

## S U B S C R I P T I O N   A G R E E M E N T

# Energy System Subscription Agreement

## L E S S O R

**Sunlarus Energy, LLC**

Delaware Limited Liability Company  
6990 Lake Ellenor Dr  
Orlando, Florida

## L E S S E E

**Bob Smith**

123 Main Street  
Orlando, FL 32809

## E F F E C T I V E   D A T E

**April 30, 2026**

This Solar Energy System Subscription Agreement ("Agreement") is made and entered into as of **April 30, 2026** (the "Effective Date") by and between **Sunlarus Energy LLC**, a Delaware Limited Liability Company with its principal place of business at 6990 Lake Ellenor Dr, Orlando, Florida ("Lessor"), and **Bob Smith**, a residential customer located at **123 Main Street, Orlando, FL 32809** ("Lessee").

Lessor and Lessee are sometimes referred to individually as a "Party" or collectively as the "Parties."

## PLAIN LANGUAGE SUMMARY

*This summary is provided for convenience only. The formal terms that follow govern the Agreement; in the event of any conflict between this summary and those terms, the formal terms control.*

**No lien on your home.** We do not place a lien on your home. We file a standard UCC-1 financing statement on the solar equipment itself — the same protection used across the equipment-leasing industry (copiers, solar panels, farm equipment) to document that the leased equipment belongs to us, not to you. Your home's title remains free and clear. When you sell, if the buyer does not want the system, we take it away and release the filing. No trace.

**Savings commitment.** Save 30% based on your past 12 months of usage, backed by our production guarantee and inclusive of your utility's minimum charges. That means your total annual electricity spend (our Monthly Rent plus any residual utility charges, including the utility's fixed monthly minimum or customer charge) is priced to be at least thirty percent (30%) below what you would have paid the utility alone over the same period. See Section 3.3.

**First-year savings guarantee.** If your actual first-year savings fall short of 30%, we pay you the difference. At month 12 we compare what you paid (Sunlarus Rent plus any residual utility bills for kWh) to what you would have paid the utility alone. If the total is more than 70% of what the utility would have cost, we credit the shortfall against your future Rent — or pay you cash if you're on a 1-Year Term and don't renew. No cap. Because Florida solar production and utility net-metering credits vary seasonally, customers who start closer to summer will generally see a larger true-up credit than those who start in cooler months. See Section 3.3(b).

**Choose your term.** Pick a 1-year, 3-year, or 5-year commitment. Whatever term you pick, your Monthly Rent stays exactly the same for the entire term. No mid-term adjustments. No escalators. Your payment in the final month is the same as the first. Price only changes if and when you voluntarily renew. See Section 2.

**Renewal on the same terms.** At the end of your Term, you can renew. 1-year Terms renew in 1-year blocks, 3-year Terms in 3-year blocks, and 5-year Terms in 5-year blocks. The renewal price — and only the renewal price — adjusts using the 30%-below-utility formula, measured against utility rates going all the way back to the day you first signed. Sunlarus may decline renewal only if the equipment has reached end-of-life or the site can no longer safely support the System — in which case we remove it at our cost. See Section 2.2.

## 1

## SUBSCRIPTION FOR SOLAR ENERGY SYSTEM

### 1.1 System.

Lessor leases to Lessee the solar photovoltaic system described in **Exhibit "B"** (the "**System**") to be installed at Lessee's property at **123 Main Street, Orlando, FL 32809** (the "**Premises**"), under the terms set forth below. Lessor has six (6) months from the Effective Date to install the System. If Lessor fails to install the System within that period, Lessee may terminate this Agreement and receive a full refund of any prepaid Rent.

### 1.2 True Lease.

This Agreement is intended to be a true lease. Title to the System shall remain solely with Lessor at all times.

### 1.3 Location.

The System shall be installed and remain at the Premises. Lessee may not relocate, modify, or remove the System.

## 2

## TERM

The subscription term begins on the date the System is placed in service (the "**Commencement Date**") and shall continue for 3 years (the "**Term**"), unless terminated earlier under this Agreement.

**Term Options.** Lessee has selected from among the following Term options, as indicated in Exhibit "A": (i) a one (1) year Term (the "**1-Year Term**"); (ii) a three (3) year Term (the "**3-Year Term**"); or (iii) a five (5) year Term (the "**5-Year Term**"). The Monthly Rent shall be the same for all Term options and shall remain fixed for the entire selected Term. No mid-Term adjustments of any kind shall apply. Renewal Term length depends on the Term option selected, as set forth in Section 2.2, and the Monthly Rent for each Renewal Term shall be adjusted in accordance with Section 2.2(c).

## **2.1 Property Sale.**

In the event of a bona fide sale of the Premises, Lessee may terminate this Agreement if the transferee purchaser ("Buyer") declines to assume the Subscription. To exercise this cancellation right, Lessee must provide Lessor with a formal written declaration, signed and dated by the Buyer, explicitly stating that the Buyer has been presented with the option to assume this Solar Energy System Subscription Agreement and formally declines to do so.

Upon Lessor's receipt of the Buyer's signed refusal, Lessee shall be permitted to cancel this Agreement with no fees and no liability for any outstanding Rent. If Lessee fails to provide the Buyer's signed refusal, Lessee shall remain responsible for continued performance under this Subscription or applicable early termination fees.

## **2.2 Renewal.**

**(a) Renewal Option.** At the expiration of the initial Term, Lessee shall have the option to renew this Agreement for successive Renewal Terms (each, a "Renewal Term"). The length of each Renewal Term shall match the length of the original Term: (i) if the original Term was a 1-Year Term, each Renewal Term shall be one (1) year; (ii) if the original Term was a 3-Year Term, each Renewal Term shall be three (3) years; and (iii) if the original Term was a 5-Year Term, each Renewal Term shall be five (5) years. Monthly Rent shall remain fixed for the entire duration of the initial Term and of each Renewal Term; adjustments to Monthly Rent shall occur only at the start of a Renewal Term, as provided in subsection (c) below. To exercise this renewal option, Lessee must provide Lessor with written notice of intent to renew at least (A) thirty (30) days prior to the expiration of a 1-Year Term or a 1-year Renewal Term, or (B) ninety (90) days prior to the expiration of any other Term or Renewal Term.

**(b) Lessor's Right to Decline.** Lessor may decline to renew this Agreement if, in Lessor's reasonable judgment, (i) the System has reached the end of its useful life or requires material replacement of components, (ii) the Premises no longer meet the structural or site conditions necessary for safe operation of the System, or (iii) applicable laws, utility interconnection rules, or insurance requirements make continued operation impracticable. Lessor shall provide written notice of any decision to decline renewal at least sixty (60) days prior to the expiration of the then-current Term. If Lessor declines to renew, Lessor shall remove the System in accordance with Section 12.2 at no cost to Lessee.

**(c) Renewal Rent.** The Monthly Rent for each Renewal Term shall be recalculated, and shall remain fixed for the entire duration of that Renewal Term. Lessor shall calculate the cumulative percentage change in the Utility's published residential per-kWh rate from the Commencement Date through the start of the applicable Renewal Term (the "Cumulative Utility Change"), using the standard residential rate schedule applicable to Lessee's service class in effect at each measurement date. The Renewal Term Monthly Rent shall equal the initial Monthly Rent set forth in Section 3.1 multiplied by  $(1 + \text{Cumulative Utility Change})$ , and then reduced by an amount sufficient to preserve the 30% Savings Margin described in Section 3.3(a), such that Lessee's projected annual cost of Rent during the Renewal Term remains at least thirty percent (30%) below Lessee's projected annual Utility cost for the equivalent kWh measured at the start of the Renewal Term. The recalculated Monthly Rent shall apply for every month of the Renewal Term, with no mid-Term adjustments.

**(d) Floor.** In no event shall the Renewal Term Monthly Rent be less than the Monthly Rent in effect at the expiration of the then-current Term. If application of the formula in subsection (c) would produce a lower Monthly Rent, Monthly Rent shall remain unchanged for the Renewal Term.

**(e) Notice and Documentation.** Within thirty (30) days after receiving Lessee's notice of intent to renew, Lessor shall provide Lessee with written documentation of the Renewal Term Monthly Rent calculation, showing the Utility rate comparison between the Commencement Date and the start of the Renewal Term, the resulting Cumulative Utility Change, and supporting documentation from the Utility's published tariffs. If the Utility materially restructures its rate schedule (for example, moves to time-of-use, tiered, or demand-based pricing) such that a direct per-kWh comparison is no longer practicable, the Parties shall cooperate in good faith to select a reasonably comparable benchmark that preserves the 30% Savings Margin. If Lessee's serving Utility has changed during the Term, the new Utility's residential rate schedule shall be used on a prospective basis for purposes of the Renewal Rent calculation.

### 3.1 Monthly Rent.

Lessee shall pay Lessor monthly rent of **\$216.09** (the "Rent"), in advance, due on or before the 1st of each month following the Commencement Date. Upon execution of this Agreement, the first month's Rent shall be due and payable; such payment shall be applied toward the first monthly Rent installment due under this Agreement.

### 3.2 Grace Period.

Lessee shall have a thirty (30) day grace period to cure any missed payment. If any Rent is not received by Lessor within thirty (30) days following the date Lessee is in default, Lessor may take any and all actions it is entitled to under this Agreement and applicable law.

### 3.3 Savings Commitment and Rate Adjustments.

**(a) Savings Commitment at Signing.** The initial Monthly Rent set forth in Section 3.1 shall be determined so that, as of the Effective Date and based on (i) Lessee's prior twelve (12) months of utility billing history and (ii) the then-current published residential rate schedule of Lessee's serving electric utility (the "**Utility**"), the projected total annual cost to Lessee (consisting of Rent plus any projected residual Utility charges Lessee will continue to incur, including the Utility's fixed monthly customer or minimum charge, base-facilities charge, and other non-kWh charges) is at least thirty percent (30%) less than Lessee's projected total annual cost of electric service from the Utility alone, inclusive of all such charges, over the same period (the "**Savings Margin**"). The Savings Commitment is a pricing commitment at signing; Lessor's obligation to deliver the 30% Savings Margin on a realized basis is governed by the First-Year Savings Guarantee (True-Up) set forth in subsection (b) below. Lessee acknowledges that realized savings may depend on Lessee's consumption patterns and other factors outside Lessor's control, and that changes in Lessee's consumption from the baseline used to size the System may be addressed under the Exclusions in subsection (b).

**(b) First-Year Savings Guarantee (True-Up).** Lessor guarantees that Lessee's realized savings during the first twelve (12) months following the Commencement Date will be at least thirty percent (30%) measured against Lessee's actual Utility cost for the same period. If realized savings fall short of that threshold, Lessor shall pay Lessee the shortfall as set forth below (the "**First-Year True-Up**"). Because Florida solar production and Utility net-metering credit accumulation vary seasonally, Lessees whose Commencement Dates fall closer to peak summer consumption (June through September) will typically receive larger True-Up payments than Lessees whose Commencement Dates fall during lower-consumption months. The True-Up Guarantee applies to every Lessee regardless of Commencement Date or Term length.

**(i) Measurement Period.** The First-Year True-Up shall be measured over the twelve (12) consecutive calendar months beginning on the Commencement Date (the "**Measurement Period**"). Within sixty (60) days after the end of the Measurement Period, Lessor shall calculate and issue the True-Up reconciliation described below.

**(ii) True-Up Calculation.** Lessor shall calculate the True-Up as follows: **(A) Baseline Utility Cost** = the total amount Lessee would have paid the Utility for electric service over the Measurement Period based on Lessee's actual metered consumption and the Utility's published residential rate schedule applicable to Lessee's service class, inclusive of all charges Lessee would have incurred (including the Utility's fixed monthly customer or minimum charge, base-facilities charge, and other non-kWh charges); **(B) Actual Combined Cost** = the total amount Lessee actually paid during the Measurement Period, consisting of (1) Rent paid to Lessor and (2) all amounts paid to the Utility during the Measurement Period, including kWh consumption not offset by the System, the Utility's fixed monthly customer or minimum charge, base-facilities charge, and other non-kWh charges; **(C) Guaranteed Maximum Cost** = seventy percent (70%) of the Baseline Utility Cost; and **(D) True-Up Amount** = Actual Combined Cost minus Guaranteed Maximum Cost, if positive. If the Actual Combined Cost is equal to or less than the Guaranteed Maximum Cost, no True-Up is owed.

**(iii) Payment of True-Up.** Any True-Up Amount shall be paid to Lessee as follows: (A) for Lessees continuing into a second year under the initial Term or under a Renewal Term, the True-Up Amount shall be applied as a credit against Rent beginning with the thirteenth (13th) month following the Commencement Date and continuing until the credit is fully exhausted; (B) for Lessees on a 1-Year Term who do not renew, the True-Up Amount shall be paid by Lessor to Lessee in cash within sixty (60) days after the end of the Measurement Period, concurrently with the end of the Term. The True-Up Amount is not subject to any cap; Lessor shall pay the full amount as calculated under subsection (ii).

**(iv) Lessee Cooperation.** Lessee shall promptly provide Lessor with copies of all Utility bills received during the Measurement Period, and shall authorize Lessor to obtain Lessee's Utility usage and billing data directly from the Utility where permitted. If Lessee fails to provide Utility bills or authorization within thirty (30) days after written request by Lessor, Lessor may calculate the True-Up based on the Utility's published standard residential rate schedule applied to estimated consumption derived from Lessee's pre-Commencement billing history (reflected in Exhibit "A"), adjusted for System production data recorded by Lessor.

**(v) Exclusions.** The True-Up Guarantee does not apply, and no True-Up Amount shall be owed, if (A) this Agreement is terminated for cause by Lessor pursuant to Section 11.8 due to Lessee default, or (B) Lessee materially fails to cooperate under subsection (iv).

### **3.4 Utility Minimum Monthly Charge.**

Lessee acknowledges and agrees that Lessee shall remain solely responsible for the payment of any fixed monthly minimum charge, customer charge, or base-facilities charge imposed by Lessee's serving electric utility (the "Utility Minimum Charge"), regardless of the System's output. The Utility Minimum Charge is included in the savings calculation set forth in Section 3.3, such that the guaranteed thirty percent (30%) Savings Margin reflects Lessee's total projected annual electricity costs, inclusive of both the Monthly Rent and the Utility Minimum Charge. For the avoidance of doubt, Lessee's obligation to pay the Utility Minimum Charge does not constitute a failure by Lessor to deliver the 30% Savings Margin, provided that the Savings Margin has been calculated in accordance with Section 3.3(a).

## **QUICK REFERENCE — PAYMENT TERMS**

**Monthly Rent:** \$216.09, due on the 1st of each month.

**Grace Period:** 30 days to cure a missed payment.

**First Payment:** Due on execution of this Agreement.

## **4**

## **POWER PRODUCTION GUARANTEE**

### **4.1 Guaranteed Output.**

Pursuant to the Power Production Agreement attached as Exhibit "A", Lessor shall guarantee that the System will produce a minimum annual amount of electricity measured in kilowatt-hours ("kWh") (the "Annual Guarantee") as set forth therein.

### **4.2 Annual Report.**

At the end of each calendar year, Lessor shall provide Lessee with a written report of total kWh produced. If this Agreement has been in effect for less than twelve (12) months, the guaranteed amount shall be prorated.

### **4.3 Shortfall Reimbursement.**

If actual production falls short of the Annual Guarantee, if and as prorated, Lessor shall reimburse Lessee an amount equal to the same percentage of annual Rent as the percentage shortfall in production.

### **4.4 Excess Production.**

If production exceeds the Annual Guarantee, Lessee shall receive the additional electricity at no additional cost.

### **4.5 Energy Consumption and High-Draw Appliances.**

Lessee may use the electricity generated by the System for any lawful purpose, including powering electric pool heaters or hot tubs. However, Lessee acknowledges that certain equipment, particularly pool and hot tub heaters, consume exceptionally high amounts of electricity. Lessor's sole performance obligation is limited to the Annual Guarantee of kWh production as set forth in Exhibit "A". Lessor is not responsible for, nor shall the System be deemed defective due to, high utility bills resulting from Lessee's total household energy consumption exceeding the System's guaranteed output.

### **IMPORTANT NOTICE**

High-draw appliances such as electric pool heaters, hot tubs, EV chargers, and electric heating systems may cause household energy consumption to exceed System output. This does not constitute a System defect.

## **5**

## **OPERATION, MAINTENANCE AND INSURANCE**

### **5.1 Lessor Responsibilities.**

Lessor shall install, operate, maintain, and repair the System at Lessor's expense, except for damage caused by Lessee for which Lessee shall be responsible. Lessor shall maintain general liability insurance of not less than \$2,000,000 per occurrence and provide proof of coverage prior to installation from an A-rated insurance carrier, together with workers' compensation insurance of no less than \$500,000.00.

### **5.2 Lessee Responsibilities.**

Lessee shall:

- Use the System reasonably and safely;
- Not attempt any repairs;
- Notify Lessor promptly of any malfunction;
- Not allow shade to interfere with the System's performance, and keep shrubs, trees, and other foliage trimmed;
- Prevent any liens from attaching to the System and maintain homeowner's insurance during the Term.

### **5.3 Permits and Regulations.**

Lessor shall pay for any and all licenses, permits, and insurance necessary for the installation of the System and its connection to the power grid. In addition, Lessor shall comply with all laws, codes, and regulations bearing on the conduct of the installation and maintenance of the System.

### **5.4 No Liens.**

Lessor shall ensure that no mechanic's liens or other encumbrances are placed on the Premises arising from the installation of the System, except liens or encumbrances arising from Lessee default.

## 5.5 HOA and Community Approvals.

Lessee shall be solely responsible for obtaining all applicable approvals and authorizations for the System required by Lessee's homeowners' association (HOA), community organization, or any other person or entity with an interest in the Premises. Lessee shall promptly advise Lessor of any such rules, regulations, or requirements that will affect the design, installation, or operation of the System prior to the Commencement Date. Lessor is not responsible for any delays, modifications, or removals required by an HOA if Lessee fails to secure the necessary prior approvals.

## 5.6 Roof Replacement — System Removal and Reinstallation.

In the event that the Premises requires a full roof replacement at any time during the Term of this Agreement, Lessor shall, upon written notice from Lessee, temporarily remove and subsequently reinstall the System (the "Roof Replacement Removal") at **no cost to Lessee**. Lessor shall be entitled to one (1) such Roof Replacement Removal per Term. Lessee shall provide Lessor with no less than thirty (30) days' prior written notice of the anticipated roof replacement date. Lessor shall coordinate the removal and reinstallation of the System to minimize disruption and shall complete reinstallation within a reasonable time following completion of the roof replacement, not to exceed thirty (30) days, weather and permitting conditions permitting. Any applicable permits required for reinstallation shall be obtained by Lessor at Lessor's expense. The Term of this Agreement shall continue to run, and Lessee's obligation to pay Rent shall remain in full force and effect, during the period in which the System is temporarily removed for roof replacement. Lessee further acknowledges that the thirty percent (30%) savings guarantee set forth in Section 3.3 shall not apply for any calendar year in which a Roof Replacement Removal occurs, as the System's inability to produce power during that period is solely attributable to the roof replacement and not to any failure of the System or Lessor. This benefit is non-transferable and limited to one (1) roof replacement removal per contract Term.

# 6

## ACCESS TO PROPERTY

### 6.1 Property Access.

Lessee grants Lessor the right to enter the Premises during regular working hours to install, maintain, inspect, or service the System. Lessor shall exercise reasonable care to avoid disturbance or damage to the Premises. Lessor shall provide notice, via voice or text, prior to entering the Premises.

**7****WORKMANSHIP AND LIABILITY****7.1 Workmanship and Liability.**

Lessor guarantees all workmanship and assumes all liability for any damage arising from installation of the System. Lessor warrants that all work on Lessee's roof will be performed to the highest industry standards and will not result in leaks, structural weaknesses, or other impairments to the Premises. Lessor shall indemnify and hold Lessee harmless from all claims, damages, or losses (including roof leaks or water intrusion) arising from installation, operation, or removal of the System, unless caused by Lessee's negligence or misconduct. Lessor shall restore any affected portion of the Premises to its pre-installation condition, reasonable wear and tear excluded (i.e., substantially similar).

**8****OWNERSHIP OF SYSTEM**

The System is and shall remain the sole property of Lessor. No provision of this Agreement shall be construed as transferring any ownership interest in the System to Lessee.

**9****LESSOR'S RIGHT TO FILE FINANCING STATEMENT**

Lessor may file a precautionary UCC-1 financing statement to protect its ownership interest. Lessee shall sign documentation reasonably requested to confirm ownership. Filing **does not convert** the lease into a security interest.

**10****GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles, with venue lying in the County wherein the Premises is located. Any action related to or arising out of this Agreement shall be brought exclusively in the state court having jurisdiction in the judicial circuit in which the Premises is located.

**11.1 Acknowledgment.**

This Agreement, including any exhibits (such as the Power Production Agreement), constitutes the entire agreement between the Parties and supersedes all prior negotiations or understandings, whether written or oral. Except as otherwise expressly provided in this Agreement, no modification or amendment of this Agreement may be made except by written agreement executed by all Parties. No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, term, or condition of this Agreement, or to exercise any right or remedy upon a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, duty, agreement, term, or condition.

**11.2 Construction.**

All Parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against any Party hereto.

**11.3 Counterparts.**

This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each Party hereto executed at least one such counterpart.

**11.4 Notice.**

Any notices or other communications or deliveries that may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if sent by overnight courier (e.g., Federal Express), or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective Party at the addresses set forth above. The date of delivery of such notice shall be deemed the date of actual receipt or refusal. Either Party may change the address to which notices are sent by written notice to the other Party specifying such change of address.

## 11.5 Attorneys' Fees and Costs.

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, at the trial level and in any appellate proceeding.

## 11.6 Assignability.

A. Lessor may assign or transfer its rights and obligations under this Agreement without the consent of Lessee. Except as provided otherwise below, Lessee may not assign its rights and obligations under this Agreement without the prior written consent of Lessor, which shall not be unreasonably withheld.

### B. Lessee Assignment Upon Sale of Home.

#### 1. Right to Assign.

Lessee may assign this Subscription, without Lessor's consent, **in connection with the bona fide sale or transfer of title to the Premises**, provided that:

- (a) Lessee provides Lessor with **at least 30 days' prior written notice** of the proposed assignment and closing date;
- (b) the transferee purchaser (the "**Assignee**") executes Lessor's then-current form of **Assignment and Assumption Agreement**, agreeing to assume all obligations of Lessee under this Agreement from and after the effective date of assignment; and
- (c) Lessee cures any monetary defaults existing as of the assignment date.

**2. No Release Until Acceptance.** Lessee remains responsible for all obligations under this Subscription **until** Lessor receives the executed Assignment and Assumption Agreement and confirms in writing that the Assignee has met Lessor's reasonable creditworthiness and utility-interconnection compliance requirements.

**3. No Assignment Fee.** Lessor shall not charge any fee for an assignment under this Section; however, Lessor may require reimbursement of any **actual, documented third-party interconnection or utility-registration costs**, if applicable.

#### 4. Removal or Relocation Not Required.

Lessor shall not be required to remove or relocate the System due to a sale of the Premises unless the Parties agree in writing to a separate relocation services agreement and associated cost schedule.

### **11.7 Default.**

Lessee shall be in default under this Agreement if:

- Rent is not paid when due or within any applicable grace period provided herein;
- Lessee breaches a material term (other than non-payment of Rent) and fails to cure within 20 days;
- Lessee damages, misuses, or interferes with the System;
- Lessee denies Lessor access to the System;
- Lessee declares bankruptcy, enters into an assignment for the benefit of creditors, or becomes insolvent.

### **11.8 Remedies.**

In the event of a default by Lessee that is not cured as provided herein, Lessor may:

- a. Deactivate the System;
- b. Enter the Premises to remove the System at Lessee's expense;
- c. Void any production guarantees set forth in this Agreement or elsewhere;
- d. Recover from Lessee the full replacement cost of any stolen or vandalized System components; and/or
- e. Accelerate Rent and recover from Lessee all remaining Rent for the remainder of the Term.

All rights, privileges, elections, and remedies of Lessor are cumulative and not alternative with all other rights and remedies at law or in equity to the fullest extent permitted by law. All remedies available to lessors under the Uniform Commercial Code (Article 2A) supplement these remedies.

### **12.1 Termination for Cause.**

Lessee may terminate this Agreement immediately upon written notice to Lessor if:

- I. Lessor fails to install, maintain, or repair the System in accordance with this Agreement and does not cure such failure within thirty (30) days after written notice;
- II. Lessor fails to produce power in accordance with the Power Production Guarantee for three (3) consecutive reporting periods without a plan for correction agreed upon by Lessor and Lessee;
- III. Lessor violates applicable laws, fails to maintain insurance, or otherwise breaches this Agreement and does not cure such failure within thirty (30) days after written notice; or
- IV. Lessor becomes insolvent or ceases operations.

Upon termination under this Section, Lessee shall owe no further Rent, and Lessor shall remove the System from the Premises at its sole cost within thirty (30) days of such termination.

### **12.2 Removal of System upon Termination or Expiration.**

Upon any termination or expiration of this Agreement, Lessor shall:

- I. Safely disconnect and remove the System from the Premises at Lessor's sole cost (unless Lessee is in breach of this Agreement) within thirty (30) days of such termination or expiration;
- II. Inspect, repair, and fully restore any portion of the Premises, including the roof, mounting surfaces, and penetrations affected by installation, operation, or removal of the System so that the roof remains watertight and structurally sound and free of leaks;
- III. Warrant all roof and structural repairs for a minimum period of ten (10) years from the date of removal;
- IV. Provide written confirmation to Lessee that all liens, filings, and encumbrances related to the System have been released or terminated; and
- V. For clients who have tile roofs, Lessor shall replace any damaged tiles with new tiles. Lessee agrees to and understands that Lessor will source the same tiles as originally installed on the roof, but that due to aging and sun exposure, the replacement tiles may vary in color from the pre-existing tiles.

If Lessor fails to remove the System within the specified time, Lessee may remove and dispose of it and charge Lessor for all reasonable costs incurred.

### **13.1 Lessee Indemnifies Lessor.**

Lessee shall indemnify Lessor from claims arising from:

- Lessee's negligence or misuse of the System;
- Lessee's breach of this Agreement; and
- Premises conditions not caused by Lessor.

### **13.2 Lessor Indemnifies Lessee.**

Lessor shall indemnify Lessee from claims arising from:

- Lessor's negligence in installation, maintenance, or removal of the System;
- Lessor's breach of this Agreement; and
- Defects in workmanship or materials relating to the System.

### **13.3 Proportionate Fault.**

Indemnity shall apply only to the extent of each Party's own fault.

# SIGNATURES

IN WITNESS WHEREOF the Parties have executed this Agreement:

## LESSEE

Signature:

Sign here

Printed Name: Bob Smith

Date:

## LESSOR

SUNLARUS ENERGY, LLC

By:

---

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## Exhibit A – Power Production Agreement

**A-1.0 GUARANTEED ANNUAL kWh:** 24,000 kWh

**A-2.0 TERM OF CONTRACT:** 3 years

## Exhibit B – LIST OF SYSTEM COMPONENTS

Category	Make	Product	Quantity
Microinverter	Hiitio	HCM1000SN	2
Microinverter	Hiitio	HCM2000SN	6
Solar Module	Sunket	SKT455M10-120D5	12
Electrical	Varies	AC Disconnect	1
Electrical	Varies	AC Load Center	1