

## Encor Monitoring and Customer Obligations

### 1. Encor Monitoring:

- Encor Solar, as a service, will set up a monitoring system that will allow you to log into a portal and view the electricity production of your system. We will also instruct you on mobile application setup if necessary.
- It is very important to note that the monitoring connection requires a working wifi signal at the site to connect and transfer the data to the software used for your viewing online. The data uploaded is minimal in size your data pipeline or speed in any significant manner.
- To establish the initial connection we will need to have access to connect to the wifi using your login information. This information may be considered sensitive to some homeowners, so we have put forth (2) options outlined. Please check one option.

1. Any homeowner may provide their login information below:  
Network Name: \_\_\_\_\_  
Passcode: \_\_\_\_\_

2. The homeowner will be present at final installation and provide the necessary login information at that time.

### 2. Customer Obligations. You acknowledge and agree to the following:

- Your local utility is South River EMC (the "Utility"). You agree that the Home will remain connected to your Utility "Net Energy Meter" for the Initial Term
- Encor Solar uses the new equipment installed to monitor and record your electricity production, and gives you the flexibility to monitor your system production at all times. This new equipment communicates data through your homes secure wifi for your use.
- If the meter installed by Encor Solar or its Installation Partners loses connection it will be the responsibility of the Homeowner to notify Encor Solar to report loss of wifi connection.
- If your wifi service provider changes it will be important that you notify Encor Solar so that we may establish re-connection to the proper equipment for your system monitoring.

Customer Name: Bernardo Twyne

Signature: Bernardo Twyne Date: 7/17/2023

**LETTER OF AUTHORIZATION (LOA)**

Date: 7/17/2023

Homeowner Name: Bernardo Twyne

Homeowner Address: 429 Angel Oak Dr  
Bunnlevel NC 28323

Letter of Authorization for: HOA

Dear Homeowners Association:

Bernardo Twyne (Customer Name) hereby authorizes Encor Solar to communicate with and apply for a solar system approval for the Homeowner with the address: 429 Angel Oak Dr for the HOA Little and young. We also authorize Encor Solar to obtain information on how to submit for the solar and construction application and to receive information on the approval of the application. All construction questions may be answered by Encor Solar.

**DISCLAIMER:** By signing this letter of authority ("LOA"), homeowner acknowledges and agrees that Encor Solar's representation on homeowner's behalf pursuant to this LOA is limited to requests for approval of solar system installation and related work. Homeowner further agrees to hold Encor Solar free and harmless from any liability for cost and/or penalty that may arise from submitting or processing the request for approval of the solar energy system. Homeowner also acknowledges that this LOA is not a guarantee of HOA approval of any request for solar system installation.

Homeowner Name: Bernardo Twyne

Homeowner Signature: Bernardo Twyne

Home Address: 429 Angel Oak Dr Bunnlevel NC 28323

Date: 7/17/2023

# PURCHASE AND INSTALLATION AGREEMENT

- 1** – CUSTOMER DETAILS
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# ENCŌR SOLAR PURCHASE AND INSTALLATION AGREEMENT

## CUSTOMER CONTRACT NOTES

Encōr is excited to be providing you with your new solar energy system!

We want to ensure as seamless a process as possible in your going solar. Delays in system installation can result from minor issues, like a name not matching on a document or not having all the proper documentation together.

Please note the following important points to ensure that there are no hold-ups due to such minor issues:

1. **Name and address details:** Your name and address on the agreement below must match the name and address on your utility bill and your homeowner's insurance policy.
2. **Homeowner's Insurance Policy:**
  - a. Your homeowner's insurance policy should have liability coverage on a "per occurrence" basis.
  - b. Additionally, your homeowner's policy should not expire in the next 3 months.
3. **Proof of title:** You must have proof of title to your property.

If any of the above does not match or is not accurate, you will need to make the appropriate updates or take other necessary actions to get your system installed and working.

Encōr looks forward to working with you!

## ENCŌR SOLAR PURCHASE AND INSTALLATION AGREEMENT

THIS PURCHASE AND INSTALLATION AGREEMENT (“**Agreement**”) is entered into by and between the “**Purchaser**” indicated below, and Encōr Solar LLC, a Utah limited liability company (“**Contractor**”). Purchaser and Contractor each may be referred to herein as a “**Party**” and collectively as the “**Parties.**”

| ENCŌR SUPPORT LINE: 888-543-6267 | CONTRACTOR LICENSE # U.35743 / L.99580 |

### Customer Details:

<b>EFFECTIVE DATE:</b>	7/17/2023		
<b>PURCHASER</b> ("YOU," "YOUR," OR "HOMEOWNER"):	<b>HOMEOWNER:</b>		<b>Co - HOMEOWNER:</b>
	Bernardo Twyne		
<b>PROPERTY ADDRESS</b> ("PROPERTY"):	429 Angel Oak Dr, Bunnlevel, NC, 28323		
<b>PHONE NUMBER:</b>	(470) 242-9481		

### Project Details:

<b>PROJECTED COST:</b>	<b>PROJECT COST (USD): LENDER*:</b>				<b>TERM LENGTH (YRS):</b>		<b>APR**:</b>	
	27313.12		GoodLeap		25		4.49	
<small>*Cash terms: \$1000 due at time of signed Agreement by the Purchaser, remaining balance due <u>on the day of installation</u>. **APR based on automatic ACH enrollment. APR will increase by .50% if opted out or not provided prior to installation.</small>								
<b>PROJECTED ADDERS</b> (IF APPLICABLE):	<b>HOME EFFICIENCIES:</b>				<b>BATTERY:</b>			
	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A				<input type="checkbox"/> YES   BRAND/MODEL: _____			
<b>QUANTITY: _____</b>								
<b>ADDITIONAL INFO:</b> (IF APPLICABLE):	<b>POTENTIAL CREDIT/REBATE AMOUNT*:</b>				<b>DOWN PAYMENT:</b>			
	0.00		0.00					
<small>(*TAX CREDITS ARE AN ESTIMATED AMOUNT. AS THE PURCHASE AND OWNER OF A SOLAR PHOTOVOLTAIC SYSTEM, YOU MAY QUALIFY FOR CERTAIN FEDERAL, STATE, LOCAL, OR OTHER REBATES, TAX CREDITS, OR INCENTIVES (COLLECTIVELY, "INCENTIVES"). IF YOU HAVE ANY QUESTIONS AS TO WHETHER AND WHEN YOU QUALIFY FOR ANY INCENTIVES AND THE AMOUNT OF SUCH INCENTIVES, PLEASE CONSULT AND DISCUSS WITH YOUR PERSONAL TAX OR FINANCIAL ADVISOR. NEITHER ENCŌR NOR YOUR LENDER (IF ANY) MAKES ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE AVAILABILITY OR TIMING OF SUCH INCENTIVES.)</small>								
<b>TOTAL SOLAR COST:</b>	27313.12							
<b>SYSTEM SIZE:</b>	4.400		<b>ESTIMATED*</b>		<b>ANNUAL</b>		<b>PRODUCTION</b>	
			(kWh): 6165		_____		_____	
<b>MODULE TYPE:</b>	Hanwha		Q.PEAK DUO BLK ML-G10		<b>QUANTITY: 11</b>			
<b>INVERTER TYPE:</b>	Enphase		IQ8PLUS-72-2-US		<b>QUANTITY: 11</b>			
<b>UTILITY INFO:</b> (IF AVAILABLE):	<b>UTILITY NAME:</b>		<b>ACCOUNT #:</b>		<b>METER #:</b>			
			00000000		0000000			

## ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

1. **PURCHASE AND INSTALLATION.** You and Contractor acknowledge and agree that the solar energy system identified above ("**System**") sold by Contractor and purchased by Purchaser hereunder will be installed, tested, and interconnected by Contractor ("**Installation**") at the Property.
2. **YOUR OBLIGATIONS.** You agree to:
  - (a) Purchase the System and fully perform your obligations pursuant to this Agreement;
  - (b) Grant Contractor and its subcontractors and agents reasonable access to the Property, and cooperate with Contractor for the purpose of the Installation, including installing, using, and maintaining electric lines, inverters, and meters necessary to interconnect the System to your electric system;
  - (c) Cooperate with Contractor and assist in obtaining any permits needed, including any documentation related to net metering;
  - (d) Maintain your landscaping, including trees, bushes, shrubs, and other vegetation, and any constructions on the Property, such that the System receives maximum solar availability;
  - (e) Turn on the System following Installation using the instructions provided by Contractor;
  - (f) Obtain any consent of any third party required for the Installation, such as a homeowner's association. Contractor will provide reasonable assistance, upon written request, to help you in obtaining any required third-party consent. Contractor is not responsible for any fines, penalties, assessments, or other payment requests or demands or any legal actions, including liens, imposed by any such third party; and
  - (g) Allow Contractor to connect the System to your local electric utility grid and provide all necessary authorizations for such interconnection.
3. **CONTRACTOR'S OBLIGATIONS.**
  - (a) **Installation, Insurance and Liability.** Contractor agrees to:
    - (i) Sell the System to Purchaser and schedule the Installation at a mutually convenient date and time;
    - (ii) Install the System according to written plans you review;
    - (iii) Notify you if the System design has to be materially changed so that you can review any such changes;
    - (iv) Give you reasonable notice when it or its subcontractors need to access the System and/or the Property;
    - (v) Keep the Property reasonably free from waste materials or rubbish caused by its or its subcontractors' activities during the Installation process;
    - (vi) Remove all of its or its subcontractors' tools, construction/installation equipment, machinery, waste materials, and rubbish from and around the Property prior to utility approval of the System;
    - (vii) Provide reasonable assistance to Purchaser in turning on the System following Installation and obtaining all necessary permissions and approvals;
    - (viii) Assure that any roof penetrations made for the System shall be completely weather-tight for the period of ten years;
    - (ix) Return the Property to a condition similar to its condition immediately prior to Installation at the completion of Installation, excluding the installed System and its various components and normal wear and tear (subject to Excluded Services performed pursuant to Section 5 below);
    - (x) Carry adequate commercial general liability, commercial automobile liability, workers' compensation, and any other insurance required by applicable laws and



## ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

- regulations to perform under this Agreement. You may request evidence of a contractor's insurance coverage; and
- (xi) Be responsible for damage caused to the Property, property of third parties or bodily injury arising from the Installation to the extent caused by it or its subcontractors.
- (b) **Conditions to Installation.** Contractor's obligation to install the System is conditioned on the completion of a thorough physical inspection of the Property and other due diligence, including having in place the necessary and appropriate third-party consents for Installation, to confirm the suitability of the Property for the construction, installation, and operation of the System.
4. **SERVICES NOT INCLUDED IN THE INSTALLATION ("Excluded Services").** This Agreement does not include an obligation by Contractor to perform any of the following Services:
- Remove or dispose of any hazardous substances that currently exist on the Property;
  - Improve the construction of the roof of the Property to support the System;
  - Remove or replace existing rot, rust, or insect-infested structures;
  - Provide structural framing for any part of the Property;
  - Pay for or correct construction errors, omissions, or deficiencies caused by you, your contractors, other third parties for which Contractor is not responsible, or other causes not under Contractor's reasonable control;
  - Pay for, remove or remediate mold, fungus, mildew, or organic pathogens;
  - Upgrade your existing electrical service;
  - Install any smoke detectors, sprinklers, or life-safety equipment required by municipal code or inspectors as a result of the System installation;
  - Pay for the removal or relocation of equipment, obstacles, or vegetation in the vicinity of the System;
  - Provide ongoing monitoring of the System;
  - Pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes any cost to attend any public hearings, notification of neighbors, or additional drawings required);
  - Paint electrical boxes or conduit at the Property; or
  - Move items unassociated with the System around the Property.
5. **PERFORMANCE OF EXCLUDED SERVICES.** If an Excluded Service must be performed to properly complete the installation of the System:
- Proposal.** Contractor will promptly notify you of the necessity of the performance of such Excluded Services. If appropriate, Contractor will present a proposal of the costs to you for Contractor to perform such Excluded Services.
  - Your Obligation.** You agree to promptly either sign a separate contract for the Excluded Services with Contractor, or to cause such Excluded Services to be completed by a separate contractor in accordance with Contractor's installation schedule. Until such Excluded Services have been performed in a quality and workmanlike manner such that the System may be safely installed at the expected cost, Contractor has no obligation to install the System.
  - Ongoing Monitoring.** You are responsible for monitoring System production and for reporting under- or non-production you find to Contractor. To the extent that you do not report under- or non-production within 30 days, Contractor is not responsible for such periods of under- or non-performance. This does not affect Contractor's obligations to

## ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

diagnose and either repair or replace components and installation of the System pursuant to the Limited Warranty.

6. **INTEGRATION AND CONFLICTS.** This Agreement represents the complete agreement between you and Contractor and supersedes any and all prior oral or written agreements, discussions, and negotiations between you and Contractor. In the event of any conflict between the terms of this Agreement and any other agreement between you and Contractor, the terms of this Agreement shall control. No amendment to this Agreement will be effective unless it is in writing and signed by both you and a senior manager or executive officer of Company. For the avoidance of doubt, Contractor's individual independent sales representatives do not have the power to vary or amend the terms of this Agreement, and any such variations or amendments shall be null and void.
7. **MISCELLANEOUS PROVISIONS.**
- (a) **Property Ownership.** You represent and warrant that you are the owner of the Property and have the authority necessary to enter into this Agreement.
  - (b) **Concealed Conditions.** To the best of your knowledge, you acknowledge that there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites, or mold.
  - (c) **Roof Warranty.** If the Installation is to a roof, you acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof contractor.
  - (d) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT), REGARDLESS OF THE FORM OF THE ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY DAMAGES, IN THE AGGREGATE, THAT ARE IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO IT FOR PERFORMING THE INSTALLATION.
  - (e) **Excusable Delay:** Contractor shall not be liable for any delays or failure in the performance of the Installation if such delays or failures are due to strikes, inclement weather, acts of God, or other causes beyond the reasonable control of Contractor, including delays due to permitting, licensing, inspection, or other required building department or other government entity action caused by no fault of Contractor.
  - (f) **Waiver of Certain Claims.** Except as otherwise provided in the Limited Warranty, as further described below, you waive, release, and promise never to assert any claims or causes of action, whether or not now known, including (without limitation) claims to attorney fees or costs, against Contractor or its predecessors, successors or past or present parent companies, subsidiaries, and other affiliated companies, as well as any of their respective past or present stockholders, directors, officers, employees, consultants, attorneys, agents, insurers, shareholders, members, and assigns related to the Installation; provided, however, that such waiver shall not apply to any such claims or causes of action arising solely from Contractor's gross negligence or willful misconduct.



## ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

- (g) **Limited Warranty.** The Parties agree that any warranty claims regarding the System are covered by the terms and conditions set forth in the Limited Warranty, a copy of which is appended as Exhibit A (Limited Warranty) to this Agreement.
  - (h) **Estimated Tax Credits or Incentives.** The Parties agree that it is Purchaser's sole responsibility to determine (in consultation with Purchaser's tax advisor) whether any federal, state, or other tax credit or similar incentive may apply to the purchase of the System. Purchaser acknowledges that in entering into this Agreement, Purchaser has not relied on any federal, state, or other tax credit or incentive that may have been estimated by Contractor in any proposal or otherwise.
  - (i) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State in which the Property is located, without reference to that State's principles of conflict of laws.
  - (j) **Mechanic's Liens.**
    - (i) Contractor's failure to pay those persons supplying material or services to complete this Agreement can result in the filing of a mechanic's lien on the property which is the subject of this Agreement. To avoid this result, you may ask Contractor for "Lien Waivers" from all persons supplying material or services for the work described in this Agreement. Failure to secure lien waivers may result in paying for labor and material twice.
  - (k) Consent is hereby given for filing of mechanic's liens by any person who supplies materials or services for the work described in this Agreement on the property on which it is located if he is not paid.
8. **TERM AND TERMINATION.** This Agreement shall continue in full force and effect until the earlier of one (1) year from the Effective Date or until otherwise terminated by Contractor with or without cause, effective upon written notice to you. Upon termination, those obligations which by their nature should survive termination shall continue, such as (without limitation) Contractor's indemnity, removal, and clean-up obligations, and Contractor's liability for damages as set forth in Section 3(a)(x) of this Agreement.
- (a) **Cancellation Policy:** You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. To cancel this Agreement, you must comply with the terms and conditions set forth in the Notice of Cancellation included in this Agreement in duplicate, attached as Exhibit B (Notice of Cancellation) to this Agreement, including the payment of any applicable cancellation fees detailed in the Notice of Cancellation. To the extent you qualify in the State in which the Property is located for a lengthier period in which to cancel this transaction, such lengthier period will apply, notwithstanding any shorter period referenced in the Notice of Cancellation.
  - (b) **Custom-Built or Special-Ordered Products.** Many of our products are custom-built or special-ordered. These items include, but are not limited to, power centers and builds, battery boxes, and batteries. If you need to cancel an order for any of these products, there is a separate cancellation fee, even if the item has not yet shipped. The cancellation fee will vary depending on the applicable manufacturer. Certain products are non-cancellable and therefore non-refundable. This fee is the same fee that the applicable manufacturer charges Contractor (in other words, Contractor will pass this cancellation fee onto you). If there was a discount on your order, that amount will be deducted from the refund. For example, if your order had free shipping, you will not be refunded for the shipping charges. Similarly, you will not receive a refund for parts that were bought as part of a system or build.

# ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

[signature page follows]

# ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

Contractor and Purchaser, intending to be bound, hereby acknowledge that they have read and agree to the provisions in this Agreement.

DO NOT SIGN THIS AGREEMENT IF THE BOXES BELOW ARE BLANK.

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

<b><u>PURCHASER'S NAME (PRINTED):</u></b> Bernardo Twyne
<b><u>SIGNATURE:</u></b>  <i>Bernardo Twyne</i>
<b><u>DATE:</u></b> 7/17/2023

<b><u>CO-PURCHASER'S NAME (PRINTED):</u></b>
<b><u>SIGNATURE:</u></b>
<b><u>DATE:</u></b>

CONTRACTOR:  
**ENCOR SOLAR, LLC**

NAME OF AUTHORIZED REPRESENTATIVE (PRINTED):

Jeremy Smith

SIGNATURE:

DocuSigned by:  
*Jeremy Smith*

DATE: 7/17/2023

# ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

## EXHIBIT A: LIMITED WARRANTY

### TEN-YEAR LIMITED WARRANTY

Subject to the limitations and exclusions herein, during the Limited Warranty Term (as defined below), Contractor shall bear the full cost for diagnosing, and, in Contractor's sole discretion, either repairing or replacing any of the components and installation of the Covered Components and Battery Storage and Generator (as such terms are defined below) that materially fail or suffer a material malfunction, except to the extent such material failure or malfunction is covered in whole or in part by the manufacturer(s) of the Covered Components or Battery Storage and Generator, as applicable. Electricity storage equipment such as batteries, battery cables, charge controllers, or any other equipment not eligible for the rebate/incentive programs in the State in which the Property is located is covered only when installed by Contractor.

### A. GENERAL TERMS

This ten (10)-year limited warranty ("Limited Warranty") begins on the later to occur of (i) Contractor's completion of the System installation and (ii) final approval from the relevant building department or other government entity, and ends ten (10) years from that date (the "Limited Warranty Term"). This Limited Warranty extends to the Purchaser and to any subsequent owner(s) of the real property where the System was installed for the duration of the Limited Warranty Term.

### B. COVERED COMPONENTS

This Limited Warranty covers the following components and installation of the System to the extent installed by Contractor (together, the "Covered Components"): photovoltaic modules, mounting brackets or tracking structures, inverters, wiring, foundations for free-standing systems, utility-required interconnection equipment, together with any other equipment eligible for the rebate or incentive programs in the State in which the Property is located. This Limited Warranty also extends to any leaks proximately caused by roof penetrations Contractor made while installing the System, but it does not extend to leaks that would have occurred even in the absence of such penetrations.

### C. BATTERY STORAGE AND GENERATOR INSTALLATIONS

This Limited Warranty covers the following components and installation of the battery backup, generator backup, and/or storage to the extent installed by Contractor (together, the "Battery Storage and Generator"): battery, transfer switch, backup interface, inverter, wiring, gas line connection, electrical connection, electrical bypass, wall installation mounts, ground installation mounts, together with any other equipment required for storage installation.

### D. EXCLUSIONS

Notwithstanding the forgoing, this Limited Warranty does not cover: (i) damage or malfunction caused by a failure to properly operate or maintain the System in accordance with printed instructions provided by Contractor and/or the System manufacturer(s); (ii) damage or malfunction caused by any repair,

## ENCŌR SOLAR PURCHASE AND INSTALLATION AGREEMENT

replacement or installation of a part or service not provided or authorized in writing by Contractor; (iii) damage or malfunction resulting from Purchaser or third-party abuse, accident, alteration, improper use, negligence or vandalism, earthquake, fire, flood or other acts of God, war or terrorism, or acts of parties outside Contractor's control; or (iv) damage or malfunction resulting from the performance of repairs, maintenance, or replacement of Purchaser's roof by anyone other than Contractor. To avoid damage excluded from this Limited Warranty, all hardware installations or upgrades should be performed only by Contractor or its authorized subcontractor, or with Contractor's prior written consent. Purchaser's roof will naturally degrade over the course of this Limited Warranty. Therefore, Contractor shall have no liability for damage to Purchaser's roof or System, except: (a) to the extent it is determined that such damages were caused by Contractor's gross negligence or willful misconduct, or (b) where Purchaser's roof was installed by Contractor.

### E. FOR WARRANTY SERVICE, CONTACT:

Encōr Solar  
3049 W Executive Pkwy  
Lehi, UT 84043  
Customer Service Hotline: **888-543-6267**

Customer Initials: BT

# ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

## EXHIBIT B: NOTICE OF CANCELLATION

Date of transaction: 7/17/2023

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

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

To cancel this transaction, mail, email, or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to *Encor Solar, 3049 W Executive Pkwy, Lehi, UT 84043* [Legalnotices@encorsolar.com](mailto:Legalnotices@encorsolar.com) NOT LATER THAN MIDNIGHT OF 07/20/2023, THREE BUSINESS DAYS from the above date ("**Cancellation Period**").

In instances when cancellation requests are made following the end of the Cancellation Period but prior to System installation, you will owe the following fees to the seller. Such fees will be deducted from amounts owed to you, if any; otherwise, you must pay such fees to seller within 30 days of your receipt of notice of the fees from seller:

- Requests after the Cancellation Period but before engineering begins: \$2,000
- Requests after engineering starts but before permitting is submitted: \$3,500
- Requests after permitting is submitted, but before procurement of System components: \$4,500
- Requests after procurement of System components, but before System installation: \$5,000 plus a restocking fee equal to 15% of the cost of the System
- Except in the case of seller's material breach, seller may, in its discretion, reject any cancellation request made following System installation. If seller agrees to cancel the transaction, seller may charge you the above fees, plus any additional costs incurred in removing the System.

Property Address: 429 Angel Oak Dr,  
Bunnlevel, NC, 28323

I HEREBY CANCEL THIS TRANSACTION.

PURCHASER  
 PRINT NAME: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

CO-HOMEOWNER:  
 Print Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



# ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

## NOTICE OF CANCELLATION (duplicate copy)

Date of transaction: 7/17/2023

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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

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

To cancel this transaction, mail, email, or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to *Encor Solar, 3049 W Executive Pkwy, Lehi, UT 84043* [Legalnotices@encorsolar.com](mailto:Legalnotices@encorsolar.com) NOT LATER THAN MIDNIGHT OF 07/20/2023, THREE BUSINESS DAYS from the above date ("**Cancellation Period**").

In instances when cancellation requests are made following the end of the Cancellation Period but prior to System installation, you will owe the following fees to the seller. Such fees will be deducted from amounts owed to you, if any; otherwise, you must pay such fees to seller within 30 days of your receipt of notice of the fees from seller:

- Requests after the Cancellation Period but before engineering begins: \$2,000
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- Requests after permitting is submitted, but before procurement of System components: \$4,500
- Requests after procurement of System components, but before System installation: \$5,000 plus restocking fee equal to 15% of the cost of the System
- Except in the case of seller's material breach, seller may, in its discretion, reject any cancellation request made following System installation. If seller agrees to cancel the transaction, seller may charge you the above fees, plus any additional costs incurred in removing the System.

Property Address: 429 Angel Oak Dr,  
Bunnlevel, NC, 28323

I HEREBY CANCEL THIS TRANSACTION.

PURCHASER  
PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CO-HOMEOWNER:  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

<b>HIGH COST ADDERS (IF APPLICABLE)</b>				
<b>CUSTOMER NAME:</b>				
Bernardo Twyne				
	<u>COST</u>	<u>PRICE PER WATT</u>		
<b>SYSTEM SIZE:</b>	4.400			
<b>LOAN AMOUNT:</b>	27313.12			
<b>SOLAR COST:</b>	27313.12			
<u>HOME EFFICIENCY AND ADDITIONAL ADDERS</u>				
<b>LED'S:</b>				
<b>THERMOSTAT:</b>				
<b>BATTERY BRAND: QTY:</b>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; height: 30px;"></td> <td style="width: 30%; height: 30px;"></td> </tr> </table>				
<b>OTHER:</b>				
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<b>OTHER:</b>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; height: 30px;"></td> </tr> </table>				

**Certificate Of Completion**

Envelope Id: 98610B1A17D942F999555A0032EE89DB	Status: Completed
Subject: Solar Closing Documents for Bernardo Twyne	
Source Envelope:	
Document Pages: 16	Signatures: 3
Certificate Pages: 2	Initials: 15
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Docs Team
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	3049 Executive Way
	Lehi, UT 84043
	production@gosolo.io
	IP Address: 35.226.245.99

**Record Tracking**

Status: Original	Holder: Docs Team	Location: DocuSign
7/17/2023 5:10:24 PM	production@gosolo.io	
Status: Original	Holder: Docs Team	Location: DocuSign
7/17/2023 5:10:26 PM	DAAS@gosolo.io	

**Signer Events**

Signature	Timestamp
Spurling Cook spurling.cook@encorsolar.com Security Level: .PaperDocuments ID: 204abd86-cde3-4d1b-b948-067adf811425 7/17/2023 5:11:14 PM	Completed  Using IP Address: 174.210.69.127
	Sent: 7/17/2023 5:10:25 PM Viewed: 7/17/2023 5:11:24 PM Signed: 7/17/2023 5:11:37 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Bernardo Twyne Btwyne21@gmail.com Security Level: .PaperDocuments ID: 9bf99134-d9e4-4396-8f92-5f583696d9fe 7/17/2023 5:11:55 PM	<i>Bernardo Twyne</i>  Signature Adoption: Pre-selected Style Using IP Address: 174.210.69.127	Sent: 7/17/2023 5:11:38 PM Viewed: 7/17/2023 5:12:01 PM Signed: 7/17/2023 5:24:33 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Docs Team production@gosolo.io Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 7/17/2023 5:10:26 PM Viewed: 7/17/2023 5:10:26 PM Signed: 7/17/2023 5:10:26 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Encor Ops Encorops@encorsolar.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/17/2023 5:24:34 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2023 5:10:26 PM
Certified Delivered	Security Checked	7/17/2023 5:12:01 PM
Signing Complete	Security Checked	7/17/2023 5:24:33 PM
Completed	Security Checked	7/17/2023 5:24:34 PM

Payment Events	Status	Timestamps
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