

# RESIDENTIAL SOLAR INSTALLATION AGREEMENT WITH HOMEOWNER

FIXED PRICE - TEXAS



OFFER EXPIRATION DATE: 5/31/2023

PROJECT ADDRESS: 213 Charbono st Leander tx 78641, Leander, TX 78641

EFFECTIVE DATE: 5/10/2023

CONTRACT SUM: \$17,797

PROJECT NAME: Rahul Potluri

LENDER: Flic

This Residential Solar Installation Agreement with Homeowner (the "Agreement") is entered into as of the Effective Date written above by and between Freedom Solar LLC (the "Company" or "Contractor") and:

## CLIENT INFORMATION

HOMEOWNER ("Client"): Rahul Potluri

HOME ADDRESS (IF DIFFERENT THAN PROJECT ADDRESS): N/A

PHONE: 9174354521

EMAIL: rpotluri96@gmail.com

The Company and Client (each, a "Party"; collectively, the "Parties") agree as follows:

## 1. SCOPE OF PROJECT

Install System (as defined below) equipment as specified in the Scope of Work attached hereto as **Exhibit A** (the "Scope of Work"; and the work described therein, the "Work").

**The Party responsible for obtaining the necessary permits for installation (check one):**  Client  Company

Upon completion of the Work, the Company shall provide to Client the "Launch Packet," which includes education for Client on System operation, maintenance, and safety. Client acknowledges that the expected start date, completion date, and any other dates set forth in the Scope of Work, if any, are estimates and may be delayed due to utility processing, equipment delivery, weather events, or other unforeseen factors, and agrees that any such delays shall not constitute a breach of this Agreement.

## 2. TERMS OF PURCHASE

By entering into this Agreement, Client authorizes the Company to provide all equipment, materials, labor, repairs, and any other related services necessary to install a solar photovoltaic system ("System") at the Project Address set forth above. Client assumes financial responsibility for the Work and agrees to pay for the Work in accordance with the Payment Schedule (as defined below) set forth in this Agreement.

## 3. EQUIPMENT TO BE INSTALLED OR USED

The equipment listed under the heading "Equipment to Be Installed or Used" on **Exhibit A** to this Agreement will be installed and/or used by the Company.

## 4. CONTRACT DOCUMENTS

This Agreement consists of this Agreement, Exhibits identified below, and the terms and conditions of any applicable promotion and/or rebate program, and, together, contains the entire agreement between the Parties. All prior proposals, negotiations, agreements, illustrations, documentation, representations, guarantees, or samples, in each case whether oral, written, or otherwise recorded, are superseded by this Agreement, which may only be modified in writing and signed by both Parties.

**Exhibit A – Scope of Work**

**Exhibit B – Freedom Solar LLC Limited Warranty**

**Exhibit C – Statutory Mechanic's, Contractor's, and Materialman's Disclosure Statement**

**Exhibit D – Statutory RCLA Disclosure Statement**

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## 5. UTILITY AGREEMENTS

Client acknowledges and agrees that Client will, at the request of the Company or any utility company or regulatory authority with appropriate jurisdiction, promptly enter into any required interconnection and/or utility-related agreements and complete and submit any required documentation in connection with the installation of the System (collectively, the "Utility Documents"). Client understands and acknowledges that failure to satisfy these requirements will delay or prevent the commissioning of the System by Client's utility company.

## 6. REQUIRED DOCUMENTATION

The following documents are required to prepare Client's Installation:

- a. Deposit, as set forth in the Payment Schedule below (if applicable);
- b. This Agreement, executed by Client (and Client's spouse if applicable);
- c. Completed and signed Utility Documents;
- d. Documentation required for permitting (if applicable); and
- e. Signed Loan Agreement (as defined below) (if applicable).

## 7. RISK OF LOSS AND TRANSFER OF TITLE

Subject to the other terms and conditions herein, prior to Substantial Completion (as defined below) of the Work, the Company assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all of the Company's materials, equipment, supplies, and maintenance equipment used for completion of the Work; provided, however, that Client shall be responsible for the cost of replacing or repairing any damage caused by Client. Upon Substantial Completion of the Work, Client shall be transferred and have title to the System and shall bear the risk of loss and full responsibility for the System. Client agrees to, promptly following Substantial Completion, notify Client's homeowner's insurance provider and take any action necessary to ensure that the System is covered by Client's insurance policies.

## 8. TAX BENEFITS AND OTHER INCENTIVES; CHANGES IN LAW

Client's purchase of the System may qualify for certain local, state, or federal tax benefits. Client expressly acknowledges that (i) information provided by the Company may not (and shall not) be construed as legal, tax, investment, or other advice and (ii) Client is relying upon its own information and analysis regarding the System and any tax credits (or other incentives or benefits) that may be available. All documentation and information provided by the Company to Client has been provided in good faith and without intent to deceive, misinform, or mislead Client as to any aspect of the transaction contemplated by this Agreement or the tax credits (or other incentives or benefits) that may be available to Client. Client expressly acknowledges and represents to the Company that Client, prior to the execution and delivery of this Agreement, has conducted such investigations and analyses (including consultation with qualified tax and legal professionals) as Client deems necessary or desirable to satisfy itself regarding the acquisition of the System, the costs and benefits of proceeding with the transactions contemplated by this Agreement, and the availability and requirements of any tax credits, incentives, or benefits identified by the Company or otherwise. The Company does not guarantee the availability of any tax credit or other incentives or benefits in relation to the System, and the Company is not responsible for any reductions, modifications, or cancellations of the federal solar investment tax credit ("ITC") (or any other incentives or benefits) provided by any governmental body. Further, Client acknowledges and agrees that the Company is not responsible for changes in law or regulations that adversely affect the financial returns associated with the System, including changes in law or regulations relating to net metering.

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## 9. WAIVER OF CONSUMER RIGHTS

The Company has completed and presented certain analyses to Client regarding the projected electrical generation capacity and expected production of the System, and the estimated reduction in Client's electrical costs after installation of the System. The Company completed these analyses using several assumptions, including Client's historical electrical consumption, the size and pitch of Client's roof, the presence and the prevalence of trees and other shading at the Project Address, and a variety of other factors which are inexact and subject to estimation and change. These analyses were provided by the Company to Client in good faith and without intent to deceive, misinform, or mislead Client as to any aspect of the transaction contemplated by this Agreement, and Client acknowledges and agrees that the actual electrical production of the System and the associated cost savings may vary from the analyses presented by the Company. Accordingly, Client waives any claims against the Company under the Deceptive Trade Practices Act as follows:

**I waive my rights under the Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code (the "DTPA"), a law that gives consumers special rights and protections. After consultation with an attorney of my own selection, I voluntarily consent to this waiver.**

**In addition, I waive the right to become a member of a class action to prosecute claims under the DTPA.**

**If any portions of these waivers are deemed invalid for any reason, I also voluntarily agree that any claims brought under the DTPA shall be subject to binding arbitration in accordance with the Home Construction Arbitration Rules of the American Arbitration Association ("AAA") before an arbitrator assigned by the AAA.**

## 10. UNFORESEEN DELAYS AND COSTS

Client acknowledges that delays in completion of the Work may occur due to lack of or untimely delivery of equipment, supply chain constraints, permits, inspections, utility processing, weather, or other similar events, and agrees that such delays do not constitute a breach of this Agreement or an abandonment of the Work. Costs incurred during the performance of the Work due to unforeseen conditions will be, at the Company's sole election: (a) change orders and included in a final invoice; or (b) if Client is unwilling to agree to a change order, grounds for the Company to terminate this Agreement upon three (3) days' written notice to Client. If a detail of the installation is not specified within the Scope of Work, or should an alternative building practice be available in lieu of a specified procedure, the Company may select a comparable installation procedure that complies with industry standards. Client acknowledges that these changes may occur during installation and agrees that any such deviations as described in this Section 10 shall be accepted. If concealed, unknown, or unforeseen site conditions are encountered that differ materially from those indicated in this Agreement or from those conditions ordinarily found to exist, the Contract Sum shall be subject to an equitable adjustment through a change order, or termination of the Agreement in accordance with this Section 10 or Section 19 of this Agreement.

## 11. CHANGE ORDERS

a. Subject to Section 10, any alteration to the Scope of Work must be by written change order and signed by both Client and a senior management member of the Company (director or above) in order to be valid and enforceable. Any such change order will be reflected in a new, updated version of this Agreement, except that (i) the Effective Date of this Agreement (and the underlying Work), as amended by the change order, shall continue to be the effective date set forth in the original, fully executed version of this Agreement, and (ii) the effective date of the change order shall be the date the change order is entered into.

b. The amount to be paid for any alteration shall be mutually agreed to and stated in such written change order. THE COMPANY WILL NOT BE OBLIGATED TO PERFORM ANY ADDITIONAL OR EXTRA WORK WITHOUT A FULLY EXECUTED CHANGE ORDER. If Client and the Company cannot agree to a change in the Contract Sum or if Client issues a verbal directive to the Company for completion of additional or changed work, then Client shall pay the Company its actual cost for completion of the changed Work, plus a 20% fee for overhead and profit.

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## 12. PRE-APPROVAL AND LOAN AGREEMENT (INAPPLICABLE TO CASH-ONLY TRANSACTIONS):

The Company's entry into this Agreement is conditioned upon Client being pre-approved for a loan to finance Client's purchase of the Work. Within fifteen (15) calendar days of the Effective Date, Client agrees to enter into a loan agreement ("Loan Agreement") with the Lender identified above (if any), pursuant to which Lender will loan funds to Client for the financing of the Work in accordance with the terms described in the Loan Agreement, with the proceeds of the loan being disbursed to the Company as merchant. Client will promptly provide Company with notification of (and if requested by Company, evidence of) the Loan Agreement being fully secured with Lender. If Client is unable to obtain financing with terms reasonably acceptable to the Company, within fifteen (15) calendar days of the date of this Agreement, Company may terminate this Agreement by giving the Client written notice of termination. Client hereby provides consent for the Company to request an extension of the Loan Agreement if, for any reason (including but not limited to those set forth in Section 10), the Company determines it is necessary or appropriate to request such extension. THIS SECTION 12 SHALL NOT APPLY TO THIS AGREEMENT IF THE PAYMENT SCHEDULE IN SECTION 20 DESCRIBES A CASH-ONLY TRANSACTION IN WHICH THERE IS NO LENDER OR LOAN AGREEMENT.

## 13. COMPANY REMEDIES FOR NON-PAYMENT

In the event Client breaches this Agreement for non-payment for any amounts owed to the Company, Client agrees that the Company is entitled to recover attorney's fees and costs resulting from such breaches from Client in addition to any remedies the Company may be entitled to under law or equity.

## 14. DISCOUNTS AND REBATES

- a. If the Company is collecting rebates, it reserves the right to specify an alternative recipient.
- b. If the Company is collecting rebates, Client's failure to complete, sign, or submit any Utility Documents will delay Company's receipt of monies owed, and Client will be subject to a fee in an amount equal to 2% of the applicable incentive/rebate amount for each week of delay, not to exceed 18% annually or the highest rate allowed by law.
- c. With the exception of the ITC, the Company will prepare and submit all applications on behalf of Client where rebates or incentives are available.
- d. Unless otherwise agreed upon by Client and the Company, the Company will collect any applicable utility rebate as partial payment of gross total system cost.

## 15. LIMITED WARRANTY

Client acknowledges and agrees that the Company's limited warranty provided herein is conditioned upon payment in full by Client. The Company warrants its performance of the Work in accordance with the limited warranty set forth on **Exhibit B** to this Agreement. Further, the Company warrants that it possesses the expertise to provide the Work in substantial compliance with applicable specifications, standards, and other requirements of this Agreement. The Company will, at the Company's option, either re-perform, replace, or refund the applicable amounts paid for any Work which fail to comply with the above referenced limited warranty. All warranty service calls are limited to 8:00 a.m. to 5:00 p.m., CDT, Monday through Friday, excluding holidays.

The original equipment manufacturer (OEM) warranties are applicable to all equipment installed by the Company. The Company does not warrant manufacturers' parts and equipment.

## 16. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The Company and Client hereby waive all claims for incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement or the Scope of Work, including without limitation damages for loss of use, loss of value, income, profit (except anticipated profit arising directly from the Work), injuries, temporary living expenses, rental expenses, financing, business, or reputation, and damages for loss of management or employee productivity, or the services of such persons.

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### 17. MUTUAL INDEMNIFICATION

Each Party shall indemnify and hold harmless the other Party from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work or occurring or incidental to the condition of the property, provided that such third-party claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the indemnifying Party.

### 18. CLIENT'S TERMINATION RIGHTS

Upon signing this Agreement, Client may rescind and cancel this Agreement without incurring any fees or penalties at any time prior to midnight CDT on the third business day after the Effective Date of this Agreement (the "Rescission Time") upon written notice to the Company. Client is also entitled to terminate this Agreement after the Rescission Time and prior to the date the Company commences installation of the System (i.e., physical construction at the Project Address) (the "Installation") (such time period, the "Pre-Installation Period") by submitting a written cancellation notice to the Company. In addition, if Client consistently and repeatedly fails to respond to the Company's communications in a timely manner, the Company may treat such failure, in its sole discretion, as a cancellation of this Agreement by Client. Client acknowledges that the Company incurs costs relating to the Work during the Pre-Installation Period and that it will incur additional material, labor, and re-stocking costs because of Client's termination of this Agreement during the Pre-Installation Period. As such, if Client terminates the Agreement during the Pre-Installation Period, Client agrees to pay the Company a termination fee equal to the greater of: (i) 15% of the total System cost; and (ii) the actual costs relating to the Work incurred by the Company during the Pre-Installation Period, which may include equipment procurement costs. Client may not terminate the Agreement for any reason after the Pre-Installation Period. For the sake of clarity, once Installation begins (i.e., the end of the Pre-Installation Period), no refunds will be provided to Client and full payment of the Contract Sum will remain due in full (it being understood and agreed by Client that, notwithstanding anything to the contrary in this Agreement, Client's obligation to pay the Company the Contract Sum in full is not conditioned in any way on Client's ability to secure a Loan Agreement with, or other financing from, any lender).

### 19. COMPANY'S TERMINATION RIGHTS

Upon signing this Agreement, the Company may rescind and cancel this Agreement without incurring any fees or penalties: (a) at any time prior to the installation of the solar panels at the Project Address; or (b) at any time upon three (3) days' written notice to Client if (i) the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Company, its subcontractors, if any, its suppliers, or any other persons or entities performing portions of the Work; (ii) the Company incurs or anticipates incurring additional costs due to unforeseen conditions in accordance with Section 10 of this Agreement and Client does not execute a change order; or (iii) Client fails to render payment in accordance with Section 20 of this Agreement. In the event of Client's nonpayment as described herein, Company reserves the right to remove all or any portion of the System (e.g. the Company may remove solar panels but leave in place the racking system) from the Project Address and is not liable for Client's associated costs of removal; provided, however, that during any such removal, the Company will use its best efforts to mitigate any damage resulting from the costs of removal.

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**20. PAYMENT TERMS**

The total price for the System is the Contract Sum set forth above. The payment schedule (“Payment Schedule”) is as follows:

100% Payment at Substantially Complete:	\$17,797
<b>Total System Price:</b>	<b>\$17,797</b>

**Notes:**

PEC Rebate, SunPower Friends & Family Rebate to be processed upon receipt of permission to operate. Tax Day 2023 - \$1,000 Off to be processed upon receipt of final payment.

“Loan Execution” means the execution date of the Loan Agreement; provided, however, that, as stated in Section 18, the payment of the Contract Sum in full is not conditioned on Client’s ability to secure a Loan Agreement with, or other financing from, any lender.

“Signing” means the execution date of this Agreement.

“Start of Project” means the date the Company commences Installation.

“Substantial Completion” means having all solar panels, inverters, and major equipment installed, with the exception of the need to complete minor work. Additionally, if Client takes control of the Work, places personal property on the Work, or uses the Work for its intended purpose, the Work shall be deemed to be Substantially Complete. The Company’s delay in completing punch list items shall not be a basis for Client to withhold any payment.

“Permission to Operate” means the date on which the utility company issues a letter to Client or the Company stating that the solar system has passed the utility company’s inspection and Client and/or the Company has permission to operate and interconnect to the electrical grid.

Additional Amounts: Notwithstanding the foregoing, Client acknowledges and agrees that it may be subject to additional costs, expenses, fees, and other amounts charged by the Company in accordance with Sections 10 and 11 of this Agreement, all of which Client must (a) pay to the Company promptly upon notice or invoice or (b) finance through a new or modified loan agreement acceptable to the Company.

Notes for Payment: The Company shall have the right to suspend all Work, including purchasing modules and other materials and equipment, if Client fails to timely make any payment(s) due pursuant to this Agreement or to cure any returned check payments or to provide certified or cashier’s checks, if required. All amounts due and owing by Client to the Company pursuant to this Agreement must be paid before the System is connected or commissioned.

Payment by check must be directed to the Payee: Freedom Solar LLC, and sent to PO Box 674833, Dallas, TX 75267-4833.

Promotions and Rebates: From time to time, the Company offers promotions and rebates to its new customers. If Client has entered into this Agreement in connection with any such promotion and/or rebate program, Client is subject to the terms and conditions applicable to such promotion and/or rebate program that were publicly available, and therefore available to Client, prior to or concurrently with entering into this Agreement. In many cases, the Company’s promotions and rebates are offered through the Freedom Solar Power app, the terms and conditions of which Client shall be subject to and which can be found at <https://www.getthereferral.com/terms-of-service>.

Furthermore, to access any promotion or rebate through the Freedom Solar Power app, Client must register with the app no later than six (6) months following the System installation date; following such date, Client shall no longer be eligible to receive the applicable promotion and/or rebate.

In addition, from time to time, the Payment Schedule may reflect utility and other third-party rebates that are contingent on the Client affirmatively taking certain actions or executing certain documents. Client acknowledges and agrees that Client will, at the request of the Company or any utility company or regulatory authority with appropriate jurisdiction, promptly enter into any agreements and complete and submit any required documentation in connection with applying for and obtaining such rebates. Client understands and acknowledges that failure to satisfy these requirements will delay or prevent the commissioning of the System by Client’s utility company and will result in an increase in the cost of the System for which Client will be fully responsible to the Company. Client further understands that certain utility and third-party rebates are paid directly to the Company, as may be reflected in the Payment Schedule above, and Client will not be paid for any such rebate.

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## 21. PERMISSION FOR INTERNET/SOCIAL MEDIA PUBLICATION

Client grants the Company permission to take pictures, video, and audio of Client's residential property and the System for the sole purpose of promoting the Company's work on its website, the internet, literature, social media, or other marketing or promotional platforms or methods. Client hereby waives any claim for compensation or royalties, now and in the future, related to this permission.

## 22. DISPUTE RESOLUTION

In the event of a dispute, the Parties agree to submit the matter to mediation through a mutually agreed-upon mediator through the American Arbitration Association. Unless the Parties agree otherwise or mutually agree to waive mediation, mediation shall be conducted in accordance with the Home Construction Mediation Rules of the American Arbitration Association and the costs shall be borne equally by both Parties. Should such efforts at resolution fail, the Parties agree that any legal action or proceeding, except DTPA claims subject to arbitration, including the filing of a complaint, shall be done within the County of Travis, Texas. In the event of litigation, the Parties knowingly, irrevocably, voluntarily, and intentionally WAIVE ANY RIGHT TO A TRIAL BY JURY in respect to any action, proceeding, claim, or counterclaim based on this Agreement or arising out of, under, or in connection with this Agreement or the performance of any work required under this Agreement. A Party that prevails in any legal proceeding related to this Agreement is entitled to recover reasonable attorney's fees and all costs of such proceeding.

## 23. RIGHTS AND REMEDIES

Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by Client or the Company shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## 24. INTEREST

Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of one and one-half percent (1½%) each month or at the maximum legal rate prevailing from time to time at the place where the Project Address is located, whichever is less.

## 25. LIMITATION OF LIABILITY

The Company's liability to Client for damages, loss, expenses, or claims of any kind related to this Agreement, the Work, or the Project Address shall in no event exceed the Contract Sum. Company is not liable for pre-existing damage found at the Project Address.

## 26. NOTICE

All notices from one Party to the other Party must be in writing and are effective when mailed to, hand-delivered at, or transmitted by electronic transmission as follows:

**COMPANY**

Freedom Solar LLC

4801 Freidrich Lane, Suite 100, Austin, TX 78744

legal@freedomsolarpower.com

**CLIENT**

Rahul Potluri

213 Charbono st Leander tx 78641, Leander, TX 78641

rpotluri96@gmail.com

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**27. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Agreement.

**28. ACKNOWLEDGEMENT**

BY EXECUTING THIS AGREEMENT CLIENT AND SPOUSE, AS APPLICABLE, AFFIRMATIVELY ACKNOWLEDGE AND CERTIFY THAT HE/SHE/THEY HAVE READ THE AGREEMENT; HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS/HER/THEIR OWN CHOOSING AS TO THE CONTENT OF THE AGREEMENT; AND THE INFORMATION AND TERMS CONTAINED HEREIN ARE TRUE, CORRECT, AND CONTROLLING AS OF THE DATE OF EXECUTION, INCLUDING ALL REPRESENTATIONS REGARDING MARITAL STATUS AS REQUIRED UNDER THE TEXAS CONSTITUTION AND APPLICABLE LAW.

By signing below, the Parties agree to be bound by the terms of this Agreement.

**APPROVED AND AGREED:**

CLIENT NAME: Rahul Potluri

CLIENT SIGNATURE: Rahul Potluri DATE: May 10, 2023

CLIENT SPOUSE NAME: N/A

CLIENT SPOUSE SIGNATURE \*: n/a DATE: May 10, 2023

**FREEDOM SOLAR LLC**

BY: Neil Ong DATE: May 10, 2023

NAME: Nhieu Ong

TITLE: Energy Consultant

*\* Required if applicable. By leaving Spouse's signature block unsigned, Client or Co-Owner, as applicable, represents that he or she (a) is not married or (b) the Project Address is not Client's or Co-Owner's, as applicable, primary residence and there is not a claimed Homestead exemption on the property.*



CLIENT(S): Rahul PotluriPROJECT NAME: Rahul PotluriPROJECT ADDRESS: 213 Charbono st Leander tx 78641, Leander, TX 78641**HOMEOWNER GRANTING LIMITED POWER OF ATTORNEY**HOMEOWNER LEGAL NAME: Rahul PotluriSPOUSE LEGAL NAME (IF APPLICABLE): N/A**REPRESENTATIVE APPOINTED ON BEHALF OF THE HOMEOWNER ("AGENT")**AGENT LEGAL NAME: Andrew FerrariSTREET ADDRESS: 4801 Freidrich Ln, STE 100, Austin, TX 78744EMAIL ADDRESS: intake@freedomssolarpower.com

I/We appoint the named Agent as my/our true and lawful agent and attorney-in-fact to communicate with the Homeowner's Association ("HOA") for one or more of the following purposes:

(Mark all that apply)

- To sign and file my/our documents, including applications for solar panel installation
- To provide information as requested and discuss relevant issues with regard to my/our solar panel installation
- To file for a redetermination hearing and to represent me/us during the contested hearing for solar panel installation

This limited power of attorney is effective on 5/10/2023

My/Our Agent has the power and authority to do and perform every act necessary and proper in the exercise of any of the powers described above, as fully as I/we could do personally. This includes the right to request and receive confidential information. I/We acknowledge that use of the named Agent does not relieve me/us of my/our responsibilities to the HOA. I/We further acknowledge that I/we am/are ultimately responsible for the accuracy of any reports filed on my/our behalf by my/our Agent.

I/We understand that the HOA may act under this limited power of attorney until I/we revoke it in writing. I/We understand that revocation of this limited power of attorney is not effective until the HOA's office receives written notice. If signing as an officer, director, or employee of the homeowner, I/we certify that my/our duties include administering the homeowner's rights and responsibilities with the HOA's office and that I/we have authority to execute this limited power of attorney.

CLIENT SIGNATURE: Rahul PotluriDATE: May 10, 2023PRINT NAME: Rahul PotluriPHONE: 9174354521CLIENT SPOUSE SIGNATURE (REQUIRED IF APPLICABLE)\*: n/aDATE: May 10, 2023CLIENT SPOUSE NAME: N/APHONE: 917-435-4521ADDRESS OF HOMEOWNER: 213 Charbono st Leander tx 78641, Leander, TX 78641EMAIL ADDRESS OF HOMEOWNER: rpotluri96@gmail.comHOA NAME: Carneros Ranch Residential Community, Inc.HOA EMAIL: Jamie.Richardson@goodwintx.com

CLIENT(S): Rahul Potluri

PROJECT NAME: Rahul Potluri

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The Company will perform the following installation:

**LINE ITEMS ARE SET FORTH BELOW:**

**10 SPR-U400-BLK**

*Freedom Solar will provide labor and materials to install a PV System with the specified panel type and quantity. Unless a 'Ground Mount' line item is included in the contract, the panels will be installed on the roof of the home.*

**10 H-Series Microinverters**

*Freedom solar will provide labor and materials to install a PV System with the specified inverter type and quantity.*

**1 Invisimount Racking System**

*Freedom Solar will provide labor and materials to install a(n) Invisimount Racking System to support the panels.*

**1 SunPower Monitoring System**

*Freedom Solar will provide labor and materials to install a SunPower PVS monitoring system.*

**1 NEC Compliant Electrical Equipment**

*This includes the balance of system materials such as disconnects, load centers, meter sockets, breakers, fuses, wires and other items required for a complete PV installation. Materials will vary depending on local AHJ and utility requirements.*

**1 Miscellaneous Materials**

*Other materials may be used in order to complete this project.*

**License; Site Access:** Client hereby grants to the Company a license ("License") for access and construction purposes in, over and across the property located at the Project Address (as defined in the Agreement) (the "Project Address"), together with the right to (i) excavate, fill or regrade the relevant portions of the Project Address to accommodate the System, (ii) enter upon, pass and repass over and along the Project Address, and (iii) place, store and operate tools, vehicles, storage containers, implements and other construction-related equipment and materials on the Project Address whenever and wherever necessary and convenient for the performance of the Work.

CLIENT(S): Rahul Potluri

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**STATEMENT OF LIMITED WARRANTY**

Freedom Solar LLC (the “Company”) provides a limited workmanship warranty for each photovoltaic system it installs. This limited warranty covers the Company’s workmanship of its installation services relating to Client’s photovoltaic system at the Project Address (the “System”) for a period of twenty-five (25) years, in addition to the labor involved in removing any defective major active component and reinstalling the component in a timely fashion after it is repaired or replaced by the manufacturer. Major active components include photovoltaic modules and inverters. The Company’s limited warranty requires proper conditions of operation and terms of use of all equipment as stated in the applicable manufacturer’s owner’s manual. Client is obligated to keep photovoltaic modules clean and free of debris, which may inhibit the system’s energy production. Client is also required to maintain internet connection for monitoring. Failure to maintain proper equipment conditions or any attempt to install, remove, repair, or otherwise tamper with any system equipment, wiring or system components by any unqualified individuals will immediately cause this warranty to be null and void. The Company’s limited warranty does not cover direct lightning strikes, hurricane, flooding, tornado, hail damage, or any other acts of nature.

**OEM WARRANTIES**

Materials and equipment sold by the Company are covered by the original equipment manufacturer’s (“OEM”) warranties, which are passed through to Client. For all components sold by the Company, the Company will provide reasonable assistance to Client on any claims submitted by Client to the manufacturer under such OEM warranties.

**WARRANTY NOTIFICATION REQUIREMENTS**

Subject to Chapter 27 of the Texas Property Code, Client shall notify the Company in writing of any defective Work no later than fourteen (14) days after Client identifies or reasonably should have identified such defective Work to allow the Company to investigate in accordance with applicable law. Client’s failure to notify the Company of defective Work within the warranty period shall preclude Client from enforcing any warranty obligations against the Company. The Company’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Company, improper or insufficient maintenance, drought, weather, insect or animal damage, water restrictions, improper operation, or normal wear and tear and normal usage. The Company is not responsible for repairing any utilities to include water, gas, phone, fire, cable, or internet. The express remedies of repair and/or replacement stated in this Agreement for a breach of warranty related to defective Work are the sole and exclusive remedies available to Client for such breach. Client acknowledges and agrees that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, refabricate, or repaint a component that exhibits a minor defective condition. In such instances, the Company, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable building practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.

CLIENT(S): Rahul Potluri

PROJECT NAME: Rahul Potluri

PROJECT ADDRESS: 213 Charbono st Leander tx 78641, Leander, TX 78641

## **CHAPTER 53, TEXAS PROPERTY CODE**

### **STATUTORY DISCLOSURE**

#### **KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW.**

You are about to enter into a transaction to remodel an existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

#### **CONVEYANCE TO CONTRACTOR NOT REQUIRED.**

Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

#### **KNOW YOUR CONTRACTOR.**

Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

#### **GET IT IN WRITING.**

Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

#### **READ BEFORE YOU SIGN.**

Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

#### **GET A LIST OF SUBCONTRACTORS AND SUPPLIERS.**

Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

#### **MONITOR THE WORK.**

Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

#### **MONITOR PAYMENTS.**

If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

#### **CLAIMS BY SUBCONTRACTORS AND SUPPLIERS.**

Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

(1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the stated claim in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

CLIENT(S): Rahul Potluri

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(2) During construction and for thirty (30) days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as 'statutory retainage.' If you choose not to withhold the 10 percent for at least thirty (30) days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

**SOME CLAIMS MAY NOT BE VALID.**

When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

**OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT.**

When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

**OBTAIN TITLE INSURANCE PROTECTION.**

You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a 'completion of improvements' policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement."

CLIENT(S): Rahul Potluri

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**TEXAS RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA)****CHAPTER 27, TEXAS PROPERTY CODE  
STATUTORY DISCLOSURE**

This contract is subject to Chapter 27 of the Texas of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.



# INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this 10 day of 5 by and between  
Rahul Potluri  
\_\_\_\_\_, hereinafter referred to as the "Member", and PEDERNALES  
ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: 3001572529  
Member name: Rahul Potluri  
Service location: 213 Charbono st Leander tx 78641, Leander, TX 78641

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.
- ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.
- RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other



## INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.
5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.
6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.





## **INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED**

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.
8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.
9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.
10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
  - a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from the gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises.
  - b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
  - c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Business Rules, and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
  - d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations occasioned in whole or in part by the gross negligence or willful misconduct of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury,



# INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

**Member:**

By: Rahul Potluri

Printed name: Rahul Potluri

Date: May 10, 2023

**Pedernales Electric Cooperative, Inc.**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A:**

1. Member's Facility One-Line Diagram
2. Member's Facility map including location of the following:
  - a. Facility disconnects
  - b. Labeling of Facility
  - c. Cooperative's access points to Facility



## PEC Member Interconnect Application Acknowledgement Form

**By submitting this form, I, as a member of PEC, do hereby agree and acknowledge the following:**

Registered member for the account:

- I am the registered member for the account, and this is my acknowledgement of the interconnect application submitted by myself or on my behalf by the distributed generation (DG) solar installer of my choice.

Applicable fees:

- I understand my account will be charged two interconnect fees for a total amount of \$500: (1) Application and Engineering Study Fee (\$250) as applicable to the account for the costs of processing an application and an engineering study for the proposed distributed generation system; (2) Interconnection Agreement and Final Inspection Fee (\$250) as applicable to the account for the costs of processing the agreement and on-site final inspection of the location. For systems larger than 50 kW, separate fees apply. Please note, for members adding solar panels or battery backup to an existing DG system that has been through the interconnection process, fees may be waived.

PEC Tariff and Business Rules:

- I have read the Interconnection Policy in the [PEC Tariff and Business Rules](#), which is subject to change upon approval from PEC's Board of Directors. I also understand the PEC Board of Directors may change the rates and/or fees in the PEC Tariff and Business Rules that affect my account at any time in accordance with its governing policies, and any changes to rates and/or fees may impact any payback analysis prepared for the proposed distributed generation system.

Permission to process Distributed Generation (DG) Interconnection Application:

- By signing the form below, I provide permission to further process my interconnection application and understand the process to become interconnected with PEC's electric distribution system.

**Rahul Potluri**

(Printed Name)

*Rahul Potluri*

(Signature)

May 10, 2023

(Date)