

License #EC13010036 CBC1263094

Home Office Located At: 612 Florida Ave Palm Harbor, FL 34683 727-945-6060

RESIDENTIAL PURCHASE AGREEMENT

CUSTOMER NAME AND CONTACT INFORMATION:

Name(s): Rahul Gurram, Primary Phone: (267) 893-0255

E-Mail: rahulganesh.gurram@gmail.com Other Phone:

PROPERTY ADDRESS AND PAYMENT INFORMATION:

Address: 21035 Monza Loop Land O' Lakes, FL 34638 Date: 08/20/2023

Payment Method:

Solar Energy System Details:

Unicity to furnish and install a photovoltaic system comprised of the following system specifications:

System Size: 6.29

PanelType: VSUN 370

Inverter Type: Solar Edge

Our Assurance Promise*:

Warranty includes all manufacturers' warranties plus the following coverages from Unicity Solar energy:

- 25yr. Workmanship and Materials
- 25yr. No-Cost Warranty Service
- 25yr. Leak-Free Roof Penetration Guarantee
- System Monitoring Application
- Unlimited Transferability for Duration of Warranty Period

9484 kWh Guarantee Year 1

"Notes" Section

Design Notes: 3% credit card fee will be waived

30% will be paid up front remainder will be paid upon installation 3% credit car fee will be waived

Contract Price**:

Total Price: \$ 16,354.00

Payment Details: Downpayment: \$0.00

(Financing, Cash, CC, etc., listed here) Due upon completion: \$16,354.00

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

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

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

Section A- General Terms and Conditions:

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

incomplete and Seller will be held harmless and not responsible for delays in any of these processes as they are out of Sellers control.

Section B- Warranties:

- 1. Manufacturers' Warranties: Seller does not provide any warranty to Buyer with respect to any component of the System. Any manufacturer's warranty is in addition to, not in lieu of, the limited or workmanship and material warranties described herein. Any workmanship or labor warranties expressed herein, with regards to Seller providing labor for any warranty claims is for labor only and manufacturer will be responsible for replacement of any items which fall under manufacturer warranty prior to, or in junction with Seller providing the labor for replacement or service under said warranty.
- 2. Workmanship and Materials Warranty: Seller warrants its photovoltaic installation to be free from defects in material and craftsmanship for the period listed herein, commencing on the date of installation unless otherwise stated on the face hereof. All warranties are void if payment is not made or authorized when due. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal business hours, remedy the defect. In no event shall Seller be held liable for water or any other damage caused by any delay in remedying a defect. To obtain warranty performance, Buyer is to notify Seller of any defect or claim for breach at the telephone number or address on the face hereof in a prompt manner.

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

- 3. Force Majeure: If Buyer or Seller is unable to perform any of the obligations under this Agreement because of a Force Majeure Event, such affected Party will be excused from whatever performance is affected by the Force Majeure Event, provided that the suspension of such obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event. "Force Majeure Event" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence such Party without fault attributable to it is unable to overcome, including, but not limited to, action by a governmental authority, the failure to act on the part of any governmental authority or the Utility (provided that such action has been timely requested and diligently pursued), failure to obtain or maintain a permit, license, consent, or approval (provided that such Party has made timely and reasonable commercial efforts to obtain and maintain the same), labor dispute, strike, work-stoppage, slow-down, lockout, flood, earthquake, volcano, fire, lightning, wind, epidemic, war, terrorism, riot, economic sanction or embargo, civil disturbance, act of god, unavailability of electricity from the Utility, equipment, supplies of products, power or voltage surge caused by someone other than the affected Party, or failure of equipment not utilized by or under the control of the affected Party. In absolutely no event shall a Force Majeure Event excuse Buyer from any payment obligations under this Agreement.
- 4. Leak-Free Roof Guarantee: In addition to the Workmanship and Materials Warranty as outlined in Section B(2), Seller warrants any penetrations to the roof which are made to secure the photovoltaic system to the roof of the structure to be free from leaks for a time period of either 25 years or until the roof is replaced on the structure, whichever occurs first. All exclusions in Section B(1)(2) and (3) apply to Section B(4), as well as the following:

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

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

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

NO CLAIM SHALL BE MADE BY BUYER AGAINST SELLER OR ANY OF THE SELLER'S AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFORE IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION

THEREWITH, INCLUDING IN CONNECTION WITH ANY WARRANTY HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER. BUYER ACKNOWLEDGES THAT SECTION B IS BEING RELIED ON AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

Section C- Termination and Cancellation:

- 1. Termination by Seller: Seller may, at its sole discretion, terminate this Agreement prior to Seller's commencement of installation work at the property listed herein by delivery of written or oral notice to Buyer. Seller may exercise its right to terminate under this Section for one or more of the following reasons including (without limitation): (i) Buyers roof does not have unobstructed access to sunlight, (ii) the roof sections on the Property are too small, (iii) Buyers energy needs fall below Sellers minimum requirements, (iv) Buyers Property's electrical infrastructure is insufficient to support the System, (v) Buyers Property's roof and structural elements are insufficient to support the System, (vi) Buyers roof type is not compatible with the installation of the System, (vii) the requirements of permitting authorities, Buyers Utility, and/or Buyers home owners' association restricts installation of the System, (viii) any rebate, credit, incentive, or other Environmental Attributes for the System are less than Seller originally estimated, and/or a change in applicable law has occurred, including any applicable Utility tariffs. If Seller elects to terminate, and no Buyer Default has occurred, then Seller will refund to Buyer any amounts Buyer previously paid, after which Seller will have no further liability to Buyer.
- 2. Termination by Buyer: Buyer may terminate this Agreement under the Buyer's Right to Cancel Terms herein. If Buyer expresses a desire to cancel this agreement after the Buyer's Right to Cancel Terms have passed, Buyer will be responsible for any and all fees incurred by Seller, up to and including any material costs, installation and labor costs, design costs, permit fees, overhead and operating costs, site/field surveys, legal fees, or any other reasonable fees that Seller may have incurred which do not exceed the Total Price of the Contract. Seller makes it known to Buyer that Seller, in its normal course of performing its duties to fulfill the obligation/s set forth in this Agreement will begin the processes of performing any site evaluations/s, engineering, permitting, etc., immediately following the Buyer's Right to Cancel period and the costs for these processes will begin to incur immediately.
- 3. Seller Termination Due to Payment Concerns: (i) If Buyer is using 3rd Party Financing for the means of payment under this Agreement, Seller's obligation to install or honor this Agreement is conditioned on Sellers confirmation that Buyer has obtained financing applicable to this Agreement. Seller may terminate this Agreement without liability and charge a \$20 cancellation processing fee, along with any additional fees as defined in Section C (2), if, in its reasonable judgement, this condition will not be satisfied and Seller is unable to provide payment for the terms of this Agreement by other means. (ii) If Seller, in its reasonable judgement, has been made aware of any payment concerns, including those expressed by Buyer, including concerns that Buyer may attempt to avoid any payment obligations to Seller, Seller reserves the right, at its full discretion, to require a "Construction Escrow Agreement" be entering into prior to the commencement or continuance of any work or installation, at any point during this Agreement.
- 4. Arbitration of Disputes: BY SIGNING BELOW, BUYER ACKNOWLEDGES AND AGREES THAT, WITH LIMITED EXCEPTIONS, ANY DISPUTE BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION. Arbitration is more informal than a lawsuit in court. In arbitration, disputes are resolved by an appointed arbitrator instead of a judge or jury. Therefore, by signing below, BUYER ACKNOWLEDGES THEY ARE WAIVING THE RIGHT TO A TRIAL BY JURY. By signing below, BUYER also agrees to bring claims against Seller only in Buyers individual capacity and BUYER IS WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. *Procedures before Initiating Arbitration or Suit:* Most concerns can be resolved quickly and amicably by calling contacting the customer service department at 727-945-6060 and Seller encourages Buyer to contact Seller about any concerns. Prior to commencing arbitration or other

action against Seller, Buyer must first send a written "Notice of Dispute" via Certified Mail to Seller at Unicity Solar Energy, LLC. 612 Florida Ave, Palm Harbor, FL 34683 ATTN: Legal Department. If Seller takes action against Buyer, Seller will send Notice of Dispute to Buyers address. Any dispute resulting in arbitration shall be heard as defined in Section A(8).

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

Section D- Miscellaneous:

- 1. Limitation of Liability: (i) No consequential Damages. Buyer and Seller's liability to the other under this Agreement shall be limited to direct, actual damages only. Buyer agrees that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages. For purposes of this section D, Buyer agrees that any remedies specifically provided for in this Agreement constitute direct, actual damages. (ii) Actual Damages. Neither Buyer nor Seller's liability to the other will exceed \$2,000,000 including, without limitation, damages to Buyers home or property during the performance of installation or resulting from installation or products which were installed. NOTICE: Excepting the other provisions under this heading, Seller disclaims and Buyer waives all express or implied warranties including, without limitation, any implied warranties of merchantability and fitness for a particular purpose. Seller shall not be liable to Buyer under this warranty if an alleged defect in any work or equipment was caused by Buyer or any third person's for whom Seller is not responsible for, misuse, neglect, unauthorized attempts to repair, or any other cause beyond the range of the intended use, or by accident, fire, lightning or other hazard.
- <u>2. Indemnification:</u> Buyer and Seller shall indemnify, defend, and hold harmless the other party and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorney's fees and costs), damages, liabilities, penalties, losses, obligations, demands, and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither Buyer nor Seller shall be required to indemnify the other for its own negligence, willful misconduct or fraud.
- 3. Amendments, Waivers and Change Orders: This Agreement, including any attachments or exhibits hereto, may only be amended or modified by an instrument in writing signed or acknowledged by both Buyer and Seller.
- 4. Seller Transfer: Seller may assign, sell, or transfer (in whole or part) this Agreement without Buyer consent and without notice. If such assignee agrees in writing to assume all Sellers rights and obligations under this Agreement, Seller will have no further liability or obligation under this Agreement upon effectiveness of such assignment.
- <u>5. Publicity:</u> Buyer hereby authorizes Seller to use Buyer and Buyer's Property's voice, photograph, video and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording, provided Seller does not disclose Buyers personally identifying information. Buyer waives and forever releases Seller for any dispute relating to or arising out of this Section D(5).
- <u>6. Consumption Monitoring and Data Handling:</u> In connection with Seller's installation, Seller may install, operate, and maintain an energy consumption or production monitoring device on Buyers Property. This

device will be used to collect and store energy production and consumption information. Buyer agrees to maintain proper service for monitoring to be performed and Seller will not be expected to or able to, monitor system performance, continue any guarantees of production, or provide any warranty assistance, if monitoring system is not properly maintained as this monitoring system is what determines system production and performance, as well as system failures.

- 7. Grant of Access: Buyer hereby grants Seller and its employees, agents, contractors and subcontractors the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, repairing, removing and replacing products/hardware or making any additions to the products or hardware. (ii) Installing, using and maintaining electric lines and inverters and meters necessary to interconnect products or hardware to the electric system at the installation address and/or to utility's electric distribution system. (iii) Or taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of installed products/hardware. (iv) Seller agrees and Buyer acknowledges that Seller will make no less than 3 reasonable attempts to coordinate an installation date with Buyer prior to the pursuit of costs as defined by Section C(1,2,3,4). If Grant of Access is ultimately denied, Buyer will be responsible for any costs incurred by Seller pursuant to Section C(1,2,3,4). 8. Use of Battery for Grid Services Programs: Buyer hereby acknowledges they understand any battery system installed on property will draw 100% of its charge from the solar array. (i) A battery system can provide automatic backup power only to a selected set of circuits, and will most likely not power your entire home. Final determination of eligible circuits will be determined before or during installation. (ii) Eligible backup circuits not to exceed eight (8) individual breakers. NO 240V CIRCUITS INCLUDED. Any use of battery system to power life support equipment is at Buyer's own risk. Seller disclaims liability relating to any failure of battery system to power life support equipment.
- 9. System Design and Layout: Seller reserves the right to make adjustments to proposed system design regarding panel layout, panel placement, inverter layout, inverter placement, or other design plans due to inaccuracies between design tools and real-world site restrictions. Most common reasons include but are not limited to (i) proposed panel design does not fit as originally proposed (ii) State or local "fire setback" regulations or similar guidelines (iii) determination of shading or other obstructions.
- 10. Complete Agreement: This contract constitutes the entire final understanding and agreement of the Parties with respect to its subject matter and additional writings, papers, customer testimonials, finance selections, customer commitment, worksheet agreement, or any other forms and/or attachments signed by the buyer or seller shall be binding and considered part of this agreement.
- <u>11. Final Interconnect:</u> Buyer agrees that seller is not responsible for any delays in system activation due to time frames and/or delays set forth by utility company or building department.
- 12. Rebates: Tax rebates or credits from the federal government for installing solar products may directly reduce purchaser's income tax obligation. Based on purchaser's individual tax situation, the tax credit may take more than one year to receive in-full. Seller does not give tax advice. Purchaser should consult its accountant regarding applicability of any federal rebates or tax credits. Any and all rebates, incentives or tax credits are the sole responsibility of the buyer to inquire about, apply for and receive.
- 13. Affiliations: Seller does not imply that it is affiliated with any government entity or electrical utility company.
- <u>14. Utility:</u> Seller does not assert or guarantee any utility cost increase in the future. Seller does not assert or guarantee any future savings to buyer's future electric utility bill as actual savings depend on buyers own energy consumption and usage habits. Any changes in buyer's usage habits will directly affect energy consumption.
- 15. Usage: Seller has no control over any individual household energy usage, consumption or abuse and therefore cannot guarantee any exact monetary savings. Seller cannot be held liable for less than anticipated savings due to varying usage level, additional family members, new appliances or equipment after the installation has been completed. Buyer acknowledges that it may take up to one year or more to process and receive their first Solar Renewable Energy Certificate (SREC) credit (when applicable) and seller shall not be held liable for any delay of one year or more in receiving such credits or rebates.

<u>16. Electronic Records:</u> Buyer is providing consent for Seller to communicate electronically regarding certain information pertaining to the Agreement and any communications, documents, notices, records, disclosures, and other information (collectively "Electronic Records") related to the transaction.

FLORIDA STATE SPECIFIC PROVISIONS

FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND (THE "FUND") IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTED FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR MORE INFORMATION ABOUT THE RECOVERY FUNDAND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION LICENSING BOARD AT THE FOLLOWING ADDRESS AND/OR TELEPHONE NUMBER: Street Address: 1940 North Monroe St, Tallahassee, Florida 32399-0783 Telephone: 850-487-1397

CONDITIONS FOR RECOVERY; PAYMENTS FROM THE FUND

In order to recovery from the FUND, you must be an individual, not a company. The FUND is a last resort and before you can receive any money from the FUND, you must have obtained a final judgement from a Florida court or a restitution order from the CILB based on the types of violations of law referenced above. Both the violation of law and the signing of the construction contract must have occurred on or after July 1, 1993, before the FUND will pay you any money. You must show that you have made every effort to determine if there are any assets from which you can recover all or part of the money you are owed. If so, you must attempt to recover with the FUND within two years of the time you find out or could have found out about the violation of the law. No claim can be made more than four years after the time of the violation of law happened or within more than one year after the conclusion of any civil or administrative action based on the act, whichever is later. The FUND does not pay post-judgement interest, punitive damages or attorney's fees. The FUND only pays what you have not collected on actual compensatory damages. The FUND pays a maximum of \$50,000 per payment and total aggregate of \$500,000 per contractor.

FLORIDA STATUTE §588

CHAPTER §588, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVERTO THE OTHER PARTY TO THIS AGREEMENT A WRITTEN NOTICE, REFERRING TO CHAPTER §588, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES.

ENERGY DEVICES BASED ON RENEWABLE SOURCES

Per Florida Statute §163.04, deed restrictions, covenants, declarations or similar binding agreements (collectively "Restricted-Agreement"), may not prohibit or have or have the effect of prohibiting solar collectors or other energy devices based on renewable resources from being installed on buildings erected on the lots or parcels covered by such Restrictive Agreement(s). A property owner may not be denied permission to install solar collectors or other energy devices by any entity granted the power or right in any Restrictive Agreement to approve, forbid, control, or direct alteration of property with respect to residential dwellings and within the boundaries of a condominium unit. Such entity may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors. Should any litigations arise pursuant to Florida Statute §163.04, the prevailing party shall be entitled to costs and reasonable attorneys' fees.

Production Guarantee Specifications and Guidelines

The Performance Guarantee offered by Seller is to provide Buyer a reasonable expectation of solar electricity production via Seller installed solar electric system. The Production Guarantee covers the following: P1. Seller installed solar electric system will produce no less than 90% of proposed 1st year annual kWh output as stated on page 1 of this document.

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

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

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

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

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

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

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

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

Buyer Signature: Rahul Gunnam Seller Signature: Jonathan Collins

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

NOTICE OF CANCELLATION

Date: 08/20/2023

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 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

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

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:

Rahul Gurram

at: 21035 Monza Loop Land O' Lakes, FL 34638 NOT LATER THAN MIDNIGHT OF: 08/23/2023

I HEREBY CANCEL THIS TRANSACTION.

(Date) -----

(Buyer's signature) -----



SECTION NO. VII THIRD REVISED SHEET NO. 7317 CANCELS SECOND REVISED SHEET NO. 7.317

INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS TO DUKE ENERGY FLORIDA, INC ELECTRIC GRID APPLICATION AND COMPLIANCE FORM

FOR TIER 1 SYSTEMS (10 KW or less)

A. Applicant Information	
Name: Rahul Gurram	DEF Account No.:
Mailing Address: 21035 Monza Loop	0.1000
City: Land O' Lakes	Zip Code: <u>34638</u>
Street Address (if different):	Email: rahulganesh.gurram@gma
Daytime Phone. (207) 693-0255 Pax	Email: <u>randiganesii:gun</u> am@gm
B. System Information	
System 1 Information (please check):Wind So	ar Other(please state type)
System Name/Model: VSUN 370 370	System Capacity: 6.29 kW watts (DC)
List Manufacturer/Model for:	
Generator/modules: Inverter: Solar Ed	ge Batteries □ Yes □ No
I Total Battery Capacity RVV DC: Manufac	cturer names and woder #:
System Location:	Inverter Location:
Permission to monitor? □ Yes □ No	
Overtone O letermostice (elecce check) Wind	Other dules as a state time.
System 2 Information (please check): Wind S	Other Consoit # 6 20 kW
Liet Manufacturer/Model for	System Capacity: 6.29 kW watts (DC)
List Manufacturer/Model for:	Solar Edge Bottorics - Vos - No
Generator/modules:inverter:inverter:inverter:	Batteries Yes NO
System Leastion:	Jurer Names and Woder #
Pormission to monitor?	Solar Edge Batteries □ Yes □ No cturer Names and Model #: Inverter Location:
	Contractor Information
Installation Contractor: Unicity Solar Address: 612 Florida Ave	, FL License No.:
Address: 612 Florida Ave City: Palm Harbor	, Zip Code: <u>34683</u>
Daytime Phone: <u>7279456060</u> Fax:	Email: info@unicitysolar.com
Proposed Installation Date:	
D. Hardware an	d Installation Compliance
	Laboratories (UL) 1741, and IEEE 1547 standards for utility
interconnected inverters. Matthew Selby Signed (Contractor): 984660550007dd885d447f1aa008ac1ctd5bf0105e752302cbfcc Name (Print): Jonathan Collins	
Signed (Contractor): Matthew Selby	Date: August 20, 2023
Name (Print): Jonathan Collins	Company: Unicity Solar
E. Owne	r Acknowledgment
The system has been installed to my satisfaction and I have be	een given system warranty information, and an operation manual.
Also, I have been thoroughly instructed in the operation and m	naintenance of the system.
Signed (Owner):	Date:
F. Electri	cal Code Inspection
Satisfies Code Requirements	
Inspector Name (Print):	
Inspector Signature:	Date:
	gy Florida, Inc. Approval
Satisfies DEF Interconnection Requirements	Diversi
DEF Representative Name (Print): DEF Representative Signature:	Phone: Date:
DEI NODIGSCHIAUVE SIGNALUIC.	Dale.



SECTION NO. VII THIRD REVISED SHEET NO. 7.310 CANCELS SECOND REVISED SHEET NO. 7.310

Page 1 of 4

DUKE ENERGY FLORIDA, INC. STANDARD INTERCONNECTION AGREEMENT FOR TIER 1 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (10kw or less)

THIS AGREEMENT is made this 20th day of August ___, 23 __, by and between Rahul Gurram (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 1 system(s), 10 kilowatts or less in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

- 1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
- 2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system interconnection.
- 3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
- 4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
- 5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
- 6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- 7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
- 8. The Company recommends that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000) to the extent permitted by law. For government entities, proof of self-insurance consistent with law shall satisfy this requirement.
- The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently
 provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of
 10kw or less.

(Continued on Next Page)

NMRG-Tier-1

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL



SECTION NO. VII THIRD REVISED SHEET NO. 7.311 CANCELS SECOND REVISED SHEET NO. 7.311

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- 10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch, if available, or by disconnecting the meter without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
 - (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

- 11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defenses as allowed by law.
- Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
- 13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
- 14. The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company's website www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
- 15. In the event the Company elects to install a manual disconnect switch, it shall be at the Company's expense. The Company installed disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generator and any Customer wiring connected to the Company's system. The disconnect switch shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
- On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate a manual disconnect switch or disconnect the meter.

(Continued on Next Page)

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL



SECTION NO. VII FIRST REVISED SHEET NO. 7.312 CANCELS ORIGINAL SHEET NO. 7.312

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Modifications/Additions to Customer-owned Renewable Generation:

- 18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.
- 19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.
- 20. In the event any Customer modifications or additions result in the input to any Company meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.
- 21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company's meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

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

Lease Agreements:

- The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
- 24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission's jurisdiction and may be subject to various fines and penalties.

Assignment:

- 25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.
- An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

- 27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
- 28. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. Interconnection and Net Metering of Customer-owned Renewable Generation.

(Continued on Next Page)

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL



SECTION NO. VII THIRD REVISED SHEET NO. 7.313 CANCELS SECOND REVISED SHEET NO. 7.313

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- 29. The Customer must execute this Interconnection Agreement and the Customer's subsequent application submitted thereunder and return it to the Company at least thirty calendar days prior to beginning parallel operations.
- 30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as may be modified, changed, or amended from time to time.
- 31. The Company's tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.
- 32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.
- 33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

IN WITNESS WHEREOF, the Customer has executed this Agreement the day and year first written above.

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL

Envelope Report

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Document	Signer	Signer ID	IP Address	Timestamp
Unicity - FL - Purchase Agreement with Assurance	Rahul Gurram rahulganesh.gurram@gmail.com	bac92de96c88f3265ba65afbe019c23c36536fc5e6cb8fcc3b7d0d1b73e43328	173.168.226.66	2023-08- 20T22:12:22.494Z
Unicity - FL - Purchase Agreement with Assurance	Jonathan Collins jcollins@unicitysolar.com	0159ad5399edf19960735d97492f9f5c75a329b012c9c11c635a07b1ff8d6d6b	0.0.0.0	2023-08- 20T22:03:30.674Z
Duke Energy - Florida (FL) - Net Metering Application Tier 1	Matthew Selby matt@unicitysolar.com	98d6cf5c0c7dd885d447f1aa0c8ac1cfd5bf0105e752302cbfcdbfecf70b3cb8	0.0.0.0	2023-08- 20T22:03:30.671Z