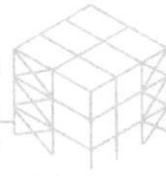


# Structural Capacity, PC

STRUCTURAL CONSULTING GROUP

North Carolina Firm License Number – C3406



October 4, 2022

ReNu Energy Solutions  
801 Pressley Road – Suite 100  
Charlotte, NC 28217

Re: Damanti, DJ (SCPC Project No. – 2022.11.7060)  
405 Parker Creek Road  
Holly Springs, NC 27540

ReNu Energy Solutions:

At the request of ReNu Energy Solutions, Structural Capacity, PC (SCPC) has evaluated the roof structure at the above noted site to determine its adequacy to support the attachment of roof mounted solar arrays. The roof structure is composed of wood sheathing supported by 2x6 wood rafters at 16" o.c. The maximum rafter span does not exceed 13'-6".

**Design Criteria:**

- Ground Snow Load = 15psf
- Wind speed (Ultimate) = 115mph
- Risk Category = II / Wind Exposure B
- PV module Dead Load = 3.5psf (max)
- PV Module Count = 25

Each panel will be supported by (2) mounting rails, (1) at each end. The mounting legs of the solar panel railing will be attached directly to the rafters with a 5/16 (min) inch diameter lag screw with 2½" embedment. The installer shall use best practice construction methods to locate the lag screw in the center of each rafter. All wood members supporting PV modules should consist of sound lumber without significant signs of deterioration.

The mounting legs of the solar panel racking system shall be located at 5'-4" o.c. maximum. The mounting legs should be staggered at the primary framing member


spacing (1'-4") at adjacent solar panel rails. The maximum rail cantilever span should be limited to 1'-4".

The existing roof structure at the above referenced site is adequate to support the solar panel loadings, as noted above, per the 2018 North Carolina Residential Code, if installed in accordance with the above stated conditions. The adequacy of the solar racking system and attachments to the roof structure are outside the scope of this letter and to be provided by solar panel and racking manufacturer, if required.

If any conditions are found in conflict with those stated above, SCPC should be made aware immediately for re-evaluation and report amendment, as applicable, before proceeding with solar panel installation.

Sincerely,

Structural Capacity, PC



Adrian S. Durham, PE, SE



**Adrian  
Durham** Digitally signed by  
Adrian Durham  
Date: 2022.10.04  
14:06:47 -04'00'

Charles Damanti		
CUSTOMER (or "Purchaser") NAME(S)		HOME PHONE
405 Parker Creek Road		(919) 552-7544
STREET		CELL PHONE
Holly Springs NC 27540		djdamanti@msn.com
CITY, STATE, ZIP		EMAIL
Wake	Duke Energy Carolinas	
COUNTY	UTILITY	UTILITY ACCOUNT#
	HOA Approval Required: Yes x No	Justin Parrish
HOME OWNER ASSOCIATION (HOA)		Solar Energy Consultant Name

**EXISTING ROOF CONDITIONS:**

Roof Pitch 4/12 # of Stories 1 Number of Arrays 2 Roof Material shingles Roof Repairs  Yes  No  
 New Construction If New, General Contractor Name/Contact: \_\_\_\_\_

**TREE/SHADE MITIGATION:**  Yes  No

If Yes, Describe: \_\_\_\_\_

Solar Photovoltaic Power Generating System Summary		
<b>Estimated 1<sup>st</sup> Year Solar Energy Production</b>	<b>System Size</b>	<b>Panel Manufacturer Warranty</b>
10,340 <b>kWh</b>	9.13 <b>kW<sub>dc</sub></b>	<b>25 Years</b>

SOLAR MOUNTING LOCATION:  House Roof  Ground Mount  Detached Structure  \_\_\_\_\_

**Your System Includes the Following Components**

Quantity	Item #	Component Description	Total (\$)
1	PV SYS	9.13 kW PV System REC 365W NP2 BLK	\$ 32,400
1	MON	Monitoring (Internet connection required, but not included)	
25	INV	Enphase IQ7 plus	
<b>Total Price</b>			<b>\$ 32,400</b>

INCLUDES: all labor, materials, panels, inverters, mounting hardware, permits, application fees, inspections and sales/use tax.  
 Meter supplied and installed by the utility company (usually < 15 days) once system passes AHJ & Utility inspection.

	Initial Payment (20%)	Progress #1 (35%)	Progress #2 (35%)	Final Retainage (10%)
Cash	\$	\$	\$	\$
C.C.				
SAC	Deposit	Due Upon Permit Approval	Due upon Panel Installation	Due Upon PTO from Utility
Term x	\$0	See Financing Partner Terms & Conditions	See Financing Partner Terms & Conditions	N/A

SEE FOLLOWING PAGES FOR ADDITIONAL ITEMS

**ACCEPTANCE:** The above prices, specifications and conditions on following pages are satisfactory and hereby accepted. Renu is authorized to do the above work under the terms and conditions set forth on following pages. Payment will be made as outlined above.

**RIGHT TO CANCEL:** You, the buyer, may cancel this transaction at any time prior to midnight of the 7th day after the date of this transaction.

PRINT NAME dj damanti

SIGNATURE Charles C. Damanti

DATE Sep 12, 2022

RENU RECOMMENDS THAT YOU CONSULT A TAX ADVISOR REGARDING YOUR ELIGIBILITY FOR AND USE OF TAX CREDITS.

**HOA CANCELLATION:** If and only if (a) Purchaser has marked 'Yes' to 'HOA Approval Required' above on this page and subsequently (b) HOA approval for installation is denied, then this Agreement shall be deemed terminated in accordance as set forth in Paragraph 20 herein.

PRINT RENU NAME \_\_\_\_\_

RENU SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



1. INTRODUCTION

This Solar Power Generation System Installation Agreement ("Agreement") is the Agreement between you (the "Purchaser" or "You") and RENU ENERGY SOLUTIONS, LLC (together with its successors and assigns, "Renue" or "we") covering the sale of the solar power generating system (the "System") we will install at your property (the "Premises" or "Home"). The System components will be procured, installed and integrated by Renue. Renue provides you with a Limited Warranty (the "Limited Warranty"). The Limited Warranty is attached as Exhibit 2. In addition, you receive the Manufacturer's Warranty (the "Manufacturer Warranty") that is direct from the Manufacturer.

2. SCOPE OF WORK

- i. Renue will apply for and obtain all necessary permits required by the applicable jurisdiction in which the Home is located, as well as interconnect standard documentation required for final interconnect with Your applicable utility provider (the "Utility").
- ii. Renue will conduct a site survey of the Premises. Based upon that site survey, RENU ENERGY SOLUTIONS will finalize your solar array(s) dimensions as well as document the electrical configuration in the form of a one-line diagram.
- iii. Renue will procure, install and integrate, in a good and workmanlike manner, the equipment described and purchased on page 1 of the Agreement so as to deliver an operable solar power generating System.
- iv. Renue will meet and reasonably cooperate with county and utility inspections so that System passes inspection.
- v. After receipt of permission to operate ("PTO") from the Utility, Renue will energize the System so that you have an operating system that meets or exceeds normal professional standards of performance within the solar photovoltaic power generation industry.
- vi. If You have marked "Yes" in the Box labeled "HOA Approval" on the first page of this Agreement, You understand and Agree that Renue has no obligation to commence any work under this Agreement until Renue has received formal, written approval of the Project and/or System from the applicable homeowner's or other similar association.

3. ADDITIONAL RENU OBLIGATIONS

Renue Agrees to:

- i. Schedule the installation of System at a mutually convenient date and time;
- ii. Notify you if the System design has to be materially changed so that you can review any such changes.
- iii. Clean up after ourselves during the construction of the System;
- iv. Repair the System pursuant to the Limited Warranty and reasonably cooperate with You when scheduling repairs;
- v. Install the System according to appropriate building and electrical code.

Purchaser ("You") Agree to:

- i. Consult with a professional tax advisor regarding the eligibility for and the use of available tax credits and the impact of any utility provided rebates;
- ii. Reasonably cooperate with the scheduling of Installation, County Inspection, and Utility Inspection;
- iii. Return and sign as needed documentation within 5 calendar days for Utility Interconnect agreement and, as applicable, Net Metering or Power Purchase Options agreements;
- iv. Ensure that the Premises has an on-going and continuous Internet connection with WIFI that is in operation prior to installation of the System;
- v. Have a standard homeowner's insurance policy for the Premises with liability coverage of at least \$100,000 per occurrence. *Note: this liability coverage is a requirement of the Utility;*
- vi. Allow access to installation site which includes external access to the roof, and entry inside the Premises and/or Home to complete required work;
- vii. During System installation, reasonably allow Renue's vehicles to use and park in the driveway of the Premises and/or in front of the Home so as to efficiently unload and install the System equipment.
- viii. Notify your homeowner's insurance agent of your System installation so as to insure your investment
- ix. If You have marked "Yes" to "HOA Approval Required" on the front page of this Agreement, You shall use your best efforts to secure such approval of the Project and/or System from any applicable homeowner's association or similar association, including exhausting any appeal rights available to Purchaser.

4. PURCHASER NOTIFICATIONS AND ACKNOWLEDGEMENTS

- i. Purchaser is aware that the power produced by the System is directly related to the total amount of sunlight captured by the panels; thus, shade from trees, bushes, and/or home improvements that add shade may reduce the total energy produced. Reduction in System performance due to shade is not a defect under either the Limited Warranty or Manufacturer Warranty.
- ii. Purchaser is aware that natural dirt, dust, and leaves as well as any other natural or unnatural refuse may accumulate on the solar panels and if not removed from the solar panels will reduce System performance. Reduction in System performance due to refuse on panels is not a defect under either the Limited Warranty or Manufacturer Warranty.
- iii. Purchaser is aware that certain unusual events, both natural and man-made, could severely impact System performance by blocking sunlight from reaching the panels for a significant period of time. These events could include but are not limited to wildfires, volcanic ash, dust storms and severe air pollution. Due to the rare nature of these events, these events are not modeled in any System performance figures and are not considered a defect under either the Limited Warranty or Manufacturer Warranty.
- iv. Purchaser acknowledges that for the solar power monitoring to be functional that the purchaser must maintain an operable internet connection with WIFI. The Purchaser is solely responsible for all internet, data and WIFI related charges. Purchaser acknowledges that if their Internet and/or WIFI is altered after the Solar PV installation that the Purchaser is responsible for reconnecting the Solar PV monitoring to the updated internet/WIFI.

- v. Purchaser acknowledges that the county and utility inspectors are neither employees nor contractors of Renue; therefore, there may be delays from the time of the System Installations to receiving Utility permission to operate ("PTO") due to backlogs with the county and utility inspectors.
- vi. Purchaser understands that all electrical work related to the Agreement will be performed by a licensed electrician, which may be an independent contractor, and that Renue is employing said licensed electrician to perform electrical work related to the Agreement in a workmanlike manner. Purchaser acknowledges an opportunity to consult with licensed electrician regarding this Agreement and the work to be performed by pursuant to this Agreement.
- vii. For this Agreement and determining the total cost set forth on the first page of the Agreement, Renue assumes that your existing electrical implementation is compliant with the code and standards of your local Authority Having Jurisdiction (the "AHJ"). If additional electrical work is required to bring your existing electrical implementation up to such code and standards, Renue will submit a change order to Purchaser for the additional work. Purchaser is aware that the System will not pass inspection until Purchaser's entire (i.e. solar and non-solar) electrical implementation meets code and standards.
- viii. Purchaser is aware that (a) if the System is grid-connected and (b) if System does NOT have an energy storage solution, that when the electrical grid is down that the System also will stop providing electricity. This is a requirement by the Utility to connect a solar system to the grid.
- ix. Purchaser is aware that Renue may have to open and/or cut the walls/drywall or ceiling during or after installation of the System in order to run conduit, satisfy an AHJ inspector, perform maintenance and/or fulfill Renue's Limited Warranty or the Manufacturer's warranty obligations. In these cases, Renue will patch the impacted wall and/or ceiling as well as apply spackle with reasonable professional care to the impacted area to fill in drywall cuts or penetrations caused by Renue. Purchaser will be solely responsible for costs and efforts associated to paint and/or re-paint any impacted area.

5. GROUND MOUNT PURCHASER OBLIGATIONS

If System requires trenching operations, Purchaser is responsible for marking underground private obstructions at Purchaser's expense. Private obstructions include, but are not limited to, private electrical lines, HVAC (including refrigerant, steam, and geothermal), water (including irrigation and wells), sanitary and waste-water, and storm water. Renue is only responsible for the marking of public utility, public water, public sewer and public storm lines through the 811 (nc811.com or sc811.com) service. Purchaser acknowledges that Purchaser's failure to mark private obstructions clearly and correctly may result in those obstructions being damaged and that Purchaser will be solely responsible for the costs associated to repair those private obstructions.

6. GROUND MOUNT PURCHASER REPRESENTATION

If System requires trenching operations, Purchaser represents that the trenching path from the PV array to the point of interconnection is free from aboveground and underground obstructions. Obstructions include, but are not limited to, boulders and underground utilities. Obstructions encountered during trenching and boring operations will be subject to a change order, with the costs of the same to be paid by Purchaser.

7. GROUND MOUNT MAX ELEVATION CHANGE

If the System is a Ground Mount, for this Agreement and determining the total cost set forth on the first page of the Agreement, the maximum elevation change between the highest elevation and lowest elevation for either the width or the length of the Ground Mount system is 18 Inches (i.e. 1.5 feet). If the maximum elevation difference exceeds 18 Inches, the additional "Grading" (the work to ensure a level base for the ground mount structure) is outside of the scope for this Agreement and Purchaser is responsible for the additional grading costs.

8. ROOF WARRANTY AND REPAIRS

In the event that the System is mounted on the roof of the Home or any structure on the Premises, Purchaser represents and warrants that each such said roof is structurally sound, free of defects, and is in such a condition as adequately to be able to support the installation of the System; If Purchaser decides to repair or remediate the Premises (including, if the System is roof-mounted, the roof thereof) for any reason not directly related to damage caused by the System, and if such repair requires the partial or complete temporary disassembly or relocation of the System, Purchaser shall pay Renue for (i) all work performed by Renue to disassemble, move, or reinstall the System at then prevailing rates.

9. PV MODULE POWER CLASS DEVIATION

Renue reserves the right to adjust the power class of the module specified in this Agreement by plus or minus 5 watts (+/- 5 W) due to market conditions including but not limited to product unavailability, manufacturing constraints, and global trade policy. In the event of such change, Renue will maintain the manufacturer specified in this Agreement. Should Renue change the power class of the module, such change will not affect any other term, condition or exhibit in this Agreement (other than total system size indicated on Page 1 of this Agreement).

10. ARBITRATION

With the exception of 1) suits or claims for money owed by Purchaser under this Agreement, 2) those suits or claims which deal with repossession of equipment and parts subject to this Agreement, 3) and those disputes which, by law, may not be submitted to Arbitration but must be determined by a judicial tribunal, any and all disputes arising out of or in connection with the Agreement shall, at the option of either party, be submitted to a panel of three arbitrators in the City of Charlotte, North Carolina, one to be appointed by each party, and the third by the two so chosen. If the parties agree, the dispute may be submitted to one arbitrator mutually agreeable to both parties. If there is a failure to select arbitrator(s) in this manner,



then the arbitrator(s) shall be selected in accordance with the Rules of the American Arbitration Association. The decision of the arbitrator, or in the case of three arbitrators, of any two of them, shall be binding and final. The arbitration shall be held in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order for enforcement as the case may be.

#### 11. LIMITATION OF DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, (A) RENU ENERGY SOLUTIONS, LLC (AND ITS MEMBERS, SUCCESSORS AND ASSIGNS), ITS SUBCONTRACTORS' AND SUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY RENU ENERGY SOLUTIONS OR PERFORMANCE OR NON-PERFORMANCE OF THE PURCHASED EQUIPMENT SHALL NOT EXCEED THE AGREEMENT PRICE FOR THE PURCHASED EQUIPMENT, AND (B) IN NO EVENT SHALL RENU ENERGY SOLUTIONS (AND ITS MEMBERS, SUCCESSORS AND ASSIGNS), ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUES OR PROFITS OR LOSS UNDER PURCHASES OR CONTRACTS MADE IN RELIANCE ON THE PERFORMANCE OR NON-PERFORMANCE OF THE PURCHASED EQUIPMENT, WHETHER SUFFERED BY PURCHASER OR ANY THIRD PARTY, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE PURCHASER, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY.

#### 12. PRIVACY/PUBLICITY

Purchaser grants Renu Energy Solutions, LLC the right to publicly use, display, share, and advertise the photographic images, videos, Project details, price and any other non-personally identifying information of your Project. Renu shall not knowingly release any personally identifiable information about you or any data associating you with the Project location. You may opt-out of these publicity rights by giving us written notice and mailing it to: Renu Energy Solutions, LLC Attention: Publicity Opt Out, 801 Pressley Rd. #100, Charlotte, NC 28217.

#### 13. DEFAULT BY PURCHASER

In the event that the Purchaser becomes insolvent, becomes the subject of any bankruptcy proceedings, or defaults in the performance of any term or condition of the Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. In any such event, RENU at its option, without notice or demand, shall be entitled (1) to initiate a lawsuit for said balance of the purchase price and for reasonable attorneys' fees plus out-of-pocket expenses and interest; (2) to enter any place where said equipment or parts are located and to take immediate possession of and remove said equipment or parts with or without legal process; (3) to retain all payments previously made as compensation for the use of said equipment or parts; (4) to resell said equipment or parts at public or private sale without notice or demand for and on behalf of the Purchaser; (5) to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put said equipment in salable condition, storage charges, taxes, liens, collection and attorneys' charges and all other expenses in connection therewith) to the balance then due to RENU for said equipment and parts and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. The Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. RENU is entitled to recover its reasonable attorney's fees, court costs and expert witness fees in any action against Purchaser under this Agreement. The remedies provided in this paragraph are in addition to and not in limitation of any other available remedy or remedies of RENU available at law or in equity, and each and every such remedy shall be cumulative and shall be in addition to every other remedy under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

#### 14. REPOSSESSION

In the event of default in payment, RENU shall have all rights of repossession and other rights available to a seller of goods under the laws applicable thereto. RENU shall have the right to file a UCC-1 Financing Statement (or other similar document) with the North Carolina Secretary of State or any applicable Register of Deeds with respect to all equipment or parts which are the subject of this Agreement. The Purchaser agrees that no part of the equipment or parts furnished under the proposal shall be considered a fixture or a part of any realty by reason of its being attached to real estate, and any equipment or parts may be separated from real estate for purpose of repossession by RENU or by its agent without liability for such removal if the Purchaser is in default in payment.

#### 15. REFERRAL PROGRAM

Renu provides a \$500 (Five Hundred and 00/100 dollars) referral bonus paid to Purchaser on customer referrals that lead to a fully funded Solar PV agreement with the Referral. Purchaser must have provided referral information to Renu PRIOR to the potential referral already contacting Renu. To qualify for the referral bonus, Purchaser must have (A) fulfilled

all obligations including payments to Renu of this Agreement and (B) provided 2 publicly available 4-star or 5-star reviews on one of the following sites: Google Reviews, YELP, FACEBOOK and/or BBB.org.

#### 16. INTEREST ON LATE PAYMENT

If Purchaser's account is not paid in full within 7 days from the billing date, Purchaser will be charged (and Renu shall be entitled to collect) interest at the rate of the greater of: a) the maximum rate allowed by law, or b) one and one-half percent (1 1/2%) per month computed on the unpaid portion of the balance of the previous month less payments or credit within the billing cycle.

#### 17. INTEGRATION CLAUSE

This Agreement contains the parties' entire agreement regarding the sale, purchase (including installation) of a solar electric system. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. Only an authorized officer of Renu may execute any change to this Agreement on behalf of Renu. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted so as to make them enforceable.

#### 18. GOVERNING LAW

The parties hereby agree that this Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina and, subject to the restrictions set forth in Paragraph 10, any action or lawsuit under this Agreement must be brought in Mecklenburg County, North Carolina.

#### 19. NOTICE OF RIGHT TO CANCEL

PURCHASER MAY CANCEL THIS AGREEMENT AT NO COST TO PURCHASER AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE PURCHASER SIGNED THIS AGREEMENT (THE "CANCELLATION PERIOD") BY NOTIFYING RENU, IN WRITING, OF THE SAME (SEE EXHIBIT 1 - THE ATTACHED NOTICE OF CANCELLATION FORM) AND DELIVERING A COPY OF SUCH SIGNED NOTIFICATION TO RENU WITHIN SUCH PERIOD. If Purchaser elects to cancel the Agreement during the Cancellation Period described herein, Renu will refund to the Purchaser 100% of any payments made by Purchaser as well as facilitate the refund for all finance payments made to Finance Partner, if any, so as to close out that financing arrangement with no charges. These refunds will be processed no later than fifteen (15) business days after receiving Purchaser's Notice of Cancellation Form.

#### 20. TERMINATION POLICY

After the Cancellation Period has expired, Purchaser may terminate this contract under one of the following terms. Upon such written termination and receipt by Renu of the payment called for herein, Renu and Purchaser shall have no further obligation to one another.

- i. If and only if Purchaser has marked "Yes" to **'HOA Approval Required'** on the front page of this Agreement reflecting that the approval of a homeowner's association or similar association is required for the Project and/or System, and subsequently the Project and/or System is denied approval by such applicable association, Renu will refund to the Purchaser 100% of any payments made by Purchaser as well as facilitate the refund of all finance payments made to Finance Partner, as to close out that financing arrangement with no charges. For purposes of this Paragraph, "denied approval" shall mean that the applicable association has issued a final written denial of approval of the Project.
- ii. After the Cancellation Period has expired and provided that Renu has not obtained any permits necessary to complete the Project and/or installation of the System, Purchaser may elect to terminate this Agreement by notifying Renu of the same, in writing, and thereafter paying to RENU the equivalent of 10% (**Ten Percent**) of the total price on the front page of this Agreement within seven (7) business days. Upon such termination, and receipt by Renu of the payment called for herein, Renu and Purchaser shall have no further obligation to one another.
- iii. After the Cancellation Period has expired and if Renu has obtained any permits necessary to complete the Project and/or installation of the System, Purchaser may elect to terminate this Agreement by notifying RENU of the same, in writing, and thereafter paying to Renu the equivalent of 35% (**Thirty-Five Percent**) of the total price on the front page of this Agreement within seven (7) business days.
- iv. After the Cancellation Period has expired and if Renu has installed any portion of the system, Purchaser may elect to terminate this Agreement by notifying Renu of the same, in writing, and thereafter paying to Renu the equivalent of 100% (**One Hundred Percent**) of the total price on the front page of this Agreement within seven (7) business days.

#### 21. HEADINGS

The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope of this Agreement or its provisions.

#### 22. ACCEPTANCE

This proposal shall terminate automatically upon the expiration of a period of fourteen (14) days after its date of submission unless it has been previously accepted by Purchaser by Purchaser affixing his/her signature thereon or revoked by Renu. This proposal shall become a binding Agreement, as accepted by Purchaser, only when approved in writing hereon by Renu affixing the signature of an authorized signee herein.



## 5 Year Solar Energy Production Guarantee

While Purchaser is buying the System for a number of benefits, Renu Energy Solutions recognizes the importance of the System’s estimated solar energy production, as calculated in kilowatt hours (“kWh”), from our company and our representatives. Therefore, subject to the exclusions outlined below, we provide a no hassle guarantee that, for the first five (5) years following energization of the System, if production generated by the system does not reach 95% of the estimated solar production in kWh as set forth on the cover page of this Agreement, accounting for normal System degradation, Renu Energy Solutions will pay purchaser as follows:

$$[(1^{st} \text{ Year kWh} \times \text{Degradation Factor}) - \text{Actual KWh Production}] \times (\text{Average Utility Rate Paid by Purchaser} \left( \frac{\$}{\text{kWh}} \right))$$

This will be paid annually with the *Actual kWh Production* being 365 days from the day of energization of the solar system. The maximum total liability for Renu Energy Solutions, LLC under the terms of this Production guarantee is the total price paid by Purchaser for the System.

ccd \_\_\_\_\_ Purchaser’s Initials

*Degradation Factor* for each year is as follows:

<i>Year</i>	<i>Degradation Factor</i>
1	0.950
2	0.945
3	0.940
4	0.935
5	0.930

**Exclusions:**

- i. Someone other than Renu or its approved 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 Renu Energy Solutions while servicing the System;
- iii. Your failure to perform, or breach of, your obligations under our Agreement (e.g., you modify or alter the either the System or the installed monitoring);
- iv. Your failure to provide a reliable internet connection for the solar monitoring to upload production data (note: periodic and intermittent internet outages of less than 1 day do not impact production data);
- v. Your failure to fulfill any obligations related to Tree/Shade Mitigation section (if checked ‘Yes’) on the front page of the Agreement.
- vi. New shading from foliage, trees, other landscaping or physical structures (e.g. a new chimney) that was not already existing at the time of the execution of the Agreement;
- vii. Theft of the System or any of its components;
- viii. Parts of the System or any of its components are recalled by the System Manufacturer(s) (e.g. REC, SunPower, LG, Hanwha, SolarEdge and others) due to a Manufacturer defect as long as Renu has exercised reasonable diligence to ensure that Purchaser receives new or comparable parts to replace recalled parts and components of the System;
- ix. Any Force Majeure Event; “Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Renu’s fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: pandemics; 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 Renu’s failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Renu.

## EXHIBIT 1

### NOTICE OF CANCELLATION

#### YOUR RIGHT TO CANCEL THIS CONTRACT.

The law gives you the legal right to rescind or cancel this Agreement without cost to you, but you must give notice of your decision to cancel within three (3) business days from whichever of the following events occurs last:

1. The date you signed the contract, which is \_\_\_\_\_ .
2. The date you received this notice of your right to cancel.

In addition to your legal right by the law to cancel this contract, Renu Energy Solutions, LLC provides an additional four (4) business days for a total of (7) business days (i.e. three required by law plus four additional days provided as a courtesy by Renu Energy Solutions) to rescind or cancel this Agreement without cost to you.

Payments made by you under the Agreement and any negotiable instrument executed by you will be returned within 10 business days following receipt by Renu of your timely cancellation of this Agreement. If you have received any money, property or equipment, you must then offer to return the money or property. If returning the property is impractical or unfair, you must compensate us for its fair market value. You may offer to return the property at your home or at the location of the address below. If we do not take possession of the money or property within 30 calendar days of your offer, you may keep it without further obligation.

#### How to Cancel

If you decide to cancel this Agreement, you may do so by notifying us in writing at the address appearing on the Agreement. You may use any written statement signed and dated by you that states your intention to cancel, or you may use this notice by dating and signing it below. If you cancel by mail or telegram, you must send the notice no later than midnight of (or midnight of the seventh business day of the events listed above). If you send or deliver your notice in some other way, it must be delivered to the above address not later than that time.

#### I Wish to Cancel

Purchaser's Name: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_



## EXHIBIT 2

### RENU ENERGY SOLUTIONS LIMITED WARRANTY

This Limited Warranty (this "Limited Warranty") is Renu Energy Solutions' agreement to provide you warranties on the Solar PV Power Generating System. The System will be professionally installed by Renu Energy Solutions. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when we start installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

#### Limited Warranties

##### (a) System Warranty

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, for ten (10) years;

##### (b) Roof Warranty

All roof penetrations we make for your System will be watertight. This roof warranty will run for five (5) years.

##### (c) Damage Warranty

We will repair damage we cause to your Home, your belongings or your Property or pay you for the damage we cause, as limited by Section LIMITATIONS ON LIABILITY

#### Claims Process

You can make a claim by:

- A. emailing us at the email address at [info@renuenergysolutions.com](mailto:info@renuenergysolutions.com);
- B. writing us a letter and sending it overnight mail with a well-known service;

#### Transferable Limited Warranty

Renu will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who purchases the system from you (e.g. you sell your house with system intact).

#### RENU ENERGY SOLUTIONS STANDARDS

In regards to this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) 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.

#### Exclusions and Disclaimer

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

- (a) someone other than Renu or its approved service providers installed, modified, removed, re-installed, expanded or repaired the System;
- (b) someone other than Renu or its approved service providers integrates an energy storage solution with the PV system.
- (b) destruction or damage to the System or its ability to safely produce power not caused by Renu Energy Solutions while servicing the System (e.g., if a tree falls on the System then this should be covered by your home insurance policy);
- (c) your failure to perform, or breach of, your obligations under our Agreement (e.g., you modify or alter the System);
- (d) your breach of this Limited Warranty, including your being unavailable to provide access to us in diagnosing or repairing a problem;
- (e) any Force Majeure Event (as defined below);
- (f) shading from foliage, trees and other landscaping
- (g) 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);

(h) theft of the System or any of its components

(i) damage to your Home, belongings or property that results from our roof penetrations after the end of the Roof Warranty; and

(j) damage to the system due to ball strikes (e.g. hit baseball)

#### FORCE MAJEURE

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Renu's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: pandemics; 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 Renu's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Renu including a grid supply voltage outside of the standard range specified by Purchaser's utility; and failure of equipment not utilized by Renu or under its control.

#### LIMITATIONS ON LIABILITY

##### (a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL RENU OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

##### (b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY.

##### (c) Limitation on damages to your home, belongings and property.

SUBJECT TO THE LIMITATION ON DAMAGES SET FORTH IN PARAGRAPH 11 OF THE AGREEMENT, FOR DAMAGES TO YOUR HOME, BELONGINGS AND PROPERTY, THE TOTAL LIABILITY OF RENU SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000).

[END OF RENU LIMITED WARRANTY]




# Damanti PV agreement

Final Audit Report

2022-09-12

Created:	2022-09-12
By:	Justin Parrish (jparrish@renuenergysolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK6G4sOdAxHofaSqDER1KXq27irPGWDSS

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