

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 Central Electric Member (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: Jason Duncan

Signature:  Date: 11/8/2023

LETTER OF AUTHORIZATION (LOA)

Date: 11/8/2023

Homeowner Name: Jason Duncan

Homeowner Address: 36 Trenton Pl
Cameron NC 28326

Letter of Authorization for: HOA

Dear Homeowners Association:

Jason Duncan (Customer Name) hereby authorizes Encor Solar to communicate with and apply for a solar system approval for the Homeowner with the address: 36 Trenton Pl 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: Jason Duncan

Homeowner Signature:  _____

Home Address: 36 Trenton Pl Cameron NC 28326

Date: 11/8/2023

PURCHASE AND INSTALLATION AGREEMENT

- 1** — CUSTOMER DETAILS
- 2** — PROJECT DETAILS
- 3** — OBLIGATIONS
- 4** — EXCLUDED SERVICES
- 5** — LIMITATION OF LIABILITY
- 6** — LIMITED WARRANTY
- 7** — NOTICE OF CANCELLATION

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:

EFFECTIVE DATE:	11/8/2023		
PURCHASER ("YOU," "YOUR," OR "HOMEOWNER"):	HOMEOWNER:		Co - HOMEOWNER:
	Jason Duncan		
PROPERTY ADDRESS ("PROPERTY"):	36 Trenton Pl, Cameron, NC, 28326		
PHONE NUMBER:	(240) 529-4055		

Project Details:

PROJECTED COST:	PROJECT COST (USD): LENDER*:			TERM LENGTH (YRS):		APR**:	
	78741.94		Enfin solar Finance 30		3.99		
<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>							
PROJECTED ADDERS (IF APPLICABLE):	HOME EFFICIENCIES:			BATTERY:			
	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A			<input type="checkbox"/> YES BRAND/MODEL: _____			
QUANTITY: _____							
ADDITIONAL INFO: (IF APPLICABLE):	POTENTIAL CREDIT/REBATE AMOUNT*:			DOWN PAYMENT:			
	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>							
TOTAL SOLAR COST:	78741.94						
SYSTEM SIZE:	12.800		ESTIMATED*		ANNUAL		PRODUCTION
			(KWH): 18163		_____		
MODULE TYPE:	Hanwha		Q.PEAK DUO BLK ML-G10		QUANTITY: 32		

INVERTER TYPE:	Enphase		IQ8PLUS-72-2-US		QUANTITY: 32		

UTILITY INFO: (IF AVAILABLE):	UTILITY NAME:		ACCOUNT #:		METER #:		
			78096001		159385535		

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:
- (a) Remove or dispose of any hazardous substances that currently exist on the Property;
 - (b) Improve the construction of the roof of the Property to support the System;
 - (c) Remove or replace existing rot, rust, or insect-infested structures;
 - (d) Provide structural framing for any part of the Property;
 - (e) 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;
 - (f) Pay for, remove or remediate mold, fungus, mildew, or organic pathogens;
 - (g) Upgrade your existing electrical service;
 - (h) Install any smoke detectors, sprinklers, or life-safety equipment required by municipal code or inspectors as a result of the System installation;
 - (i) Pay for the removal or relocation of equipment, obstacles, or vegetation in the vicinity of the System;
 - (j) Provide ongoing monitoring of the System;
 - (k) 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);
 - (l) Paint electrical boxes or conduit at the Property; or
 - (m) 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:
- (a) **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.
 - (b) **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.
 - (c) **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.

ENCÖR 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.

<u>PURCHASER'S NAME (PRINTED):</u> Jason Duncan
<u>SIGNATURE:</u> 
<u>DATE:</u> 11/8/2023

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

CONTRACTOR:
ENCOR SOLAR, LLC

NAME OF AUTHORIZED REPRESENTATIVE (PRINTED):

Jeremy Smith

SIGNATURE:

DocuSigned by:
Jeremy Smith

DATE: 11/6/2023



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: 

ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

EXHIBIT B: NOTICE OF CANCELLATION

Date of transaction: 11/8/2023

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 NOT LATER THAN MIDNIGHT OF 11/11/2023, 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: 36 Trenton P1, Cameron,
NC, 28326

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: 11/8/2023

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

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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 NOT LATER THAN MIDNIGHT OF 11/11/2023, THREE BUSINESS DAYS from the above date ("**Cancellation Period**").

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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: 36 Trenton Pl, Cameron,
NC, 28326

I HEREBY CANCEL THIS TRANSACTION.

PURCHASER
PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CO-HOMEOWNER:
Print Name: _____

Signature: _____

Date: _____



ENCOR SOLAR PURCHASE AND INSTALLATION AGREEMENT

HIGH COST ADDERS (IF APPLICABLE)		
CUSTOMER NAME:		
<div style="border: 1px solid black; padding: 5px; width: 100%;">Jason Duncan</div>		
	<u>COST</u>	<u>PRICE PER WATT</u>
SYSTEM SIZE:	12.800	
LOAN AMOUNT:	78741.94	
SOLAR COST:	78741.94	
<u>HOME EFFICIENCY AND ADDITIONAL ADDERS</u>		
LED'S:		
THERMOSTAT:		
BATTERY BRAND: QTY:		
<div style="border: 1px solid black; display: flex; width: 100%; height: 20px;"> <div style="flex: 1;"></div> <div style="flex: 1;"></div> </div>		
OTHER:		
<div style="border: 1px solid black; height: 20px;"></div>		
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OTHER:		
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Attachment 1 -- Application for Interconnection of Distributed Generation

Tier 1(10 kW or less)

See Your Electric Distributor's Website for DG Application Submission and Contact information.

This Application is considered complete when it provides all applicable and correct information required below.

Participant

Name: Jason Duncan

Address: 36 Trenton Pl

City: Cameron State: NC Zip: 28326

Telephone (Day): (240) 529-4055 (Evening): _____

Fax: _____ E-Mail Address: jduncan872@gmail.com

Electric Service Account Number 78096001

Owner of Building if different than customer _____

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of System (If different than customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

ELECTRICAL CONTRACTOR (as applicable)

Company: _____

Mailing Address: 305 Heatherwilde Blvd

City: Pflugerville County: _____ State: TX Zip Code: 78660

Phone Number: 801-336-7300 Representative: _____

Email Address: _____ Fax Number: _____

Contractor's License # _____ City/County/State _____

Generating Facility Information

Location (if different from above): _____

Vendor: _____

Account Number: 78096001

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Energy Source: Solar Wind Hydro Other (describe) _____

Attach support information to show testing and listing by a Nationally Recognized Laboratory for compliance with the codes and standards outlined in 1.4.1 – 1.4.4 for the proposed system.

Estimated Installation Date: _____ Estimated In-Service Date: _____

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

ADDITIONAL INFORMATION – Single Line Diagram

In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment, (generators, transformers, inverters, circuit breakers, protective relays, batteries, number and location of PV Panels, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the address or grid coordinates of the facility.

Permission to Interconnect

Participant must not operate their generating facility in parallel with Distributor’s system until written authorization for interconnection and parallel operation has been received from Distributor. Unauthorized parallel operation could result in injury to persons and /or damage to equipment and/or property for which the customer may be liable.

Interconnection Participant Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true.

Signed:  _____

Title: _____ Date: 11/8/2023

ELECTRIC COOPERATIVE
INTERCONNECTION AND PARALLEL OPERATION AGREEMENT
FOR DISTRIBUTED GENERATION RATED 2 MW AND LESS

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by Jason Duncan (“Participant”), _____, (“Distributor”), a corporation organized under the laws of Mississippi, and Cooperative Energy (“Supplier”), a corporation organized under the laws of Mississippi, and

WHEREAS, the intent of this Agreement is to define the responsibilities of the Parties in order for Participant to install, interconnect and operate distributed energy producing distributed generation equipment (“DG Equipment”) for the purpose of providing distributed electric energy for Participant’s use and/or for sale. The Parties to this Agreement are further defined as:

- **Participant:** A member-consumer of the Distributor desiring to install DG Equipment at the Participant’s currently metered location and interconnect it to the Distributor’s electric power distribution system and operate the DG equipment in parallel with Distributor’s system.
- **Distributor:** A rural electric distribution utility which delivers and sells power to member-consumers through use of its electric power distribution system, and who purchases all its electric energy and power needs from Supplier.
- **Supplier:** Cooperative Energy, a generation and transmission rural electric utility that generates, transmits and supplies wholesale electric energy and power for sale to Distributor through the Wholesale Power Agreement between Distributor and Supplier. Should Participant desire to sell excess distributed electric energy produced by its DG Equipment delivered into the electric facilities of Distributor from the DG facilities of Participant (“*Excess DG Energy*”). Supplier will purchase the Excess DG Energy.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Scope of Agreement

- 1.1. This Agreement is applicable to conditions under which the Distributor, Supplier and Participant agree that one or more generating systems and all related interconnection equipment (described in the Application For Interconnection of Distributed Generation and attached to this agreement and hereinafter referred to as “Qualifying System”) located at Participant’s currently metered location with gross power rating of ____kW and to be interconnected at ____V may be interconnected to the Distributor’s electric power distribution system (“System”).

Participant is not allowed to proceed with parallel operation until:

- 1.1.1. Participant submits a completed Application and Application fees, if applicable.
- 1.1.2. Participant receives from Distributor notice that the Application is approved and that Participant may install equipment.
- 1.1.3. Participant pays any outstanding construction or project fees.
- 1.1.4. Participant submits proof of insurance to Distributor, if required.
- 1.1.5. Participant installs the approved DG system.
- 1.1.6. Participant provides Supplier with a completed and signed IRS Tax Form W-9 if Participant elects for Supplier to purchase Excess DG Energy.
- 1.1.7. Participant arranges with Distributor and/or Supplier for an on-site inspection and to witness the Commissioning Test.
- 1.1.8. Participant corrects any outstanding installation deficits noted during Commissioning Test and successfully completes new Commissioning Test.
- 1.1.9. Participant signs a document stating the Qualified System was properly installed and tested upon successfully completing the installation commissioning.
- 1.1.10. Interconnection Agreement with attachments is executed by the Participant, Distributor and Supplier.
- 1.1.11. Upon successfully satisfying all requirements for interconnection, Participant receives written authorization signed by Distributor to proceed with interconnection and parallel operation.

2. Establishment of Point of Interconnection

The “Point of Delivery” is defined in Distributor’s rules, regulations, by-laws, and rates (“Rules”) which are incorporated herein by reference. The Distributor, Supplier and Participant will define the “Point of Interconnection” and agree to interconnect the Qualifying System at the Point of Interconnection in accordance with the Distributor’s Rules and the generator and all related interconnection equipment will comply with the Interconnection Procedures for Cooperative–Member Distributed Generation Program (“Interconnection Procedures”).

3. General Responsibilities of the Parties

- 3.1. Distributor and Supplier have reviewed the proposed generation and related equipment as described in the Application for compliance with the Distributed Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1.1. Qualifying System has been certified as meeting the applicable codes and standards and has passed the Fast Track Screening Process, or
 - 3.1.2. Distributor and Supplier, in agreement with Participant, have conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by the additional studies have been implemented and Participant has paid for such changes where necessary;
- 3.2. Participant shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the IEEE 1547 Series of Standards and the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System.
- 3.3. Participant shall provide Local Building Code Official inspection certification to the Distributor, if applicable. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved and has met all electrical and mechanical qualifications.
- 3.4. After installation, the Participant shall return any required certifications to the Distributor. Prior to parallel operation, the Distributor and Supplier may inspect the Qualifying System for compliance with standards which may include a witness test. After successful completion of the inspection and witness test (if performed) and any deficiencies corrected, Participant may begin parallel operation only after Participant has received written authorization that has been executed by both Distributor and Supplier.
- 3.5. Participant shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice, and in addition to other required testing and compliance (see Section 3.6 of this Agreement) and must comply with the latest version of IEEE 519, Recommended Practice and Requirements for Harmonic Control in Electric Power Systems.
- 3.6. Participant shall be responsible for protecting its distributed generation equipment, inverters, protective devices, and other system components from damage which may be incurred during normal and abnormal conditions and operations that occur on the electrical grid in delivering and restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Distributor and Supplier will have the right to request and receive copies of the test results. Participant shall provide Distributor and Supplier with a list of scheduled or required tests and the results of these tests whether or not Distributor or Supplier elect to witness the testing prior to or at the time of the Final Inspection of Qualifying System.
- 3.7. Participant shall identify an individual (by name and/or title) who will perform as "Operator in Charge" of the System. This individual must be familiar with this Agreement as well as provisions of the Rules and any other agreements or regulations that may apply and must be one of the two persons authorized in Section 5.1 of this Agreement to provide access to the facility.

4. Inspection and On-Going Compliance

Distributor will provide Participant with as much notice as reasonably practicable, either in writing, email, facsimile or by phone, as to when Distributor and/or Supplier may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Distributor shall have access to Participant's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet Distributor's legal obligation to provide service to its member customers.

5. Manual Disconnect Switch

- 5.1. Participant must install a manual, lockable, visible load break disconnect switch between the generation source and the Distributor's electric power distribution system that is visibly marked "**Distributed Generation Disconnect**". The AC disconnect shall provide for dead front access. The disconnect switch shall be mounted separate from the Distributor's meter socket in a visible location within five feet of the Distributor's meter socket or as otherwise approved by the Distributor. Participant shall ensure that such manual disconnect switch shall remain readily accessible to Distributor and be capable of being locked in the open position by the Distributor with a single utility padlock.
- 5.2. The following shall be required for Tier 3 installations: A permanent, weatherproof single line diagram of the facility must be located immediately adjacent to the disconnect switch. Names and current telephone numbers of at least two persons, one of whom must be the "Operator in Charge" of the System, authorized to provide access to the facility and who have authority to make decisions regarding the interconnection and operation of the Qualifying System will be included, shall be listed below the line diagram.

6. Disconnection/Reconnection

- 6.1. Distributor may open the manual disconnect switch or disconnect Participant's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Qualifying System, without prior notice to Participant. To the extent practicable, however, prior notice shall be given, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has been remedied, Distributor will unlock the disconnect switch so Participant may re-energize the Qualifying System.
- 6.2. Distributor has the right to disconnect the Participant-owned distributed generation at any time. Some of the examples that may require disconnect are:
 - 6.2.1. Emergencies or maintenance requirements on Distributor's system;
 - 6.2.2. Hazardous conditions existing on Distributor's system due to the operation of Participant's generating or protective equipment as determined by Distributor; and

6.2.3. Adverse electrical effects, such as power quality problems, on the electrical equipment of Distributor's other electric customers caused by the Participant-owned distributed generation as determined by Distributor.

6.2.4. Participant is no longer a member-consumer at the location in question.

6.2.5. This Agreement is terminated in accordance with the provisions of Section 12 of this Agreement.

7. Modifications/Additions to Participant-Owned Distributed Generation

If Participant desires to modify the Qualifying System in a manner that increases its gross power rating, Participant must submit the proposed expansion for approval according to the Interconnection Procedures. For any modification not increasing the gross power rating Participant must provide Distributor and Supplier with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications.

8. Indemnity

Participant agrees to release, indemnify, and save harmless Distributor, Supplier, and their respective agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by Participant, Participant's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of Participant's Qualifying System. The obligations of this Section 8 shall survive termination of this agreement.

9. Assignment

This Interconnection Agreement shall not be assignable by Participant.

10. Insurance

10.1 Distributor and Supplier require the following levels of Liability Insurance for Personal Injury and Property Damage during the entire term of the Interconnection Agreement:

10.1.1. Tier 1 Generation (up to 10 kW) – Participant is obligated to maintain appropriate amounts of insurance;

10.1.2. Tier 2 Generation (greater than 10 kW but equal to or less than 100 kW) – Participant shall maintain an amount of not less than \$500,000;

10.1.3. Tier 3 Generation (greater than 100 kW but less than 2 MW) – Participant shall maintain an amount of not less than \$1,000,000 and include the following;

10.1.2.1 Workers' Compensation Insurance, with statutory limits as required by the laws and regulations applicable to employees.

10.1.2.2 Comprehensive or Commercial General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement, and Personal Injury Coverage in the amount of \$1 million per occurrence for Bodily Injury and Property Damage.

10.1.2.3 Participant/Operator's policy shall list Distributor and Supplier, as "additional insured".

10.1.2.4 Participant/Operator shall execute a Waiver of Subrogation in favor of Distributor and Supplier and obtain an endorsement from the insurance company.

10.1.2.5 Participant/Operator shall provide a mechanical breakdown insurance policy or endorsement in the amount of \$1M.

10.2 Tier 2 and Tier 3 insurance policies shall be in such form and issued by such insurer as shall be satisfactory to Distributor and Supplier. Participant shall furnish Distributor and Supplier a certificate evidencing compliance with the foregoing requirements before written authorization to proceed with parallel operation will be granted. Participant shall subsequently submit similar proof to Distributor and Supplier within thirty (30) calendar days of any policy change, renewal or cancellation.

11 Generation Data

11.1 For Tier 3 (>100kW but less than 2 MW) generation, Distributor and Supplier require access to Participant's generation data on a monthly basis. Remote access to generation data will be made available to Distributor and Supplier through one (1) of three (3) options:

11.1.2 Plug and Play meter;

11.1.3 Internet access, or;

11.1.4 Telephone circuit.

11.2 Participant will be responsible for the purchase and maintenance of all equipment necessary to allow remote access when Internet access or a Telephone circuit is needed.

12 Effective Term and Termination Rights

12.1 This Agreement becomes effective when executed by the Parties. The Agreement will continue in effect unless terminated as per one of the following conditions: (a) Any Party may terminate this Agreement at any time by giving the other Parties at least sixty (60) days' written notice; (b) any Party may terminate if one of the other Parties has defaulted or failed to comply with the terms of the Agreement and failed to cure within thirty (30) days after receiving written notice of the default or failure.

12.2 This Agreement shall terminate in the event Participant is no longer a member-consumer at the location in question.

12.3 The rights and obligations of Sections 6 and 8 shall survive termination of this Agreement.

13 Entirety of Agreement and Prior Agreements Superseded

This Agreement, including the Rules executed by Distributor, Supplier and Participant, and all attached Exhibits expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in Participant's Application for Interconnection of Distributed Generation or other written information provided by the Participant in compliance with the Rules.

14 DG Fees

14.1 Monthly DG fees (including metering fees and billing fees), if applicable, will be listed in the Distributor's and Supplier's Rate Schedule, or attached as a Rider to the Rate Schedule.

14.2 Distributor shall add to the monthly bill of Participant, if applicable, a DG Fee in an amount per month as published in the most recent fee structures of Distributor and Supplier to cover administrative, metering and other Supplier and Distributor expenses related to serving interconnected distributed generation. Distributor and/or Supplier may revise the amount charged for the monthly DG Fee upon giving thirty (30) day advance written notice of such change.

15 DG Metering

15.1 If Participant elects to sell Excess DG Energy to Supplier pursuant to Section 19, Metering suitable to Distributor and Supplier for measuring such Excess DG Energy shall be provided by Distributor in accordance with this Agreement and Distributor's and/or Supplier's Rules.

15.2 Reading of Meter: If Participant elects to sell Excess DG Energy to Supplier pursuant to Section 19, Distributor shall read the meter monthly and report to Supplier the excess electric energy delivered to the electric facilities of Distributor from the DG facilities of Participant.

16 DG Billing

16.1 Determination of Excess DG Energy: If Participant elects to sell Excess DG Energy to Supplier pursuant to Section 19, the Excess DG Energy delivered (kWh) shall be measured at the meter.

16.2 Payment for Excess DG Energy: If Participant elects to sell Excess DG Energy to Supplier pursuant to Section 19, a Statement by Supplier covering payment for Excess DG Energy shall be rendered to Participant along with a check for the amount due if the Participant's accumulated credit exceeds \$25.00. Regardless of the Excess DG Energy credit amount

accumulated by December 31st, Supplier shall pay the amount due Participant by the twentieth (20th) day of February in the subsequent year.

17 Governing Law

Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

18 Notices

Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Participant:

Jason Duncan

36 Trenton Pl

Cameron NC 28326

(b) If to Distributor:

(c) If to Supplier:

Manager Wholesale Services Programs
Cooperative Energy
P.O. Box 15849
Hattiesburg, MS 39404-5849

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

19 Power Purchase

19.1 DG Energy Power Purchase Rate: Participant can elect for Supplier to purchase all metered excess electric energy delivered into the electric facilities of Distributor from the DG facilities of Participant (“Excess DG Energy”) in accordance with Supplier’s Applicable Distributed Generation Rate.

19.2 Power Purchase Choice


_____ Participant elects to sell Excess DG Energy to Supplier by selecting this option and completing, signing and submitting to Supplier IRS Tax Form W-9. The amount paid for Participant’s Excess DG Energy is stated in Supplier’s Applicable **Distributed Generation Rate**.

_____ Participant **declines** to sell Excess DG Energy to Supplier by selecting this option. Participant **does not** need to complete or sign IRS Tax Form W-9. Participant may elect at a later date to sell Excess DG Energy to Supplier by written notice and acceptance.

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

(Participant)

(Distributor)

BY:  _____

BY: _____

TITLE: _____

TITLE: _____

DATE: 11/8/2023 _____

DATE: _____

(Supplier)

BY: _____

TITLE: _____

DATE: _____

COOPERATIVE ENERGY

Effective: July 1, 2016

Distributed Generation Rate DG-1 (Renewable)

Page 1 of 3

AVAILABILITY OF SERVICE

This Distributed Generation Rate (DG-1) ("Rate") is available to qualifying Member-Consumers ("Participants") of Distributor's distribution system (where "Distributor" is a rural electric distribution cooperative served by Cooperative Energy, hereinafter "Supplier"). This rate is available where Distributor's electric distribution facilities of adequate capacity and suitable phase and voltage are adjacent to the premises to be served, and Service is taken according to the Service Policy and Character of Service Available of the Distributor. Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, Distributor may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make Service available.

This Rate is available to Participants on a first-come, first-served basis until such time as the installed level of net metered capacity expressed in kW (direct current, or "dc") exceeds at any time 3 percent of the Distributor's total system peak demand expressed in kW recorded during the prior calendar year.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Distributor's or Supplier's Service Policies or in the Mississippi Public Service Commission ("MPSC") Mississippi Renewable Energy Net Metering Rule and Mississippi Distributed Generator Interconnection Rule.

APPLICABILITY

This Rate is applicable to any Participant who takes Service under the Distributor's standard Rate Schedules who has signed an Interconnection and Parallel Operation Agreement for Renewable Generation Rated 2MW and Less between Participant, Distributor and Supplier ("Agreement"), has installed an approved renewable electric energy producing distributed generation equipment system ("Qualifying System") in accordance with the Agreement and:

- If a residential Participant, has installed a Qualifying System with a net nameplate generating capacity of no more than 10 kWdc, or
- If a non-residential Participant, has installed a Qualifying System with a net nameplate generating capacity of no more than 2 MWdc (2,000 kWdc) and the Qualifying System is sized to offset no more than 110% of the Participant's annual energy usage at that location. If the non-residential Participant is not offsetting any on-site load, they will only be eligible for the Cooperative Energy Avoided Cost payment.

Such facilities must be located on the Participant's premises, be owned or leased by the Participant, and must be a Qualifying System in accordance with the Agreement.

Participants may not take Service under this Rate and simultaneously take Service under the provisions of any other alternative source generation or co-generation tariff or rate.

The provisions of the Participant's standard Rate Schedule are modified as specified herein.

This Rate and the terms and conditions set out herein are available for and applicable to purchases of energy only by Supplier from a Participant who owns (or leases) and operates a Qualifying System with a rated output no greater than 2 MWdc (2,000 kWdc). Such Qualifying System shall be installed on the property of Participant and interconnected with the distribution system of a Distributor to provide all or part of Participant requirements of electric energy, or from which Participant may elect to sell to Supplier such output of excess renewable electric energy delivered into the distribution system of Distributor ("Delivered Energy").

Supplier and Distributor will authorize the Qualifying System of Participant to interconnect and operate in parallel with the electric systems of Distributor and Supplier under conditions as outlined in the section below, **Parallel Operation**, and in accordance with the terms and conditions of the Agreement.

COOPERATIVE ENERGY

Effective: July 1, 2016

Distributed Generation Rate DG-1 (Renewable)

Page 2 of 3

Rate

Supplier will purchase such excess renewable electric energy generated from the Qualifying System of Participant at the Rate as defined below and under the terms and conditions stated herein. Supplier reserves the right to change said Rate at its discretion, provided Supplier has notified Participant of such change in writing at least thirty (30) days in advance of the effective date of the revised Rate.

Distributed Generation Rate DG-1(Renewable):

- For all kWh purchased by Cooperative Energy, \$0.045/kWh.

Rate Components considered in the development of the DG-1 Rate:

- Cooperative Energy Avoided Cost: Cooperative Energy projected annual Avoided Cost of energy.
- Distribution Line and Power Transformer Losses: Credit to DG facility for losses not incurred by distribution system.
- Renewable Energy Credit ("REC"): Credit to DG facility for the Mississippi Market Value for RECs (Note: Owners of DG facilities that do not use a renewable resource to generate electricity are not eligible for the Renewable Energy Credit).
- Ownership of RECs will be transferred to Cooperative Energy.
- Cooperative Renewable Incentive: A Cooperative Board approved temporary adder to incentivize installation of Renewable generation in order for critical mass to be achieved so that any cost or benefits of Renewable generation can be accurately assessed.

METERING

The Participant shall be responsible for the cost of installing and maintaining acceptable metering and telemetry equipment that satisfies the metering and telemetry equipment requirements as detailed in the Agreement.

Supplier and Distributor shall have access to all such meters at reasonable times during normal business hours of Participant, and shall regularly provide to Participant copies of all information provided by such meters.

PAYMENT FOR EXCESS RENEWABLE ELECTRIC ENERGY

Supplier or Distributor shall read monthly, the meter used for measuring electric energy purchases from Participant. Payment to Participant for Delivered Energy shall be rendered according to the terms and conditions of the Agreement and as follows:

A Statement from Supplier covering credits for Delivered Energy shall be rendered to Participant along with a check for the amount due if the Participant's credit for Delivered Energy exceeds \$25.00. A monthly credit of \$25.00 or less will be accumulated and paid when the total amount due Participant exceeds \$25.00.

Regardless of the accumulated amount due Participant for Delivered Energy by December 31 of each year the Agreement is in effect, Supplier shall pay the amount due Participant for sale of such Delivered Energy by the twentieth (20th) day of February in the subsequent year.

COOPERATIVE ENERGY

Effective: July 1, 2016

Distributed Generation Rate DG-1 (Renewable)

Page 3 of 3

PARALLEL OPERATION

Renewable electric energy producing distributed generation facilities of a Participant desiring to interconnect with the distribution system of the Distributor must meet the specifications, terms and conditions contained in the Agreement. Upon approval of the Qualifying System installation, successful completion of the Commissioning and execution of the Agreement, Supplier and Distributor will, in accordance with the terms and conditions of said Agreement, authorize Participant to interconnect and operate its Qualifying System in parallel with the electric distribution system of Distributor.

CURTAILMENT

In addition to the terms of the Agreement, Supplier and/or Distributor reserve the right to curtail a purchase from Participant when:

1. Supplier or Distributor has a system emergency and purchases would (or could) contribute to such emergency, or
2. Supplier has been directed by the regional Reliability Coordinator that the purchase of energy from Participant must be curtailed because of a system emergency or for other reliability related reasons

Participant will be notified of each curtailment in a manner as timely as possible.

Cooperative Energy

Effective: October 1, 2016

Non-Renewable Distributed Generation Rate DG-2

AVAILABILITY OF SERVICE

This Non-Renewable Distributed Generation Rate DG-2 ("Rate DG-2") is available to qualifying Member-Consumers ("Participants") of Distributor's distribution system (where "Distributor" is a rural electric distribution cooperative served by Cooperative Energy, hereinafter "Supplier"). This rate is available where Distributor's electric distribution facilities of adequate capacity and suitable phase and voltage are adjacent to the premises to be served, and Service is taken according to the Service Policy and Character of Service Available of the Distributor. Where facilities of adequate capacity and suitable phase and voltage are not adjacent to the premises to be served, Distributor may, at its option, require a contribution, higher minimum bill, facilities charge, or other compensation to make Service available.

Rate DG-2 is available to Participants on a first-come, first-served basis until such time as the installed level of net metered capacity (the sum of renewable and non-renewable net metered distributed generation capacity) expressed in kW (direct current, or "dc") exceeds at any time 3 percent of the Distributor's total system peak demand expressed in kW recorded during the prior calendar year.

Note: Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Distributor's or Supplier's Service Policies or in the Mississippi Public Service Commission ("MPSC") Mississippi Renewable Energy Net Metering Rule and Mississippi Distributed Generator Interconnection Rule.

APPLICABILITY

RateDG-2 is applicable to any Participant who takes Service under the Distributor's standard Rate Schedules, who has signed an Interconnection and Parallel Operation Agreement for Non-Renewable Distributed Generation Rated 2MW and Less between Participant, Distributor and Supplier ("Agreement"), has installed an approved non-renewable electric energy producing distributed generation equipment system ("Qualifying Non-Renewable System") in accordance with the Agreement, and:

- If a residential Participant, has installed a Qualifying Non-Renewable System with a net nameplate generating capacity of no more than 10 kW, or
- If a non-residential Participant, has installed a Qualifying Non-Renewable System with a net nameplate generating capacity of no more than 2 MW (2,000 kW).

Such facilities must be located on the Participant's premises, be owned or leased by the Participant, and must be a Qualifying Non-Renewable System in accordance with the Agreement.

Participants may not take Service under Rate DG-2 and simultaneously take Service under the provisions of any other alternative source generation or co-generation tariff or rate.

The provisions of the Participant's standard Rate Schedule are modified as specified herein.

Rate DG-2 and the terms and conditions set out herein are available for and applicable to purchases of energy only by Supplier from a Participant who owns (or leases) and operates a Qualifying Non-Renewable System with a rated output no greater than 2 MW (2,000 kW) for a non-residential Participant and a rated output no greater than 10 kW for a residential Participant. Such Qualifying Non-Renewable System shall be installed on the property of Participant and interconnected with the distribution system of a Distributor to provide all or part of Participant requirements of electric energy, or from which Participant may elect to sell to Supplier such output of excess non-renewable electric energy delivered into the distribution system of Distributor ("Delivered Energy").

Supplier and Distributor will authorize the Qualifying Non-Renewable System of Participant to interconnect and operate in parallel with the electric systems of Distributor and Supplier under conditions as outlined in the section below, **Parallel Operation**, and in accordance with the terms and conditions of the Agreement.

COOPERATIVE ENERGY**Non-Renewable Distributed Generation Rate DG-2**

Page 2 of 3

Rate

Supplier will purchase such excess non-renewable electric energy generated from the Qualifying Non-Renewable System of Participant at the rate as defined below and under the terms and conditions stated herein. Supplier reserves the right to change Rate DG-2 at its discretion, provided Supplier has notified Participant of such change in writing at least thirty (30) days in advance of the effective date of the revised Rate.

Non-Renewable Distributed Generation Rate DG-2(Non-Renewable):

- For all kWh purchased by Cooperative Energy, \$0.023/kWh.

Rate Components considered in the development of the DG-2 Rate:

- Cooperative Energy Avoided Cost of energy, plus
- An adjustment for Distribution Line and Power Transformer Losses (Credit to Qualifying Non-Renewable System for losses not incurred by Distributor's distribution system)

METERING

The Participant shall be responsible for the cost of installing and maintaining acceptable metering and telemetry equipment that satisfies the metering and telemetry equipment requirements as detailed in the Agreement.

Supplier and Distributor shall have access to all such meters at reasonable times during normal business hours of Participant, and shall regularly provide to Participant copies of all information provided by such meters.

PAYMENT FOR EXCESS NON-RENEWABLE ELECTRIC ENERGY

Supplier or Distributor shall read monthly, the meter used for measuring electric energy purchases from Participant. Payment to Participant for Delivered Energy shall be rendered according to the terms and conditions of the Agreement and as follows:

A Statement from Supplier covering credits for Delivered Energy shall be rendered to Participant along with a check for the amount due if the Participant's credit for Delivered Energy exceeds \$25.00. A monthly credit of \$25.00 or less will be accumulated and paid when the total amount due Participant exceeds \$25.00.

Regardless of the accumulated amount due Participant for Delivered Energy by December 31 of each year the Agreement is in effect, Supplier shall pay the amount due Participant for sale of such Delivered Energy by the twentieth (20th) day of February in the subsequent year.

PARALLEL OPERATION

Non-Renewable electric energy producing distributed generation facilities of a Participant desiring to interconnect with the distribution system of the Distributor must meet the specifications, terms and conditions contained in the Agreement. Upon approval of the Qualifying Non-Renewable System installation, successful completion of the Commissioning and execution of the Agreement, Supplier and Distributor will, in accordance with the terms and conditions of said Agreement, authorize Participant to interconnect and operate its Qualifying Non-Renewable System in parallel with the electric distribution system of Distributor.

COOPERATIVE ENERGY

Effective: October 1, 2016

Non-Renewable Distributed Generation Rate DG-2

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CURTAILMENT

In addition to the terms of the Agreement, Supplier and/or Distributor reserve the right to curtail a purchase from Participant when:

1. Supplier or Distributor has a system emergency and purchases would (or could) contribute to such emergency, or
2. Supplier has been directed by the regional Reliability Coordinator that the purchase of energy from Participant must be curtailed because of a system emergency or for other reliability related reasons

Participant will be notified of each curtailment in a manner as timely as possible.

Certificate Of Completion

Envelope Id: 2A4563628B584C9DA3428F8481BF7E1C	Status: Completed
Subject: Solar Closing Documents for Jason Duncan	
Source Envelope:	
Document Pages: 33	Signatures: 5
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 Parkway
	Lehi, UT 84043
	production@gosolo.io
	IP Address: 35.226.245.99


Record Tracking

Status: Original	Holder: Docs Team	Location: DocuSign
11/6/2023 3:51:40 PM	production@gosolo.io	
Status: Original	Holder: Docs Team	Location: DocuSign
11/6/2023 3:51:43 PM	DAAS@gosolo.io	

Signer Events

Signer Events	Signature	Timestamp
Tyler Wallace	Completed	Sent: 11/6/2023 3:51:43 PM
tyler.wallace@encorsolar.com		Viewed: 11/6/2023 3:52:06 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 89.117.254.30	Signed: 11/6/2023 3:52:20 PM

Electronic Record and Signature Disclosure:
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Jason Duncan		Sent: 11/6/2023 3:52:22 PM
jduncan872@gmail.com		Viewed: 11/8/2023 7:29:45 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	Signed: 11/8/2023 7:33:35 AM
	Using IP Address: 172.59.221.231	
	Signed using mobile	

Electronic Record and Signature Disclosure:
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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	COPIED	Sent: 11/6/2023 3:51:43 PM
production@gosolo.io		Viewed: 11/6/2023 3:51:43 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: 11/8/2023 7:33:37 AM
Electronic Record and Signature Disclosure: 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	11/6/2023 3:51:43 PM
Certified Delivered	Security Checked	11/8/2023 7:29:45 AM
Signing Complete	Security Checked	11/8/2023 7:33:35 AM
Completed	Security Checked	11/8/2023 7:33:37 AM

Payment Events	Status	Timestamps
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