

Contract: 195180

Panel Layout Approval

By signing this form, I am providing my consent to the solar panels being placed on the roof of my home in locations and arrangements of PosiGen's selection. This form expedites the process and will allow me to proceed directly to panel installation. PosiGen will arrange the solar panels to maximize production. I understand that I do not have to sign this form and, if I choose not to, my install process may take longer. If I elect to review and approve my layout, my Customer Concierge will provide me with a copy once it becomes available.

☐ I want to approve panel layout, which will lengthen my install process

☐ Historical District approval needed (if applicable)

☐ HOA (Home Owner Association) approval required

Name of HOA:

Contact Person for HOA:

Phone #:

☐ Special Description:

HOMEOWNER(S):

Sign



Johnie J Darby Jr

Date

May 26, 2022

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Declaration for Authorization of Credit Check

With my signature below I, Johnie J Darby Jr, hereby authorize and request all credit reporting agencies, employers, and credit references release all pertinent information about each of us. We understand that reports documenting credit, rental, eviction, and conviction history may be collected, verified and evaluated through the facilities of PosiGen, LLC, of 819 Central Ave., Ste. 210, Jefferson, Louisiana, 70121 which may perform a credit check comprehensive of resources including, without limitation:

- **FICO® Scores.** Widely used credit score model in the United States, developed by the Fair Isaac Corporation.
- **FICO® NextGen Scores.** Marketed via major credit agencies Experian, Equifax, and TransUnion as Experian/FICO® Advanced Risk Score, Pinnacle, and Precision 2003, respectively.

Fico is a registered trademark of Fair Isaac Corporation.

This authorization applies to the evaluation and processing of the application I/we am/are submitting to PosiGen of Louisiana, LLC, and to periodic reviews of whether I/we continue to meet the terms of any agreement I/we enter into with PosiGen of Louisiana, LLC, and as otherwise permitted by applicable law. By signing below, I/we also represent that all information contained in this application is true and accurate.

Applicant(s) Signature(s):

Sign



Johnie J Darby Jr

Date

May 26, 2022

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LEASE OF SOLAR EQUIPMENT

Federal Consumer Leasing Act Disclosures

Date: May 26, 2022

Lessor: PosiGen of Louisiana, LLC

Lessee(s): Johnie J Darby Jr

Description of Leased Property: A solar photovoltaic array, inverter, mounting system, including, without limitation, all monitoring and metering devices, and other equipment related thereto, other than the electric meter serving the Premises, and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof which shall be at all times owned by us, including the equipment that is more fully identified on Exhibit A. (*hereinafter referred to as the "Solar Equipment"*).

Location of Solar Equipment: 5416 Congress Dr
New Orleans, LA 70126

<u>Amount Due at Lease Signing or Delivery</u>	<u>Monthly Payments</u>	<u>Other Charges</u>	<u>Total of Payments</u>
\$0.00	Your 240 monthly payments of \$99.99 each will be due on the 1 st day of the month (Payment Dates). We <i>estimate</i> the first Payment Date will be on <u>September 1, 2022</u> (based on the estimated date of completion of energy efficiency upgrades) The following 239 Payment Dates will be the 1 st of each month after the first Payment Date unless otherwise agreed in writing. The total of your monthly payments is \$ 23,997.60.	None.	(The amount you will have paid by the end of the lease) \$23,997.60
<p><u>End of Lease Term Options:</u> At the end of the lease term you have the option to purchase the Solar Equipment for Fair Market Value as determined by the leading industry publication that at that time compiles market value for solar equipment, such as Photovoltaics International or its equivalent, plus all applicable sales taxes and related fees. Alternatively, you have the option to enter into an extended services agreement with Lessor or have the Solar Equipment removed from your residence at no cost to you.</p> <p><u>Other Important Terms:</u> See your lease agreement for additional information on early termination, purchase option, maintenance responsibilities, warranties, late and default charges and insurance.</p>			
<p><u>Official Fees and Taxes:</u> The total amount you will pay for official fees and taxes over the term of the lease, included with your monthly payments or assessed otherwise: <u>\$2,159.78</u> (estimate). This estimate does not take into account the purchase option at the end of the lease term or any late fees you may incur (see Sections 7 & 19 below). The actual total amount you will pay for official fees and taxes over the term of the lease may be higher or lower, depending on sales tax rates and other applicable tax rates in effect from time to time (and depending on whether you choose to purchase the Solar Equipment at the end of the lease term).</p>			

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THIS LEASE OF SOLAR EQUIPMENT (*hereinafter referred to as the "Agreement"*) made and entered into May 26, 2022 (the "Effective Date") by and between PosiGen of Louisiana, LLC (*together with its successors and assigns hereinafter referred to as "we", "us" and "our"*) and the "Lessee(s)" named above (*referred to as "you" and "your"*). Please read this Agreement carefully. **It requires you and us to resolve disputes through binding arbitration rather than jury trials or class actions.**

NOW, WHEREAS, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **DECLARATION THAT YOU OWN THE PREMISES:** You are the owner of certain immovable (real) property identified by the following municipal address: **5416 Congress Dr New Orleans, LA 70126** (*hereinafter referred to as the "Premises"*).
2. **RENT:** In consideration of your use of the Solar Equipment during the Term (see Section 5 below), you agree to pay us a monthly rent of Ninety-Nine dollars and 99/100 dollars (\$99.99) U.S. Dollars, ("Monthly Rent Payment"), inclusive of all applicable sales taxes ("Monthly Payment"). Your first Monthly Payment is due on the 1st day of the calendar month that is at least thirty days after the completion of Energy Efficiency Services (*hereinafter referred to as the "First Payment Date"*). Subsequent Monthly Payments are due on the first day of each following calendar month during the Term, unless otherwise agreed to

in writing. All Monthly Payments shall be made to us at our address as set forth in Section 31 below (or at any other address we give to you in writing, including any payment address we include on or with any invoice we send you) on or before the due date and without demand. You do not have the right to prepay the total amount due under this Agreement. With our approval, you shall have the right to prepay up to 15% of your total payments.

3. **ENERGY EFFICIENCY SERVICES:** We agree to provide selected products and services sufficient to make the Premises measurably more energy efficient. Exhibit B attached to this Agreement contains a list of potential products and services from which we will select at our sole discretion for the Premises, but the actual products and services selected will depend upon the results of a customized energy usage assessment on your home, and will not include all of the products and services listed in Exhibit B. We will select those products and services that will result in the highest level of measurable energy savings to you. You shall allow us (and our authorized agents and subcontractors) ingress and egress of the Premises for the purposes of providing the Energy Efficiency ("EE") Services. To the extent that our provision of EE Services requires us to access and perform work in the Premise's attic, you agree to ensure that we can access all areas of the attic necessary to perform the EE Services. Should areas of the attic be inaccessible due to the storage of moveable items, you agree to move

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those items so that we may perform the EE Services, or agree to a reasonable additional fee to us to move those items so that we can provide the contracted for EE Services. To the extent you do not enable us to perform EE Services through one of these two options, we will choose alternative products and services that may not result in the contracted for energy savings. You explicitly agree that we may perform the EE Services, including repair, remediation and weatherization of the Premises that are identified by us pursuant to an energy efficiency assessment performed by us at the Premises. In the event that we discover mold, major structural defects in the Premises, or other conditions that render the premises unfit for weatherization, we will notify you and postpone the provision of the EE Services until the mold or defect has been remediated by you. You acknowledge that PosiGen's performance under this Agreement may be delayed if the Premises is not weatherization ready due to structural defects and/or the existence of hazardous substances or conditions. In the event that any condition at the Premises rendering our performance under this Agreement impossible or unsafe is not remediated within ninety (90) days of your received notice of the condition, or in the event that you do not cooperate with the scheduling of audits or upgrades, we reserve the right to void the Savings Guarantee provided in Paragraph 4. If we cancel pursuant this Paragraph 3, any funds that you have paid pursuant to this Agreement shall be refunded to you

within ten (10) business days of the date of the notice of termination.

4. **SAVINGS GUARANTEE:** If during the first twelve month period following installation of the Solar PV System and completion of the Energy Efficiency Services identified on Exhibit B, (i) the energy production by your solar PV system multiplied by the Prevailing Price of Electricity (as hereinafter defined) plus (ii) your reduced energy usage resulting from our EE services (as measured by the test of the home after we have completed the EE services) multiplied by the Prevailing Price of Electricity is less than One Thousand One Hundred Ninety-Nine and 88/100 Dollars (\$1,199.88) U.S. Dollars (the "**Guarantee Trigger**"), we will credit your account an amount equal to the difference, and we will pay for additional remediation to further reduce energy consumption at the Premises. For avoidance of doubt: a Guarantee Trigger can only occur with respect to the first annual period following installation of the Solar PV System and completion of the EE Services. For purposes of this section, "prevailing price of electricity" means the average price per kilowatt hour charged to you by the utility for the twelve-month period following installation of the Solar PV System and completion of the EE Services identified on Exhibit B (the "**Prevailing Price of Electricity**"). **THIS SAVINGS GUARANTEE SHALL NOT APPLY IN THE EVENT THAT YOU REFUSE OUR ENERGY EFFICIENCY SERVICES.**

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5. **TERM; EARLY TERMINATION:** The lease term expires Twenty (20) years from the First Payment Date (*hereinafter referred to as the "Term"*). We may choose to end this Agreement early if you are in default (see Section 18 below). If we choose to end this Agreement after a default by you and repossess the Solar Equipment, then you agree to pay all reasonable costs incurred by us in repossessing, storing, and selling or otherwise disposing of the Solar Equipment, including all labor and materials costs associated with removing the Solar Equipment from the Premises and detaching the Solar Equipment from the Premises; these costs will be charged to you based on our actual out-of-pocket costs incurred as a result of repossessing, storing, and selling or otherwise disposing of the Solar Equipment. Alternatively, in the event of default, we may accelerate the amounts due under this Agreement, at our option and in our sole discretion. If we choose to accelerate the amounts due under this Agreement and you fail to pay that amount to us immediately after our demand, or if you otherwise fail to pay us any amounts owed under this Agreement when due, you agree to reimburse us for all our reasonable out-of-pocket costs associated with collection of amounts you owe us under this Agreement, including but not limited to all out-of-pocket court costs and attorneys' fees, which fees, if applicable, shall not exceed 25% of the amount payable under the lease. You or we may choose to end this Agreement early if the Solar Equipment is completely or substantially destroyed, or damaged beyond repair,

by a casualty that is not caused by your or our negligence (see also Section 17 below.) At the end of the Term, if you do not exercise the Purchase Option described in Section 7, below, then we will remove the Solar Equipment from the Premises and repair any damage to the Premises caused by such removal, unless we choose to end this Agreement early if you are in default (see above). Our performance of this Agreement is contingent upon the Premises being assessed feasible for the installation of the Solar Equipment. Feasibility will be determined by a number of factors, including, but not necessarily limited to, available roof space, directional roof orientation and slope (azimuth), and ambient shading. If the Premises is assessed non-feasible for installation of the equipment, you and we agree that this Agreement, and your and our obligations, shall terminate. Any funds you have paid pursuant to this Agreement shall be refunded to you within ten (10) business days of the date of the notice of termination.

6. **TITLE TO SOLAR EQUIPMENT:** This Agreement is a lease of the Solar Equipment and shall not be deemed or construed to be a sales contract or other act translatable of ownership. You are not entitled to any renewable energy grants, credits, tax credits, and tax rebates arising out of or related to the Solar Equipment or the placing of such equipment into service on the Premises. You and we acknowledge that the Solar Equipment is and shall at all times be moveable property, and shall not be deemed to be permanently attached to the Premises, or a

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component part of the Premises. You acknowledge that you do not own the Solar Equipment and you shall execute (as needed) and hereby authorize us to file and record (with or without your signature, as permitted by law) one or more UCC financing statements evidencing the lessee/lessor relationship or, for the purpose of evidencing our ownership rights with respect to the Solar Equipment, and one or more declarations of separate ownership with respect to the Solar Equipment.

7. **PURCHASE OPTION:** At the expiration of the Term, provided that you are not in default (see Section 18), you shall have the option to purchase the Solar Equipment from us in its then-current condition and location, "as is" and "where is," for the fair market value of the Solar Equipment at the time the option is exercised, plus all applicable required sales taxes and related fees. This "fair market value" shall be determined by the leading industry publication that at that time compiles market value for solar equipment, provided that if any costs are incurred to determine this fair market value using an independent third-party source, we will pay all such costs. To exercise this purchase option, you shall provide written Notice as described in Section 32 below to us at least thirty days before the expiration of the Term. Alternatively, if you do not exercise your option to purchase the Solar Equipment pursuant to the terms of this Section 7, and you are not in default, you shall have the option to renew this Lease for a term of five (5)

years at the then fair market value rent.

8. **SALE, LEASE, OR TRANSFER OF THE PREMISES:** Anything to the contrary notwithstanding, you shall have the right without our consent, to sell, lease, or otherwise transfer the Premises; *provided that* you shall ensure that the transferee assumes in writing all of your obligations under this Agreement for the remainder of the Term, a copy of which writing shall be provided to us. YOU WILL BE RELEASED FROM ANY FURTHER OBLIGATION UNDER THIS LEASE UPON OUR RECEIPT OF THE TRANSFEE'S WRITTEN ACCEPTANCE OF THE OBLIGATIONS UNDER THIS LEASE. If the transferee refuses to assume your obligations, we will remove the panels and charge you for the cost of removal.
9. **TEMPORARY REMOVAL; SELLING YOUR HOME:** Should you need to make roof repairs that require temporary removal of some or all of the Solar Equipment during the Term, we will remove and reinstall the Solar Equipment necessary to undertake such roof repairs. If you sell your home, you have the following options with respect to the Solar Equipment: (i) the purchaser of your home can assume all of your rights and obligations under this Agreement; (ii) we can relocate the Solar Equipment to your new home if it is assessed feasible for solar and is located in the State; (iv) we will cancel your lease and remove the Solar Equipment. In the event of removal pursuant to this section, you agree to pay our reasonable out-of-pocket costs for removing, storing, and, if

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applicable, reinstalling the Solar Equipment. In the event of removal pursuant to section (iv) of this paragraph, we will return the roof as close as is reasonably possible to its original condition before the Solar Equipment was installed (e.g. ordinary wear and tear and color variances due to changes over time are expected). We will seal the installation points to ensure that they are waterproof and will warrant the waterproofing for one (1) year after removal.

10. MORTGAGE OF THE PREMISES:

Anything to the contrary notwithstanding, you shall have the right without our consent to subject your ownership interest in the Premises to the lien of a mortgage to secure a loan, provided, however, that you shall not subject our ownership interest in the Solar Equipment to any security interest or collaterally assign and pledge your interest under this Agreement as security.

11. ASSIGNMENT AND SUBLEASING: You shall not voluntarily, involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber in whole or in part the Solar Equipment or your rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld; provided that our consent shall not be required in the case of a sale, lease or transfer of the Premises if you comply with the requirements of Section 6.

12. MAINTENANCE AND REPAIR: We will provide required maintenance and repair to the Solar Equipment. You

shall allow us (and our authorized agents and subcontractors) ingress and egress of the Premises for the purposes of conducting maintenance and repair of the Solar Equipment. You shall use the Solar Equipment lawfully and only in the manner for which it was designed and intended and subject it only to ordinary wear and tear. To the extent that manufacturer warranties cover replacement and/or repair of Solar Equipment during the Term, it shall be our responsibility to use commercially reasonable efforts to submit, process and pursue, at our sole cost and expense, warranty coverage. You agree to notify us immediately in writing at the address set forth in Section 32 if the Solar Equipment is malfunctioning or requires maintenance or repair. Repairs necessitated out of your neglect or misuse of the Solar Equipment, whether intentional or negligent, shall be your responsibility, not ours, and we reserve the right to repair the Solar Equipment in such circumstances and charge you for such repairs. All necessary permits shall be acquired on our behalf by an authorized contractor licensed in the state of Louisiana. PosiGen warrants its workmanship for a period of five (5) years from the date of installation of the Solar Equipment.

13. TREES; SHADING: You are solely responsible for monitoring and maintaining the growth of foliage, shrubbery, trees, and bushes on your property that might impact the proper functioning of the solar equipment by shading all or a portion of the Solar Equipment, or otherwise. If you suspect, during the Term of the Lease,

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that a shading issue has developed, you may contact us for a production analysis. PosiGen makes no recommendations or representations about tree removal or other changes to the landscaping of the Premises and surrounding area during the Term. You shall not modify your Premises in a way that shades the Solar Equipment.

14. ADDITIONAL COVENANTS REGARDING

USE OF SOLAR EQUIPMENT: You shall not alter, repair or permit the alteration or repair of the Solar Equipment, remove, relocate or permit the removal or relocation of the Solar Equipment, or make any attachments thereto, without our prior written consent, which consent shall not be unreasonably withheld; *provided that* you agree to pay for all associated costs of such removal or relocation, including but not limited to the oversight of our agent, and you agree to use a contractor approved by us for the work. You and we each agree to comply with all applicable laws, regulations, utility requirements and approvals. You will not make or permit to be made any use of the Solar Equipment or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Agreement, or which directly or indirectly is forbidden by law, ordinance or governmental regulation, including any zoning restrictions, or which may be dangerous to life, limb, or property, or which may invalidate any policy of insurance carried on any portion of the Solar Equipment or the operation thereof. Without limiting the generality of the foregoing, you will not allow the

Solar Equipment to be disconnected or removed from service for reasons other than maintenance and repairs. You and we agree that under no circumstances shall the Solar Equipment be used to power, heat, or otherwise operate a swimming pool.

15. TAXES: You shall pay the *ad valorem* taxes which are assessed against the Premises. We shall pay all personal property taxes, and all business taxes, licenses, and fees levied or imposed by any governmental authority upon the Solar Equipment and/or our business operations and activities with respect to the Solar Equipment. All applicable sales taxes imposed or to be imposed on your Monthly Payments are included in the Monthly Payments described in Section 2. The retail value of the system is approximately \$25,000. Your financial obligations are summarized on the Federal Consumer Leasing Act Disclosure page. The remaining cost of the system is funded in part by state and Federal tax incentives.

16. INSURANCE: We carry casualty insurance to protect our interest in the Solar Equipment.

17. DESTRUCTION OF PREMISES AND FORCE MAJEURE:

If the Premises is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by your or our negligence, this Agreement shall terminate. Further, if either you or we are delayed or hindered in or prevented from the performance of any act required

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hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, environmental remediation work whether ordered by any governmental body or voluntarily initiated, fire, casualty, weather, acts of God or other reason not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. **DEFAULT:** If you fail to comply with any of the material provisions of this Agreement, we may repossess or disable the Solar Equipment and end this Agreement (see Section 5 above), or we may accelerate the amounts due under this Agreement, at our option and in our sole discretion. If we choose to accelerate the amounts due under this Agreement and you fail to pay that amount to us immediately after our demand, or if you otherwise fail to pay us any amounts owed under this Agreement when due, you agree to reimburse us for all our reasonable out-of-pocket costs associated with collection of amounts you owe us under this Agreement, including but not limited to all out-of-pocket court costs and attorneys' fees, which fees, if applicable, shall not exceed 25% of the amount payable under the lease. We shall have the right to notify the Company and the Company's successors, assigns, and agents of any default under this Agreement.

19. **LATE CHARGE AND NSF FEE:** If any payment required to be paid by you under this Agreement is not received within ten (10) calendar days of the due date, you shall pay to us, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TEN DOLLARS (\$10.00).. NSF (non-sufficient funds) payments will be charged a FIFTEEN DOLLARS (\$15.00) fee.

20. **PRIVACY:** We only collect personal information from you that is necessary to provide you with our services under this Agreement. Such personal information may include, but is not limited to, your name, address, email address, driver's license, utility account number, or other information that may identify you ("Personal Information"). We never disclose the Personal Information of our customers to third parties, unless they are working directly on our behalf or we are required to do so by law.

21. **ASSIGNMENT OF AGREEMENT:** We have the right, without your consent, to assign our rights in this Agreement to another party.

22. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Louisiana.

23. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to

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other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

24. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

25. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Agreement.

26. **CONSTRUCTION:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. If more than one Lessee is signing this Agreement, each of you is fully and individually responsible for making all payments required by this Agreement and for otherwise complying with the terms and conditions of this Agreement. We may enforce the terms of this Agreement (including payment of all amounts owed under this Agreement) against any one, some or all of you, at our option.

27. **NON-WAIVER:** No indulgence, waiver, election or non-election by us under this Agreement shall permanently waive any of our rights, and you and we shall be restored to your and our former positions and rights hereunder

after any such indulgence, waiver, election or non-election by us.

28. **MODIFICATION:** The parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof.

30. **ENVIRONMENTAL INDEMNITY:** You agree to defend, indemnify and hold us harmless from and against any and all liabilities, losses, damages, penalties, claims, judgments or expenses (including reasonable legal fees and expenses) that we may incur or suffer by reason of the existence, uncovering or unveiling, or any release of any hazardous or toxic substance, waste or material, or any other substance, pollutant or condition that poses a risk to human health or the environment on the Premises that was not brought onto the Premises by us.

31. **DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION. PLEASE READ THIS SECTION CAREFULLY. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration is more informal than a lawsuit in court and discovery and**

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review by courts of an arbitrator's decision is limited. But an arbitrator can award the same damages and relief to an individual plaintiff, and must honor the same limitations stated in the Agreement, as a court would.

We agree that any dispute, claim or disagreement between you and us, including claims by or against our respective affiliates, agents, employees, predecessors, successors, and assigns, or any user or beneficiaries of the Solar Equipment, (a "dispute") shall be resolved exclusively by arbitration, with the sole exception of any judicial proceedings necessary to repossess the solar equipment. Either party may also bring claims in small claims court, so long as the case is not removed from that court. In addition, any issues as to whether a dispute can or must be brought in arbitration are for a court to decide in accordance with the Federal Arbitration Act. A party who intends to seek arbitration must first notify the other party in writing of the dispute at the address in Section 32 of this Agreement. The parties then must attempt in good faith to settle the dispute. If the dispute is not settled within sixty days after receipt of the notice, either party may commence arbitration with the American Arbitration Association ("AAA"), which shall appoint a single arbitrator to decide the dispute under its Consumer Arbitration Rules, which are available at www.adr.org. Unless you and we agree otherwise, the arbitration shall take place at the nearest AAA office to the Premises. Arbitration shall proceed solely on an individual basis, and neither you nor we may arbitrate claims on a class, representative, or private attorney general basis, nor may you or we otherwise seek relief on behalf of lessees of other Solar Equipment. Further, unless both you and we agree otherwise, the arbitrator may not consolidate claims of lessees of different Solar Equipment. If any of these prohibitions on non-individualized relief;

class, representative, or private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed and decided by a court, and all other claims and requests for relief shall be arbitrated. **If you do not wish to agree to arbitration, you may opt out of this arbitration provision by mailing a notice of your intent to opt out to the address in Section 32. An opt out notice is valid only if it signed by all lessees, includes the address of the Premises, and is received within 30 days of the Effective Date of this Agreement.**

32. NOTICE & PAYMENTS: Any notice required by this Agreement (a "Notice") and all purchase payments made pursuant to Section 7 of this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to:

PosiGen
Louisiana, LLC

If to Lessee(s) to:

**Johnie J
of Darby Jr**

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819 Central Ave. Ste. **5416 Congress**
210 **Dr**
Jefferson, LA 70121 **New Orleans, LA**
70126

You and we shall each have the right from time to time to change the place Notice is to be given by giving a Notice of the changed place to the other party. If more than one Lessee is signing this Agreement, you each agree that any Notice we send to the Lessee(s)' address described above that is addressed to one of you shall be considered a Notice that has been sent to each and all of you, to the fullest extent allowed by applicable law. Unless applicable law specifically requires otherwise, we will send Notices to the most recent Lessee address we have on file for this Agreement and we will not send Notices to more than one Lessee's address.

[SIGNATURE PAGE FOLLOW]

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IN WITNESS WHEREOF, you and we have executed this Agreement as of the Effective Date first written above.

By signing below, you acknowledge that you have received a complete copy of this Agreement (including Exhibit A and two duplicate copies of Exhibit B) for your records, and that you read this entire Agreement before signing below.

NOTICE: You may cancel this transaction at any time prior to midnight of the seventh (7th) calendar day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

PosiGen of Louisiana, LLC:

LESSEE(S):

By:



PosiGen Authorized Representative

Johnie J Darby Jr

☐ I do not want a copy emailed. Please mail the completed contract to me.

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EXHIBIT A
Solar Equipment*

- 26 Canadian Solar 410W Modules
- Photovoltaic Inverters manufactured by either SolarEdge, Enphase or industry equivalent (either Micro Inverter, Power Optimizer, or String Configuration)
- 1 Everest Solar Module Racking System, or industry equivalent
- Everest Mounting Brackets with Flashing or industry equivalent

*This description of leased equipment is an estimate. The final configuration of equipment you will receive under the Solar PV lease agreement will depend on the results of your roof assessment (size and layout of your roof space) and current inventory.

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Exhibit B

Summary of Services Available

The following is a non-exclusive list of EE Services that may be performed by us. You will not receive all of the following services.

Air Sealing and Weather-stripping

Duct Sealing

Programmable Thermostat

Energy Efficient Light Bulb Replacement

Water Heater Jackets

Attic Access Sealing and/or Insulation

Air Filters

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Notice of Cancellation

(PV Lease)

Date:

**Homeowner(s): Johnie J Darby Jr
5416 Congress Dr New Orleans, LA 70126**

You may CANCEL this transaction without any Penalty or Obligation, within SEVEN CALENDAR DAYS of the date of our Lease of Solar Equipment.

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

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

If you do make the goods available to us and we do 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 us, or if you agree to return the goods to us and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram, to us at the following address no later than midnight by _____:

**PosiGen of Louisiana, LLC
819 Central Ave. Ste. 210
Jefferson, LA 70121**

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Your signature: _____

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Notice of Cancellation
(PV Lease)

Date:

**Homeowner(s): Johnie J Darby Jr
5416 Congress Dr New Orleans, LA 70126**

You may CANCEL this transaction without any Penalty or Obligation, within SEVEN CALENDAR DAYS of the date of our Lease of Solar Equipment.

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

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

If you do make the goods available to us and we do 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 us, or if you agree to return the goods to us and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram, to us at the following address no later than midnight by _____:

**PosiGen of Louisiana, LLC
819 Central Ave. Ste. 210
Jefferson, LA 70121**

I HEREBY CANCEL THIS TRANSACTION.

Date: _____

Your signature: _____

Contract: 195180



Automatic Payments Approval and Acknowledgement Form

- ☒ I **agree** to set up automatic recurring payments for my Lease of Solar Equipment from my checking account, savings account, or credit card. I understand that in order to be eligible for any reduced payments, promotions, or discounts, I must complete the ACH form in this packet.
- ☐ I **decline** to set up automatic recurring payments for my Lease of Solar Equipment from my checking account, savings account, or credit card. I understand that declining to set up automatic recurring payments now does not prevent me from doing so at any time in the future. However, I understand that if I decline to set up automatic payments at this time, I may not be eligible for any reduced payments, promotions, or discounts, now or in the future, that are offered in connection with completing the ACH form in this packet.

Sign

A handwritten signature in black ink, appearing to read "Johnie J Darby Jr", is written over a horizontal line.

Johnie J Darby Jr

Date

May 26, 2022

Contract: 195180

CLOSING ATTESTATION

I/We, Johnie J Darby Jr, are the owners of the residence located at 5416 Congress Dr New Orleans, LA 70126 and Lessee of a Solar Electric System to be located at this residence. A PosiGen sales representative has reviewed the Lease of Solar Equipment and associated documents with me, in person, and has provided me with a hard copy or copy by e-mail of said lease agreement for my records.

I, James Williams, [PosiGen sales representative] attest that I have verified the identities of the undersigned homeowners using valid, government-issued identification and that I have witnessed their signatures to the Lease of Solar Equipment and associated documents on this May 26, 2022.



PosiGen Authorized Representative



Johnie J Darby Jr

DECLARATION OF SEPARATE OWNERSHIP AND DE-IMMOBILIZATION

BY AND BETWEEN:
Johnnie J Darby Jr
AND
POSIGEN OF LOUISIANA, LLC

* UNITED STATES OF AMERICA
*
* STATE OF LOUISIANA
*
*
*
* PARISH OF JEFFERSON
*

Johnnie J Darby Jr, the individual resident(s) of Louisiana of the full age of majority residing at 5416 Congress Dr New Orleans, LA 70126 in the Parish of Orleans Parish, State of Louisiana, ("**Homeowner**"), and **POSIGEN OF LOUISIANA, LLC**, a Louisiana limited liability company located at 819 Central Ave. Ste. 210., Jefferson, Louisiana 70121 ("**Separate Owner**" and together with Homeowner, "**Appearers**"), does state the following:

Recitals

- A. Homeowner is the owner and title holder of record of certain immovable property and the improvements: 5416 Congress Dr New Orleans, LA 70126 District: 3, Square: 16, Lot: N/A (the "**Immovable Property**") and more fully described in a certified Certificate of Ownership;
- B. Homeowner and Separate Owner have entered into that certain Lease of Solar Equipment dated on or about the date hereof (the "**Solar Lease**"), pursuant to which, Separate Owner has leased to Homeowner certain items of movable property consisting of a solar photovoltaic array, inverter, mounting system, including, all monitoring and metering devices, and other equipment related thereto, (the "**Separate Improvements**"), and Homeowner has consented to Separate Owner's placement of the Separate Improvements on the Immovable Property and no similar equipment or materials owned by any party other than Separate Owner are, or will be, placed on the Immovable Property;
- C. Separate Owner will at all times own the Separate Improvements and Homeowner will not own or have any other interest therein except as lessee thereof pursuant to the Solar Lease;
- D. Out of an abundance of caution, Appearers enter into this declaration (this "**Declaration**") to, make public and known to third parties Separate Owner's separate ownership of the Separate Improvements.

Agreement

NOW THEREFORE, in consideration of the respective benefits Homeowner and Separate Owner will receive under the Solar Lease, and pursuant to the terms of the Solar Lease and the provisions of the Louisiana Civil Code, including but not limited to Articles 464, 493.1, 493.2, 495, 496, 498, and 468 as of the effective date of this Declaration:

- Homeowner hereby declares that Homeowner is not, and will not become, the owner of the Separate Improvements, and that Separate Owner is the owner of the Separate Improvements, because the Separate Improvements were, or will be, purchased with the funds of Separate Owner and Leased to Homeowner pursuant to the Solar Lease.
- Separate Owner hereby declares and avers that Separate Owner is not the owner of the Immovable Property, and that Homeowner is the owner of the Immovable Property.
- Homeowner and Separate Owner hereby acknowledge, declare and aver that the Separate Improvements constitute separate movables as described in Louisiana Civil Code Article 464, Comment (d).
- To the extent the Separate Improvements, once located on the Immovable Property, could be deemed to become a component part of the Immovable Property as a matter of law, prior to, in anticipation of, and contemporaneously with placement of the Separate Improvements on the immovable property, Homeowner hereby de-immobilizes the Separate Improvements in accordance with Louisiana Civil Code Article 468, and declares that the Separate Improvements are freely removable by Separate Owner in accordance with the terms of the Solar Lease.
- Without limiting the generality of the foregoing, nothing in this Declaration shall be construed to be an admission or acknowledgment that the Separate Improvements are component parts of the Immovable Property or that ownership of such Separate Improvements has in any way vested in Homeowner.
- This Declaration shall be filed in the Conveyance and Mortgage Records for the Parish where the Immovable Property is located and third parties may rely on this Declaration until such time as the Appearers, file a separate instrument in the public records subsequent to this Declaration.

THUS DONE AND SIGNED on May 26, 2022

HOMEOWNER(S):

Johnnie J Darby Jr

THUS DONE AND SIGNED on

SEPARATE OWNER:

PosiGen Authorized Representative

FACTS**WHAT DOES PosiGen
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and income ■ Credit history and credit scores ■ Employment and checking account information <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons PosiGen chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does PosiGen share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	N/A
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	N/A
For our affiliates to market to you	No	N/A
For nonaffiliates to market to you	No	N/A

Questions?Call 18667674436 or go to www.posigen.com/contactus

Who we are

Who is providing this notice?

PosiGen, Inc.

What we do

How does **PosiGen** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does **PosiGen** collect my personal information?

We collect your personal information, for example, when you

- Apply for a lease or pay your bills
- Pay us by check or give us your contact information
- Show your government-issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *PosiGen, LLC; PosiGen of Louisiana, LLC; PosiGen, CT, LLC; PosiGen New York, LLC, PosiGen NJ, LLC*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Non-affiliates can include servicers who collect payments.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Potential joint marketing relationships could include third party offerings for additional financed energy efficiency upgrades*

Other important information

Addendum

To

Lease of Solar Equipment

This Addendum to Lease of Solar Equipment (this “**Addendum**”), dated as of _____, is entered into between the Lessor, Lessee and Prior Lessor (each as defined below and each a “**Party**” and collectively the “**Parties**”), with the undertakings provided by Lessor as of the effective date for the benefit of the Lessee, and this Addendum is made part of that certain Lease of Solar Equipment between the applicable Parties (“**Agreement**”) with respect to the Solar Equipment (as defined in the Agreement) located at the address set forth below.

Lessee:		Lessor:	
Name and Address	Johnie J Darby Jr 5416 Congress Dr New Orleans, LA 70126 Attention: Johnie J Darby Jr	Name and Address	Rooftop Solar IV, LLC c/o PosiGen of Louisiana, LLC 819 Central Ave, Suite 210 Jefferson, LA 70121
Phone	5043382698	Phone	(866) 767-4436
E-mail		E-mail	accountmanagement@posigen.com
Prior Lessor:			
Name and Address	PosiGen of Louisiana, LLC 819 Central Ave, Suite 210 Jefferson, LA 70121		
Phone	(866) 767-4436		
E-mail	accountmanagement@posigen.com		

Location of Solar Equipment: 5416 Congress Dr , New Orleans, LA 70126

The following provisions are hereby incorporated into the Agreement and the Agreement is hereby amended as follows:

- Interpretation.** Except as amended by this Addendum, the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Addendum and those of the Agreement, this Addendum shall control. Terms with initial capital letters are defined terms which shall have the respective meanings given them in the Agreement, unless the context of this Addendum requires otherwise. The captions or headings in this Addendum are strictly for convenience and shall not be considered in interpreting the Agreement amended by this Addendum.
- Annual Calculation of Energy Output.** No later than fifteen (15) business days from each annual anniversary of the date the net-meter is operational (each date the

Addendum to Lease of Solar Equipment

“**Anniversary Date**”), Lessor will calculate the total quantity of all actual net energy generated by the Solar Equipment (measured in kWh) and delivered to the point where the Solar Equipment is interconnected with the Premises’ electrical wiring (such total quantity, the “**Energy Output**”) for the prior twelve (12) month period ending on such anniversary.

3. **Refund to Lessee.** If the Energy Output calculated on an Anniversary Date is less than the quantity of net energy estimated to be generated annually by the Solar Equipment as set forth in Schedule 1 (the “**Annual Estimated Output**”), then within twenty (20) business days of an Anniversary Date Lessor will refund to Lessee an amount equal to the product of (A) the applicable price of energy per kWh generated by the Solar Equipment as set forth in Schedule 1 (the “**Energy Production Payment Rate**”) and (B) the excess of the Annual Estimated Output over the Energy Output. Schedule 1 shall be provided to you by electronic mail and/or U.S. Mail within fifteen (15) days of completion of your system’s feasibility assessment. Lessor shall have the option to apply such refunded amount to reduce Lessee’s Monthly Rent Payment obligation on the first monthly bill following the Anniversary Date.. Any amounts to be refunded that are not applied to reduce Lessee’s Monthly Rent Payment obligations shall be paid directly to Lessee from Lessor. Notwithstanding the foregoing, to the extent the Energy Output is less than the Annual Estimated Output due to any of the following: (a) shading conditions that are reducing electric energy production and that Lessee does not remedy within 30 days of receiving notice from Lessor, (b) Lessee’s failure to comply with Lessee’s obligations under the Agreement or (c) Lessee causing or requesting the Solar Equipment be shut down or to generate significantly less electric energy, no refund shall be paid. Lessor makes no other representation, warranty or guaranty of any kind regarding the Solar Equipment’s actual or expected output or performance and any other express or implied warranties are hereby disclaimed.
4. **Tax Treatment.** For tax purposes, the Parties intend that this Agreement be treated as a service contract requiring the provision of electricity and will not take any position on any tax return contrary to such position.
5. **Assignment.** As of the date first written above, Prior Lessor has sold the Solar Equipment to Lessor and assigned all its rights, and delegated all its obligations, under the Agreement to Lessor. The Lessee hereby acknowledges and agrees to such sale and assignment of rights to, and assumption of obligations by, the Lessor and the release of the Prior Lessor under the Agreement.

IN WITNESS WHEREOF Lessor, Lessee and Prior Lessor have executed this Addendum effective as of the date first written above.

Lessor: Rooftop Solar IV, LLC

Signature:

Printed Name:

Title: Authorized Agent

Date:

**Lessee: 5416 Congress Dr , New Orleans, LA
70126**

Signature:

Printed Name: Johnie J Darby Jr

Title: Homeowner

Date: May 26, 2022

Acknowledged and agreed:

Prior Lessor: PosiGen of Louisiana,
LLC

Signature:

Printed Name:

Title: Authorized Agent

Date: