

## **Solar Energy System Sales Agreement**

Customer Information		System Information	
Name:	Shiv kumar Jungele	Mount Type:	Roof
Address:	41987 Bushclover terrace	Property Address:	41987 Bushclover terrace
	Aldie VA 20105		Aldie VA 20105
E-mail:	Shivkumar.3849@gmail.com	System Size:	[6.480] kW DC
Phone:	(703) 505-1166	Purchase Price:	26006.98
Secondary Phone:		Phone:	
Sales Analyst		Customer Relations	
Contact:	Chris Welsh	Contact:	Customer Relations Team
Address:	490 Westfield Rd, Suite AD	Address: harlotteville, VA	490 Westfield Rd, Suite A 22901 Charlottesville, VA 22901
E-mail:	chriswelsh@lgcypower.com	E-mail:	customerrelations@sigorasolar.com
Phone:	7035872900	Phone:	1-844-4-SIGORA

The attached Sigora System Sales Terms and Conditions (the "Sales Terms") shall govern the System and Services purchased by Customer from Sigora under this Agreement. This Agreement consists of this cover page and each of the exhibits listed below, all of which are incorporated by reference and made a part of the Agreement.

Exhibit A Sigora System Sales Terms and Conditions Exhibit C Payment Schedule

Exhibit B System & Services Description Exhibit D Customer Acknowledgement

Customer acknowledges that Sigora has made no promises or guarantees regarding any tax benefits and that all tax issues should be discussed with an independent tax professional.

By signing below, the Parties hereby agree to be bound by the terms and conditions in this Agreement.

SIGORA SOLAR LLC

By: Logan Landry

Its: CEO

CUSTOMER

—DocuSigned by:

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Shiv kumar Jungele

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.



# **Exhibit A Sigora System Sales Terms and Conditions**

1. **Purchase and Sale.** Customer agrees to purchase from Sigora, and Sigora agrees to sell to Customer, that certain solar photovoltaic electric generating system identified on the cover page of this Agreement (as more particularly described on Exhibit B attached hereto, the "System") and perform those certain services identified on Exhibit B (the "Services"), at the purchase price also set forth on the cover page of this Agreement (the "Purchase Price"), and in accordance with the terms set forth in this Agreement.

## 2. Completion of the Services; Termination.

- a. This Agreement shall commence on the Effective Date and Sigora shall perform the Services hereunder to achieve 100% System Completion. "100% System Completion" means, with respect to the solar System, (a) Sigora has determined that installation of the System on the Property is complete, (b) all necessary utility interconnection arrangements have been completed and approved, (c) all approvals and permits required by any authorities having jurisdiction ("AHJ") over the System have been obtained and/or received, all as determined by Sigora, (d) the permit(s) is closed based on a successful municipal inspection and (e) the System is producing electricity. When Sigora has determined that the System has achieved System Completion, Sigora shall provide notice to Customer that Sigora has completed the Services.
- b. "Installation Completion" means, with respect to the solar System, that Sigora has installed the solar modules either (a) on the roof, or (b) on a ground mounted racking system. Installation Completion does not necessarily mean that the system is activated or that the meter has been swapped.
- c. Customer may terminate this Agreement without liability and with no further obligations within three (3) business days from the Effective Date by providing written notice to Sigora of such desire to terminate. If Customer terminates this Agreement after three (3) business days following the Effective Date without cause, Customer shall pay a termination fee to Sigora in the amount of one thousand dollars (\$1,000.00), or the total amount of all actual costs incurred by Sigora, whichever is greater (the "Termination Fee"). The Termination Fee will be withheld from Customer's deposit or Customer shall pay such Termination Fee to Sigora within five (5) calendars days of Customer's delivery of the termination notice contemplated hereunder. Any unreasonable or significant delays in the performance of the terms of this Agreement that are caused or requested by Customer shall, in the sole discretion of Contractor, be considered a termination of this Agreement by Customer and Customer shall be responsible for the Termination Fee. If this Agreement is terminated due to the Customer's homeowner's association ("HOA") denying the installation of Customer's System, the Customer shall not be responsible for the Termination Fee.
- d. If any energy efficiency audit or services have been performed by Sigora prior to the termination of this Agreement, Customer shall be responsible for those costs in addition to the Termination Fee.
- e. If there are any preexisting conditions discovered at the Property after the Effective Date that are in violation of any federal, state, or local regulation, or would otherwise prevent Sigora from safely installing the System, Sigora may, in its sole discretion, immediately terminate this Agreement without penalty. Such preexisting conditions may include, but are not limited to, inadequate roof support and/or unsuitable electrical panel(s). Additionally, any preexisting conditions that are not in compliance with any federal, state, or local regulation shall not be the responsibility of Sigora, regardless of whether the preexisting condition was discovered before or after Installation Completion.

## 3. Services.

- a. Following the Effective Date, Sigora shall perform the Services at the property set forth on the cover page of this Agreement (the "Property").
- b. Sigora shall use commercially reasonable efforts to achieve System Completion and deliver the System to Customer within 150 calendar days of the date the fully executed Solar Energy System Sales Agreement and deposit are received by Sigora Solar, subject, however, to timely payments from Customer and material and equipment availability. The Parties acknowledge and agree that permission from the applicable utility to



interconnect to the grid is required before the Services can be completed. Sigora shall have no responsibility for any delays in performance of the Services related to interconnection. Customer authorizes Sigora to sign and complete any interconnection documentation on behalf of Customer.

- c. The Parties acknowledge and agree that permission from the applicable utility to interconnect to the grid is required before the Services can be completed. Sigora shall have no responsibility for any delays in performance of the Services related to interconnection.
- d. Sigora shall comply with all local requirements for building permits, inspections, and zoning. Sigora shall, at its own expense, obtain all permits necessary for the Services to be performed in accordance with the terms of this Agreement.
- e. Upon Sigora's receipt of the full amount of the Purchase Price, Sigora shall provide instructions and complete System details for the Customer to facilitate the sale of the Customer's solar renewable energy certifications to SolSystems or another entity of Sigora's choice, assuming solar renewable energy certifications exist and are available for sale. Sigora makes no representation of the availability of such solar renewable energy certifications or the Customer's ability to sell them.
- f. Upon Sigora's receipt of the full amount of the Purchase Price, the Parties will execute all documents necessary to cause title to the System to pass to Customer without any encumbrances or liens.
- g. Standard service rates will apply for any maintenance, service, or diagnosis provided by Sigora after System Completion that is not specifically covered under the warranties provided for in this Agreement. Standard service rates will include at least a \$250 service charge if Sigora is requested to visit the Property for any reason.
- h. If Customer cancels or reschedules a previously agreed upon installation date within forty-eight (48) hours of the date of the scheduled installation, then Customer shall pay a rescheduling fee of \$500.
- 4. **Payment of Purchase Price**. Customer shall pay the Purchase Price in accordance with the payment schedule and procedure attached hereto as Exhibit C. In the event Customer shall fail to pay any payment due hereunder, Sigora may, in its sole discretion, (a) cease performing the Services and other obligations under this Agreement without breach until Sigora has received all payments due and outstanding by Customer.
- 5. **Taxes:** Unless otherwise provided in this Agreement, [all applicable] taxes are included in the Purchase Price.
- 6. **Access Rights**. Customer grants to Sigora and to Sigora's agents, employees and contractors permission to access the Property and, if necessary, such other locations as may be reasonably required by Sigora, to perform the Services under this Agreement, including to develop, design, construct and install the System.
- 7. **Damage to Property**. Sigora shall be responsible to correct and pay for any damage to the Property (including the roof) that is the direct result of Sigora's performance of the Services. Sigora warrants Customer's roof against damage and water infiltration at each roofing penetration made by Sigora in connection with the installation of the System for a period of ten (10) years.

## 8. Trenching.

- a. For installations requiring trenching, Sigora will arrange for Miss Utility to visit within a reasonable period prior to installation as well as a private utility locator. Sigora will not be held liable for any damages incurred as a result of either marking error or marking omissions committed by private or public marking service providers. Examples of private lines include, but are not limited to, underground plumbing, non-municipal gas lines, propane tanks, non-utility electrical lines, septic fields, wells, and any other privately owned underground obstructions on your property. In the event of damages to client and/or Sigora property as a result of marking errors and/or marking omissions, locator party will be held responsible for costs associated with damages.
- b. After installation completion, trench will be filled after passing final inspection. Trench will settle for approximately 2 weeks before dressing, which consists of soil top-off, seed, and straw. Any deviation from this standard dressing process will be the sole responsibility of the Customer. If Customer chooses to dress trench



in an alternate manner without Sigora's involvement, Customer shall be solely responsible for any and all consequences, damages, failures, or defects that arise from such deviation.

- 9. **Hazardous Materials**. In the event that Sigora (or its contractors) discover any hazardous materials (as such term is defined by applicable law) existing on the Property during the performance of the Services that Sigora reasonably believes may require removal or remediation, or that otherwise impairs or prevents the performance of the Services, Sigora shall promptly notify Customer, and Sigora shall, in its discretion, suspend performance of the Services until such time as Customer has removed the hazardous substance and remediated the Property to Sigora's satisfaction. Sigora shall have no responsibility or liability in respect of hazardous material existing at the Property (other than any hazardous materials brought to the Property by or on behalf of Sigora). If Sigora and Customer do not agree on a schedule and terms for resumption of the Services within thirty (30) days following the discovery of such hazardous materials at the Property, then (a) Sigora shall have the right to terminate this Agreement and (b) Customer shall be obligated to reimburse Sigora for all costs incurred by Sigora through the termination date, including, but not limited to, any contractor or subcontractor costs.
- 10. **Subcontractors**. Sigora shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement at its sole discretion.

## 11. Changes.

- a. The Parties acknowledge and agree that the system size, as set forth on the cover page attached hereto, may be increased or decreased (i) by the mutual agreement of the Parties or (ii) by Sigora as a result of design constraints or applicable materials and product availability. In the event the system size is changed pursuant to this Section 11(a), the Parties shall agree in writing on an updated Purchase Price to reflect such change.
- b. If any of the products or materials necessary to perform the Services become unavailable, Sigora shall provide notification of the change to Customer. Sigora shall have no responsibility for any delays in performance of the Services related to delays in availability of products or materials.
- c. Sigora reserves the right, in its sole discretion, to use, modify, or substitute any equipment or material that is of equal or equivalent quality and efficiency when performing the Services.
- d. Sigora and Customer acknowledge and agree that Purchase Price, system production calculations, and schedule as of the Effective Date may, due to unforeseen events or to factors unknown to Sigora as of the Effective Date, be subject to change. Such events that are subject to change shall include a greater than ten percent (10%) difference between the initial system production calculation and the production calculation that will be determined and guaranteed after the final design has been performed, as referenced in Section 13 (c) of this Agreement. If such an event occurs, the Parties shall negotiate in good faith and execute an amendment to this Agreement reflecting such changes. If a discrepancy of ten percent (10%) or more exists after the final design has been conducted by Sigora, a change order will be sent to Customer for approval. If the Parties are unable to negotiate an amendment to this Agreement within thirty (30) days, then either Party may terminate this Agreement and Customer shall pay Sigora for any Services performed as of such date of termination.
- 12. **Standard of Performance**. Sigora shall perform its obligations under this Agreement in accordance with (i) the terms of this Agreement, (ii) all applicable laws and (iii) such practices, methods, and acts engaged in or approved by a significant portion of the prudent operators of the solar power industry in the locality in which the Services will be performed, during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition.



## 13. Limited Warranty.

- a. Sigora warrants during the Workmanship Warranty Period (as defined herein) that the Services comprising the installation of the Solar System shall be free from defects in workmanship. The term "workmanship" shall mean that the installation is to be performed in a neat and workmanlike manner. As used in this Agreement, the term "Workmanship Warranty Period" shall mean ten (10) years from the System Completion date. Customer shall notify Sigora in writing of any warranty claim and the totality of all warranty claims cannot exceed the Purchase Price as stated above.
- b. Sigora agrees to pass through, and to transfer to Customer any applicable manufacturers' warranties provided on the System, to the extent that such warranties are transferable. Standard service rates still apply.
- c. Except for the exceptions set forth below, Sigora guarantees to Customer that the System will produce kWh of electricity (the "Guaranteed Output") during the first twelve (12) months following the System Completion. If, at the end of such twelve (12) months, it is determined that the System has not produced the Guaranteed Output, Sigora shall refund to Customer two times the amount of the difference between the Guaranteed Output and the actual kWh electricity produced by the System during such twelve (12) month period at the Customer's then-applicable local utility rate, as set forth on Customer's most recent billing statement. Additionally, Sigora shall either fix Customer's System so that it produces the Guaranteed Output or refund to Customer in a one-time, lump sum payment the following amount: the difference between the Guaranteed Output and the actual kWh electricity produced by the System during such twelve (12) month period at the Customer's then-applicable local utility rate, as set forth on Customer's most recent billing statement, and then multiplied by nineteen (19). The decision as to whether Sigora either fixes Customer's System or provides a lump-sum payment, as described in this section, is in Sigora's sole discretion. Notwithstanding the foregoing, the guarantee set forth in this Section 13(c) shall not apply (i) upon the occurrence of an event of Force Majeure (as defined in this Agreement), (ii) if Customer alters or modifies the System, (iii) if Customer alters or modifies the Property conditions affecting the operation of the System (e.g. shading), (iv) if Customer fails to properly follow the recommendations provided by Sigora regarding energy production (e.g. failure to trim trees that may shade the System), or (v) if there is a difference of ten percent (10%) or less between the Guaranteed Output and the actual kWh electricity produced by the System during such year at the Customer's then-applicable local utility rate as set forth on Customer's most recent billing statement. All maintenance of the solar system that is not expressly stated in the warranties provided in this Agreement are the sole responsibility of Customer. Standard service rates shall apply, including at least a \$250 service fee for each visit to the Property requested by Customer, for any maintenance performed by Sigora that is not provided for under the warranties expressly contained within this Agreement.
- d. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, NO OTHER WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. The remedies set forth in this Agreement shall be Customer's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Any damage caused by any animal or insect, including, but not limited to, squirrels, rodents, birds, bugs, or pests, whether wild or domesticated, are explicitly excluded from any and all warranties offered by Company and Company is not responsible for the cost of any repairs necessary in order to fix, replace, or otherwise remedy whatever damage was caused by such sources.



### 14. Force Majeure.

- a. "Force Majeure" means any circumstance not within the reasonable control, directly or indirectly, of Sigora, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by Sigora, (b) such event is not due to Sigora's negligence or intentional misconduct, (c) such event is not the result of any failure of Sigora to perform any of its obligations under this Agreement, (d) Sigora has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and (e) Sigora has given Customer prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes; weather conditions and other acts of nature, including, but not limited to, damage caused by squirrels, rodents, birds, bugs, pests, or any other wild or domesticated animals; earthquakes; hurricanes; tornadoes; terrorist acts; and riot or civil unrest.
- b. Sigora shall not be considered to be in default or breach in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by an event of Force Majeure.
- c. If Sigora is prevented or delayed in the performance of any of its obligation hereunder by an event of Force Majeure, Sigora shall promptly provide written notice to Customer of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably practicable by Customer. Sigora shall use commercially reasonable efforts to remove or repair the cause of the event of Force Majeure and shall resume performance of its obligations as soon as reasonably practicable.
- 15. **Indemnification**. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees, incurred or asserted by third parties (collectively, "Liabilities") resulting from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party.
- 16. **Limitation of Liability**. In the event of a breach of this Agreement by Sigora which has not been cured within a reasonable period of time, Sigora's total liability under this Agreement, including under any warranty provision provided herein, shall not exceed the Purchase Price.
- 17. Waiver of Consequential Damages. EXCEPT TO THE EXTENT ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, VIOLATION OF LAW, OR THIRD PARTY INDEMNIFICATION OBLIGATIONS, NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS AND EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH.



- 18. **Insurance.** Until the System achieves System Completion:
  - a. Sigora shall maintain a policy of general liability insurance, covering injuries both to persons (including, without limitation, death) and property, with coverage limits not less than \$1,000,000 on a per occurrence basis, with an excess liability policy (umbrella form) with no less than \$3,000,000 per occurrence coverage; and
  - b. All insurance carried in accordance with this Section 18 shall be maintained with solvent and responsible insurers that are properly licensed in all applicable jurisdictions, and the other Party shall be named as additional insured on policies maintained with respect to items (a) and (b), above. Each Party shall provide the other Party certificates of insurance evidencing its compliance with the insurance requirements of this Section 18. All insurance maintained by the Parties hereunder shall provide for thirty (30) days' notice from the insurance carrier to the other Party of cancellation and/or of material changes in coverage terms and each Party shall immediately notify the other Party of any cancellation notice by the insurance carrier. In the event of cancellation of any insurance required hereunder, the responsible Party shall obtain replacement insurance with a solvent, responsible and properly licensed insurer as soon as possible which insurance shall be effective and in full force and effect as of or earlier than the effective time of cancellation of the cancelled insurance, to the effect that there shall be no lapse in coverage.
- 19. **Notices**. All notices required hereunder shall be provided in writing and sent by (i) overnight courier, (ii) certified mail or (iii) email. The date of receipt shall be the date that such notice shall be deemed given.
- 20. **Modifications**. This Agreement may be modified only by a writing signed by both Parties.
- 21. **Further Assurances**. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement, including, as applicable, delivery of such additional certificates, forms, documentation or agreements set forth on Exhibit B.
- 22. **Governing Law**. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, without giving effect the conflicts of laws principles thereof. The Parties hereby consent and submit to the personal jurisdiction of the courts of the Commonwealth of Virginia.
- 23. **Survival**. The obligations under Sections 15 (Indemnification), 17 (Consequential Damages) and 22 (Governing Law) and any other provisions of this Agreement which, by their nature and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement.
- 24. **Physical Aggregation of Meters.** Physical aggregation of utility meters is not a standard service offered by Sigora Solar. Customer is responsible for retaining a licensed electrician to perform meter aggregation in conjunction with the utility. At its discretion, Sigora may be able to provide this service under certain circumstances at additional costs. Sigora requires all physical meter aggregation to be complete before any solar-related installation can commence.

#### 25. Assignment.

- a. Except as set forth below, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- b. Sigora may, without the prior written consent of Customer: (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any financing party, (ii) directly or indirectly assign this Agreement to an affiliate of Sigora, (iii) assign this Agreement to any entity through which Sigora is obtaining financing or capital and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Sigora.
- c. Customer may, without the prior written consent of Sigora, assign this its interests in this Agreement to any credit worthy entity, as determined by Sigora in its sole discretion, that purchases or otherwise acquires the Property.
- d. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.



26. **Marketing.** Unless otherwise indicated by Customer's initials below, Customer agrees that Sigora is permitted to use photographs of the Property and the System in its promotional materials (including, but not limited to, its website).

( <b>Optional opt-out</b> ): I do not authorize Sigora Solar to use images of my
System and/or Property for marketing purposes
Customer Initials



#### **Contractor Information**

Sigora Solar, LLC 1222 Harris St. Charlottesville, VA 22903

- VA Class A with AES and Electrical Specialties Contractor's License: 2705141338
- Tradesman Electrical DPOR Statewide Matthew Doran: 2710058320

The Virginia Contractor Transaction Recovery Fund is available to eligible consumers. For claim information, Customer can contact the Department of Professional and Occupational Regulation Recovery Fund Office at: 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559.



## Exhibit B **System & Services Description**

## **System Description**

- 60 or 72 cell standard photovoltaic modules
- Appropriately sized inverter(s) for rated system capacity
- Cellular production monitoring kit

Optio	nal Equipment:
	Wi-Fi OR Ethernet connectivity kit

## Please note:

- Sigora Solar is responsible for the installation of the cellular connectivity equipment only. Customer is responsible for verifying cellular or ethernet connectivity. In the event that connectivity issues arise, standard service rates will apply for any additional servicing, including if there is a problem with Customer's internet or cellular signal. Standard service rates include at least a \$250 service charge if Sigora is called out to service or diagnose an issue that is not specifically covered under the warranties provided for under the terms of this Agreement.
- Passive production monitoring is included for 12 months following installation. At that time, monitoring is the sole responsibility of the Customer. Passive production monitoring is not the same as active monitoring. Passive production monitoring simply means that Sigora has the ability to remotely access Customer's System if Customer alerts Sigora of a potential issue with their System. Sigora will not be actively observing or monitoring whether Customer's System is functioning and producing appropriately after System Completion. Standard cellular production monitoring comes with a five (5) year data plan. After the initial 5-year term,
- Customer is responsible for renewing such plan at current market rate.

#### **Services**

Standard Services Included:

- Technical field verification (if necessary)
- System design & engineering
- All required permitting
- Installation
- Utility interconnection
- System activation
- **PEARL** Certification

Optional	Services	(sel	lect):
Optional	201 11003	(50)	

Produce + (Solar, EE Audit, PEARL)
Produce + Reduce (Solar, EE Audit/Upgrades, PEARL)
Consumption Monitoring
Ground mount racking structure engineered and approved by a structural Professional Engineer
Trenching between array and system point of interconnection
Battery Installation:()*

Please note: If Sigora's Produce and Reduce package is offered and available to Customer, and Customer has elected to receive energy efficiency services, the savings or potential savings from these services are not guaranteed. Any energy efficiency services provided to Customer are included as a complimentary service through Sigora's Produce and Reduce package, and these services are subject to availability.

<sup>\*</sup>If Customer is receiving a Battery Installation, refer to Exhibit E: Battery Terms and Disclaimer for details and conditions.



## **Exhibit C Payment Schedule**

Customer shall pay the Purchase Price in accordance with the following payment schedule<sup>+</sup>:

#### Cash

- 50% at Contract Signing
- 50% at Installation Completion
  - Installation Completion means that Sigora has installed the solar modules either (a) on the roof, or (b) on a ground mounted racking system. Installation Completion does not necessarily mean that the system is activated or that the meter has been swapped.

## Credit Card\*

- 50% at Contract Signing
- 50% at Installation Completion
  - Installation Completion means that Sigora has installed the solar modules either (a) on the roof, or (b) on a ground mounted racking system. Installation Completion does not necessarily mean that the system is activated or that the meter has been swapped.

\*All credit card transactions are subject to a 3.5% processing fee

<sup>+</sup>Late Fees – Any invoice not paid within 30 days of such billing is subject to a 5% monthly interest charge.

## **Financed**

**Stage Funding:** Payments may be due at several milestones during the construction and solar installation project, these terms are not negotiable. All required documentation must be signed by customer with no exception at each applicable stage. The specified solar install project is considered complete at installation of PV panels. This will be prior to meter swap and Energy Efficiency upgrades. Meter swap timeline is a function of the customer's specific utility company and out of Sigora Solar's control. Sigora Solar is not responsible for the timeline of the meter swap or activation.

**Certification of Completion:** After delivery of goods and/or installation of PV panels has been completed, customer shall deliver to contractor a signed Certificate of Completion on Contractors form. This may be prior to Energy Efficiency upgrades as these are a complimentary item.

All pa	syments shall be made in accordance with the following (select):
	Check
X	Financed
	Partial Cash Payment: \$



# Exhibit D Customer Acknowledgment

### 1. Production Guarantee

If it is determined that the System has not produced the Guaranteed Output after the first twelve (12) months from the date of System Completion, Sigora shall refund to Customer two times the amount of the difference between the Guaranteed Output and the actual kWh electricity produced by the System during such twelve (12) month period at the Customer's then-applicable local utility rate, as set forth on Customer's most recent billing statement. Additionally, Sigora shall either fix Customer's System so that it produces the Guaranteed Output or refund to Customer in a one-time, lump sum payment the following amount: the difference between the Guaranteed Output and the actual kWh electricity produced by the System during such aforementioned twelve (12) month period at the Customer's then-applicable local utility rate, as set forth on Customer's most recent billing statement, and then multiplied by nineteen (19). The decision as to whether Sigora either fixes Customer's System or provides a lumpsum payment, as described in this section, is in Sigora's sole discretion. Notwithstanding the foregoing, the guarantee set forth in this Section 13(c) shall not apply (i) upon the occurrence of an event of Force Majeure (as defined in this Agreement), (ii) if Customer alters or modifies the System, (iii) if Customer alters or modifies the Property conditions affecting the operation of the System (e.g. shading), (iv) if Customer fails to properly follow the recommendations provided by Sigora regarding energy production (e.g. failure to trim trees that may shade the System), or (v) if there is a difference of ten percent (10%) or less between the Guaranteed Output and the actual kWh electricity produced by the System during such year at the Customer's then-applicable local utility rate as set forth on Customer's most recent billing statement.

## 2. Offset

Customer acknowledges, agrees, and understands that the solar energy production ("Produce") portion of the System is estimated to generate 73.3% of Customer's total electricity usage based on Customer's provided (or otherwise estimated) previous twelve (12) months electricity consumption. Such percentage is not guaranteed and is subject to change based on Customer's actual electricity usage.

## 3. Utility Bill

Sigora does not guarantee, promise, or otherwise assert that Customer will have a zero dollar utility bill after System Completion. The System may not cover the total amount of Customer's utility bill and will depend on a variety of factors, including, but not limited to, location, weather, module orientation, and Customer usage<sub>bs</sub>

#### 4. Taxes

Sigora has made no promises or guarantees regarding any tax benefits and all tax issues should be discussed with an independent tax professional. Sigora cannot and does not guarantee any tax benefits that may or may not be available to the Customer.

## 5. Incentives

Sigora has made no promises or guarantees regarding any incentives, incentive programs, or renewable energy credits that may be available to Customer. Sigora makes no representation of the availability of such programs, incentives, or credits, or Customer's ability to benefit from such. The terms of this Agreement are not conditioned or contingent upon Customer being selected for participation in any incentive program or receiving any other state, federal, or local entity's incentive based offerings.



## 6. Energy Efficiency

If Sigora's Produce and Reduce package is offered and available to Customer, and Customer has elected to receive energy efficiency services, the savings or potential savings from these services are not guaranteed. Any energy efficiency services provided to Customer are included as a complimentary service through Sigora's Produce and Reduce package, and these services are subject to availability.

## 7. System Monitoring

Sigora does not provide active System monitoring. However, for the first twelve months following System Completion, Sigora will provide PASSIVE System monitoring. Passive System monitoring simply means that Sigora has the ability to remotely access Customer's system if Customer alerts Sigora of a potential issue with their System or otherwise requests Sigora to check on their System. Sigora will not be actively observing or monitoring whether Customer's System is functioning and producing appropriately after System Completion. Active System monitoring is the sole responsibility of Customer.

### 8. Maintenance and Service Rates

After System Completion, all maintenance of the System is the Customer's sole responsibility. Unless the services to be performed by Sigora are expressly the responsibility of Sigora's as outlined under the specific warranties contained in this Agreement, all maintenance, services, diagnoses or other work performed by Sigora after System Completion shall be charged to Customer at Sigora's standard service rates. Such standard service rates shall include a minimum \$250 fee charged to Customer if Sigora is requested to visit the Property to service the System. Examples of issues that Sigora is not responsible for servicing or resolving include, but are not limited to, internet connectivity, cellular signal, or damages to the System by animals, squirrels, rodents, birds or pests.

## 9. Installation Release

Customer expressly releases Sigora of any responsibility for any disputes that may arise due to housing or condominium association restrictions or rules, deed restriction, zoning ordinances, or the like, which may permissibly, or not permissibly, prevent, limit, or otherwise affect the retention or installation of the System.

## 10. Statement of Protection

The Board for Contractors publishes the Department of Professional and Occupational Regulation statement of protection and makes such statement available to all consumers at the following website: <a href="http://www.dpor.virginia.gov/uploadedFiles/MainSite/Content/Boards/Contractors/Contracto



## 11. Payment Schedule

If Customer is not financing the purchase of his/her System through an approved and verifiable loan program, and is instead paying for his/her System directly to Sigora via cash, credit card, check, or some other mode of direct electronic payment, then Customer acknowledges and agrees that the payment schedule for the entire amount of the Purchase Price as listed on the first page of this Agreement shall be as follows: 50% is due upon the execution of this Agreement and the remaining 50% is due when the solar modules have been installed. This final 50% payment is due prior to the System being interconnected to the grid, prior to receiving permission to operate from the energy or utility provider applicable to Customer, and prior to the System being activated. Customer expressly agrees, acknowledges, and understands that the final 50% payment is due when the solar modules have been installed, and not after the System has been interconnected, given permission to operate, or has otherwise been activated.

	to the System being activated. Customer expressly agrees ment is due when the solar modules have been installed, and rmission to operate, or has otherwise been activated.
I (we) have read, understand, and agree to, all of the ter	rms and conditions listed above.
Customer Signature:  Shiv kumar SaeBas Grae Grae Grae Grae Grae Grae Grae Grae	Customer Signature: Print Name:



## Notice of Cancellation/Buyer's Right to Cancel

Date of Transaction: 3/5/2021   10:55 PM EST
You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Sigora Solar LLC) of your cancellation notice, and any security interest arising out of the transaction will be canceled.
If you cancel, you must make available to the seller (Sigora Solar LLC) 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 (Sigora Solar LLC) regarding the return shipment of the goods at the seller's (Sigora Solar LLC) expense and risk.
If you do make the goods available to the seller (Sigora Solar LLC) and the seller (Sigora Solar LLC) 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 (Sigora Solar LLC), or if you agree to return the goods to the seller (Sigora Solar LLC) and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sigora Solar LLC, at 490 Westfield Rd. Suite A, Charlottesville, VA 22901 NO LATER THAN MIDNIGHT of 03/10/2021 .
I HEREBY CANCEL THIS TRANSACTION
Date:
Buyer's Signature:
Buyer's Signature:
Each of you hereby acknowledges receipt of two fully completed copies of the Notice of Right to Cancel.
3/5/2021   10:55 PM EST  DATE  Docusigned by:  Customer  Customer



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DATE Customer Customer



## **Certificate Of Completion**

Envelope Id: 4AA469D186D34CD3BDF125D379611947

Subject: Solar Closing Documents for Shiv kumar Jungele

Source Envelope:

Document Pages: 19 Signatures: 6

Initials: 12 Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

**Envelope Originator:** 

Status: Completed

Docs Team

3401 N Thanksgiving Way Ste 450

Lehi, UT 84043 daas@gosolo.io

IP Address: 35.226.245.99

## **Record Tracking**

Status: Original

3/5/2021 8:31:11 PM

Holder: Docs Team daas@gosolo.io Location: DocuSign

## **Signer Events**

Chris Welsh

chriswelsh@lgcypower.com

Security Level: Email, Account Authentication

(None)

## **Signature**

## Completed

Using IP Address: 76.106.120.43

**Timestamp** 

Sent: 3/5/2021 8:31:14 PM Viewed: 3/5/2021 8:32:17 PM

Signed: 3/5/2021 8:32:22 PM

## **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Shiv kumar Jungele

Shivkumar.3849@gmail.com

Security Level: Email, Account Authentication

(None)

58EB8CE2E04E4CA...

Signature Adoption: Drawn on Device Using IP Address: 138.88.198.200

Signed using mobile

Sent: 3/5/2021 8:32:24 PM Viewed: 3/5/2021 8:46:48 PM

Signed: 3/5/2021 8:55:36 PM

#### **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
	Oignature	•
Notary Events	Signature	Timestamp
Notary Events  Envelope Summary Events	•	·
·	Signature	Timestamp
Envelope Summary Events	Signature Status	Timestamp Timestamps
Envelope Summary Events Envelope Sent	Signature Status Hashed/Encrypted	Timestamp  Timestamps 3/5/2021 8:31:14 PM