise expressly permitted under a nonwaivable provision of applicable law or pursuant to Section 11(c) below) or pursuant to subsections (i) – (iii) of this Section 11(b), then Company shall be entitled to be paid from Customer (and recover promptly from Customer) (within five (5) business days of demand thereof) (1) the reasonable value of Project Work performed (the basis of payment being based on the terms of this Agreement, less any down payments, if any, made under this Agreement) prior to termination, plus (2) the actual third party costs and expenses incurred by Company relating to the Project Work as of the date of termination, plus (C) with respect to a Customer No Cause Termination or a termination pursuant to subsections (ii) – (iii) of this Section 11(b), if Company has already, at the time of termination, substantially commenced Project Work involving the design and permitting of the Project and/or the installation of energy efficiency equipment at the Property that may be included as part of the purchase in the Purchase Form, then a termination fee equal to ten percent (10%) of the Total Contract Price (to the fullest extent permitted under applicable law). Some States do not allow a termination (or similar) fee, and in such event and such States only, such termination fee may not apply.

(c) **CUSTOMER'S RIGHT TO CANCEL.** Customer shall have the right to terminate and cancel this Agreement at any time *prior to* midnight of the third business day after the full execution and delivery of this Agreement (or such longer period as may be *expressly* required by applicable law) (the "Cooling Off Period"). Please see the attached Notice of Cancellation form (Exhibit C) for an explanation of this right. After the expiration of the Cooling Off Period, this Agreement (and the Purchase Form) may not be cancelled or terminated by Customer (for convenience or otherwise) except pursuant to Section 11(a) above, with Company's express prior written consent (exercisable in its sole discretion) or as otherwise required by a nonwaivable provision of applicable law.

(d) In the event of a termination through no fault (or breach) of Company, Customer understands and agrees that Customer shall solely be responsible for the amounts provided for or payable pursuant to this Section 11, regardless of whether all, or a portion of, the Total Contract Price was intended on being paid through Customer Financing. It is expressly agreed by Customer that the amounts payable under this Agreement in the event of termination or cancellation of this Agreement through no fault (or breach) of Company do not constitute a penalty and that the parties, having negotiated in good faith for such specific amounts and having agreed that the amount thereof are reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such amounts payable hereunder by Customer in the event of termination or cancellation of this Agreement through no fault (or breach) of Company.

12. Limitation of Liability. EXCEPT TO THE EXTENT OTHERWISE PROHIBITED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, TREBLE, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR NEGLIGENCE, AND IRRESPECTIVE OF WHETHER COMPANY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE CUSTOMER OF AN ADEQUATE REMEDY. EXCEPT TO THE EXTENT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO CUSTOMER'S PURCHASE OF COMPANY'S PRODUCT(S) AND/OR SERVICE(S) OR CUSTOMER'S USE OF THE

PRODUCT(S) AND/OR SERVICE(S), REGARDLESS OF THE FORM OF ACTION, EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT. SOME STATES DO NOT ALLOW THE LIMITATIONS SET FORTH IN THIS SECTION 12, AND IN SUCH EVENT, SUCH LIMITATIONS MAY NOT APPLY TO CUSTOMER.

13. Indemnification. To the fullest extent permitted by law, Customer shall indemnify, defend, protect, save and hold harmless Company, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from Customer's breach of this Agreement or Customer's negligence or willful misconduct.

14. Inspection. Customer shall inspect the Product(s) and Service(s) within five (5) days of completion of the Service(s) or installation of the Product(s) (the "Inspection Period"), whichever is later. Unless Customer provides written notice to Company during the Inspection Period specifying any defect in the Products and/or Service(s), Customer agrees that it shall be conclusively presumed, as between Company and Customer, that Customer has fully inspected and acknowledged that the Product(s) and Service(s) are in full compliance with the terms of this Agreement, in good condition, and that Customer is satisfied with and has accepted the Product(s) and Service(s) in such good condition.

15. Company Insurance. Company shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Customer's request, furnish to Customer a certificate evidencing such coverage: (i) Commercial General Liability Insurance (CGL) (Company carries commercial general liability insurance with coverage amounts that meet or exceed those required by law), and (ii) Workers Compensation Insurance (Company carries workers' compensation insurance for all employees in compliance with applicable law).

16. Force Majeure. Company shall not be liable for any delays in completion of the Service(s) or delivery (or installation) of the Product(s) caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary materials, (ii) Company's inability to obtain necessary materials or perform the work contemplated herein because of strikes, lockouts, fires, floods, earthquakes, hurricanes, pandemics, epidemics or other acts of God, military operations and requirements, national or state emergencies, etc., or (iii) any other acts or omissions beyond Company's reasonable control.

17. Governing Law; Arbitration. Except to the extent inconsistent with or preempted by Federal law (including the Federal Arbitration Act), the interpretation, construction and enforcement of this Agreement, and all matters related to this Agreement, shall be governed by the laws of the State where the Property is located (without giving effect to any conflict of law provisions). **BY SIGNING THIS AGREEMENT, COMPANY AND CUSTOMER AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH BINDING BILATERAL ARBITRATION, AND EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, ALL AS DETAILED IN, AND SUBJECT TO, THE "ARBITRATION AGREEMENT" ATTACHED HERETO AS EXHIBIT D, WHICH SHALL BE SIGNED BY THE PARTIES AS OF THE EFFECTIVE DATE.**

18. Miscellaneous. Any term of this Agreement may be amended or modified only with the written and signed consent of the parties. No waiver of any provision in this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement or be held as a waiver of any subsequent breach or a continuing waiver. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. Customer may not assign this Agreement or delegate any of Customer's rights or obligations hereunder. Except as otherwise prohibited by applicable law, Company may freely assign and delegate all of its rights and duties under this Agreement, and the covenants herein shall be enforceable by such successor and/or assign. Sections 2-4, 6-10, 12 - 14 and 16 - 18 (and the parties' respective obligations and rights thereunder) shall survive the termination or cancellation hereof. Should any provision hereof require judicial or other interpretation or construction, it is agreed that the court or fact finder interpreting or construing same shall not apply a presumption that the terms shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who through itself or through its agents prepared the document. Any notice under this Agreement shall be in

writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or electronic transmission (such as email), forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or email as set forth on the Purchase Form, or as subsequently modified by advance written notice. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Customer warrants and represents that Customer is the sole legal owner of the property where the Product(s) will be delivered and the Service(s) will be performed, and that Customer has the authority to enter into this Agreement.

Exhibit A

Notices for Property Located in Select States

A State-specific notice contained in this Exhibit A is only applicable to a Customer whose Product(s) are being installed and/or Service(s) are being performed within the referenced State. If Customer's Product(s) are being installed and/or Service(s) are being performed within the referenced State, please read the applicable State-specific notice(s) below carefully.

For Pennsylvania Only: The official registration number of Power Home Solar LLC can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

For Virginia Only: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/ or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559, email: RecoveryFund@dpor.virginia.gov.

For Illinois Only:

Customer acknowledges that Company has provided to Customer a copy of the "Home Repair: Know Your Consumer Rights" pamphlet prior to the execution of this Agreement (attached hereto). A copy of the pamphlet can also be found at <http://illinoisattorneygeneral.gov/consumers/homerep0505c.pdf>.

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR. Unless provided in a sworn statement of Company separately provided to Customer, Company is the only person furnishing materials and labor under this Agreement and its name and address is contained herein.

Pursuant to Illinois law, before this Agreement is accepted and executed by Customer, Company advised (and is hereby advising in writing) Customer that this Agreement contains contractual provisions that require Customer to (i) submit all contract or agreement disputes to binding arbitration in place of a hearing in court before a judge or jury; and (ii) waive Customer's right to a trial by jury. If Customer located in Illinois, Customer has the option of accepting or rejecting both the binding arbitration clause and the jury waiver clause before this Agreement is accepted and executed by Customer. If the consumer rejects either the binding arbitration clause or the jury trial waiver clause, or rejects both clauses, by writing "reject" on Exhibit D, then, as long as Customer accepts and executes the remainder of this Agreement, the following provision shall replace (and control over) Section 17 and Exhibit D only:

The interpretation, construction and enforcement of this Agreement, and all matters related to this Agreement, shall be governed by the laws of the State where the Property is located (without giving effect to any conflict of law provisions). The venue for any claim, cause of action or dispute involving this Agreement shall take place in Cook County, Illinois. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

For Michigan Only: A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. A plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. A mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. Contractor is licensed in the State of Michigan and Contractor's license number is Residential Builder #2102214053.

For Missouri Only: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

For Tennessee Only: All home improvement contractors must be licensed by the Tennessee Home Improvement Commission. Any inquiries about a contractor should be transmitted to the Commissions office.

For Ohio Only:

EXCESS COSTS. IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE:

(Only applicable in Ohio, check here if in Ohio: _____)

written estimate _____ oral estimate _____ (*check one*) (if neither checked, then written estimate applies)

OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312. OF THE OHIO REVISED CODE, THE CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.

For Georgia Only:

GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Notwithstanding anything to the contrary contained herein, the standards (the "Standards") for evaluating work and activities covered by the limited warranty (each, a "Covered Claim") described in the Agreement shall conform to the guidelines set forth in the current edition of the Residential Construction Performance Guidelines as published by the National Association of Home Builders (the "Guidelines"). To the extent there are no Standards set forth in the Guidelines for evaluating a particular Covered Claim, the Standards used shall be consistent with standard practices in the solar installation industry for evaluating similar Covered Claims.

For Kentucky Only:

SECTIONS 411.250 TO 411.260 OF THE KENTUCKY REVISED STATUTES CONTAIN IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE BUILDER OF YOUR HOME. YOU MUST DELIVER TO THE BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

BUYER’S RIGHT TO CANCEL: If this agreement was solicited to your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. The notice must be mailed to: 919 North Main Street, Mooresville, NC 28115. See Exhibit C for additional information.

For West Virginia Only:

WEST VIRGINIA STATE LAW, AS SET FORTH IN CHAPTER 21, ARTICLE 11A OF THE WEST VIRGINIA CODE, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO MADE RESIDENTIAL IMPROVEMENTS TO YOUR PROPERTY. AT LEAST NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS. THERE ARE DEADLINES AND PROCEDURES UNDER STATE LAW AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

Company’s workers’ compensation policy number is EN4WC00157-201 (Everest National Insurance Company) and Company’s unemployment insurance account number is 000008224-4.

For Kansas Only: KANSAS LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

For Texas Only: IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

Customer Acknowledgement of Notice:

By initialing below, Customer and, if applicable, Co-Customer, have reviewed and acknowledged receipt of any applicable State-specific notice(s) contained above in this **Exhibit A**.

Customer (initials): SM Co-Customer (initials): _____

Exhibit B

Customer Acknowledgements

As part of the information, documents, materials or proposals provided to Customer at (or before) the time of execution hereof (in writing or orally), Company may provide, among other information, projections of energy production from Customer's solar energy system and *estimates* of Customer's projected energy consumption and savings (collectively, the "Projections"). The Projections are based, in part, on factors that are inherently variable and/or beyond the control of Company, like weather conditions, man-made obstructions, natural obstructions (like trees and other shading issues), Customer's usage, and the applicable cost of energy. Even small changes, for example, in Customer's usage or energy costs, will impact Customer's potential savings. As a result, the Projections (including the amounts provided for production, usage and savings) are illustrative and hypothetical only and (to the fullest extent permitted under applicable law) are not (and shall not be in any way interpreted to be) guarantees, representations or warranties of any kind, shape or fashion. The Projections were compiled based on information supplied by Customer and other third-party sources and have not been independently verified by Company. To the fullest extent permitted under applicable law, no representation or warranty, express or implied, oral or written, is made as to the accuracy or completeness of the information, estimates, projections or assumptions contained therein, and nothing contained herein or therein is, or shall be relied upon as, a promise, representation, warranty or guarantee, whether in the past or the future with respect to the Projections (whether relating to production, performance, usage or savings). To the fullest extent permitted under applicable law, Company expressly disclaims any such promise, representation, warranty or guarantee (whether oral, written or otherwise). Ultimately, the production, performance, consumption and savings with respect to any given solar system may vary from those set forth in the Projections.

Customer (*initials*): SM Co-Customer (*initials*): _____

If Customer engages or otherwise employs any contractor, subcontractor or other person(s) unrelated or unaffiliated with Company (each, a "Non-Company Party"), whether relating to the Project or otherwise, Company shall not be responsible for the services, acts or omissions of such Non-Company Party, and Customer shall be solely responsible for such Non-Company Party, including any compensation, fees or costs due and owing to such Non-Company Party.

Customer (*initials*): SM Co-Customer (*initials*): _____

Net metering, net billing and similar excess or surplus outflow credits (if any) contained in the Projections are estimated based on your utility rules and state statutes or other regulations (or other third-party resources). These amounts are subject to change from time to time by, among other things, a change or termination by executive, legislative or regulatory action, and any change would have an impact on the assumptions and estimates in the Projections. Customer assumes sole responsibility for the risks set forth under this paragraph, and understands the Agreement is not contingent on Customer's application, acceptance or receipt of benefits, if any, related to net metering (or similar credits or programs). Company makes no guarantees regarding eligibility, acceptance or receipt of net metering (or similar credits or programs).

Customer (*initials*): SM Co-Customer (*initials*): _____

Often, depending on Customer's electricity provider, after twelve (12) months (or at least once annually), Customer's monthly net energy charges and credits are reconciled in an annual true-up statement. Generally, depending on the electricity provider, any remaining charges must be paid and any excess surpluses are typically reset to zero (or, in some cases, roll over to the next billing cycle). Customer should (and Company recommends Customer) contact their electricity provider for additional information or if Customer has any questions regarding this paragraph.

Customer (initials): ^{DS} SM Co-Customer (initials): _____

The Projections were prepared using the current rates, rules and regulations promulgated by Customer's applicable utility commission or other government agency (the "Commission"). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, Customer may be subject to those changes and would be responsible for paying any future increases to electricity rates, charges or service fees from Customer's utility. Further, it is important to understand that future electric utility rates used in the Projections (or otherwise presented to Customer) are estimates only. Customer's future electric utility rates may vary.

Customer (initials): ^{DS} SM Co-Customer (initials): _____

Depending on Customer's electricity provider, Customer may be charged fixed (or similar) charges (i.e., a monthly charge or fee that is fixed in value intended to capture an electricity provider's basic costs to provide electricity service to Customer). These fixed charges, if any, vary by electricity provider and jurisdiction, and are applied regardless of volumetric charges (i.e., electricity costs that vary due to usage). In addition, depending on Customer's electricity provider, Customer may be required to pay a minimum monthly bill, which is the lowest bill amount an electricity provider would (or can) bill Customer. Lastly, Customer may be charged taxes or other state or local charges on all or a portion of their bill. Customer should (and Company recommends Customer) contact their electricity provider for additional information or if Customer has any questions regarding this paragraph.

Customer (initials): ^{DS} SM Co-Customer (initials): _____

Federal, State, local or utility rebates, tax credits, incentives and/or power rate adjustments (if any), including potential participation in any renewable energy credit or similar program, (collectively, "Rebates") are estimated only based on existing utility rules and Federal and State statutes or other regulations (or other third-party resources). These amounts are subject to change from time to time by, among other things, a change or termination by executive, legislative or regulatory action, and any change would have an impact on the assumptions and estimates in the Projections. Customer assumes sole responsibility for the risks set forth under this paragraph, and understands the Agreement is not contingent on Customer's application, acceptance or receipt of benefits, if any, related to Rebates. Company makes no guarantees regarding eligibility, acceptance, amount or receipt of any Rebates. Customer should contact their tax advisor for additional information or if Customer has any questions regarding this paragraph.

Customer (initials): ^{DS} SM Co-Customer (initials): _____

If Customer's Product(s) and/or Service(s) are financed, carefully read any agreements and/or disclosure forms provided by Customer's lender. Neither this statement (nor this Agreement) contains the terms of Customer's financing agreement. **Company is not Customer's lender.** Depending on Customer's lender and loan, Customer may have an option to pay an additional payment by month 18 of the loan term to keep their payment at the same monthly amount. Failure to make this payment by month 18 may increase Customer's monthly payment. Further, if Customer sells their home where the system is located before paying off such financing, transfer of the system to the new owner may require consent of Customer's lender. If Customer has any questions about the foregoing, please contact Customer's finance provider *before* signing this Agreement.

Customer (initials): ^{DS} SM Co-Customer (initials): _____

If Customer has a homeowner’s association or similar community governing body (a “HOA”), Customer understands and acknowledges that the HOA’s approval may be required for the Project. Customer’s rights to proceed with the Project (and the HOA’s approval rights) are generally governed by the applicable HOA governing documents. Customer assumes sole responsibility for the risks set forth under this paragraph, and understands the Agreement is not contingent on Customer’s application or acceptance of the Project by a HOA. Company makes no guarantees regarding eligibility, acceptance, or timing of approvals relating to a HOA. Customer should (and Company recommends Customer) contact their HOA, if applicable, for additional information.

Does Customer Have an HOA (check one): Yes No

If Yes, please provide:

HOA Name	Phone #	Email	Facsimile	Contact Person
Community Association Serv	317-755600	customerservice@cas-	indiana.com	Hannah Mandeville

Customer (initials): SM **Co-Customer (initials):** _____

Customer acknowledges and represents that Customer is not aware of any active or unrepaired leaks, defects or other intrusion on or relating to the roof at the Property. If Company discovers that the roof has any active or unrepaired leaks, defects or other intrusion, or is otherwise in poor condition, Company has the right, in its discretion, to cease work until Customer makes the necessary or advisable repairs to the roof or terminate the Agreement. Notwithstanding, if Customer requests that Company proceed with the Project after being advised of the condition of the roof, then Customer agrees to (and shall) release, indemnify and hold Company harmless from any and all claims relating to pre-existing roof damage, defects, leaks or intrusions.

Customer (initials): SM **Co-Customer (initials):** _____

If applicable, Customer acknowledges that in order for Company to successfully install the solar system (and complete the related Project Work), it may be necessary or advisable for Company to trench or dig on Customer’s Property, and in connection therewith, Company will use commercially reasonable efforts to restore the condition of the Property by filling in the trench or hole dug by Company. If necessary, Company will add grass seed and straw to the impacted area(s), but will not restore the area(s) with sod.

Customer (initials): SM **Co-Customer (initials):** _____

Customer acknowledges that full or partial shading can have a negative impact on a solar system’s production and output. Shading is when something, whether a natural or man-made object or obstruction, partially or fully blocks one or more solar panels from catching sunlight. Examples of shading include, without limitation, trees, chimneys, passing of clouds, neighboring buildings and similar man-made or naturally occurring obstructions partially or fully blocking one or more solar panels. Customer understands and agrees that Customer is solely responsible for the removal or trimming of any trees or other objects that may impact a solar system’s production and output. Any shading (including the impact thereof on a solar system’s production and output) presented in any Projections are based on assumptions, should not be relied upon by Customer and are in no way any guarantee with respect to any current or future shading conditions and/or their impact on a solar system’s production and output. All warranties or representations (whether express or implied) with respect to shading (including the impact thereof on a solar system’s production and output) are expressly disclaimed. Customer is further advised that trees and/or other objects causing any shading issues that are adverse to the proper Company recommended operation of Customer’s system may need to be removed by Customer at Customer’s cost and expense.

Customer (initials): SM **Co-Customer (initials):** _____

Exhibit C

Notice of Cancellation

September 1, 2021 | 12:25 PM EDT

Date of Transaction: _____

CUSTOMER AND COMPANY ARE PARTIES TO THAT CERTAIN PURCHASE AND INSTALLATION FORM (AND THE ASSOCIATED TERMS OF PURCHASE AND INSTALLATION, TOGETHER WITH THE EXHIBITS, ADDENDUMS AND ATTACHMENTS THERETO) (COLLECTIVELY, THE “AGREEMENT”).

CUSTOMER MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE (I.E., THE DATE WHICH THIS AGREEMENT IS SIGNED) (OR, TO THE EXTENT APPLICABLE, SUCH LONGER PERIOD THAT MAY BE EXPRESSLY REQUIRED BY APPLICABLE GOVERNING LAW).

IF CUSTOMER CANCELS, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY CUSTOMER UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY CUSTOMER WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY COMPANY OF CUSTOMER’S CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF CUSTOMER CANCELS, CUSTOMER MUST MAKE AVAILABLE TO COMPANY AT CUSTOMER’S RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO CUSTOMER UNDER THE AGREEMENT, OR CUSTOMER MAY, IF CUSTOMER WISHES, COMPLY WITH THE INSTRUCTIONS OF COMPANY REGARDING THE RETURN SHIPMENT OF THE GOODS AT COMPANY’S EXPENSE AND RISK.

IF CUSTOMER DOES MAKE THE GOODS AVAILABLE TO COMPANY AND COMPANY DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF CUSTOMER’S NOTICE OF CANCELLATION, CUSTOMER MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF CUSTOMER FAILS TO MAKE THE GOODS AVAILABLE TO COMPANY, OR IF CUSTOMER AGREES TO RETURN THE GOODS TO COMPANY AND, THEREAFTER FAILS TO DO SO, THEN CUSTOMER REMAINS LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

TO CANCEL THE AGREEMENT, E-MAIL, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS NOTICE OF CANCELLATION TO:

Power Home Solar LLC
919 N Main St.
Mooresville, NC 28115
conciiergeleaders@powerhome.com

09/06/2021

By no later than midnight of: *(Insert Date)* _____

I hereby cancel the Agreement to purchase the Product(s)/Service(s) from Power Home Solar LLC under the Agreement.

Signature: _____

Printed Name: _____

Date: _____

Notice of Cancellation (Duplicate)

September 1, 2021 | 12:25 PM EDT

Date of Transaction: _____

CUSTOMER AND COMPANY ARE PARTIES TO THAT CERTAIN PURCHASE AND INSTALLATION FORM (AND THE ASSOCIATED TERMS OF PURCHASE AND INSTALLATION, TOGETHER WITH THE EXHIBITS, ADDENDUMS AND ATTACHMENTS THERETO) (COLLECTIVELY, THE “AGREEMENT”).

CUSTOMER MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE (I.E., THE DATE WHICH THIS AGREEMENT IS SIGNED) (OR, TO THE EXTENT APPLICABLE, SUCH LONGER PERIOD THAT MAY BE EXPRESSLY REQUIRED BY APPLICABLE GOVERNING LAW).

IF CUSTOMER CANCELS, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY CUSTOMER UNDER THE AGREEMENT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY CUSTOMER WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY COMPANY OF CUSTOMER’S CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF CUSTOMER CANCELS, CUSTOMER MUST MAKE AVAILABLE TO COMPANY AT CUSTOMER’S RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO CUSTOMER UNDER THE AGREEMENT, OR CUSTOMER MAY, IF CUSTOMER WISHES, COMPLY WITH THE INSTRUCTIONS OF COMPANY REGARDING THE RETURN SHIPMENT OF THE GOODS AT COMPANY’S EXPENSE AND RISK.

IF CUSTOMER DOES MAKE THE GOODS AVAILABLE TO COMPANY AND COMPANY DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF CUSTOMER’S NOTICE OF CANCELLATION, CUSTOMER MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF CUSTOMER FAILS TO MAKE THE GOODS AVAILABLE TO COMPANY, OR IF CUSTOMER AGREES TO RETURN THE GOODS TO COMPANY AND, THEREAFTER FAILS TO DO SO, THEN CUSTOMER REMAINS LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

TO CANCEL THE AGREEMENT, E-MAIL, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS NOTICE OF CANCELLATION TO:

Power Home Solar LLC
919 N Main St.
Mooresville, NC 28115
conciiergeleaders@powerhome.com

09/06/2021

By no later than midnight of: *(Insert Date)* _____

I hereby cancel the Agreement to purchase the Product(s)/Service(s) from Power Home Solar LLC under the Agreement.

Signature: _____

Printed Name: _____

Date: _____

Illinois Residents Only: (Customer ___ (yes); X (no) / Co-Customer ___ (yes); ___ (no)). If yes, Customer was given the option to accept or reject this Exhibit D. Customer shall sign his/her name below and write “accept” or “reject” in the margin next to the binding arbitration and jury trial waiver clauses. If Customer writes “accept” or leaves the box blank, this Exhibit D shall apply, and if Customer writes “reject”, then, and only then, will the substitute provisions under “*For Illinois Only*” on Exhibit A apply.

Exhibit D

Arbitration Agreement

THE UNDERSIGNED PARTIES, AS COMPANY AND CUSTOMER UNDER THE ATTACHED PURCHASE AND INSTALLATION FORM (AND THE ASSOCIATED TERMS OF PURCHASE AND INSTALLATION, TOGETHER WITH THE EXHIBITS, ADDENDUMS AND ATTACHMENTS THERETO) (THE “AGREEMENT”), ACKNOWLEDGE, COVENANT AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE PRODUCT(S)/SERVICE(S) (INCLUDING ANY ALLEGED DEFECT THEREOF) SHALL BE SUBJECT TO BINDING BILATERAL ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN EFFECT. EVERY ARBITRATION PURSUANT TO THIS PROVISION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROJECT AND PROPERTY IS LOCATED AND BE FACILITATED BY A SINGLE ARBITRATOR MUTUALLY SELECTED BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, IF THE PARTIES ARE UNABLE OR UNWILLING TO MUTUALLY AGREE UPON AN ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS, THEN THE ARBITRATOR SHALL BE APPOINTED BY THE AAA. THE EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES; PROVIDED, HOWEVER, EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL’S FEES. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH PARTIES AGREE IN WRITING, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON’S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION. THE ARBITRATION, INCLUDING THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND DECISION, SHALL BE CONFIDENTIAL, EXCEPT AS OTHERWISE MAY BE NECESSARY IN ORDER TO ENFORCE ANY AWARD RENDERED BY THE ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM, DISPUTE OR MATTER IN QUESTION RELATES TO OR IS THE SUBJECT OF A MECHANIC’S LIEN, COMPANY MAY PROCEED IN ACCORDANCE WITH APPLICABLE LAW TO COMPLY WITH LIEN NOTICE, FILING, ENFORCEMENT OR FORECLOSURE REQUIREMENTS. THE FEDERAL ARBITRATION ACT, RATHER THAN ANY STATE ARBITRATION LAW, APPLIES TO THIS ARBITRATION AGREEMENT.

DocuSigned by:
Saikiran Mutyala
D748939F4566447...
(Customer Signature)

POWER HOME SOLAR LLC
DocuSigned by:
Gerald Terhune
D9C16543C77349B...
(Authorized Agent Signature)

_____*
(Co-Customer Signature)

* If applicable, please obtain Co-Customer signature

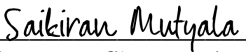


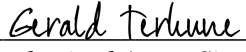
SMARTPWR360^o™ Program Product Attachment

As part of Customer’s enrollment in Company’s SMARTPWR360^o program, Customer will be eligible to receive the energy efficiency products checked below. The SMARTPWR360^o program, which combines the listed products and an energy conscious lifestyle, together with Customer’s solar system, helps to maximize Customer’s potential savings, boost energy independence and protect the environment for future generations. For more info on the SMARTPWR360^o program, please see the enclosed letter from Company’s CEO, Jayson Waller.

Check all that apply (only those checked apply):

- Blown Insulation (R-49)
- Hot Water Heater Thermal Blanket
- Attic Staircase Cover
- Air Sealant Tape
- 2 Showerheads
- 2 Bathroom Faucet Aerators / 1 Kitchen Sink Swivel Aerator
- 16 LED Bulbs / 2 LED Flood Lights / 2 LED Night Lights
- 2 Smart Power Strips
- 1 Nest Thermostat Model No. G4CVZ

DocuSigned by:

 (Customer Signature)

POWER HOME SOLAR LLC
 DocuSigned by:

 (Authorized Agent Signature)

_____*
 (Co-Customer Signature)

* If applicable, please obtain Co-Customer signature

For Internal Use Only

Installation Notes: _____
 Has friendly dog. _____



Dear Valued Customer,

Congratulations! We share the excitement of your upcoming solar panel installation, because we know it will change the shape of your energy future. In addition to the amazing solar technology being installed, we will be enrolling you in the SMARTPWR360° program. This is a suite of products and efficiency recommendations that puts you in charge of how efficient your home becomes and how much money you may save. We like to think of it as a lifestyle – a lifestyle that determines your level of success.

We will take care of installing the panels, and, if applicable, the extra blown insulation in your attic, hot water heater blanket, attic staircase cover and attic baffles, and you help by installing the items provided in the SMARTPWR360° kit:


- LED light bulbs. Install these in your most-occupied living spaces, because they use 75% less energy than incandescent bulbs.
- Faucet aerators and showerheads. Stop water (and energy) from unnecessarily going down the drain by installing these in your kitchen and/or bathrooms.
- Nest thermostat. Replace your existing thermostat with the Nest and control your home's temperature anywhere and anytime. Learn more about how you can maximize your savings: <https://support.google.com/googlenest/answer/9249254?hl=en>.
- Smart power strips. Use these in your home office or entertainment center to minimize vampire load (devices using power even when turned off).
- Hot water temperature card. Fine-tune your water heater temperature and still remain comfortable with this handy tool. Energy.gov recommends setting that temperature at 120° F.


Now all this new technology may help make your house more efficient, but the SMARTPWR360° program is about more than technology. It's about you making SMARTPWR360° choices that maximize your savings opportunity. For example:

- Have your HVAC system serviced for the summer and winter seasons
- Change your air filters regularly
- Shut off the lights when you leave a room
- Shave off 1-2 minutes from your shower time
- Decide what you want in the fridge before opening it
- Attach a timer to holiday lights so they don't stay on all night
- Wash your clothes and dishes only with full loads



We hope you agree that SMARTPWR360° is the right choice for you and your family. We'd love for you to commit to this lifestyle by installing the provided technology, making SMARTPWR360° choices, monitoring your energy usage, keeping yourself up to date on things you can do to save energy and being a key part of your success. If you agree, please sign below and start living the SMARTPWR360° lifestyle today.

DocuSigned by:

 CustID: 0748939274566447...
 SMARTPWR360° inductee


 Jayson Waller
 CEO, POWERHOME SOLAR

CUSTOMER PHOTO RELEASE FORM

Customer(s) Name(s): Saikiran Mutyala (“**Customer**”)


Date: September 1, 2021 | 9:58 AM PDT

This CUSTOMER PHOTO RELEASE FORM (this “**Release**”) is entered into as of the date first set forth above in favor of (and for the benefit of) Power Home Solar LLC, a Delaware limited liability company (“**Company**”). Customer acknowledges and agrees that (and grants permission for) Customer’s interior and exterior residence, likeness, image, voice, and/or appearance to be recorded, captured, taken or otherwise obtained by Company, its employees, contractors or agents relating to Customer’s experience with Company and/or Customer’s purchase, installation, testimonial and/or opinion of Company’s products and/or services, and in connection therewith acknowledges and agrees to the following:

For good and valuable consideration, the adequacy and sufficiency of which is acknowledged, Customer grants Company and its affiliates, successors and assigns (the “**Company’s Agents**”) permission and the full and irrevocable right to use, reuse, edit, exhibit and/or otherwise exploit the likeness, image, voice, performance, and/or appearance of Customer on film, videotape, audiotape, photographic, digital, electronic or other media or medium, whether now known or hereinafter created, that is recorded, captured, taken or otherwise obtained by Company, its employees, contractors or agents (the “**Recordings**”) for any legal purpose, including relating to the marketing or promotion of Company’s products, services, or business (the “**Use**”), and in all forms of media now known or hereinafter created in perpetuity throughout the world. Customer grants and assigns to Company and the Company’s Agents all right, title, and interest in and to the Recordings, including, but not limited to, copyright. Customer understands and agrees that the Recordings shall be the sole property of Company, and that Customer shall have no right to: (i) inspect or approve the Recordings; or (ii) receive any royalties or any compensation (or other payment) arising from or related to the Recordings or the Use (except to the extent otherwise expressly agreed to by Company above). Customer agrees to release, discharge, and hold harmless Company and the Company’s Agents from any and all damages, liabilities, costs, expenses, claims, and/or judgments of any kind or nature whatsoever arising from the Recordings or the Use, including, but not limited to, those based on copyright infringement, invasion of privacy, right of publicity, libel, defamation, or false light. Customer acknowledges and agrees that this Release is binding on Customer, and Customer’s heirs, legal representatives, and assigns.

Customer hereby represents that Customer is a legal adult and has the full legal capacity to execute this Release. Customer further represents that the rights granted under this Release will not conflict with or violate any other commitment Customer has with any other party.

CUSTOMER HAS READ THIS RELEASE PRIOR TO SIGNING IT AND FULLY UNDERSTANDS ITS CONTENTS, MEANING, AND IMPACT.

DocuSigned by:

D748939F4566447
(Customer Signature)

(Co-Customer Signature)

Name (Printed): Saikiran Mutyala

Name (Printed): _____

Addendum to Purchase and Installation Form
(Customer Rebate)

This ADDENDUM (this “**Addendum**”) is being delivered and executed by Company and Customer in connection with that certain Purchase and Installation Form (and the associated Terms of Purchase and Installation attached thereto) (as amended, the “**Agreement**”). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Subject to the terms of this Addendum, Company has agreed to provide Customer with the rebate(s) set forth below in connection with the completion of the installation, sale and purchase of the Product(s)/Service(s) under the Agreement (each, a “**Rebate**”).

<u>Rebate</u>	<u>Amount</u>
12 months on us.	\$ 2437.68
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$ 2437.68

Customer understands and agrees that each Rebate is subject to (and conditioned on): (i) completion of the installation of the Product(s) and performance of the Service(s) under the Agreement; and (ii) Company’s receipt, in full, of payment of the Total Contract Price (as provided in the Agreement). Customer further understands and agrees that each Rebate will be sent to Customer via regular mail to the address on file in the form of a check addressed to Customer **within 6 – 8 weeks** after the later of (1) completion of the installation of the Product(s) and performance of the Service(s) or (2) payment in full of the Total Contract Price.

Dated: September 1, 2021 | 9:58 AM PDT

Customer: DocuSigned by:
Saikiran Mutyala
D748939E4566447
 Signature: _____
 Printed Name: Saikiran Mutyala

Company: DocuSigned by:
Gerald Terhune
D9C16543C77349B...
 Signature: _____
 Printed Name: Gerald Terhune

Date: September 1, 2021 | 9:58 AM PDT

Date: September 1, 2021 | 12:25 PM EDT

Co-Customer:
 Signature: _____*
 Printed Name: _____
 Date: _____

* If applicable, please obtain Co-Customer signature

Certificate Of Completion

Envelope Id: 30E96599DF9A40C395647EE39835CC6E	Status: Completed
Subject: (#1) PHS - Solar Purchase & Installation Agreement (Required for all CX)	
Source Envelope:	
Document Pages: 24	Signatures: 11
Certificate Pages: 5	Initials: 13
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Gerald Terhune
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	919 N Main St
	Mooresville, NC 28115
	gterhune@powerhome.com
	IP Address: 174.202.44.39

Record Tracking

Status: Original	Holder: Gerald Terhune	Location: DocuSign
9/1/2021 12:11:17 PM	gterhune@powerhome.com	

Signer Events

Gerald Terhune
gterhune@powerhome.com
FEC
PowerHome Solar
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


D9C16543C77349B...
Signature Adoption: Pre-selected Style
Using IP Address: 174.202.44.39

Timestamp

Sent: 9/1/2021 12:14:06 PM
Viewed: 9/1/2021 12:14:17 PM
Signed: 9/1/2021 12:25:49 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Saikiran Mutyala
saikiran.mutyala@gmail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

D748939F4566447...
Signature Adoption: Pre-selected Style
Using IP Address: 107.147.159.119
Signed using mobile

Sent: 9/1/2021 12:25:52 PM
Viewed: 9/1/2021 12:51:21 PM
Signed: 9/1/2021 12:58:12 PM

Electronic Record and Signature Disclosure:
Accepted: 9/1/2021 12:51:21 PM
ID: 76a385ba-9a90-4b40-84d6-a4ccee70098f

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

PHS Contracts
contracts@powerhome.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/1/2021 12:58:16 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/1/2021 12:14:06 PM
Certified Delivered	Security Checked	9/1/2021 12:51:21 PM
Signing Complete	Security Checked	9/1/2021 12:58:12 PM
Completed	Security Checked	9/1/2021 12:58:17 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Powerhome (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Powerhome:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 8007652815

To contact us by email send messages to: contracts@powerhome.com

To advise Powerhome of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@powerhome.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Powerhome

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@powerhome.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Powerhome

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@powerhome.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Powerhome as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Powerhome during the course of your relationship with Powerhome.