



HOMEOWNER **AMY DOWNEY**  
 ADDRESS **99 N DENNIS RD**  
**SOUTH YARMOUTH, MA 02664**

DATE ISSUED **4/4/2023 12:11 PM**  
 INSTALLATION **99 N DENNIS RD**  
 LOCATION **SOUTH YARMOUTH, MA 02664**

## SUNNOVA SOLAR SERVICE DETAILS

With balanced monthly payments, you'll always know what you'll pay for your Sunnova solar service.

### Financial Summary

#### Project Cost

Total Project Cost	<b>\$24,415.53</b>
Total System Cost (solar system only)	<b>\$24,415.53</b>
Optional Services	<b>\$0.00</b>
Down Payment	<b>(\$0.00)</b>
Rebate <sup>1</sup>	<b>(\$0.00)</b>
Contract Price <sup>2</sup>	<b>\$24,415.53</b>

#### Monthly Payment<sup>3</sup>

Term of Agreement	<b>25 Years</b>
Interest Rate	<b>3.99 %</b>
Initial 18 Months	<b>\$90.12</b>
Additional Payment <sup>4</sup> (optional payment due Month 18)	<b>\$7,324.66</b>
Beginning in Month 19 (if Additional Payment is made)	<b>\$90.12</b>
Beginning in Month 19 (if Additional Payment is not made)	<b>\$132.58</b>

### System Details

Solar System Size	<b>4.050 kW</b>
Year-1 Estimated Production	<b>5,111 kWh</b>
Estimated Utility Bill Offset	<b>41%</b>

#### Production Guarantee

We guarantee that your system will produce at least 85% of the estimated production<sup>5</sup> or we will refund or credit you the difference.

#### System Rewards

- Eligible for Grid Services<sup>6</sup>
- Eligible for Federal Tax Credit<sup>4</sup>

### Optional Services

Product Name	Quantity	Contract Price

<sup>1</sup> Depending on your agreement with the contractor, rebates may be paid either directly to you or the contractor. Creditor does not guarantee any rebate amount. If your actual rebate is lower than the amount estimated here, your actual Contract Price will be higher.

<sup>2</sup> Total sales price if financed will include interest payments. See Truth in Lending Statement for more details.

<sup>3</sup> Your monthly payment includes interest and a \$10/month discount or credit as an incentive for using auto-pay from your checking account. If you do not select auto-pay, your interest rate will increase, and your monthly payment will be \$10/month higher.

<sup>4</sup> Sunnova makes no guarantee regarding system and customer eligibility for any federal tax credit, local incentives, or SREC. For Sunnova incentives, see participating dealers for details or view the full Reward Program Terms and Conditions at <https://www.sunnova.com/legal/sunnova-reward-program>. To qualify for the tax credit, you must have federal income tax liability at least equal to the value of the tax credit. Additional tax credits may also be available for homeowners in certain states. Tax incentives are subject to change or termination by executive, legislative or regulatory action. Sunnova does not provide tax advice. Contact your personal tax advisor for eligibility requirements.

<sup>5</sup> See Power Production Guarantee table in your Limited Warranty Agreement for specific details.

<sup>6</sup> Grid Service rewards dependent upon local programs. If eligible, your program will be subject to specific terms and conditions.



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## SUNNOVA SOLAR SERVICE - HOW IT WORKS

Your home solar system will automatically manage the energy flow between your solar system, home and the electric grid.



**DAYTIME**  
Solar energy powers your home while excess energy is sent to the grid.<sup>1</sup>



**NIGHTTIME**  
Your home will be powered by the grid.



**NET METERING**  
When your system produces more energy than what your home uses, your utility company may provide you a credit for excess energy sent to the grid.<sup>2</sup>

## Gain More Energy Independence

Ask your dealer about Sunnova financing for these additional products (where available):



Storage



EV Charger

## Your System is Making a Difference



**1,419**

Trees absorbed CO2



**9,578**

Gallons of gasoline consumed

## Sunnova Protect™ Platinum

With our 25-year Sunnova Protect Platinum<sup>3</sup> plan, you produce clean, renewable solar energy and we take care of the rest! We monitor your system for optimal performance and provide you access so you can view system production at any time. We take care of any repairs of the solar system under manufacturer's warranty for the Warranty Term. Also, we will repair system components out of manufacturer warranty, and we commit that your system will produce at least 85% of the guaranteed energy or we will refund or credit you the difference.

<sup>1</sup> Your home remains connected to the utility's electric grid, and this will provide electricity when your solar system does not produce enough to meet your needs such as at night or on cloudy days. In the event of a utility power outage, your solar system won't work.  
<sup>2</sup> Sunnova makes no guarantees regarding credit for net energy exported to the electric grid and states' policies regarding net metering may change over time. Connecticut Customers Only: net metering credits will continue until December 31, 2041, for electricity generated by residential solar photovoltaic systems installed before December 31, 2021. For residential solar photovoltaic systems installed in Connecticut on or after January 1, 2022, electricity generated by such systems will be purchased by electric distribution companies at a \$/kWh rate set by the Connecticut Public Utility Regulatory Authority. After December 31, 2041, electricity generated by all residential solar photovoltaic systems in Connecticut will be purchased by electric distribution companies at a \$/kWh rate set by the Connecticut Public Utility Regulatory Authority. Arizona Customers (Outside Salt River Project District) Only: The Arizona Corporation Commission has determined that the export rate that is in effect at the time of interconnection will remain in place for ten years from the time of interconnection. Sunnova agrees to reevaluate your contract, at the expiration of the ten-year period, under the then-prevailing export rate structure to determine if a reasonable adjustment should be made for the remainder of the Term. All adjustments must be agreed to in writing by both Parties and absent such agreement the original Agreement will remain effective.  
<sup>3</sup> Refer to your Limited Warranty agreement for your complete warranty terms and limitations, including the battery and specifications for energy retention over the life of the battery. If you entered into an Optional Services Agreement, the warranty, if any, for those Optional Services will be separate from the system warranty.



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## AGREEMENT AND INSTALLATION DETAILS

***Congratulations on going solar! Here are some key agreement terms and installation details:***

- **Installation:** Trinity Solar Trinity Solar will install a **4.050**-kilowatt solar power system on your home.
- **Estimated Production:** Your System is estimated to produce **5,111** kilowatt hours in the first year of service.
- **Cancellation:** You have 7 business days to cancel this agreement without any penalty
- **Activation:** Your installer will obtain the necessary building permits and utility approval for interconnection of your System. Once your System is installed, it must pass utility inspection before it may be turned on. This process could be delayed by factors out of your installer's control.
- **Savings:** Depending on the term of your agreement, you may have received a savings estimate. Any savings estimate is dependent on your utility rate and the energy usage information you provided us. If you change your usage, or if the utility changes its rate, that will affect your savings.
- **Coverage:** Your **Limited Warranty Agreement** contains information about your System maintenance and coverage. If you purchased any Optional Services, you may be provided a separate warranty for those services.
- **Term:** 25 years.
- **Payments:** Payments will begin the earlier of 30 days after the interconnection date or 60 days after the installation date. We'll send you a written notice to confirm your payment due date and amount.
- **Utility Bill:** Because you will still need to be connected to the electrical grid, you will receive two monthly electricity bills: one from **Eversource Energy (Formerly NSTAR Electric Company)** and one from Sunnova.
- **Arbitration:** This agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court, jury trials or class actions.
- **No Battery:** When the electric grid goes down, your System will shut off because it cannot send power back to the grid. During this time, you will not have backup power unless you purchase storage.
- **Transfer:** Provided that the new homeowner meets Sunnova's credit requirements, you may transfer your agreement upon the sale of your home. Please read your agreement for details and restrictions. The warranty coverage will transfer to the new homeowner. If you purchased a new roof in connection with this Agreement, you may transfer your rights and obligations under this agreement to the person who will be buying your home, upon payment of the portion of your balance owed under the credit agreement attributable to the roofing project, subject to our approval and consent. In some cases, the warranties for the roof and any other optional services may not be transferable to a new homeowner. Please consult the manufacturer's warranty for eligibility and restrictions.

The pricing provided in this Easy Own Plan™ equipment purchase agreement is valid until **May 3, 2023**

I have reviewed, understand, and agree with the above agreement terms and process.

Homeowner's Initials

*AD*  
Initial here.1

Homeowner's Initials

*ASDR*  
Initial here.3

**Sunnova Home Solar Service**  
Easy Own Plan™ Equipment Purchase

<b>BUYER NAME AND ADDRESS</b>	AMY DOWNEY 99 N DENNIS RD SOUTH YARMOUTH, MA 02664	<b>CO-BUYER NAME (IF ANY)</b>	AMY S DOWNEY RET
<b>INSTALLATION LOCATION</b>	99 N DENNIS RD SOUTH YARMOUTH, MA 02664	<b>CONTRACTOR</b>	Trinity Solar Trinity Solar
		<b>CONTRACTOR ADDRESS</b>	2211 Allenwood Road - Wall NJ 7719  License CA: 1072590; CT: 0635520; ELC.0195559-E1   DE: 2066600876; T1- 0005929   FL: CVC57148   MA: 170355; 21233A   MD: 132333; 11834   0491C   NH:0491C   NJ: 13VH01244300; Electrical Business Permit # 34EB01547400   NY: 52821-H; H.2409780100; L004203   PA: PA128551   RI: 39372 ; AC005040
<b>CONTRACT ID</b>	LZ005753030	<b>SALESPERSON</b>	David Dillon <b>HIS #:</b>  Address: Trinity Solar 2211 Allenwood Road - Wall NJ 7719  Sunnova License: MA184093

## RESIDENTIAL HOME IMPROVEMENT AGREEMENT FOR PHOTOVOLTAIC SYSTEM

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.**

**YOU MAY CANCEL THIS HOME IMPROVEMENT AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT ON THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS HOME IMPROVEMENT AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FOR, FOR AN EXPLANATION OF THIS RIGHT.**



## INTRODUCTION

This Residential Home Improvement Agreement (this "Home Improvement Agreement") is between Trinity Solar Trinity Solar ("Contractor," "we," "us," and "our") and you, the Buyer and any Co-Buyer named above, for the sale and installation of the photovoltaic solar system (the "System"), described below and optional additional services, purchased goods or equipment, if any, as described below and/or in **Annex A** ("Optional Services" and together with your System, the "Project") at your home (the "Property" or your "Home"). The terms "Buyer," "you," and "your" refer to the Buyer and any Co-Buyer, individually and jointly.

The Terms & Conditions of Sale are attached and are incorporated by this reference and made a part of this Home Improvement Agreement. The Terms & Conditions of Sale require the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted. Buyer has also entered into a Consumer Note with Sunnova Energy Corporation ("Creditor" or "Sunnova"). The Consumer Note is incorporated by this reference and made a part of this Home Improvement Agreement and is attached hereto as **Exhibit 2**.

Additionally, in connection with this Home Improvement Agreement and the Consumer Note, Buyer is also entering into an agreement with Contractor providing for certain operation and maintenance services and warranties for the System (collectively, the "Limited Warranty" or the "Warranty Agreement"), incorporated by this reference and made part of this Home Improvement Agreement and attached hereto as **Exhibit 3**. The Warranty Agreement for the System does not apply to the Optional Services. Contractor may subcontract with appropriately licensed and/or bonded subcontractors for the provision of Optional Services.

This Home Improvement Agreement, including its exhibits, the Consumer Note and the Warranty Agreement, is being sold to you by Trinity Solar, who may or may not also be your Contractor.

## KEY TERMS AND CONDITIONS

### 1. Contract Price

The Contract Price for the Project is \$24,415.53. The Contract Price for the Project includes sales tax of \$0.00.

The Contract Price for the Project includes (i) \$24,415.53 for the System plus the warranty agreement Sunnova Protect Platinum, and (ii) \$0.00 for Optional Services.

### 2. Finance Charge

You have chosen to finance all or a portion of the Contract Price by entering into a Consumer Note with Creditor. Pursuant to the terms of the Consumer Note, you agree to pay interest on the unpaid balance of that Contract Price at an interest rate of 3.99 %, (when payments are made by auto-ACH), in accordance with the terms and conditions provided in the Consumer Note.

### 3. Description of the System and Estimated Description of Significant Materials to be Used and Equipment to be Installed

DC STC Photovoltaic System	<b>4.050 kW</b>
Modules	<b>Qcells</b>
Inverter	<b>SolarEdge Technologies Inc.</b>
Monitor	<b>SolarEdge Technologies Inc.</b>

Your panels may be from any of our approved manufacturers (including, but not limited to, Canadian Solar, Q-Cell (Hanwha), Trina, Telesun, Boviet, Seraphim, LG Electronics, SolarWorld, Centro, Eco, Silfab and RECOM). Similarly, your inverter may be from SolarEdge or Enphase. Contractor may need to substitute any of the above-listed equipment depending upon availability and may need to change its list of approved manufacturers from time to time. Should the substitution of manufacturer equipment materially change the estimated production, size or cost of the System, either party may exercise the options available in Terms and Conditions of Sale, Section 1 below. Absent such material change, your Installer will inform you through the online portal MySunnova or in writing of your panel substitute equipment or manufacturer.



**Standard Components.** Racking and mounting components per Uniform Building Code. AC and DC disconnects per National Electric Code and Utility. Wiring, conduit and overcurrent protection per National Electric Code

**Standard Labor.** Design system and secure basic building or electrical permit (architectural, planning commission or other reviews are extra). Install specified system in good workmanlike manner. Complete and submit utility interconnection documents (if any). Coordinate building, electrical and utility inspections (as applicable).

**Optional Services.** Your Contractor (on its own or through appropriately licensed and/or bonded subcontractors) may provide you with certain additional optional services, purchased goods or equipment, which may include an electrical vehicle charger, generator, main panel upgrade, automatic transfer switches, load controllers, energy efficiency upgrades tree trimming, snow guard, critter guard or roof replacement and are collectively referred to as Optional Services. If you have purchased any of these Optional Services, the quantity and price is listed below and will be added to the Contract Price of your Project. Any removeable personal property purchased (i.e., electrical vehicle charger, generator, snow guard, or critter guard, (collectively "Purchased Goods") will also be included as security under the accompanying Consumer Note.

Product Name	Quantity	Contract Price
Y		

AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM AND OPTIONAL SERVICES, IF ANY.

**Buyer's Signature:** *AMY DOWNNEY*  
DocuSigned by: 3C15BB1188D7409

**Co-Buyer's Signature:** *AMY S DOWNNEY RET*  
DocuSigned by: 3C15BB1188D7409

**Communication Equipment.** During installation or at any time thereafter during the term of the Warranty Agreement, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. If you initial the space below, you consent to the installation of the Communication Equipment if, when and as needed.

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.

**Buyer's Initials**

**4. Downpayment**

You will be required to make a downpayment of \$0.00.

Contractor will not require progress payments to be made prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.** Since you have chosen to finance all or a portion of the Contract Price by entering into a Consumer Note with Creditor, payments under that Consumer Note are due to the Creditor pursuant to the terms of that Agreement.

**5. Approximate Start Date**

The work to be performed by Contractor pursuant to this Home Improvement Agreement shall commence within 3 days from the date that is the later of the date in which (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site (the "Commencement Date").

**6. Approximate Interconnection Date**





All work shall be completed as soon as possible, but in no event more than twelve (12) months from the Commencement Date, subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining the necessary building permits and utility approval for net metering and interconnection of your System. The Project shall be deemed completed upon the date the System is connected to the electrical grid (the "Interconnection Date").

#### 7. Notice to Owner

Any contractor or subcontractor who performs on the contract, or any materialman who provides home improvement goods or services and is not paid, may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.

#### 8. Permits

Contractor shall obtain any and all necessary construction-related permits. Owners who secure their own construction-related permits or deal with unregistered contractors shall be excluded from access to the Guarantee Fund.

#### 9. Registration

All home improvement contractors and subcontractors shall be registered by the Office of Consumer Affairs and Business Regulation. Any inquiries about a contractor or subcontractor relating to a registration should be directed to:

Office of Consumer Affairs and Business Regulation  
 Ten Park Plaza, Suite 5170  
 Boston, MA 02116  
 Phone: (617) 973-8700

#### 10. List of Documents that are Incorporated into this Home Improvement Agreement:

- EXHIBIT 1: Notice of Cancellation (7-day Right to Cancel);
- EXHIBIT 2: Consumer Note;
- EXHIBIT 3: Limited Warranty Agreement. Sunnova Protect Platinum;
- EXHIBIT 4: Assignment and Release;
- EXHIBIT 5: Renewable Energy Certificates Purchase Agreement; and
- ANNEX A: Optional Services.

#### 11. Notice of Right to Cancel.

**You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight OF THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT**

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.**

**Buyer's Name: AMY DOWNEY**

Signature:

DocuSigned by:  

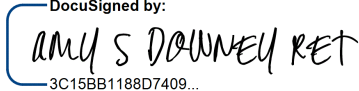

Date:

3C15BB1188D7409...  
 May 3, 2023 | 12:13 EDT

**Co-Buyer's Name (if any): AMY S DOWNEY RET**



**Sunnova Home Solar Service**  
Easy Own Plan™ Equipment Purchase

Signature:   
Date: 3C15BB1188D7409...  
May 3, 2023 | 12:12 EDT

**Contractor:** Trinity Solar  
Trinity Solar

Signature: *Bill Condit*

Date: May 3, 2023

*\*To be signed when Buyer decides to purchase*

COPY VIEW





## TERMS & CONDITIONS OF SALE

### 1. Changes, Permits & Incentives

You acknowledge that the figures provided by us in this Home Improvement Agreement are estimates. Actual system size and production will vary, and the estimated items or prices are subject to a final site survey or engineering audit. If the Contractor determines, after the final site survey or engineering audit of your Home, that a revised estimate of the System's (i) size; (ii) total cost; or (iii) annual production is appropriate, it may require a change order or amendment signed by both parties. No amendment or change order will be required if both (i) the revised estimate of the System's annual production, and (ii) the revised estimate of the System's size are within 10% of the original estimates. You agree that Contractor will not have any financial obligation to you regarding any difference between actual figures and the estimated figures presented in this Home Improvement Agreement.

Contractor will obtain any necessary permits. Contractor shall not be responsible for delays in work due to actions for any permitting and regulatory agencies or their employees. You will pay Contractor for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities, either by paying Contractor directly within a reasonable time of notification of the amount, or by financing the amounts through execution of a modification to the Consumer Note.

Contractor shall obtain any and all necessary construction-related permits, as the owner's agent. Owners who secure their own construction-related permits or deal with unregistered contractors shall be excluded from access to the Guaranty Fund. For purposes of this provision, "Guaranty Fund" means the Residential Contractor's Guaranty Fund established under the Massachusetts Home Improvement Contractor Law to compensate owners for actual losses incurred as a result of registered contractor or subcontractor conduct which has been found by a court of competent jurisdiction to be work performed in a poor or unworkmanlike manner, or which is a common law violation or a violation of any statute or regulation designed for the protection of consumers.

You may be eligible for a federal solar investment tax credit. You acknowledge that to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for you receiving any particular amount of tax credits related to the System and nothing in this Home Improvement Agreement is intended to be used, or may be used, as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors.

Depending on the state and utility district where you reside, you may be eligible for various state and local rebates and incentives. The rebate and incentive calculations Contractor provides are only estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Project. Actual rebates and incentives are variable as eligibility requirements, funding availability and rates may change.

You agree to pay the Contract Price, regardless of the actual amount of rebates and/or incentives you receive.

In connection with this Home Improvement Agreement, you agree to execute the accompanying Assignment and Release (Exhibit 4), by which you assign to the Sunnova Energy Corporation ("Sunnova") all green tags or carbon offset credits, renewable energy credits (RECs), capacity rights, and/or all tradable energy or environmental commodities arising from or resulting from the System and its components, as further described in the Assignment and Release. Further, you authorize Provider to enter into energy management or other similar programs as more fully described in the Assignment and Release.

In addition, you agree to execute the attached Renewable Energy Credits Purchase Agreement (Exhibit 5) so Sunnova can enroll your System in the Massachusetts Renewable Energy Portfolio Standard ("RPS") program (the "Program"). Sunnova will pass any payment received for the RECs generated by your System to you ("REC Payment"), net of a deduction of Sunnova's management fee of thirty percent (30%), in which fee is for handling the enrollment,



**Sunnova Home Solar Service**  
Easy Own Plan™ Equipment Purchase

reporting, and maintenance associated with the Program and/or Registry, including any expenses incurred. The REC Payment will be disbursed to you on an annual basis within 60 days following the close of a calendar year, via a method of Sunnova's choosing, such as an on-bill credit, or a debit cash card.

**If you do not wish to participate in Sunnova's Managed REC service, you must opt out prior to System installation through the MySunnova online portal. For further assistance please call 1-866-SUNNOVA.**

**2. Commencement of Construction Schedule and Schedule of Progress Payments**

Contractor reserves the right to cancel the Home Improvement Agreement prior to the commencement of work, based on unavailability of equipment, unforeseen engineering problems, acts of public utilities agencies not related to Contractor's performance (i.e. Code modification), or other contingencies unforeseen by Contractor and beyond its reasonable control, provided, however, that Contractor shall then be obligated to return any deposits/downpayments paid to Contractor to the date of said cancellation.

Upon satisfactory payment for any portion of the work performed, Contractor shall furnish to Buyer a full and unconditional release from any claim or mechanic's lien pursuant to applicable law for the portion of the work for which payment has been made.

**You have chosen to finance all or a portion of the Home Improvement Agreement price by entering into a Consumer Note between you and Creditor (see Exhibit 2).** You have agreed to have Creditor finance the amount identified in Section 1 of the Key Terms and Conditions cover sheet or any applicable amendment or change order.

**3. Property Conditions**

You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System. You agree that Contractor is not responsible for any known or unknown property conditions.

DocuSigned by:

DocuSigned by:

AMY DOWNEY

3C15BB1188D7409...

Co-Buyer's Signature:

AMY S DOWNEY RET

3C15BB1188D7409...

Contractor is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

You grant to Contractor and its employees, agents, and subcontractors the right to reasonably access all of the Property as necessary for the purpose of (i) constructing and installing the Project or making any additions to the Project; (ii) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the construction, installation, interconnection, or servicing of the Project.

**4. Cost or Delay due to Unforeseen Conditions**

Contractor is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of a Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Contractor's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Contractor's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than



Contractor including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Contractor or under its control.

Performance times under this Home Improvement Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Contractor discovers unforeseen conditions requiring additional cost, then Contractor shall present such costs to you and get your approval before beginning or continuing performance. Failure to provide such approval may result in Contractor exercising its termination rights pursuant to this Home Improvement Agreement.

## 5. Termination and Default

Contractor may terminate this Home Improvement Agreement, upon three (3) calendar days written notice for any breach by Buyer, for any failure of Buyer to agree to an appropriate change order, for any failure of Buyer to pay Contractor any amount due, for any bankruptcy or financial distress of Buyer, or for any hindrance to Contractor in the performance process.

Without limiting any of Contractor's other rights and remedies, upon breach by Buyer, including any failure of Buyer to pay Contractor any amount due, Contractor shall have a right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Buyer for any amounts payable under this Home Improvement Agreement; (iii) recover all amounts due under this Home Improvement Agreement for services provided through the date of termination; (iv) remove any System materials or equipment from the Property; (v) submit to credit reporting agencies negative credit reports that would be reflected on your credit record; and (vi) any other legal remedies including but not limited to mechanics' liens or similar remedies.

If you are in default under this Home Improvement Agreement, you are also in default under the Consumer Note and the Warranty Agreement. If you are in default under the Consumer Note or the Warranty Agreement, you are also in default under this Home Improvement Agreement.

If you or Contractor terminate or cancel this Home Improvement Agreement prior to the

Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date), the Consumer Note and the Warranty Agreement will also terminate. If you or Creditor or Contractor terminate the Consumer Note or the Warranty Agreement, respectively, prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date), this Home Improvement Agreement will also terminate.

## 6. Insurance

### Contractor

Contractor carries workers' compensation and public liability insurance for all employees, and the insurance applies to the work to be performed under this contract.

### Buyer

The value of the Project shall be added to the building value on your homeowners' insurance policy. Contractor, and its assignees, shall be added as a loss payee by endorsement to your homeowner's insurance policy.

## 7. Change Orders

You may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or change orders become part of the Home Improvement Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe (i) the scope of the extra work or change; (ii) the cost to be added or subtracted from the Home Improvement Agreement; and (iii) the effect the order will have on the Interconnection Date. Notwithstanding this provision, Contractor shall have the right to substitute System equipment without Buyer's agreement, so long as that substitution does not affect the System's production or size by more than is permitted without a change order or amendment under Section 1 of this Home Improvement Agreement. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.



## 8. Arbitration of Disputes

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section, the words “you” and “your” mean any person signing this Home Improvement Agreement as a Buyer or Co-Buyer. Unless the context requires otherwise, the words “we,” “us” and “our” mean the Contractor named above and any assignee of this Home Improvement Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Home Improvement Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a “Dispute”) shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Home Improvement Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “Rules”) by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at [www.adr.org](http://www.adr.org). The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the

commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee, except where prohibited by law. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney’s fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Home Improvement Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Home Improvement Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or of this Section is found to be





unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT

TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THIS AGREEMENT OR THIS SECTION) SHALL BE DECIDED BY THE ARBITRATOR.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY

RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION). AS USED HEREIN, THE PHRASE "SMALL CLAIMS COURT" MEANS AND IS INTENDED TO BE LIMITED TO THOSE COURTS THAT HAVE JURISDICTION TO HEAR CIVIL LAWSUITS LIMITED TO DISPUTES WITH A TOTAL AMOUNT IN CONTROVERSY OF SEVEN THOUSAND DOLLARS (\$7,000) OR LESS, OR OTHER AMOUNT AS MAY BE ESTABLISHED UNDER GOVERNING LAW.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS.

THE CONTRACTOR AND THE HOMEOWNER HEREBY MUTUALLY AGREE IN ADVANCE THAT IN THE EVENT THE CONTRACTOR HAS A DISPUTE CONCERNING THIS CONTRACT, THE CONTRACTOR MAY SUBMIT SUCH DISPUTE TO A PRIVATE ARBITRATION SERVICE WHICH HAS BEEN APPROVED BY THE DIRECTOR OF THE EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATIONS AND THE CONSUMER SHALL BE REQUIRED TO SUBMIT TO SUCH ARBITRATION AS PROVIDED IN M.G.L. c. 142A.



DocuSigned by:  
 Buyer's Signature: *AMY DOWNNEY*  
3C15BB1188D7409...  
 Co-Buyer's Signature: *AMY S DOWNNEY RET*  
3C15BB1188D7409...  
 Contractor: Trinity Solar  
 Trinity Solar  
 Signature: *Bill Condit*  
 Date: May 3, 2023

The signatures of the parties to the arbitration provision apply only to the agreement of the parties to alternate dispute resolution initiated by the contractor. The owner may initiate alternative dispute resolution even where the arbitration section is not signed separately by the parties.

**9. Governing Law**

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Home Improvement Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Home Improvement Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

**10. Limited Warranty**

You understand that the System is warranted under the terms of the Warranty Agreement (see **Exhibit 3**) and that, to the full extent permitted by state law, there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, suitability, or performance of the System or its installation. Upon receipt of payment in full under this Home Improvement Agreement, all warranties that are provided by manufacturers of equipment used in the System will be transferred directly to you. You understand that Contractor has no responsibility with respect to such warranties other than to transfer them to you. The Warranty Agreement for the System does not

apply to the Optional Services.

**11. Indemnity**

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Contractor, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your breach of this Home Improvement Agreement or your or any of your agents, employees, household members, family members, tenants, invitees, tenant's invitees, assignees, or independent contractors negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Home Improvement Agreement.

**12. Waiver**

Any delay or failure of a party to enforce any provisions of this Home Improvement Agreement, including but not limited to any remedies listed in this Home Improvement Agreement, or to require performance by the other party to any of the provisions of this Home Improvement Agreement, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this Home Improvement Agreement.

**13. Headings and Interpretation**

The headings in this Home Improvement Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may give examples, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Home Improvement Agreement.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only





those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturday, Sundays and holidays should be excluded.

#### 14. Notice of Changes

You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your home that would impact the System or impact your security interest in the System.

#### 15. No Oral Agreements

**THIS WRITTEN HOME IMPROVEMENT AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING YOUR PURCHASE AND OUR SALE OF THE SYSTEM ON CREDIT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

#### 16. Seven-Day Right to Cancel

You have the right to cancel this Home Improvement Agreement within seven business days after you sign this Home Improvement Agreement. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Contractor at Contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the Home Improvement Agreement that includes this notice. Include your name, your address and the date you received the signed copy of the Home Improvement Agreement and this notice.

If you cancel, Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to Contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this Home Improvement Agreement or sale. Or, you may, if you wish, comply with Contractor's instructions on how to return the goods at Contractor's expense and risk. If you do make the goods available to the Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to

Contractor and fail to do so, then you remain liable for performance of all obligations under the Home Improvement Agreement.

#### 17. Registration

**ALL HOME IMPROVEMENT CONTRACTORS AND SUBCONTRACTORS SHALL BE REGISTERED BY THE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION. ANY INQUIRIES ABOUT A CONTRACTOR OR SUBCONTRACTOR RELATING TO A REGISTRATION SHOULD BE DIRECTED TO:**

Office of Consumer Affairs and Business Regulation  
 Ten Park Plaza, Suite 5170  
 Boston, MA 02116  
 Phone: (617) 973-8700

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 VIEW



**18. Signatures**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.**

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT. KEEP IT TO PROTECT YOUR RIGHTS.**

**YOU HAVE RIGHTS UNDER THE PROVISIONS OF THE MASSACHUSETTS HOME IMPROVEMENT CONTRACTOR LAW, MASSACHUSETTS GENERAL LAWS CH. 142A, AND REGULATIONS.**


**You are entitled to a completely filled in copy of this agreement.**

**Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge.**


**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.**

**Buyer's Name: AMY DOWNEY**

Signature:   
Date: DocuSigned by:  
3C15BB1188D7409  
May 3, 2023 | 12:13 EDT

**Co-Buyer's Name (if any): AMY S DOWNEY RET**

Signature:   
Date: DocuSigned by:  
3C15BB1188D7409...  
May 3, 2023 | 12:12 EDT

**Contractor: Trinity Solar  
Trinity Solar**

Signature: *Bill Condit*  
Date: May 3, 2023



**EXHIBIT 1**  
**NOTICE OF CANCELLATION**

THE LAW REQUIRES THAT, BEFORE A CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE. The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

**DATE OF SALE:** May 3, 2023 | 12:13 EDT

**NOTICE TO RETAIL BUYER/OWNER:** YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER/HOME REPAIR CONTRACTOR OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN MIDNIGHT OF THE SEVENTH BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER/HOME REPAIR CONTRACTOR YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS NOTICE IS PROVIDED BY THE RETAIL SELLER/HOME REPAIR CONTRACTOR FOR YOUR RECORDS.

If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

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

To cancel this transaction, e-mail, mail, fax, deliver, or send a telegram containing a signed and dated copy of this cancellation notice, or any other written notice specifically indicating your intention not to be bound by this transaction to: Trinity Solar at 2211 Allenwood Road - Wall NJ 7719, not later than MIDNIGHT of the seventh business day following the sale.

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

**Buyer's Signature:**

**Co-Buyer's Signature:**

\_\_\_\_\_  
AMY DOWNEY

\_\_\_\_\_  
AMY S DOWNEY RET



**EXHIBIT 1**

**NOTICE OF CANCELLATION (DUPLICATE)**

THE LAW REQUIRES THAT, BEFORE A CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE. The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

**DATE OF SALE:** May 3, 2023 | 12:13 EDT

NOTICE TO RETAIL BUYER/OWNER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER/HOME REPAIR CONTRACTOR OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN MIDNIGHT OF THE SEVENTH BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER/HOME REPAIR CONTRACTOR YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS NOTICE IS PROVIDED BY THE RETAIL SELLER/HOME REPAIR CONTRACTOR FOR YOUR RECORDS.

If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

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

To cancel this transaction, e-mail, mail, fax, deliver, or send a telegram containing a signed and dated copy of this cancellation notice, or any other written notice specifically indicating your intention not to be bound by this transaction, to: Trinity Solar at 2211 Allenwood Road - Wall NJ 7719, not later than midnight of the seventh business day following the sale.

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

**Buyer's Signature:**

**Co-Buyer's Signature:**

\_\_\_\_\_  
AMY DOWNEY

\_\_\_\_\_  
AMY S DOWNEY RET



**EXHIBIT 2**  
**CONSUMER NOTE**

**TRUTH IN LENDING DISCLOSURES**

<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate <b>4.48 %</b>	The dollar amount the credit will cost you <b>\$17,594.88</b>	The amount of credit provided to you or on your behalf <b>\$24,415.53</b>	The amount you will have paid when you have made all scheduled payments <b>\$42,010.41</b>	The total cost of your purchase on credit including your down payment of <b>\$0.00 is, \$42,010.41.</b>

**Security.** You are giving a security interest in the System and Purchased Goods you are purchasing from us.

**Late Charge.** If a payment is not received within 10 days after it is due, you will be charged \$10.00.

**Prepayment.** If you pay off early you will not have to pay a penalty, and you will not be entitled to a refund of part of the prepaid finance charge.

See the rest of this Agreement for additional information about nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

*\*\*All numeric disclosures except the late payment disclosure are estimates.*

**PAYMENT SCHEDULE**

Payments	Amount of Each Payment	When Payments Are Due
<b>1-18</b>	\$100.12	Monthly, beginning at least 30 calendar days after the earlier of the following dates: (i) the Interconnection Date, or (ii) the date that is 60 days after installation of the System is complete.
<b>19-300</b>	\$142.58	Monthly thereafter



**NOTICE TO BUYER:**

**ITEMIZATION OF THE AMOUNT FINANCED**

1. Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in.
2. You are entitled to a completely filled-in copy of this Agreement.
3. You can prepay the full amount due under this Agreement at any time.
4. If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.
5. Depending on your agreement with the contractor, rebates may be paid either directly to you or to the contractor. Creditor does not guarantee any rebate amount. If your actual rebate is lower than amount estimated here, your actual Amount Financed will be higher.

1. Cash Price (for the Project, including the photovoltaic solar system and battery, all applicable installation fees, accessories, mounting hardware, and attachments and the Optional Services as described in the Home Improvement Agreement and/or Annex A)*	\$24,415.53
*Does not include applicable sales or excise taxes	
2. Sales and/or Excise Tax	\$0.00
3. subtotal of above (1 plus 2)	\$24,415.53
4. Amount to be paid by you to public officials for official fees	\$ 0.00
5. Subtotal of all of the above (3 plus 4)	\$24,415.53
6. Cash Down Payment	\$0.00
7. Rebate	\$0.00
8. Other credit towards Cash Price	\$0.00
a:	\$0.00
b:	\$0.00
9. Prepaid Finance Charge	\$0.00
10. Amount Financed (5 minus 6 minus 7 minus 8 minus 9)	\$24,415.53

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE TOTAL SALES PURCHASE PRICE, MONTHLY PAYMENT SCHEDULE, NOTICES TO THE BUYER AND THE ITEMIZATION OF THE AMOUNT FINANCED.

DocuSigned by:  
 Buyer's Signature: *AMY DOWNNEY*  
 DocuSigned by:  
 Co-Buyer's Signature: *AMY S DOWNNEY RET*  
3C15BB1188D7409...





**Sunnova Home Solar Service**  
 Easy Own Plan™ Equipment Purchase

<b>BUYER NAME AND ADDRESS</b>	AMY DOWNEY 99 N DENNIS RD SOUTH YARMOUTH, MA 02664	<b>CO-BUYER NAME (IF ANY)</b>	AMY S DOWNEY RET
<b>INSTALLATION LOCATION</b>	99 N DENNIS RD SOUTH YARMOUTH, MA 02664	<b>CREDITOR</b>	Sunnova Energy Corporation
<b>CONTRACT ID</b>	LZ005753030	<b>CREDITOR ADDRESS</b>	PO Box 56229 Houston, TX 77256

## INTRODUCTION

You, the Borrower and any Co-Borrower named above, agree to buy the photovoltaic system described below (also referred to as the "System") as described in the Residential Home Improvement Agreement (the "Home Improvement Agreement"), and the optional additional services or equipment, if any ("Optional Services" and together with your System, the "Project") with the proceeds of the loan as described in this Consumer Note ("Consumer Note"). The Optional Services may include certain removable personal property such as an electrical vehicle charger, generator, snow guard, or critter guard (collectively "Purchased Goods"). Further description and/or warranties for the Optional Services are provided in **Annex A** and are not included in the Warranty Agreement for the System.

The cash price (excluding applicable sales and excise taxes) for the Project (including the costs of installation) is shown in the preceding Truth in Lending Disclosures in the "Itemization of the Amount Financed" as "Cash Price." By signing below, you represent that you have been quoted only one Cash Price for the Project.

Further description and/or warranties for the Optional Services are provided in **Annex A** and are not included in the Warranty Agreement for the System.

The credit price is shown in the preceding Truth-in-Lending Disclosures as the "Total Sale Price". By signing this Agreement. You choose to buy the System and overall Project on credit as described in this Agreement.

You understand that the Contractor may transfer this Agreement to another person. In this Consumer Note, the words "Creditor," "we," "us," "our," and "Sunnova" refer to **Sunnova Energy Corporation**, the Creditor named above, and any subsequent assignee of this Agreement. "You" and "your" refer to the Borrower and any Co-Borrower named above, individually and jointly. This Consumer Note requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

This Consumer Note is sold to you by Trinity Solar. Trinity Solar is a salesperson only in this transaction and is not your Contractor.

The System and Project will be located at the Installation Location listed above (your "Property" or your "Home") and includes all applicable accessories, mounting hardware, and attachments, as described more fully in the Home Improvement Agreement and/or **Annex A** if any, between you and the Contractor.

## TERMS AND CONDITIONS

### 1. Payments

**Promise to Pay.** In order to enable you to pay for the purchase and installation of the System at your Property, in accordance with the Solar System Sales Agreement accompanying this Consumer Note, you promise to pay **\$24,415.53**, the Amount Financed shown above (the "Principal"), plus interest at the rate of **3.99 %**, (when payments are made by auto-ACH), to the order of the Creditor. The Creditor is Sunnova

Energy Corporation.

You understand that the Creditor may transfer this Consumer Note. The Creditor or anyone who takes this Consumer Note by transfer and who is entitled to receive payments under this Consumer Note is collectively referred to in this Agreement as "Creditor."

Interest will begin to accrue on the unpaid Principal beginning on the earlier of the date the System has been connected to the electrical grid (the "Interconnection Date"), or the date that is



60 days after the installation of the System is complete, and interest will continue to accrue thereafter for each day we are owed any Principal under this Agreement.

You may be eligible for a federal solar investment tax credit. You acknowledge that to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for you receiving any particular amount of tax credits related to the System and nothing in this Security Agreement is intended to be used as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors.

**Covered Payment Dates.** You will pay Principal and interest charges for 300 monthly installments (the "Loan Term"). The first payment due date will be at least thirty (30) calendar days after the earlier of the Interconnection Date or the date that is 60 days after the installation of the System is complete. All other required monthly payments will be due on the same day of each following month as the first payment due date. For example, if the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date) occurs on March 17, the first payment due date would be on or after April 16. As another example, if the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date) occurs on March 27, the first payment due date would be on or after April 26. All other required monthly payments would be due on the same day of the following months. We will send you prior written notice of the first payment due date and amount.

**How Payments are Applied.** We will apply payments, including without limitation required monthly payments, the Additional Payment as described below (if any), any optional prepayments, and other amounts we receive first towards unpaid charges, such as late charges; then to any accrued but unpaid interest; then to any past due Principal; then to the current month's interest due; then to the current month's Principal due; before applying any such amounts towards the unpaid Principal.

We have provided you with a payment schedule in **Schedule 1**. On each payment due date, you will pay at least the Total Amount Due under this

Agreement. The "Total Amount Due" will be the sum of all past due amounts plus your Current Monthly Payment. You agree to make all payments in U.S. dollars. Because interest accrues for each day we are owed any Principal, if we do not receive your required monthly payments on or before their exact scheduled due dates, the final payment amount may be more than the final payment disclosed in **Schedule 1**.

**Month 18 Additional Payment.** For the eighteenth (18<sup>th</sup>) Payment Date, you may choose to make an additional payment of **\$7,324.66**, (the "Additional Payment"). At least 30 days before it is due, we will notify you of the optional Additional Payment amount, as well as the amount of your nineteenth (19<sup>th</sup>) and all future payments if you choose not to make the Additional Payment. If you choose to make that Additional Payment, you must either separately authorize that payment automatically from your checking account, or you must make that payment in the form of cash or a check sent to us at Creditor Address, specified above, or to any other address or person specified in a written notice we send to you, so that we receive the payment by the due date. You must also make your scheduled monthly payment along with that Additional Payment.

If you make your scheduled monthly payment plus the Additional Payment, we will forgive, and you will not be obligated to pay, the interest due on that Additional Payment amount (the "Deferred Interest"), the amount of which is \$438.38.

Your remaining scheduled monthly payments will then be in the same amount as your initial 18 monthly payments.

If you choose not to make the Additional Payment, the amount of your remaining monthly payments, beginning with the nineteenth (19<sup>th</sup>) payment, will be calculated based on an amortization of the Principal balance remaining at that time plus the interest due on that Additional Payment amount. As such, your remaining scheduled monthly payments will likely be larger than your initial 18 monthly payments.

For more information about your scheduled payments, and how making the Additional Payment will affect your scheduled monthly payments, see **Schedule 1**.



**Making Your Payments.** You agree to make all monthly payments through an automatic payment from your checking account, in order to receive as an incentive credit in your monthly payments, reducing those payments by \$10 per month. Alternatively, you may choose to make your payments in the form of cash or a check, in which case you will be required to pay standard payments \$10 higher than the credit incentive payments. You agree to send payments to us at Creditor Address, specified above, or to any other address or person specified in a written notice we send to you. For more information about how the \$10 credit incentive will affect your monthly payments, see **Schedule 1**.

## 2. Prepayments

You may prepay in full or in part amounts due under this Agreement at any time before those amounts are due without penalty. A “prepayment” is any amount paid in excess of the total amount due at the time of payment.

If you pay in full all amounts owed under this Agreement before all amounts are due (a “Full Prepayment”), the Warranty Agreement you have entered into in connection with the System and this Agreement (attached as **Exhibit 3** to the Solar System Sales Agreement) will not be canceled, and you will not be entitled to any refund in connection with the Warranty Agreement. Please see the Warranty Agreement for information about its possible termination or cancellation, and about any applicable refund or rebate (if any) that might be available to you if the Warranty Agreement is terminated or canceled.

If you prepay some but not the entire amount due under this Agreement (each a “Partial Prepayment” and collectively all such partial prepayments “Partial Prepayments”), the Partial Prepayments will not affect the dollar amount or the due date of the required regular monthly payments (other than the amount of the final payment) unless we specifically agree in writing to a change to the payment schedule. However, if you make any Partial Prepayments prior to the due date of the nineteenth (19<sup>th</sup>) Payment Due Date and choose not to make the Additional Payment described above, that Partial Prepayment may result in lowering the amount of the remaining monthly payments, beginning with the nineteenth (19<sup>th</sup>) payment. As indicated above, we will notify you of the optional Additional Payment amount, the amount of interest forgiven, the amount of your nineteenth

(19<sup>th</sup>) payment if you choose not to make the Additional Payment, and the amount of your remaining monthly payments at least 30 calendar days in advance of the due date of that nineteenth (19<sup>th</sup>) payment.

## 3. Voluntary Automatic Payments

If you choose to have your payments made automatically every month from your checking or savings account, you will receive as an incentive a credit applied to your monthly payments of \$10 per month. You acknowledge that it is your responsibility to ensure that automatic payments are made on time. If you do not have sufficient funds in your account, or your bank has placed a hold on your account, the payment may not be made on time. If we cannot automatically deduct the funds from your account, or you or we end the voluntary automatic payment, the \$10 monthly credit or other incentive will end.

## 4. Late Charge

**If we do not receive a required payment within ten (10) calendar days after the due date, you promise to pay a late charge of the lesser of \$10 or 5% of the amount of the late payment.** However, we will not impose any late charge for a payment if the charge is attributable solely to your failure to pay a late charge on a prior payment, so long as the payment is otherwise a periodic payment in the amount due that is received by its due date.

## 5. Returned Payment Charge

If any check, draft, or like instrument you give us is returned unpaid by a depository institution, we will charge a returned payment charge of \$15 for each returned payment. This returned payment charge will be due and payable to us immediately upon demand.

## 6. Security Interest

To secure your obligations under this Agreement, you give us a purchase-money security interest in the System and Purchased Goods, including without limitation all additions to and replacements of any part of the System and Purchased Goods, whether existing now or in the future, all money or goods (proceeds) paid, delivered, or payable or deliverable for or in connection with the System and/or Purchased Goods, such as proceeds you receive from selling the System and/or Purchased Goods, and all System and Purchased Goods warranties. You assign us your rights and



remedies under any System and Purchased Goods manufacturer's warranties, including your rights to rebates, refunds, and another money or goods paid, delivered, or payable or deliverable in connection with such System and Purchased Goods manufacturers' warranties for the entire terms of this and the Warranty Agreement. The security interest secures payment of all amounts owed under this Agreement and performance of your other promises in this Agreement.

**You acknowledge an express intent to grant us a security interest in the System and Purchased Goods and their components and hereby waive and abandon all personal property exemptions that might apply to the System and Purchased Goods.**

You agree the System and Purchased Goods are not "fixtures" attached to your principal residence. You agree that the System and Purchased Goods are not a fixture or designed to be permanently or semi-permanently attached to or incorporated into real property or any other property you use as your residence and are instead designed to be readily removable from your residence. We disclaim any mechanic's or materialman's or similar lien to which we might otherwise be entitled by law as a result of or in connection with this Agreement with respect to (1) your principal residence and (2) any part of the System that is attached to or that becomes part of your principal residence.

## 7. Protecting the Security Interest

We may choose to file financing statements and other notices to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing statements, continuation statements, amendment statements, termination statements, and other notices, pursuant to the Uniform Commercial Code ("UCC") and other applicable law, in form satisfactory to us, to evidence our security interest. You agree to cooperate with us to assist us in protecting our security interest. You also promise to pay our costs, including but not limited to any attorneys' fees we incur in protecting or enforcing our security interest and rights in and relating to the System, the Purchase Goods, and this Agreement, upon our request to the extent permitted by applicable law.

## 8. Use of the System

Until all amounts owed under this Agreement are paid in full, you promise you will:

- (i) use the System and Purchased Goods carefully, keep them in good repair, free from animal infestation, and use reasonable efforts to avoid damage to the System and Purchased Goods;
- (ii) follow all safety warnings and installation and operation instructions included in the documentation we provide you for the System and Purchased Goods;
- (iii) only have the System repaired pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
- (iv) perform your obligations under the Warranty Agreement and not take or fail to take any action that would cause the Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;
- (v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;
- (vi) keep the panels and modules clean, pursuant to the Warranty Agreement and the Solar Service Guide;
- (vii) not modify your Home or landscaping in a way that shades the System;
- (viii) be responsible for any conditions at your Home that affect the installation and operation of the System keep the panels and modules clean, pursuant to the Warranty Agreement and the Solar Service Guide; (e.g. not blocking access to the roof or removing a tree that is in the way);
- (ix) be responsible for the structural integrity of the Home where the System and Purchased Goods are installed, including the structural or electrical modifications necessary to prepare you Home and roof. You agree that we are not responsible for any known or unknown property conditions;





**Sunnova Home Solar Service**  
 Easy Own Plan™ Equipment Purchase

DocuSigned by:  
 Buyer's Signature: *AMY DOWNNEY*  
 DocuSigned by:  
 Co-Buyer's Signature: *AMY S DOWNNEY RET*

- (x) not remove any markings or identification tags on the System or Purchased Goods;
- (xi) permit us, after we give you reasonable notice, to inspect the System and Purchased Goods for proper operation as we reasonably determine necessary;
- (xii) use the System and Purchased Goods primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiii) not do anything, permit or allow to exist any condition or circumstance that would cause the System and/or Purchased Goods not to operate as intended at the Property;
- (xiv) not use the System and/or Purchased Goods for any unlawful purpose
- (xv) notify us if you think the System and/or Purchased Goods are damaged or appears unsafe, or are stolen, and prior to changing your power supplier;
- (xvi) obtain our written permission before making any changes to the System and/or Purchased Goods;
- (xvii) not sell, transfer, or lease the System and/or Purchased Goods, except for as provided in Section 20 below, or use either as security for a loan from another creditor;
- (xviii) not allow any other security interest or lien to attach to the System and/or Purchased Goods, whether by your action, inaction, or operation of law;
- (xix) give us written notice of any third party's claim to the System and/or Purchased Goods (including any part of the System and/or Purchased Goods) or any third party's attempt to repossess, foreclose on, or sell the System and/or Purchased Goods (including any part of the System and/or Purchased Goods), promptly after you first discover or have reason to suspect such a third-party claim or attempt;
- (xx) permit us access to data regarding your energy consumption from your electric

provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;

- (xxi) return signed any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them; and
- (xxii) procure and maintain adequate insurance coverage for the System and Purchased Goods. **You may obtain this insurance from anyone you want.**

## 9. Property Taxes and Fees

You promise to pay all taxes and fees (such as registration fees and personal property taxes) due on the System and Purchased Goods. If you do not pay the taxes or fees on the System and Purchased Goods when due, we may pay these obligations, but we are not required to do so. Any money we spend for taxes or fees may be added to the unpaid balance owed under this Agreement, and you agree to pay interest on those amounts at the annual rate described in Section 1 above (or, if applicable, at any lower rate required by applicable law). If we add amounts for taxes or fees to the unpaid balance owed under this Agreement, we may increase the dollar amount of the required monthly payments to pay the amounts added within the remaining term of this Agreement.

## 10. Title and Risk of Loss

Title to the System and Purchased Goods shall transfer to you on the Interconnection Date. After delivery of the System equipment and materials and Purchased Goods to your property, other than damages directly resulting from our actions, you bear risk of loss to the System and Purchased Goods for all causes of loss not covered under the Warranty Agreement and for all losses occurring after the end of the warranty period provided therein. As between you and Creditor, Creditor shall retain all intellectual property rights and access to any data generated by the monitoring system.

## 11. Default

You will be in default if your default is material and consists of: (a) your failure to make any required payment in full when such payment is due or; (b) the occurrence of an event which substantially impairs the value of the System or the Purchased Goods. I.



If you are in default, and subject to your right to cure the default under applicable law, we may declare the entire unpaid balance immediately due, including all accrued interest, late charges, and other amounts owed. We also may refuse to disburse additional principal if a non-monetary event of default occurs prior to any scheduled principal disbursement. We do not have to give you notice of default or notice of acceleration unless required by applicable law. If we accept a late or partial payment, we do not waive the right to acceleration under this Agreement, whether or not we have already exercised our acceleration right. If we exercise our acceleration right, interest will continue to accrue on the unpaid Principal at the annual rate described in Section 1 above, until all amounts due under this Agreement have been paid in full.

If you are in default under this Agreement, you are also in default under the Solar System Sales Agreement and the Warranty Agreement. If you are in default under the Solar System Sales Agreement or the Warranty Agreement, you are also in default under this Agreement.

If you or Creditor terminate this Agreement prior to the payment of all amounts owed under this Agreement, the Solar System Sales Agreement and the Warranty Agreement will also terminate.

## 12. Additional Action After Default

Where permitted by law, if you are in default, in addition to the acceleration right discussed in Section 11 above, we may: (a) take possession of the System and/or Purchased Goods; (b) disable or disconnect the System; (c) submit to credit reporting agencies negative credit reports that would be reflected on your credit records; (d) notify the Provider under the Warranty Agreement and receive from the Provider any and all payments that otherwise would be due to you under the Warranty Agreement (e.g., power production guarantee payments); and (e) exercise any other legal or equitable remedy or right we may have when you are in default. If we take possession of the System and/or Purchased Goods, we may resell the System and/or Purchased Goods and apply the proceeds of such a resale to the amounts owed under this Agreement. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

You agree to pay any attorney (who is not our

salaried employee) fees and costs to the extent permitted by applicable law and other collection costs that we reasonably incur at any time in collecting amounts owed under this Agreement, including without limitation during any bankruptcy proceedings or upon any appeal. You also agree to pay our actual and reasonable costs of collection resulting from any failure to give us notice of a change to your residence address, or from changing the address where the System and Purchased Goods are kept without first obtaining our written permission. You also agree to pay our reasonable costs of repossessing and storing the System and/or the Purchased Goods, to the extent allowed by applicable law.

## 13. Additional Agreements

**Notice of Changes.** You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System and/or Purchased Goods or impact our security interest in the System and/or Purchased Goods.

### **Waiver of Confidentiality of Residence**

**Address.** By signing this Agreement, and until such time as we are paid in full, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.

**Privacy Policy.** You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website:

<https://www.sunnova.com/privacy-policy> You also understand that Sunnova's Privacy Policy may be changed from time to time.

You authorize Sunnova to collect, share, and exchange data related to your System, Purchased Goods, your energy usage and/or energy production, your electric bill, operational data about your System and ESS, and your location data, for purposes of registering and including your System and battery in programs relating to energy services operating and improving such programs, and as otherwise permitted by applicable law.

### **Monitoring and Recording Telephone Calls.**

We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use





automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this Agreement, including the collection of outstanding payments. In making calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

DocuSigned by:  
**Buyer's Signature:** *AMY DOWNEY*  
3C15BB1188D7409...  
DocuSigned by:  
**Co-Buyer's Signature:** *AMY S DOWNEY RET*  
3C15BB1188D7409...

**14. Each Person Responsible**

Each person who signs this Agreement as a Borrower or Co-Borrower will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Borrower or Co-Borrower and any remaining Borrower and Co-Borrower will still be obligated to pay all amounts owed under this Agreement. We may release our security interest in the System without affecting the obligation of any Borrower or Co-Borrower to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Agreement against your heirs or legal representatives.

**15. Delay in Enforcing Rights**

We can, without notice, waive or delay enforcing any of our rights under this Agreement or under applicable law, or exercise only part of our rights, any number of times without losing the ability to exercise any of our rights later. If we choose to waive a right that we have under this Agreement or under applicable law at one time, we do not waive that right or any other right at a later time or for subsequent events or occurrences.

**16. Notices and Consent to Electronic Communications**

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party shall deem a document faxed or sent via PDF as an original document. Notices required under this Agreement will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all (unless otherwise required by applicable law).

**17. Force Majeure**

In the event the System becomes inoperable or is destroyed due to a Force Majeure Event, your payment obligations under this Consumer Note will be suspended until the System is repaired, and the terms of this Consumer Note and the Warranty Agreement will be extended for an equivalent period of time; provided however, that (i) you provide notice to Sunnova of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the term extended only for the amount of time that Sunnova may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same. **For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined in the Warranty Agreement.**

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; pandemic; the binding order of any governmental authority; the failure to act on the part of any governmental



authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

#### 18. No Oral Agreements

**THIS WRITTEN CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING OUR LOAN TO YOU TO FINANCE THE PURCHASE OF THAT SYSTEM AND YOUR AGREEMENT TO REPAY THAT LOAN, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Any change to this Agreement must be written and signed by the party against whom enforcement is sought. Oral changes are not binding.

#### 19. Warranty

Certain system components are covered under the applicable equipment or manufacturer's warranty as provided in the applicable Warranty Agreement attached hereto. The Warranty Agreement covers certain routine maintenance and monitoring of the System and includes certain limited warranties. Please see the Warranty Agreement for additional details. The System is not covered except as set forth in the Warranty Agreement or as specifically required by applicable law.

We shall assume no expense, liability or responsibility for repairs made by or for you without written authorization from us and which are not covered by a manufacturer's or other applicable warranty or by the Warranty Agreement. You will comply with any requests to assist you in correcting defects or making any repairs that are covered by a manufacturer's warranty or by the Warranty Agreement. The Warranty Agreement for the System does not apply to the Optional Services or any of the Purchased Goods.

#### 20. Accuracy of Information/Credit Reports

By signing this Agreement, you represent to us

that all of the information you have furnished to us (or have caused others to furnish to us) in connection with this Agreement (including any application for this Agreement) is, to the best of your knowledge, true, complete and accurate, does not include any false or misleading information, and does not omit any material, relevant information. You agree that we may obtain employment and income records, credit bureau reports on you, verify your credit references and we may check any of the information provided to us from whatever source we choose to verify it.

Additionally, upon request, you agree to promptly give us accurate updated financial information about yourself. We may report information about this Agreement to credit bureaus. Late payments, missed payments, or other defaults on this Agreement may be reflected in your credit report.

**Credit Report Notice.** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

#### 21. Assignment

You may not assign your rights or obligations under this Agreement (including transferring this Agreement to a subsequent purchaser of your Home) without our written permission, which we may withhold in our sole discretion.

We may sell, assign, or transfer our rights and obligations under this Agreement without your permission. We may sell, assign, or transfer this Agreement for an amount that is more than or less than the unpaid Principal amount owed.

If you sell your Home, you can transfer your rights and obligations under this Agreement and the Limited Warranty to the person who will be buying your Home, subject to our discretion and so long as that person meets our credit requirements. If we do not consent to the transfer or the new homeowner does not meet our credit requirements, you may prepay your balance due under this Agreement in accordance with Section 21 and transfer your rights and nonpayment obligations under this Agreement and under the Warranty Agreement to the person who will be buying your Home. If you sell your Home, you must give us at least 30 days prior written notice. You acknowledge that we reserve the right to charge a transfer fee of



\$250, which fee may be increased at any time to reflect any taxes, licenses, permits, costs, fees or charges that may be charged to Sunnova and/or its subcontractors by any utility or governmental agency relating to the transfer of the System or services. Any assignment by you of this Agreement in violation of this provision shall be automatically null and void ab initio.

Under no condition may you transfer or sell the System or the Purchased Goods independently of a sale of your Home.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 21 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Buyer(s)' Initials  
*AD*

**22. Governing Law**

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

**23. Arbitration**

**PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.**

In this Section 23, the words "you" and "your" mean any person signing this Agreement as a Borrower or Co-Borrower. Unless the context requires otherwise, the words "we," "us" and "our" mean the Creditor named above and any assignee of this Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Consumer Note without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement

between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Consumer Note; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at [www.adr.org](http://www.adr.org). The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee, except where prohibited by law. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. If we initiate the arbitration, we will pay all applicable filing fees and applicable arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any





transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or this Section 23 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 23 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. **EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 23, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS

PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THIS AGREEMENT OR THIS SECTION) SHALL BE DECIDED BY THE ARBITRATOR.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION). AS USED HEREIN, THE PHRASE "SMALL CLAIMS COURT" MEANS AND IS INTENDED TO BE LIMITED TO THOSE COURTS THAT HAVE JURISDICTION TO HEAR CIVIL LAWSUITS LIMITED TO DISPUTES WITH A TOTAL AMOUNT IN CONTROVERSY OF SEVEN THOUSAND DOLLARS (\$7,000) OR LESS, OR OTHER AMOUNT AS MAY BE ESTABLISHED UNDER GOVERNING LAW.



**YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS:**

DocuSigned by:  
**Buyer's Signature:** *AMY DOWNNEY*  
3C15BB1188D7409...  
DocuSigned by:  
**Co-Buyer's Signature:** *AMY S DOWNNEY RET*  
3C15BB1188D7409...

Creditor: Sunnova Energy Corporation

Signature:

Michael Grasso  
Authorized Signatory  
Sunnova Energy Corporation

**24. Privacy/Publicity**

You grant Creditor the right to publicly use, display, share, and advertise the photographic images, System details, price and any other nonpersonally identifying information of your System.

**Buyer's Signature**  
DocuSigned by:  
*AMY DOWNNEY*  
3C15BB1188D7409...

**25. Headings and Interpretation**

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may give examples, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Agreement.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday,

Sunday or a holiday, and in counting a period of "business days" all Saturday, Sundays and holidays should be excluded.

**26. Indemnity**

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your breach of this Agreement or your or any of your agents, employees, household members, family members, tenants, invitees, tenant's invitees, assignees, or independent contractors negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Security Agreement.

**27. Cancellation Period**

The Solar System Sales Agreement is subject to a cancellation period. If the Solar System Sales Agreement is canceled within the cancellation period for the Solar System Sales Agreement, this Consumer Note will be automatically canceled.

**28. Notice**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BORROWER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BORROWER SHALL NOT EXCEED AMOUNTS PAID BY THE BORROWER HEREUNDER.**

REST OF PAGE INTENTIONALLY LEFT BLANK

**THIS IS A COPY**  
This is a copy view of the Authoritative Copy held  
by the designated custodian



**Sunnova Home Solar Service**  
Easy Own Plan™ Equipment Purchase

COPY VIEW





**29. Signatures**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.**

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS AGREEMENT, INCLUDING SCHEDULE 1 AND THE DISCLOSURES AT PARAGRAPHS 3 - 5. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT.**

Buyer's Name: **AMY DOWNEY**

DocuSigned by:  
Signature: *AMY DOWNEY*  
3C15BB1188D7409...  
Date: May 3, 2023 | 12:13 EDT

Co-Buyer's Name: **AMY S DOWNEY RET**

DocuSigned by:  
Signature: *AMY S DOWNEY RET*  
3C15BB1188D7409...  
Date: May 3, 2023 | 12:12 EDT

Creditor: **Sunnova Energy Corporation**

Michael Grasso  
Authorized Signatory  
Sunnova Energy Corporation

Date: May 3, 2023 | 12:13 EDT

COPY VIEW



**SCHEDULE 1**

**ESTIMATED SCHEDULE OF MONTHLY PAYMENTS**

Months	Additional Payment Made		Additional Payment Not Made	
	ACH	No ACH	ACH	No ACH
<b>1-18</b>	\$90.12	\$100.12	\$90.12	\$100.12
<b>19-300</b>	\$90.12	\$100.12	\$132.58	\$142.58
<b>Month 18 Additional Payment</b>		\$7,324.66		

COPY VIEW



## PLATINUM WARRANTY AGREEMENT

<b>BUYER NAME AND ADDRESS</b>	AMY DOWNEY 99 N DENNIS RD  SOUTH YARMOUTH, MA 02664	<b>CO-BUYER NAME (IF ANY)</b>	AMY S DOWNEY RET
<b>INSTALLATION LOCATION</b>	99 N DENNIS RD  SOUTH YARMOUTH, MA 02664	<b>CONTRACT ID</b>	LZ005753030

### 1. INTRODUCTION

You, the Buyer and any Co-Buyer named above, by signing below, are entering into this Limited Warranty Agreement (the "Warranty Agreement" or "Limited Warranty") with Trinity Solar Trinity Solar ("Provider", "we", "us" or "our"), dated as of the date shown above. Per the terms of this Limited Warranty Agreement, Provider, or agents or contractors or subcontractors appointed by Provider, shall provide certain warranties for the System you are purchasing from the Provider (collectively, the "Services"). Except as otherwise expressly provided herein, this Warranty Agreement begins on the date the System is connected to the electrical grid (the "Interconnection Date") and shall end 25 years thereafter in accordance with the terms set out in this Exhibit and the Limited Warranty (the "Warranty Term"). "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly.

This Warranty Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

The System will be located at the Installation Location listed above (your "Property" or your "Home") and includes all applicable accessories, mounting hardware, and attachments, as described more fully in the Residential Home Improvement Agreement or other installation agreement (referred to herein as the "Home Improvement Agreement") between you and the Provider named above). You may also have a credit agreement (i.e. loan and security agreement, retail installment and security agreement or consumer credit agreement, generically referred to herein as the "Credit Agreement") to finance your purchase of the System under the Home Improvement Agreement.

### 2. LIMITED WARRANTIES

#### a. System Warranty

During the entire Warranty Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty").

#### b. Roof Warranty

If your roof is penetrated during a System installation, we will warrant roof damage caused by us or our contractors. This roof warranty will begin on the date that System installation begins and will run the longer of (a) ten (10) years following the completion of the System installation; and (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period").

This Roof Warranty is separate from any additional warranty you may receive for a replacement roof as part the Optional Services, if applicable, as provided in **Annex A**.

#### c. Repair Promise

During the entire Warranty Term, Provider, through its contractors or subcontractors, will honor the System Warranty and will cause the repair or replacement of any defective part, material or component or correction of any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If our contractors damage your Home, your belongings, or your Property, we will cause our contractors to repair the damage they



cause or pay you for the damage as described below in Section 4. Provider may use new or reconditioned parts when making repairs or replacements. Provider may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Warranty Agreement. Cosmetic repairs that do not involve safety or performance shall be made at Provider's discretion.

#### d. Warranty Length

Except as otherwise expressly provided herein, and subject to Section 9 below, the warranties in Sections 2 above will start on the Interconnection Date and continue through the entire Warranty Term.

The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2 above.

If an existing Agreement has been transferred to you, this Warranty Agreement will cover during the remaining time of the Warranty Term.

#### e. Power Production Guarantee

Provider guarantees that during the Warranty Term the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") in the table set forth below as follows:

Year	Guaranteed Annual kWh
1	4,344.21
2	4,322.49
3	4,300.87
4	4,279.37
5	4,257.97
6	4,236.68
7	4,215.50
8	4,194.42
9	4,173.45
10	4,152.58
11	4,131.82
12	4,111.16
13	4,090.61
14	4,070.15
15	4,049.80
16	4,029.55
17	4,009.40
18	3,989.36
19	3,969.41
20	3,949.56

21	3,929.82
22	3,910.17
23	3,890.62
24	3,871.16
25	3,851.81

- (i) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Credit Agreement and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kWh (defined below) generated by the System is **less than** the cumulative Guaranteed Annual kWh, then we will credit your account or provide you with a refund, if you have already paid your obligations under the Credit Agreement in full, in an amount equal to the difference between the cumulative Actual Annual kWh and the cumulative Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). We will credit your account for the Credit Agreement (or a refund in that amount will be mailed or electronically transferred) Your account will be credited in that amount within thirty (30) days of the end of the calendar year. Your cumulative Actual Annual kWh is dependent on a shading percentage of 7.00 % on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

The Guaranteed Annual kWh will be lower than the forecasted system output due to the variability in local weather conditions and the impact those conditions have on actual system production.

For example, if the first thirty-six (36) month period commences on October 10, 2010 and ends on October 9, 2013, and the energy the System was supposed to generate is less than the energy the System was guaranteed to generate during such thirty-six (36) month period, we will credit your account the difference between the Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh within thirty (30) days after December 31, 2013.

- (ii) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Credit Agreement and each successive twelve (12) month anniversary thereafter the Actual Annual kWh is **greater than** the Guaranteed Annual kWh



during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

“**Actual Annual kWh**” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Provider during each successive twelve (12) month anniversary of your first monthly payment due date plus any carryover. To measure the Actual Annual kWh we will use the Power Monitor or to the extent such services are not available, we will estimate the Actual Annual kWh by reasonable means.

“**Guaranteed Energy Price per kWh**” means \$0.212 per kWh.

**f. Power Monitor**

During the Term, we will provide you at no additional cost our Power Monitor service (“Power Monitor”). If your System is not operating within normal ranges, the Power Monitor will alert us and we will remedy any material issues promptly.

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available then we will not be able to monitor the System to provide you with your Power Production Guarantee. To continue your Power Production Guarantee under this Warranty Agreement (a) you will be required to provide us with annual production information from your inverter; or (b) We, in our sole discretion, will estimate annual production. In connection with such any such estimated production by us, we will make commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

**g. General**

When the System is installed Provider will provide you with a link to its Solar Service Guide. This Guide provides you with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

**h. Claims Process**

You can make a claim by:

- (i) Emailing us at the email address provided to you after Interconnection;
- (ii) Writing a letter to our mailing address, as identified in the Home Improvement Agreement or provided to you after Interconnection, and sending it overnight mail with a well-known service; or
- (iii) Creating a claim through our online customer portal at customerservice@sunnova.com.

**i. Transferable Limited Warranty**

Provider will accept and honor any valid and properly submitted Warranty claim made during the Term pursuant to this Section 2 by any person who purchases or otherwise acquires the System from you as permitted under the Credit Agreement. If you have already paid all amounts due under the Credit Agreement, you may transfer your rights and obligations under this Limited Warranty to a purchaser of your Home. Should you transfer the System independently of the sale of your Home, this Limited Warranty is deemed terminated and void.

**j. Exclusions and Disclaimer**

The warranties and guaranties provided in this Warranty Agreement do not apply to any lost power production or any repair, replacement or correction required due to any of the following:

- (i) Someone other than Provider or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) Destruction or damage to the System or its ability to safely produce power not caused by Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System we will not repay you for power it did not produce) (see also Section 9 below);
- (iii) Your failure to perform or breach of your obligations under the Credit Agreement (e.g. you modify or alter the System).
- (iv) Your failure to perform or breach of this Warranty Agreement, including your being unavailable to provide access or assistance to us in diagnosing or





repairing a problem, your failure to maintain the System as stated in the Solar Service Guide, your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer's warranties;

- (v) Any Force Majeure Event (as defined in Section 5 below);
- (vi) Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) Any System failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non- shaded area);
- (viii) Theft of the System (e.g. if the System is stolen we will not repay you for the power it did not produce) (see also Section 9 below);
- (ix) A power or voltage surge caused by someone other than Provider, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment; and
- (x) A change in usage of the Property or any buildings at or near such Property that may affect insolation without Provider's prior written approval.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2 AND ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY PROVIDER WITH RESPECT TO THE SYSTEM. PROVIDER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY STATE LAW, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO

THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **k. Your Additional Obligations**

You grant Provider and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty and Warranty Agreement.

If you want to make any repairs or improvements to the Property that could interfere with the System, you may only remove and replace the System at your cost pursuant to Section 4 of this Limited Warranty.

During the Warranty Term you agree:

- (i) To use the System carefully, keep it in good repair, and use reasonable efforts to avoid damage to the System;
- (ii) To follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;
- (iii) To have the System repaired only pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
- (iv) To perform your obligations under this Warranty Agreement and not take or fail to take any action that would cause this Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any equipment or manufacturer's warranty applicable to any component of the System;
- (v) To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Provider installed it;
- (vi) To keep the panels and modules clean, and protect the System from animals and infestation;
- (vii) To not modify your Home or



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- landscaping in a way that shades the System;
- (viii) To be responsible for any conditions at your Home that affect the installation and operation of the System (e.g. not blocking access to the roof or removing a tree that is in the way);
- (ix) To be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that Provider is not responsible for any known or unknown property conditions;
- DocuSigned by:**  
**Buyer's Signature:** AMY DOWNNEY  
 3C15BB1188D7409...
- DocuSigned by:**  
**Co-Buyer's Signature:** AMY S DOWNNEY RET  
 3C15BB1188D7409...
- (x) To not remove any markings or identification tags on the System;
- (xi) To permit Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (xii) To use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiii) To not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xiv) To not use the System for any unlawful purpose;
- (xv) To notify Provider if you think the System is damaged, appears unsafe or is stolen, and prior to changing your power supplier;
- (xvi) To obtain Provider's written permission before making changes to the System;
- (xvii) To not sell, transfer, or lease the System except as permitted under the Credit Agreement, or use it as security for a loan from another creditor;
- (xviii) Not to allow any other security interest or lien, other than that permitted under the Credit Agreement, to attach to the System, whether by your action, inaction, or operation of law;

- (xix) To give Provider written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third party claim or attempt;
- (xx) To permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
- (xxi) To return signed any documents sent to you by Provider for signature (like incentive claim forms) within five (5) business days of receiving them; and
- (xxii) To procure and maintain adequate insurance coverage for the System. You may obtain this insurance from anyone you want.

### 3. PROVIDER'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (a) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (b) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

### 4. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA

You agree that if (a) the System needs any repairs that are not the responsibility of Provider under this Limited Warranty, (b) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Provider, or its approved service providers, at your expense, perform such repairs, removal and reinstallation on a time and materials basis. You further agree that, if you relocate the System, Provider will need to reevaluate production of the System at the substitute premises and may need to revise the estimates in this Limited Warranty.

**You agree that Provider and any of its agents or contractors or subcontractors appointed by Provider are entitled to collect and retain**



**information and data regarding the System, including but not limited to data and equipment performance, and that Provider is entitled to share such information with any person entitled to receive payments under the Credit Agreement and/or with any assignee of Provider's rights or obligations under this Warranty Agreement. You agree that Provider owns all information and data regarding the System that is collected.**

## 5. FORCE MAJEURE

If Provider is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. Provider, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Provider's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- c. No Provider obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Provider's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Provider's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Provider including a grid supply voltage outside of the standard range specified by your utility;

and failure of equipment not utilized by Provider or under its control.

Performance times under this Warranty Agreement and the Credit Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, where the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Warranty Agreement and the Credit Agreement may be suspended during the duration of the Force Majeure Event and then the term of the Warranty Agreement and Credit Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions. For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined below.

## 6. LIMITATIONS ON LIABILITY

### a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES PURSUANT TO SECTIONS 2, SUBJECT TO 6, UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL PROVIDER OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### b. Limitation of Duration of Implied Warranties

IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW CANNOT BE WAIVED, SUCH WARRANTIES SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### c. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Provider's total liability arising out of or relating to this Limited Warranty for damages to your Home, belongings and



Property shall in no event exceed five hundred thousand dollars (\$500,000).

## 7. NOTICES

### a. To Provider

All notices under this Warranty Agreement shall be made to Provider at the address in the Home Improvement Agreement or any subsequent addresses provided to you by Provider.

### b. To Buyer

All notices under this Warranty Agreement shall be made to Buyer at the address in this Warranty Agreement, through the customer portal, or any subsequent address you give us for this Warranty Agreement.

## 8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Provider may assign its rights or obligations under this Warranty Agreement to a third party without your consent, provided that any assignment of Provider's obligations under this Warranty Agreement shall be to a party professionally and financially qualified to perform such obligation. This Warranty Agreement protects only the person who owns the System. Your rights and obligations under this Warranty Agreement will be automatically transferred to any person who purchases or otherwise validly acquires the System from you.

## 9. EARLY TERMINATION

Notwithstanding any other provision of this Warranty Agreement, this Warranty Agreement shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the negligence or willful misconduct of you, your agents, contractors (other than Provider), or your or their representatives (a "Total Loss" of the System).

## 10. ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section 10, the words "you" and "your" mean any person signing this Warranty Agreement as a

Buyer or Co-Buyer and any person who purchases the System from you. Unless the context requires otherwise, the words "we," "us" and "our" mean the Provider named above and any assignee of the Provider's rights or obligations under this Warranty Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Warranty Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Warranty Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at [www.adr.org](http://www.adr.org). The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Warranty Agreement. The arbitrator, however, is not authorized to change or alter





the terms of this Warranty Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or this Section 10 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 10 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

**EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 10, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE

FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

**YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS:**

Buyer's Signature: *AMY DOWNNEY*  
3C15BB1188D7408  
Co-Buyer's Signature: *AMY S DOWNNEY RET*  
3C15BB1188D7409...

**11. GOVERNING LAW**

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Warranty Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Warranty Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

**12. EACH PERSON RESPONSIBLE**

Each person who signs this Warranty Agreement as a Buyer or Co-Buyer will be individually and jointly responsible for all obligations of the Buyer or Co-Buyer





under this Warranty Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for any obligations of the Buyer or Co-Buyer under this Warranty Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be required to fulfill all obligations of the Buyer or Co-Buyer under this Warranty Agreement. To the extent that we have a security interest in the System, we may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer under this Warranty Agreement. This Warranty Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Warranty Agreement against your heirs or legal representatives.

### **13. RIGHT TO CANCEL**

You are voluntarily entering into this Warranty Agreement in connection with a Home Improvement Agreement and Credit Agreement between you and the Provider. If you cancel either of those agreements within the cancellation periods described in those agreements, this Warranty Agreement and each of those other agreements will be automatically canceled.

### **14. DEFAULT**

You will be in default if you, or any Co-Buyer signing this Warranty Agreement, commit fraud, fail to keep any other promise in this Warranty Agreement, breach any obligation under this Warranty Agreement, or make any false or misleading representation in this Warranty Agreement or on the application relating to this Warranty Agreement. If you are in default with respect to your obligations, the Limited Warranties provided for in this agreement are void.

Should you have a Credit Agreement with Provider, for the purchase of the System pursuant to the Home Improvement Agreement, and you are in default under that Credit Agreement, then you will also be deemed to be in default under this Warranty Agreement.

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VIEW



**15. SIGNATURES**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS WARRANTY AGREEMENT BEFORE YOU SIGN IT.**

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS WARRANTY AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS WARRANTY AGREEMENT AT THE TIME YOU SIGN IT.**

**Buyer's Name: AMY DOWNEY**

DocuSigned by:

Signature:

*AMY DOWNEY*

Date:

3C15BB118874093... | 12:13 EDT  
May 3, 2023

**Co-Buyer's Name (if any): AMY S DOWNEY RET**

DocuSigned by:

Signature:

*AMY S DOWNEY RET*

Date:

3C15BB118874093... | 12:12 EDT  
May 3, 2023

**Contractor: Trinity Solar**  
**Trinity Solar**

Signature:

*Bill Condit*

Date:

May 3, 2023

COPY VIEW



### ASSIGNMENT AND RELEASE

WHEREAS, you, the undersigned (each an "Assignor" and all together the "Assignors"), and Trinity Solar Trinity Solar entered into the attached Solar System Sales or Residential Home Improvement Agreement (each referred to as a "Installation Agreement" in this Assignment and Release), for the sale and installation of a photovoltaic solar system as described and defined in the Installation Agreement (the "System"), to be installed at 99 N DENNIS RD,SOUTH YARMOUTH,MA,02664,United States, your home (the "Property" or your "Home"); and

WHEREAS, Assignor(s) will own the System installed at the Property; and

WHEREAS, Sunnova Energy Corporation ("SUNNOVA" or "Provider") will provide the solar service monitoring and maintenance as described in the Warranty Agreement to the Installation Agreement; and

WHEREAS, you and Provider recognize the benefit of participating in certain energy management programs and potentially reducing stress on the electrical grid in your geographic area during times of peak demand; and

WHEREAS, you and Provider recognize there are certain non-power attributes relating to the System that may be utilized, and which Provider desires to utilize, in capacity auctions and power markets.

THEREFORE, Assignor(s) and Provider agree that as inducement to Trinity Solar Trinity Solar to enter into the attached Installation Agreement, and as an inducement to Provider to enter into the attached Warranty Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor(s) hereby irrevocably and for all time grant, assign, transfer and convey to Provider, any and all right, title or interest of Assignors, or of any of them, in, to and/or arising in any manner from:

1. Green tags or carbon offset credits, renewable energy credits (RECs), and/or capacity rights which arise from, result from, relate to and/or are connected in any manner to the photovoltaic panels, modules, inverter, monitor, accessories, racking and mounting components, attachments, and other hardware and materials comprising the System;

and

2. any and all tradable energy or environmental-related commodities produced by or associated with the System and/or which otherwise arise from, result from, relate to and/or are connected in any manner to the System, including without limitation greenhouse gas credits, emission credits, tradable carbon credits, and all other tradable System-related commodities of any type or nature, however named, that are presently known or designated, or created in the future.

For the avoidance of doubt, the above assigned attributes do not include federal tax credits.

Each undersigned Assignor hereby irrevocably nominates, constitutes, appoints and designates SUNNOVA as their true and lawful attorney-in-fact with the right to exercise any and all of the rights herein assigned, transferred and set over to SUNNOVA by each Assignor, and to make, execute and deliver any and all additional or other assignments, documents, instruments or papers deemed necessary or appropriate by SUNNOVA to give full effect to the within assignment, and to take any action deemed necessary by SUNNOVA to exercise the rights herein assigned, including without limitation, enrollment of the System in any energy management program, grid stability program, capacity market or program, transmission or distribution planning, operating reserves, ancillary services, congestion market and/or enrollment or participation of the System in or with any organized power market (including but not limited to Independent System Operator New England, Inc., PJM Interconnection, Electric Reliability Council of Texas, California Independent System Operator, Southwestern Power Pool, Midcontinent Independent System Operator, or New York Independent System Operator). Each undersigned Assignor hereby ratifies



and affirms all acts and actions taken and done, or hereafter taken and done, by SUNNOVA or its designee, as attorney-in-fact. This power of attorney is irrevocable, is coupled with an interest, and shall survive the subsequent disability or legal incapacity of any or all of the undersigned Assignors.

Each undersigned Assignor, for themselves and their heirs, beneficiaries, successors, assigns, executors, administrators, agents and representatives, do hereby unconditionally and irrevocably waive, release and forever discharge SUNNOVA ENERGY CORPORATION and its employees, agents, representatives, officers, directors, executives, servants, officials, managers, attorneys, predecessors, heirs, successors, assigns, parent companies, holding companies, subsidiaries, affiliated companies, partners, partnerships, operating groups, trustees and stockholders, and Trinity Solar Trinity Solar and its employees, agents, representatives, officers, directors, executives, servants, officials, managers, attorneys, predecessors, heirs, successors, assigns, parent companies, holding companies, subsidiaries, affiliated companies, partners, partnerships, operating groups, trustees and stockholders (collectively the "RELEASED PARTIES"), of and from any and all manner of claims, demands, actions, causes of action, suits, debts, liability of every kind and nature, sums of money, costs, expenses, accounts, reckonings, contracts, controversies, agreements, promises, and/or damages, whether in law or in equity, whether based in statute, in tort, on a contract, on a statutory or non-statutory lien, or on any other theory of recovery or liability, whether known or unknown, foreseen or unforeseen, which each Assignor had or now has, or which each Assignor and/or their successors and assigns, have ever had or may hereafter have in the future against the RELEASED PARTIES, or any of them, for, upon or by reason of any matter, cause or thing, whatsoever, known or unknown, direct or indirect, vested or contingent, from the beginning of the World until the date this Assignment and Release is signed by each Assignor, in connection with any and all matters arising out of, in any way relating to and/or connected in any manner to: tax credits, tax incentives, utility rebates, green tags or carbon offset credits, renewable energy credits, and/or capacity rights which arise from, result from, relate to and/or are connected in any manner to the System; any other non-power attributes of the System and/or benefit, in any form, relating in any manner to other non-power attributes of the System; tradable energy or environmental-related commodities produced by or associated with the System and/or which otherwise arise from, result from, relate to and/or are connected in any manner to the System, including without limitation greenhouse gas credits, emission credits, tradable carbon credits, renewable energy credits, and/or capacity rights and all other tradable System-related commodities of any type or nature, however named, that are presently known or designated, or created in the future; enrollment of the System in any energy management program, benefits in any form which arise from, result from, relate to and/or are connected in any manner to enrollment of the System in any energy management program, or enrollment or participation of the System in or with any organized power market, including but not limited to ISO New England, Inc., New England Power Pool (NE POOL), PJM Interconnection, Electric Reliability Council of Texas, California Independent System Operator, Southwestern Power Pool, Midcontinent Independent System Operator, or New York Independent System Operator.

Each of the undersigned represents and confirms that no promise, inducement, or agreement not herein expressed has been made to him in order to induce them to execute this Assignment and Release, and that the undersigned has read and understands the contents of this Assignment and Release.

Buyer's Name: **AMY DOWNEY**

DocuSigned by:  
Signature: *AMY DOWNEY*  
Date: **May 3, 2023 | 12:13 EDT**

Co-Buyer's Name: **AMY S DOWNEY RET**

DocuSigned by:  
Signature: *AMY S DOWNEY RET*  
Date: **May 3, 2023 | 12:12 EDT**



**THIS IS A COPY**  
This is a copy view of the Authoritative Copy held  
by the designated custodian  
**Sunnova Home Solar Service**  
Easy Own Plan™ Equipment Purchase

COPY VIEW



**Commonwealth of Massachusetts**  
**Executive Office of Energy and Environmental Affairs**  
**Department of Energy Resources**  
**Massachusetts RPS**

**RENEWABLE ENERGY CERTIFICATES PURCHASE AGREEMENT**

I, AMY DOWNEY (Name of Generation Unit Owner) certify that I am the owner of the system installed and located at 99 N DENNIS RD,SOUTH YARMOUTH,MA,02664,United States (address) and executed a contract on May 3, 2023 | 12:13 EDT (Date) with Sunnova Energy Corporation, Inc. (Name of Aggregator) authorizing Sunnova Energy Corporation, Inc. (Name of Aggregator) to include my system as part of an Aggregation. I also certify that I will notify DOER in writing within 30 days upon termination of that contract.

I, Sunnova Energy Corporation, Inc. (Name of Aggregator) certify that I have executed a contract with AMY DOWNEY (Name of Generation Unit Owner) on \_\_\_\_\_ (date) to include the system located at 99 N DENNIS RD,SOUTH YARMOUTH,MA,02664,United States (address) in an Aggregation. I also certify that I will notify DOER in writing within 30 days upon termination of that contract.

DocuSigned by:  
Signature of Generation Unit Owner: AMY DOWNEY Date May 3, 2023 | 12:13 EDT  
3C15BB1188D7409...  
Signature of Aggregator Agent: \_\_\_\_\_ Date May 3, 2023 | 12:13 EDT

**MA RPS Program**  
**Department of Energy Resources**  
**100 Cambridge St. Suite 1020**  
**Boston, MA 02114**

### SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your purchase of a solar electric system ("System").  
 It is not a substitute for the contract ("Contract") and other documents associated with this transaction.  
 All information presented below is subject to the terms of the Contract.

**Read all documents carefully so you fully understand the transaction.**

For more information on being a smart solar consumer visit [www.seia.org/consumers](http://www.seia.org/consumers).

<p><b>PROVIDER:</b>          Sunnova Energy Corporation          20 E. Greenway Plaza, Ste 475          Houston, TX 77046</p> <p>Tel.: 281-985-9900          License # (if applicable):          Sunnova MA 184093</p> <p>Email: <a href="mailto:customerservice@sunnova.com">customerservice@sunnova.com</a></p>	<p><b>INSTALLER/ CONTRACTOR:</b>          Trinity Solar          2211 Allenwood Road          -          Wall          NJ          7719          Tel: (732) 780-3779          Email: <a href="mailto:sales.ops@trinity-solar.com">sales.ops@trinity-solar.com</a>          License:          CA: 1072590; CT: 0635520; ELC.0195559-E1   DE: 2066600876;          T1-0005929   FL: CVC57148   MA: 170355; 21233A   MD:          132333; 11834   0491C   NH:0491C   NJ: 13VH01244300;          Electrical Business Permit # 34EB01547400   NY: 52821-H;          H.2409780100; L004203   PA: PA128551   RI: 39372 ;          AC005040</p> <p><b>SALESPERSON:</b>          David Dillon          HIS #:</p> <p>Trinity Solar          2211 Allenwood Road          -          Wall          NJ          7719          Tel :7742601120          Email:<a href="mailto:david.dillon@trinity-solar.com">david.dillon@trinity-solar.com</a></p>	<p><b>WARRANTY/MAINTENANCE PROVIDER:</b>          (Same as Provider)</p> <p>Address:</p> <p>Tel.:</p> <p>License # (if applicable):</p> <p>Email:</p>
---	--	---

**CUSTOMER:** AMY DOWNEY  
 Customer ID: LZ005753030  
 System Installation Address: 99 N DENNIS RD,SOUTH YARMOUTH,MA,02664,United States  
 Customer Mailing Address: 99 N DENNIS RD,SOUTH YARMOUTH,MA,02664,United States  
 Email: [amysdowney@yahoo.com](mailto:amysdowney@yahoo.com)  
 Contract Date: May 3, 2023 | 12:13 EDT

**\* NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE A SOLAR ELECTRICITY GENERATING SYSTEM.  
 YOU WILL OWN (NOT LEASE) THE SYSTEM INSTALLED ON YOU PROPERTY.**

Purchase Price (A)	Payment Schedule (B)	Financing (C)
<p>Your purchase price for the System and the Warranty: \$24,415.53</p> <p>List of any credits, incentives or rebates included in the above purchase price:  <u>None</u></p> <p><b>*NOTE:</b> You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information.</p>	<p>Amount you owe Installer at Contract signing:  <u>\$0.00</u></p> <p>Amount you owe for the System at the commencement of installation:  <u>\$0.00</u></p> <p>Amount you owe for the System and the warranty (excluding downpayments or rebates) at the completion of installation:            \$24,415.53 payable in installments.</p>	<p>The System:</p> <p><input checked="" type="checkbox"/> <b>WILL</b> be financed;  <input type="checkbox"/> <b>WILL NOT</b> be financed; or  <input type="checkbox"/> Financing of System <b>unknown</b> to Provider</p> <p><b>NOTE:</b> If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender.  <b>This statement does not contain the terms of your financing agreement.</b> If you have any questions about your financing arrangement, contact</p>

		your finance provider before signing a Contract.
<b>Installation Timing (D)</b>		<b>Interconnection Approval (E)</b>
Approximate Start Date: <u>3</u> days from the date that is the later of the date in which: <input checked="" type="checkbox"/> All permits have been issued; <input checked="" type="checkbox"/> Any homeowner's association approval letter has been received; <input checked="" type="checkbox"/> All materials have been delivered to the site (the "Commencement Date").  Approximate Completion Date: no more than <u>365</u> days from Commencement Date.		<input type="checkbox"/> <b>YOU</b> are or <input checked="" type="checkbox"/> <b>PROVIDER</b> is responsible for submitting a System Interconnection application.

<b>Site &amp; Design Assumptions for your Purchase (F)</b>	
<ul style="list-style-type: none"> <li>Estimated size of System in kilowatts: <u>4.050</u> (kW)</li> <li>Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: <u>5,110.83</u></li> <li>Estimated annual electricity production decrease due to natural aging of System: <u>0.50</u>%</li> <li>System location: Roof (unless otherwise specified)</li> <li>System <input checked="" type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> be connected to the electric grid</li> <li>At the time of installation, your local utility <input checked="" type="checkbox"/> <b>DOES</b> <input type="checkbox"/> <b>DOES NOT</b> credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.</li> </ul>	
<b>System Maintenance &amp; Repairs (G)</b>	
"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance <input checked="" type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> included for 25 years by <u>Provider</u> (e.g., Installer, Maintenance Provider).  "System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs <input checked="" type="checkbox"/> <b>ARE</b> <input type="checkbox"/> <b>ARE NOT</b> provided by the <u>Provider</u> (e.g. Installer, Other).  Please review your contract for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.	
<b>Roof Warranty (H)</b>	
Your roof <input checked="" type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> warranted against leaks from the System installation for <u>10</u> years by <u>Provider</u> (e.g. Provider, Installer, Other).	
<b>System Performance or Production Guarantee (I)</b>	
In terms of your full System, Provider is providing you with a: <input checked="" type="checkbox"/> System performance or electricity production guarantee <input type="checkbox"/> Other type of System guarantee <input type="checkbox"/> No System guarantee You may have additional guarantees or warranties in addition to those that cover the entire System.	
<b>Utility and Electricity Usage/Savings Assumptions (J)</b>	
You <input checked="" type="checkbox"/> <b>HAVE</b> <input type="checkbox"/> <b>HAVE NOT</b> been provided with a savings estimate ("Estimate") based on your Contract.  <b>If you HAVE been provided with an Estimate, Provider states the following:</b>  Provider <input type="checkbox"/> <b>IS</b> <input checked="" type="checkbox"/> <b>IS NOT</b> guaranteeing these savings. Provider <input checked="" type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> using savings calculations that conform to the <i>SEIA Solar Business Code</i> . See <b>Box M</b> or <a href="http://www.seia.org/code">www.seia.org/code</a> .  Your Estimate was calculated based on: <input type="checkbox"/> Your estimated prior electricity use <input checked="" type="checkbox"/> Your actual prior electricity use <input type="checkbox"/> Your estimated future electricity use  Your Estimate assumes the following: <input type="checkbox"/> Years of electricity production from the System: _____ <input checked="" type="checkbox"/> A current estimated <b>utility electricity rate</b> of <u>\$0.432</u> [cost per kilowatt-hour] during the year of System operation with estimated increases of <u>0.029</u> percent annually. Provider based this estimate on the following source(s): <u>utility rate information provided by the installer or the customer</u> . <input type="checkbox"/> Your utility will continue to credit you for excess energy your System generates at <input type="checkbox"/> <b>ESTIMATED FUTURE</b> <input type="checkbox"/> <b>CURRENT</b> utility electricity rates.	
<b>NOTE:</b> It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Contract carefully for more details.	

**Renewable Energy Certificates (RECs) (K)**

You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable solar energy to a third party (which may be the Installer) depending on the laws of your state. Under terms of the Contract, any RECs created by the System  **WILL**  **WILL NOT** be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and Provider may sell the RECs to a third party. In some jurisdictions, you may have to surrender some or all of your RECs to receive state, local or utility incentives.

**Cooling Off Period / Right to Cancel (L)**

In addition to any rights you have under state or local law, you  **HAVE**  **DO NOT HAVE** the right to terminate the Contract without penalty within (7) business days of by notifying Provider in writing at the above address.

**SEIA Solar Business Code (M)**

Provider and Installer  **DO**  **DO NOT** abide by and agree to be bound by the *SEIA Solar Business Code* ([www.seia.org/code](http://www.seia.org/code)) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit [www.seia.org/consumers](http://www.seia.org/consumers) or email SEIA at [consumer@seia.org](mailto:consumer@seia.org).

**Additional Disclosures or Terms (N)**

**This Disclosure and the information contained herein, including all information related to pricing and warranties, is related to your Solar System only. If you purchased any Optional Services, such as a new roof, please consult Annex A to your agreement with Contractor and any related description and/or warranty information therein for information concerning those products and/or warranties.**

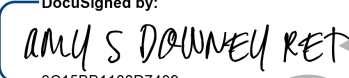
BY SIGNING BELOW, YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED DISCLOSURES A-N ABOVE:

**Buyer's Name: AMY DOWNEY**

Signature:   
DocuSigned by:  
3C15BB1188D7409...

Date: May 3, 2023 | 12:13 EDT

**Co-Buyer's Name (if any): AMY S DOWNEY RET**

Signature:   
DocuSigned by:  
3C15BB1188D7409...

Date: May 3, 2023 | 12:12 EDT

Individual Completing This Form:

Name: Michael Grasso

Signature: 

Title: Authorized Signatory

Company: Sunnova Energy Corporation

Date: May 3, 2023 | 12:13 EDT



## **ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION**

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Solar Service, Solar Purchase or other Purchase Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my monthly payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows preauthorized payments from my designated Bank Account or Credit Card Account ("Account") to Sunnova Energy Corporation or its designees ("You").

By signing this Authorization, I agree to the following terms:

### **1. AUTHORIZATION**

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify Sunnova at [customerservice@sunnova.com](mailto:customerservice@sunnova.com) or by calling us at **1-855-277-6379**. If Sunnova incurs any fees as a result of inaccurate or out of date information, Sunnova will bill me for those charges.

### **2. REJECTED PAYMENTS**

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

### **3. BANK FEES**

I agree to be bound by any rules my bank requires for pre-authorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

### **4. EARLY PAYMENT**

If I make a full monthly payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination of this Authorization shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

### **5. RIGHTS REGARDING VARYING AMOUNTS**

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a preauthorized amount, or from the previous Electronic Funds Transfer Payment amount.

### **6. PROCEDURES UPON PAYMENT IN FULL**


I understand that when my Agreement is paid off and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.





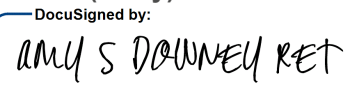
BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.

**Buyer's Name: AMY DOWNEY**

Signature:   
DocuSigned by:  
3C15BB1188D7409...

Date: May 3, 2023 | 12:13 EDT

**Co-Buyer's Name (if any): AMY S DOWNEY RET**

Signature:   
DocuSigned by:  
3C15BB1188D7409...

Date: May 3, 2023 | 12:12 EDT

COPY VIEW