



Supply and Installation Agreement - Residential  
(Home Improvement Agreement)

43445 Business Park Drive Suite 110  
Temecula, CA 92590

Freedom Forever Texas, LLC

Freedom Forever Terms of Agreement

System Size	System Warranty
<b>10.62 kW</b>	<b>25 Years</b>

The Freedom Forever Promise\*

We provide a money-back energy production guarantee.  
 We warrant all of our roofing work.  
 We warrant and repair the system (as defined below).  
 We fix or pay for any damage we may cause to your property.  
 We provide 24/7 web-enabled monitoring at no additional cost.  
 The pricing in this Agreement is valid for 30 days from June 17, 2020  
 \*Please refer to specific terms in your Supply and Installation Agreement

Purchase Agreement

Total Contract Price: \$41,066.00
Down Payment: \$0
CPS Rebate Amount: \$0 (Rebate is not guaranteed, for more information please see <b>ARTICLE 4</b> of this Agreement covering Incentives. Rebate applicant is the owner of the system.)
Amount Due: \$41,066.00
First Year Production (Estimate): 10900.00 kWh

Notices may be sent to this address:

Freedom Forever Texas, LLC  
 43445 Business Park Drive Suite 110, Temecula,  
 CA 92590  
 Electrical Contractor #34467, Master Electrician  
 #465757

Freedom Forever is a licensed contractor in each state it operates in. For more information about our contractor licenses, please visit [www.freedomforever.com/licenses](http://www.freedomforever.com/licenses)  
 Phone # 888-557-6431

Date Signed by Customer:

June 17, 2020

Regulated by The Texas Department of Licensing and Regulation:  
 P. O. Box 12157, Austin, Texas 78711  
 1-800-803-9202, 512-463-6599;  
 website: [www.tdlr.texas.gov](http://www.tdlr.texas.gov)

<b>Homeowner ("Customer")</b>	
Homeowner Name: James Kehlhof Phone: (713) 854-7382	
<b>Installation Address ("Property")</b>	
2302 Parana Drive, Houston, TX 77080	
<b>Total Installed System Price ("Contract Price")</b> \$41,066.00	<b>Down Payment</b> \$0 (Due on Effective Date)
<b>Description of the System to be Installed ("System")</b>	
Panels: REC 295W Inverters: SolarEdge Monitoring System: SolarEdge Mounting Type: Roof Mount	<b>Additional Components   Allowances   Notes   Variances:</b>  None
<b>Signatures</b>	
<b>Independent Sales Representative</b> Sales Rep Signature: <u>Henry Silva</u> <hr/> Name: Henry Silva <hr/> Phone: (832) 474-5004 <hr/> Date: June 17, 2020 <hr/> Solicitation License Number: <hr/> I hereby represent that this agreement was presented to the customer and that I obtained his/her signature to this agreement.	<b>Customer</b> Customer Signature: <u>James Kehlhof</u> <hr/> James Kehlhof  Date: June 17, 2020 <hr/>

The Customer(s) are collectively referred to as the Customer.

The Customer is entitled to a completed copy of this Agreement, signed by both Customer and Freedom Forever, before any work may be started.

The Customer has the right to require any contractor that Freedom Forever may hire to have a performance and payment bond, but it is not required.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: [www.tdlr.texas.gov](http://www.tdlr.texas.gov).

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

You understand that in order to realize the benefit of the solar investment tax credit, you must have federal income tax liability that is at least equal to the value of the tax credit. You hereby acknowledge that you have sought tax advice from a qualified tax professional and understand any tax benefits and burdens arising from this Agreement.

You may cancel this Agreement at any time prior to midnight of the third (3rd) business day after the date you sign this Agreement. Please see attached Notice of Cancellation form for more information.

## Terms and Conditions

### ARTICLE 1 - PARTIES

This Supply and Installation Agreement (this "Agreement") is made and entered into as of the date of the last signature on the cover page hereof (the "Effective Date") by and between Freedom Forever Texas, LLC ("Freedom Forever") and the Customer ("Customer"). If the Customer is not the homeowner (the "Homeowner"), Customer shall provide Freedom Forever with written proof prior to the execution of this Agreement that the Homeowner consents to the System and the Work. Freedom Forever and the Customer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

### ARTICLE 2 - WORK

2.1 **Work.** Freedom Forever shall provide the Customer the following services at the address of 2302 Parana Drive, Houston, TX 77080 (the "Property") on the terms set forth in this Agreement (the "Work"):

- a. Install the System and its components as described on the cover page, which includes design, supply and installation of all photovoltaic panels, inverter(s), AC & DC disconnects, wiring, conduit and overcurrent protection, and racking placement;
- b. Obtain necessary permits and submit necessary paperwork to your electric utility provider to receive permission to operate;
  1. Freedom Forever cannot promise or guarantee the date your electric utility provider will provide permission to operate. Customer may not turn on the system until the electric utility provider has given its permission to operate. Customer is liable for any costs and/or damage relating to premature activation of the system.
- c. Provide all labor, material, equipment, supervision and delivery to furnish and install the entire System as specified under the terms of this Agreement;
- d. Conduct related filling and compaction;
- e. Coordinate building, electrical and utility inspections;
- f. Start up and test the completed System; and
- g. Additional works described on page one.

2.2 **Exclusions.** Any alteration or deviation from the above specifications, including but not limited to any additional material and/or any labor costs incurred by such alteration or deviation, are not part of the Work, and shall only be executed pursuant to ARTICLE 6 of this Agreement, with the costs solely borne by the Customer. These alteration and deviation include but are not limited to:

- a. Upgrade of existing main service panels, sub-panels or switchboards, if needed;
- b. Upgrade, replacement or repair of existing roof, or supporting roof structure;
- c. Tree removal, fencing, weed abatement, curbing, gravel or landscaping;
- d. Non-standard ground work (such as on difficult soil conditions);
- e. Additional grading, rock/boulder removal, blasting, coring, soil testing, compaction for footings, and trenching;
- f. Structural engineering calculations or analysis of existing structures;
- g. Habitat studies, additional inspections or fees of any type;
- h. Additional permitting requirements by local building authorities or jurisdictions, such as zoning, land use, architecture, planning, habitat, environmental, etc.; and
- i. Additional exclusions described on page one, initialed by both parties.

2.3 **Standard of Performance.** Freedom Forever shall perform all construction and related services provided hereunder in a good and workmanlike manner, in accordance with all requirements of the documents contained in the Agreement, and all applicable laws, codes, regulations and other requirements, including safety requirements.

### ARTICLE 3 - PROPERTY

3.1 **Property.** Freedom Forever shall install the System on the Property. Within ten (10) days of the Effective Date, the Customer shall make the Property available to Freedom Forever for performance of the Work. The Customer or any inhabitants of the Property are not required to vacate the Property during the Work, however, the Customer agrees and understands that there may be loss of power to the Property during the Work, and Freedom Forever is fully indemnified for any damage that may occur as a result of that loss of power. If the Customer is a Landlord, the Customer is solely responsible for providing any notice required by any lease to the tenant.

3.2 **Ownership, Owner Consent Right to Install and Agent Authority.** The Customer represents that all Homeowner(s) have consented to Agreement, and/or the agent has the authority to sign this Agreement, that the Customer have the right to enter into this Agreement and to install the System on the Property. The Customer also represents that, if applicable, the HOA or Condominium Board (the "Board") has consented to the Work being performed at the Property and that any issues resulting from the HOA or Board are the responsibility of the Customer, including but not limited to payment for all charges incurred by Freedom Forever if any entity required the Work to be altered or to cease.

3.3 **Property.** The Customer agrees to allow Freedom Forever and construction professionals (including engineer, architect, licensed contractors, or their representatives) hired by Freedom Forever to access the Property to inspect any buildings and roofs prior to the installation of the System to ensure that the Property can accommodate the System. Notice shall be requested twenty-four (24) hours in advance and shall be reasonably granted by Customer.

3.4 **Property.** The Customer grants to Freedom Forever and the Subcontractors the right to access all of the Property for the purposes of (a) designing, installing, constructing, testing, operating, maintaining, repairing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System, and performing Freedom Forever's obligations under this Agreement; (b) installing, testing and maintaining electric lines and inverters and meters, necessary to interconnect the System to the Customer's electric system at the Property and/or to the utility's electric distribution system; or (c) taking any other action reasonably necessary in connection with designing, installing, constructing, testing, operating, maintaining, repairing and replacing the System; or (d) repair of any damage to roof, wall or any part of the property determined by Freedom Forever to be caused by the installation of the System. This access right shall continue for up to ninety (90) days after the later of the termination of this Agreement or the expiration of the Production Guarantee Term (as defined in Exhibit A), if applicable, and per the below requirements:

3.4.1 **Reasonable Notice.** Freedom Forever shall provide the Customer with twenty-four (24) hours notice of its need to access the Property whenever reasonable and when not in the case of emergency.

3.4.2 No interference. During the time that Freedom Forever has access rights the Customer shall ensure that Freedom Forever's access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.

3.4.3 Prevention of Access. Any act, negligence or omission of the Customer, its representative or by third party that prevents or delays Freedom Forever from performing its obligations under this Agreement shall not be counted against the time of performance set in this Agreement. Freedom Forever shall not be responsible for any resulting loss or damage from such delay.

3.5 Removal of Hazardous Materials. The Customer agrees to provide a safe and secure work environment at the Property during the term of this Agreement. The Customer shall be responsible for removal and any costs incurred of hazardous materials, including asbestos, PCBs, petroleum, or hazardous waste material uncovered or revealed at the Property. If any hazardous materials are discovered, Freedom Forever may immediately cease all the Work in connection with such hazardous condition(s) in any affected area(s). Freedom Forever shall not be required to resume the Work until the Customer delivers written proof of all required local building authority permits related to: (i) specifying that such condition(s) and all affected area(s) have been rendered safe by the building authorities for the resumption of Work, or (ii) specifying any special conditions under which the Work may resume safely. Any work stoppage due to unavailability of the Property does not relieve the Customer's obligation to fulfill this Agreement, and any completion dates.

3.6 Existing Conditions. Freedom Forever is not responsible for and bears no liability for the performance of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, and/or any other similar devices.

#### ARTICLE 4 - PAYMENT

4.1 Price. In consideration of performance of the Work and installation of the System, the Customer shall pay to Freedom Forever the Total Contract Price, as defined on page one of this Agreement. The Total Contract Price shall be paid in full upon Completed Installation.

4.2 Payment. Customer agrees to pay the Total Contract Price as set forth on the page one of this Agreement plus all applicable taxes. Customer may choose to finance the Total Contract Price by entering into a financing agreement with a third party. If Customer chooses to enter into an arrangement with a third party for financing of the Total Contract Price, Customer understands that they are directly contracting with a third-party financing company and not Freedom Forever for financing services. Customer will remain obligated for the full Total Contract Price until full payment is received by Freedom Forever.

4.3 Down Payment. Upon the Effective Date, the Customer shall pay to Freedom Forever a Down Payment in an amount provided on page one of this Agreement to Freedom Forever. Freedom Forever agrees to refund the full amount of the Down Payment if the Customer cancels the Agreement within three (3) days following the Effective Date. Any cancellation after three (3) days following the Effective Date will cause a forfeiture of the Down Payment. If neither Party cancels the Agreement, the Down Payment shall be applied to the Total Contract Price. This ARTICLE 4.2 does not apply if the Down Payment as provided on page one of this Agreement is zero (\$0).

4.4 Past Due Amount. Past due amounts shall accrue interest from the date such amounts were due until the date paid at an interest rate equal to the lesser of ten percent (10%) per annum and the maximum rate permitted by law in the State of Texas.

4.5 Financing Payments. If Customer is financing the System, the timing and amount of the payments (and any applicable interest accrued) will be subject to the terms and conditions of the financing agreement with the finance company (the "Finance Company"). Any agreement between the Customer with regard to financing shall be solely between the Customer and the Finance Company.

4.6 Incentives. Depending on the state and/or utility district in which you reside, you may be eligible for state and local incentives and/or rebates. The incentive and/or rebate calculations provided to Customer are estimates. Those estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the Work. However, actual incentives and/or rebates are variable as are eligibility requirements, funding availability and rates which may change. In an effort to assist Customer in capturing any applicable incentive and/or rebate, Freedom Forever will use good faith and reasonable efforts to help Customer secure applicable incentives and/or rebates, but Freedom Forever shall have no financial obligation to the Customer regarding actual incentive and/or rebate amounts received. Customer agrees to pay the Total Contract price in full regardless of the actual amount of any incentive and/or rebates Customer may or may not receive. Customer agrees to provide all necessary assistance to Freedom Forever to capture an incentive and/or rebate including but not limited to requested documentation and signatures on additional paperwork. Customer is responsible for any taxes and/or assessments required by federal, state or local governments or related regulatory agencies or utilities.

4.7 Taxes. Customer is responsible for all taxes related to the System and this Agreement, including taxes assessed on or arising from purchase, installation, ownership of the System, including all sales (which may be included as part of the Total Contract Price), use, and personal property taxes and real property taxes associated with the Property.

#### ARTICLE 5 - TIME FOR PERFORMANCE; TITLE OF WORK

5.1 Commencement. Freedom Forever shall commence performance of the Work at the Property ("Commencement") within thirty (30) business days from the date of receiving all required permits, or the date the Property is ready for installation, whichever comes later. Following Commencement Freedom Forever shall diligently proceed to achieve Completed Installation.

5.2 Completed Installation. "Completed Installation" means the System is fully installed and is ready for start-up and testing.

5.3 Guaranteed Completion. Except as otherwise provided herein, Freedom Forever shall achieve Completed installation within sixty (60) days from Commencement (the "Guaranteed Completion Date").

5.4 Extension. Freedom Forever retains the sole and exclusive right to modify the Guaranteed Completion Date due to Force Majeure Events, Customer-Caused Delay, and other circumstances that are beyond the control of Freedom Forever, including but not limited to:

- a. Product delivery time constraints by manufacturer(s);
- b. Availability of the Customer's selected equipment
- c. Completion of the Customer's financing;
- d. Permit process;
- e. HOA's and/or Condominium Board's approval process;
- f. Weather conditions.

5.5 Title of System. Prior to Completed Installation, Freedom Forever has good title to all the System Assets the ("System Assets"). The System Assets mean all the Work and all materials delivered to the Property, whether or not actually incorporated in the System or the Property. Upon the Customer's payment of the Total Contract Price, legal title and ownership of the System shall pass to the Customer.

## ARTICLE 6 - CHANGED CONDITIONS

6.1 Right to Cancel.

6.1.1 Site Inspection Result. After site inspection by Freedom Forever as set forth in ARTICLE 3.3, Freedom Forever may cancel this Agreement and propose a new agreement (the "New Agreement"), based on the site inspection result at Freedom Forever's sole discretion.

6.1.2 New Conditions. In the event that Freedom Forever discovers new conditions of the Property which were not discovered or revealed before the Effective Date, or in the event that environmental concerns unexpectedly arise and require involvement and/or further permits from local building authorities, Freedom Forever shall have the right to cancel this Agreement and propose a New Agreement.

6.1.3 Customer's Right to Cancel. If Freedom Forever elects to cancel this Agreement and propose a New Agreement, Customer shall have the right to accept or reject the new agreement. Until such new agreement is executed by all Parties and the Three (3) Day Right to Cancel has passed, all Work shall cease. In the event the Customer decides not to proceed with the Work under the New Agreement, the Customer is solely responsible for paying for any Work performed under the original Agreement, and, the removal and repair of the Property to substantially the same condition as it was prior to the Work being performed.

6.2 Extra Work and Change Orders. Extra Work and Change Orders become part of the Agreement once the order is prepared in writing and signed by the Parties prior to the commencement of work covered by the new Change Order. The Change Order must describe the scope of extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change Orders shall be executed using the Change Order Form in Exhibit B.

6.3 Discretionary Design Changes. Freedom Forever in its sole discretion may redesign the system to exclude one (1) solar module, or its equivalent wattage, or to increase the size of the system including without limitation, by installing more solar modules or increased efficiency solar modules, and/or modify the location of the installation of the System on the roof at the Property without a Change Order.

## ARTICLE 7 - LIMITED WARRANTY

7.1 Free of Material, Construction and Workmanship Defect. Subject to the limitations and other provisions of this Agreement, Freedom Forever warrants that the Work and the System will be free from defects in material, construction and workmanship ten (10) years following the Completed Installation (the "Limited Warranty"). Freedom Forever warrants the roof of the Property against damage and water infiltration at each roofing penetration made by Freedom Forever in connection with the installation of the System (the "Covered Roof Area"). **This is not a warranty of the entire roof.** If the roof has an existing warranty, Customer has the sole responsibility of confirming with the roofing contractor who performed the work that the installation of the solar system will not void any warranty. If the Work will void any existing roof warranty, the Customer proceeds knowing that this is the case. Any claim under the Limited Warranty must be made before the expiration of the Limited Warranty.

7.2 Warranty Exclusion. The Limited Warranty excludes products not manufactured by Freedom Forever. The Customer shall be entitled to all warranties, if any, provided by the manufacturers of the components, accessories and equipment that are not manufactured by Freedom Forever, but which Freedom Forever installs. These items generally include, but are not limited to, solar panels, inverters, and disconnect switches. Freedom Forever does not expressly warrant these items because it is not involved in the manufacturing process. Occasionally, a component, accessory or item of equipment will be unavailable for reasons beyond Freedom Forever's control. If this should occur, Freedom Forever shall have the right to substitute a reasonable equivalent item. The Limited Warranty excludes any measuring or monitoring equipment or service.

7.3 Other Exclusions. The Limited Warranty does not extend to (a) normal wear and tear; or (b) damage or failure caused by (i) abuse or material neglect of the Customer, unless such action or inaction was taken or not taken, as the case may be, in reliance on written instructions provided by Freedom Forever, (ii) modifications not performed by or through Freedom Forever or an affiliate of Freedom Forever or in a manner materially inconsistent with or contrary to the written information or written instructions provided by Freedom Forever or contained in the vendor manuals provided by Freedom Forever, (iii) the negligent acts or omissions of the Customer or the Customer's separate contractors, (iv) defects or deficiencies attributable to Force Majeure Events, (v) failure by the Customer to properly maintain or operate the System, or (vi) defects caused by the failure of the structural integrity of the support system by reason of any earth or fill ground movement.

7.4 Repair and Replacement. If the Customer discovers a breach of the Limited Warranty and makes a timely claim, then, as the Customer's sole and exclusive remedy, Freedom Forever shall repair or replace the defective Work. Freedom Forever shall commence and complete such repairs or replacements within a reasonable time after receipt of the Customer's notice of warranty claim. If a failure cannot be corrected by Freedom Forever's reasonable efforts, the Parties will negotiate an equitable solution.

7.5 Disputes of Breach of Warranty. If Freedom Forever disputes whether a breach of warranty has occurred, any tests of the System shall be as mutually agreed, and Freedom Forever shall be notified of and may be present at all tests that may be performed.

7.6 Reservation of Right to Access for Limited Warranty. Freedom Forever reserves the right to access the Property, after reasonable notice to the customer, to repair, inspect or assess the performance of the Customer's System.

7.7 Exclusive Remedy. The Limited Warranty is the exclusive remedy for defects in material and workmanship provided under this Agreement, and is provided in lieu of all other warranties, express or implied. On expiration of the Limited Warranty, all liability of Freedom Forever for breach of warranty shall terminate. PURCHASER DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.8 Transferability of Warranty. The Limited Warranty that the Work and the System will be free from defects in material, construction and workmanship in ten (10) years following the Completed Installation is transferable when the Customer conveys or transfers the Property to another party. The Customer or the transferee must give notice, in writing, to Freedom Forever within twenty (20) days from the effective date of the conveyance or transfer. The transfer of warranty shall be effective only if the transferee agrees to be bound by the conditions and terms of this Agreement. The transfer of warranty shall be effective upon Freedom Forever's receipt of the written notice from transferee agreeing to the terms and conditions of the Agreement.

## ARTICLE 8 - SYSTEM PRODUCTION

Freedom Forever will provide the Customer a production guarantee, as set forth in Exhibit A.

## ARTICLE 9 - FORCE MAJEURE EVENTS; CUSTOMER-CAUSED DELAY

9.1 Force Majeure. For purposes of this Agreement, the term "Force Majeure Event" shall mean any event, condition or circumstance that delays or prevents a Party from timely performing obligations under this Agreement, or from complying with conditions required under this Agreement if such act or event, condition or circumstance, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, to the extent that the foregoing conditions are satisfied, war, sabotage, riots, insurrection, civil unrest or disturbance, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out; inclement weather, earthquake, abnormal weather condition or actions of the elements, hurricane, flood, lightning, wind, drought, volcanic eruption, Acts of God; unavailability of materials acceptable to Freedom Forever, fires, explosions, strikes, concurrent construction at Property affecting solar installation, government prohibitions, action or inaction of government or local utility, or acts or omissions of other persons.

9.2 Customer-Caused Delay. For purposes of this Agreement, "Customer-Caused Delay" means delays caused by the Customer's failure to comply with the Customer's obligations under this Agreement, and any other delays caused by the Customer, the Customer agents, or separate subcontractors.

9.3 Performance Excuse. On account of any ongoing Force Majeure Event, each Party shall be excused from performance of its obligations under this Agreement, other than payment obligations. Freedom Forever shall have the right to cancel this Agreement upon the occurrence of any Force Majeure Event or Customer-Caused Delay impacting the performance of the Work.

#### ARTICLE 10 - DEFAULT; TERMINATION

10.1 Default by Freedom Forever. Freedom Forever will be in default under this Agreement if any of the following occurs:

- a. failure to perform its obligations under this Agreement which remains uncured thirty (30) days after receipt of notice of default (the "Notice of Default") which shall be sent in writing to Freedom Forever by tracked postal service; or
- b. Freedom Forever admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

10.2 Remedies in Case of Default by Freedom Forever. If Freedom Forever is in default under this Agreement, the Customer may:

- a. terminate this Agreement; or
- b. pursue any other remedy available to the Customer in this Agreement or by law.

10.3 Default by Customer. The Customer will be in default under this Agreement if any one of the following occurs:

- a. the Customer fails to make any payment when it is due and such failure continues for a period of five (5) days;
- b. the Customer fails to perform any material obligation that the Customer have undertaken in this Agreement (which includes doing something the Customer have agreed not to do, like alter the System) and such failure continues for a period of thirty (30) days after written notice;
- c. the Customer have provided any false or misleading financial or other information to obtain this Agreement;
- d. the Customer assigns, transfers, encumbers, sublets or sells this Agreement or any part of the System without Freedom Forever's prior written consent; or
- e. the Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.
- f. the Customer conceals or fails to disclose known unpermitted structures on the Property; or
- g. the Customer willfully refused to obtain proper permits for discovered unpermitted structure.

10.4 Remedies in Case of Default by Customer. If the Customer is in default under this Agreement, Freedom Forever may take any one or more of the following actions. If the law requires Freedom Forever to do so, Freedom Forever will give the Customer notice and wait any period of time required before taking any of these actions. Freedom Forever may:

- a. terminate this Agreement;
- b. suspend the performance of this Agreement;
- c. take any reasonable action to correct the Customer's default or to prevent our loss; any amount we pay will be added to the amount the Customer owes us and will be immediately due;
- d. require the Customer, at the Customer's expense, to return the System or make it available to us in a reasonable manner;
- e. proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for the Customer's breach;
- f. disconnect, turn off or take back the System by legal process or self-help, but Freedom Forever may not disturb the peace or violate the law;
- g. report the non-operational status of the System to the Customer's utility informing them that the Customer is no longer net metering;
- h. charge the Customer a reasonable reconnection fee for reconnecting the System to the Customer's utility or turning the Customer's System back on after we disconnect or turn off the System due to the Customer's default;
- i. recover from the Customer (A) all unpaid Total Contract Price amounts, taxes, and all or any other sums then due and owing, and (B) seek a pre or post judgment lien or similar security interest on or against the Customer's home pursuant to the laws of the State of Texas;
- j. recover from the Customer all direct and indirect, internal and external expenses incurred in partial completion of the Work, plus fifteen percent (15%) profit thereon; or
- k. pursue any other remedy available to Freedom Forever in this Agreement or by law or in equity.

10.5 Multiple Remedies. By choosing any one or more of these remedies, Freedom Forever does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Freedom Forever does not give up the right to use that remedy in case of a subsequent default.

10.6 Reimbursement. The Customer agrees to repay Freedom Forever for any reasonable amounts we pay to correct or cover the Customer's default. The Customer also agrees to reimburse Freedom Forever for any direct and indirect, internal and external costs and expenses Freedom Forever incurs, plus fifteen percent (15%) profit thereon, relating to the System's return resulting from early termination.

10.7 Non-Default Terminations. If any of the following event arises, either Party may terminate this Agreement without further liabilities or obligations on either party: (a) issuance of an order of a court or other public authority having jurisdiction which requires all the Work to be stopped; or (b) Force Majeure Event that lasts more than three hundred sixty-five (365) days. Freedom Forever may terminate this Agreement if there is a failure to obtain all permits and governmental approvals required for performance of the Work.

#### ARTICLE 11 - INDEMNITY

11.1 To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party from and against any and all loss, damage, expense and liability, including fines, penalties, court costs and reasonable attorneys' fees (collectively, "Liabilities") incurred by such first Party in connection with or arising from any third-party claim for physical or other damage to or physical destruction of property or death of or bodily injury to any person to the extent caused by (a) any breach or violation of or default under this Agreement or any applicable legal requirements by; or (b) any willful misconduct or gross negligent acts or

omissions of the second Party or its agents, subcontractors or employees or others under its control, provided, however, that in no event shall a Party be obligated under this ARTICLE 11 to the extent such Liabilities arise due to the negligence or willful misconduct of the other Party or any third party.

## ARTICLE 12 - LIMITATIONS OF LIABILITY

12.1 Limitation of Liability. Freedom Forever's total liability to the Customer, from any and all causes (including all claims under the warranties described in this Agreement), whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed the Total Contract Price.

12.2 No Consequential Damages. NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT. THIS LIMITATION WILL NOT BE INTERPRETED TO RESTRICT A PARTY'S INDEMNITY OBLIGATIONS WHERE SUCH OBLIGATIONS EXIST PURSUANT TO THIS AGREEMENT.

## ARTICLE 13 - MARKETING AND CUSTOMER CONTACT

13.1 Signage. Customer agrees to allow a Freedom Forever marketing sign to be displayed at the Property beginning during the first day of Work and for one (1) month after Work is completed.

13.2 Publicity. Customer agrees and hereby authorizes Freedom Forever's use of Customer's voice, photographs, videos and likeness in print media, radio, television, e-mail, social media, web materials, and any audio and/or video recording. Customer agrees to authorize Freedom Forever's use of the Property's photographs and videos in print media, radio, television, e-mail, social media, web materials and any audio and/or video recording.

13.3 Autodialed Telephone Calls and Text Messages. Customer consents to receive autodialed telephone calls and SMS text messages from Freedom Forever and its affiliates, contractors, or on our behalf at the mobile telephone number provided herein. These telephone calls and SMS text messages may include promotional material related to our services or others' products and services, which may be sent using an automatic telephone dialing system. Customer understands that there is no requirement to agree to receive telephone calls and/or SMS text messages as a condition of entering into this Agreement. Standard call and text message charges may apply.

## ARTICLE 14 - GENERAL PROVISIONS

14.1 Governing Law. This Agreement is governed by the laws where the Property is located.

14.2 Notices. All notices given by either Party hereunder must be in writing and delivered by personal delivery, certified mail (return receipt requested), or overnight courier. A notice shall be deemed received upon personal delivery, the promised delivery date after deposit with a reputable overnight courier, or five (5) days after deposit in the mail. Notices to either Party shall be sent to the respective address provided on the cover page or other address as provided in writing.

14.3 Electronic Records. Customer may be entitled by law to receive certain information "in writing". However, Customer agrees that all information, documents, disclosures, notices, and agreements between Customer and us may be in electronic form (collectively, "Electronic Record(s)"). Customer further agrees that we may use and obtain electronic signatures (such as by clicking, checking, or signing using a digital pen) in the processing of Electronic Records. We will provide the Electronic Records by emailing them at the most recent e-mail address provided by Customer that we have on file and/or by making the Electronic Records available via a website address. Customer must notify us of any change in e-mail address(es). If we send an Electronic Record, but Customer does not receive it because the most recent e-mail address that we have on file is incorrect, out of date, blocked by a service provider, filtered by a service provider as "spam" or "junk mail", or Customer is otherwise unable to receive the Electronic Record, we will be deemed to have provided the Electronic Record to Customer. Customer must have a computer with an internet connection, a compatible web browser, Adobe Acrobat Reader version 8.0 or above, and a valid and accessible e-mail account. Customer may request a paper copy of any Electronic Record, and we will send a paper copy via U.S. mail within ninety (90) days.

14.4 Data. We may collect and store: nonpublic personal information about Customer, the System, energy usage, Customer credit report(s), and other related information; and may install, operate, and maintain a device on the Property that we may use to collect and store information about energy use and related information (collectively, "Data"). We may use any software related to operation of the System. We may use Data and access software to measure performance of the System. Customer agrees that we may use, store, and disclose the Data to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, acquirers, along with equipment manufacturers and suppliers associated with the System. Customer agrees that we may share your name, contact information, Property location, and other information we have collected or obtained about you including the Data with our affiliates.

14.5 No False, Misleading, Defamatory or Abusive Language. Customer and Company agree, at all times, that each shall not make or cause to be made, directly or indirectly, any statement to any third party against Company, its affiliates, its current and former directors, its current or former officers, and/or employees, that is false, misleading, defamatory and/or abusive language. The Company may take actions consistent with breach of this Agreement should it determine that the other party has made false, misleading, defamatory and/or abusive language (whether written or oral) about Freedom Forever, its affiliates, any of its current or former officers, and/or employees.

14.6 Arbitration and Attorney's Fees. All claims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, shall be submitted to arbitration in the State of Texas. The rules and procedures of such arbitration will be the Construction Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS") unless the Parties mutually agree in writing otherwise. The decision of the arbitrator(s) shall be final, conclusive and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The prevailing party in any arbitration or court proceeding shall be entitled to its reasonable attorneys' fees and all related costs and expenses.

14.7 Class Waiver. Unless prohibited by applicable law, you agree to bring all claims against Freedom Forever, parent(s), subsidiaries, affiliates only in your individual capacity and YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

14.8 Survival. Subject to the limitations and other provisions of this Agreement, Exhibit A, ARTICLE 11, ARTICLE 12, and ARTICLE 14, as well as any other provision that, in order to give proper effect to its intent, shall survive the expiration or earlier termination of this Agreement.

14.9 Our Licenses. Freedom Forever Texas, LLC is a licensed contractor in Texas. For information about contractor licensing requirements, contact the applicable county and/or city. For general information about our licenses please visit <http://www.freedomforever.com/licenses>

14.10 Mechanics Liens. Pursuant to Texas statute, Freedom Forever shall have the right to file a Mechanics Lien (a "Contractor's Mechanics Lien") on your Property if Freedom Forever is not paid for work that has been performed. In the event that Freedom Forever hires any subcontractors to perform Work, Freedom Forever shall provide to the Customer, pursuant to Sections 53.282 and 53.284 of the Texas Property Code, a written list of all the names and addresses of each subcontractor. Such notice shall be delivered prior to the work of the subcontractor being performed.

14.11 Insurance. Freedom Forever shall maintain all necessary insurance in the amounts required by law.

14.12 Assignment. Neither party may assign any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the forgoing, Freedom Forever may, without consent of Customer, assign this Agreement to affiliate of Freedom Forever. Any purported assignment in violation of this ARTICLE 14.12 shall be null and void.

14.13 Right to Subcontract. Freedom Forever shall have the right to subcontract the performance of the Work and any other duties or obligations under this Agreement to a third party (a "Subcontractor"). In all cases, Freedom Forever shall be responsible and liable for the acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Freedom Forever or its employees and shall be responsible for all fees and expenses payable to any Subcontractor.

14.14 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.


14.15 Amendment and Modification. Except as covered under ARTICLE 6.2, this Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

14.16 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14.17 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14.19 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and the Parties are not bound by any oral expression or representation by any agent of either Party purporting to act for or on behalf of either Party or by any commitment or arrangement not specified in this Agreement. Any plans, specifications, and other data furnished with or in connection with this Agreement are descriptive of the specifications and terms and conditions contained herein, and in case of conflict between the provisions stated in the plans and specifications or other data, and the terms of this Agreement, the terms of this Agreement shall prevail.

<p><b>Customer</b></p> <p>Customer Signature:    <hr/> James Kehlhof</p> <p>Date:  June 17, 2020  <hr/></p>	<p><b>Freedom Forever Texas, LLC</b></p> <p>  <hr/></p> <p>Date:  June 17, 2020  <hr/></p> <p>Name:  Greg Albright  <hr/></p> <p>Title:  President  <hr/></p>
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**LIST OF DOCUMENTS INCORPORATED  
INTO THIS AGREEMENT**

Documents Incorporated in this Agreement:

1. Residential Construction Contract Mechanic's Lien Notice
2. Notice of Three-Day Right to Cancel
3. Notice of Cancellation (Freedom Forever Copy)
4. Notice of Cancellation (Customer Copy)
5. Information about Texas Department of Licensing and Regulation (TDLR)
6. Performance Guarantee (Exhibit A)
7. Change Order Form (Exhibit B)
8. Dispute Resolution Form (Exhibit C)

## Mechanics Lien Disclosures

Under Texas Property Code §53.255, the following Mechanic's Lien disclosures are being provided to you, the Residential Construction Customer:

**KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW.** You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

**CONVEYANCE TO CONTRACTOR NOT REQUIRED.** Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

**KNOW YOUR CONTRACTOR.** Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

**GET IT IN WRITING.** Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

**READ BEFORE YOU SIGN.** Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

**GET A LIST OF SUBCONTRACTORS AND SUPPLIERS.** Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

**"MONITOR THE WORK.** Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

**MONITOR PAYMENTS.** If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

**CLAIMS BY SUBCONTRACTORS AND SUPPLIERS.** Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

(1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

(2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as 'statutory retainage.' If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

**SOME CLAIMS MAY NOT BE VALID.** When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

**OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT.** When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a 'completion of improvements' policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.

Customer's Initials JK

**CUSTOMER RECEIPT OF:  
NOTICE OF THREE-DAY RIGHT TO CANCEL**

You, the Customer, have the right to cancel this Agreement within three (3) business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Freedom Forever at the Freedom Forever's place of business by midnight of the third business day after you received a signed and dated copy of the Agreement that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, Freedom Forever must return to you any amount paid by you prior to cancellation within ten (10) days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within twenty (20) days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I RECEIVED THE ABOVE "NOTICE OF THREE-DAY RIGHT TO CANCEL."

**Customer**

Customer Signature:

*James Kehlhof*

James Kehlhof

Date:

June 17, 2020

**NOTICE OF CANCELLATION**  
**(Freedom Forever Copy)**

June 17, 2020 (Date of transaction)

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 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT 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 MERCHANT 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 MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT 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.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO FREEDOM FOREVER TEXAS, LLC AT 43445 BUSINESS PARK DR. SUITE 110, TEMECULA, CA 92590 NOT LATER THAN MIDNIGHT OF 6/19/2020 (date).

I HEREBY CANCEL THIS TRANSACTION. \_\_\_\_\_(date)

(Customer Signature) \_\_\_\_\_

**NOTICE OF CANCELLATION**  
**(Customer Copy)**

June 17, 2020 (Date of transaction)

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 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT 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 MERCHANT 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 MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT 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.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO FREEDOM FOREVER TEXAS, LLC AT 43445 BUSINESS PARK DR. SUITE 110, TEMECULA, CA 92590 NOT LATER THAN MIDNIGHT OF 6/19/2020 (date).

I HEREBY CANCEL THIS TRANSACTION. \_\_\_\_\_(date)

(Customer Signature) \_\_\_\_\_

**INFORMATION ABOUT TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR)**

TDLR is the state consumer protection agency that licenses and regulates electrical contractors. Contact TDLR for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to TDLR. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), TDLR has authority to investigate the complaint. If you use an unlicensed contractor, TDLR may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

**For more information:**

Visit TDLR's Internet Web site at [www.tdlr.texas.gov](http://www.tdlr.texas.gov)

Call TDLR at 800-803-9202

Write TDLR at P.O. Box 12157, Austin, Texas 78711

**Exhibit A**  
**Production Guarantee**

**ARTICLE 1 - DEFINITIONS**

The following defined terms have the meanings set forth below:

- 1.1 "Actual Annual kWh". means, for any Production Year, the AC electricity produced by the System in kilowatt-hours (kWh).
- 1.2 "Commencement Date". means the date of initial operation of the System.
- 1.3 "First Year Production". means the estimated production of the System as found in Exhibit A, ARTICLE 2.1.
- 1.4 "Guaranteed Annual kWh". means, for any Production Year, the amount of AC electricity generation guaranteed, as set forth fully in Exhibit A, ARTICLE 2.
- 1.5 "Guaranteed Energy Price". means \$0.12/kWh.
- 1.6 "Production Guarantee". means this entire Exhibit A.
- 1.7 "Production Guarantee Term". means the period beginning upon Commencement Date and ending on the earlier of: (a) the twenty-fifth (25th) anniversary thereof; or (b) the termination of this Production Guarantee.
- 1.8 "Production Year". means the twelve (12) month period beginning on the 1st day of the month following Commencement Date, and each successive twelve (12) month period thereafter during the Production Guarantee Term. For example, if Commencement Date occurred on March 15, each Production Year would run from April 1 to March 31.
- 1.9 "Production Year Deficit Payment". means, for any Production Year, a refund payment by Freedom Forever to the Customer in an amount calculated in accordance with Exhibit A, ARTICLE 3.

**ARTICLE 2 - PRODUCTION GUARANTEE**

- 2.1 "Performance Guarantee". The Guaranteed Annual kWh of the System for Production Year 1 is 10900 and is subject to all of Exhibit A, ARTICLE 2. Freedom Forever guarantees that in each Production Year the System will generate the Guaranteed Annual kWh for such Production Year, subject to the other terms and conditions as fully set forth in this Exhibit A.
- 2.2 "Degradation". The Guaranteed Annual kWh shall degrade and reduce by five percent (5%) for the first year following Production Year 1 and by a half percent (.5%) every year thereafter, throughout the Production Guarantee Term.
- 2.3 "Production Year Surplus". If at the end of a Production Year, the Actual Annual kWh for such Production Year is greater than the Guaranteed Annual kWh for that Production Year, there will be no additional cost to the Customer for this surplus energy. However, this surplus will be carried over and used by Freedom Forever to offset any future Production Year Deficits.
- 2.4 "Production Year 1 Adjustment". In the event the Actual Annual kWh for Production Year 1 is less than eighty-five percent (85%) of the Guaranteed Annual kWh described in Exhibit A, ARTICLE 2.1, Customer agrees to allow Freedom Forever to replace or install additional panels so that the Annual kWh for Production Year 1 meets at least eighty-five percent (85%) of the Guaranteed Annual kWh for Production Year 1, the new Guaranteed Annual kWh for Production Year 1 will be the original Guaranteed Annual kWh multiplied by eighty-five percent (85%) and the Guaranteed Annual kWh for future Production Years will be adjusted to reflect the change, and Customer shall still be entitled to submit a Performance Claim for the Production Deficit between the new Guaranteed Annual kWh and the Actual Annual kWh for Production Year 1. Freedom Forever will provide no notice of Production Year 1 Guaranteed Annual kWh adjustments made. In the event that Actual Annual kWh for Production Year 1 is greater than eighty-five percent (85%) but less than one hundred percent (100%) of the Guaranteed Annual kWh described in Exhibit A, ARTICLE 2.1, the new Guaranteed Annual kWh for Production Year 1 will be adjusted to the Actual Annual kWh produced in Production Year 1. Any adjustment of the Guaranteed Annual kWh is subject to the degradation schedule set forth in Exhibit A, ARTICLE 2.2.
- 2.5 "No Adjustment on Surplus". Guaranteed Annual kWh will not be adjusted if the Actual Annual kWh for Production Year 1 exceeds the Guaranteed Annual kWh for Production Year 1.
- 2.6 "Internet Requirement". During the Production Guarantee Term, the Customer shall maintain and make available, at the Customer's cost, a functioning indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Freedom Forever to communicate wirelessly with the System's inverter. The Customer further agrees that maintaining such a high-speed internet connection is a prerequisite to the Production Guarantee.
- 2.7 "Repair Parts". When performing any work under this Production Guarantee, Freedom Forever has the right, at its sole discretion, to repair or replace all or part of the System using new, remanufactured or refurbished parts or products.
- 2.8 "Exclusion Events". The production guarantee set forth in Exhibit A, ARTICLE 2.1, does not apply to any failure of the System to achieve Guaranteed Annual kWh for any Production Year, to the extent caused by any of the following exclusion events ("Exclusive Events"):
  - a. Someone other than Freedom Forever or its approved service providers shuts down, installs, removes, re-installs, modifies, alters or repairs the System;
  - b. Destruction, damage, or vandalism to the System, or its ability to safely produce energy, which is not caused by conduct of Freedom Forever, its employees, subcontractors, or agents;
  - c. The Customer fails to perform or breach the Customer's obligations under the Agreement, which failure or breach directly and materially affects the production of the System;
  - d. The Customer fails to provide access or reasonable assistance to Freedom Forever, to the extent any assistance is expressly required of the Customer under the Agreement, in diagnosing or repairing a problem, or fail to maintain the System as required by the Agreement and the recommendations of the manufacturers of the equipment which is part of the System;
  - e. The Customer fails to clean the modules at least once every six (6) months;
  - f. The Customer fails to take all reasonable steps to prevent any interference with the solar insolation that falls on the System;
  - g. The Customer fails to promptly notify Freedom Forever upon discovery of interference with the solar insolation that falls on the System even after taking all reasonable steps to prevent such interference;

- h. Water ponding or puddling on the Customer's roof (i.e. standing water that fails to drain) not caused by Freedom Forever or its approved service providers;
- i. Damage resulting from mold, fungus and other organic pathogens, regardless of the cause;
- j. Superficial changes in the appearance of the System components due to exposure to weather and atmospheric conditions (e.g. chalking or blemishes);

- k. Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- l. Force Majeure Events;
- m. A power or voltage surge not caused by Freedom Forever, its employees, subcontractors, or agents, including a grid supply voltage outside of the standard range specified by the utility;
- n. Any System failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or the Customer have required us to locate the inverter in a non-shaded area);
- o. Any System failure or lost production caused by equipment failure which is not subject to the Limited Warranty;
- p. Theft of the System other than by Freedom Forever, its employees, subcontractors, or agents;
- q. Regulatory shutdowns of the System;
- r. Changes in the electrical characteristics of the building(s) on the Property; and
- s. Any failure to maintain a working high-speed internet connection pursuant to Exhibit A, ARTICLE 2.6.

2.9 "Transferability of Production Guarantee". The Production Guarantee may be transferable when the Customer conveys or transfers the Property to another party. The Customer or the transferee must give notice, in writing, to Freedom Forever within twenty (20) days from the effective date of the conveyance or transfer. The transfer of the Production Guarantee shall be effective only if the transferee agrees to be bound by the conditions and terms of this Agreement. The transfer of the Production Guarantee shall be effective upon Freedom Forever's receipt of the written notice from transferee agreeing to the terms and conditions of the Agreement.

#### ARTICLE 3 - PRODUCTION GUARANTEE CLAIM

3.1 Production Claim. If at the end of a Production Year the Actual Annual kWh for the Production Year generated by the System is less than the Guaranteed Annual kWh as mentioned in Exhibit A, ARTICLE 2, for that Production Year (a "Production Year Deficit"), then the Customer can make a claim about such deficit to Freedom Forever ("Production Claim"). The Customer must make any Production Claim within sixty (60) days following the end of the applicable Production Year. All Production Claims hereunder must be in writing, be identified as "Production Claim," and be delivered to us in accordance with ARTICLE 14.2 of the Agreement.

3.2 Claim Review. After receiving the Customer's Production Claim, Freedom Forever shall have the right to check Actual Annual kWh for the applicable Production Year and conduct on-site inspections on the Property for purpose of reviewing the production of the System and finding out the reasons, if any, which caused the Production Year Deficit. Within thirty (30) days after receiving the Customer's Production Claim, Freedom Forever will notify the Customer of approval or rejection. In the event that Freedom Forever approves a Production Claim, which means a Production Year Deficit has occurred and is not caused by any Exclusion Event, Freedom Forever will make a Production Year Deficit Payment.

3.3 Production Year Deficit Payment. Within thirty (30) days after the approval, we will send the Customer a payment equal to the difference between the Actual Annual kWh for that Production Year and Guaranteed Annual kWh for that Production Year (minus any previous years' surpluses, as set forth in Exhibit A, ARTICLE 2.3), multiplied by the Guaranteed Energy Price Per kWh.

3.4 Calculation upon Exclusion Events. In the event any of the Exclusion Events, for purpose of calculating the Production Year Deficit Payment, if any, the production of the System during such event shall be deemed equal to the average production of the prior Production Years during the same time period.

3.5 Monitoring Software Service. The Customer may, at the Customer's cost, use any monitoring software service the Customer chooses for the System, provided that such monitoring software service be pre-approved by Freedom Forever.

#### ARTICLE 4 - MAINTENANCE AND REPAIRS; EXPANSION

4.1 Inspection of System. The Customer agrees that Freedom Forever shall have the right, with prior notice and at times reasonably agreed to by the Customer, to inspect the System to determine if the Customer have complied with the conditions set forth in this Exhibit A. In the event that any inspection discloses that the Customer have failed, on or prior to the date of such inspection, to be in compliance with any of the Customer's obligations, then for purposes of calculating the Production Year Deficit Payment, if any, the production of the System during such compliance failure shall be deemed equal to the average production of the prior Production Years during the same time period.

4.2 Maintenance and Repair. The Customer irrevocably grants to Freedom Forever the right, during the Production Guarantee Term, to repair, replace, and maintain the System and appurtenant equipment, and to conduct on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. The Customer shall cooperate fully with the exercise of such right by Freedom Forever pursuant to this ARTICLE 4.2. The Customer shall further cooperate with Freedom Forever's performance of this Production Guarantee by providing utility information, and/or additional information as reasonably requested by Freedom Forever.

4.3 Expansion and Relocation. In the event an unforeseeable shading condition not caused by Freedom Forever exists and continues for five (5) days, the Customer agrees that Freedom Forever shall have the right to expand or relocate the System, or otherwise the Guaranteed Annual kWh for that Production Year or any future Production Years shall be reduced based upon such shading condition, and Freedom Forever will present the Customer with a proposed reduction to the Guaranteed Annual kWh for that Production Year or any future Production Years reflecting such interference.

#### ARTICLE 4 - MAINTENANCE AND REPAIRS; EXPANSION

4.4 Expenses. The Customer agrees that if the System needs any repair that is not the responsibility of Freedom Forever under this Agreement, or if the System needs to be expended or relocated to facilitate remodeling of the Property, the Customer will have Freedom Forever, or another similarly qualified service provider approved by Freedom Forever, perform such repairs and relocation at the Customer's expense.

#### ARTICLE 5 - TERMINATION

5.1 Termination. If (i) the Agreement is terminated by Freedom Forever because of a default by the Customer, or (ii) the Agreement is terminated by either party because of any extended Force Majeure Events in accordance with ARTICLE 9.1 of the Agreement, this Production Guarantee shall be terminated.

5.2 Deficit Payment upon Termination. If any termination occurs on a date other than the last day of a Production Year, Freedom Forever shall have no obligation to make a Production Year Deficit Payment for the Production Year in which the termination occurs.

#### ARTICLE 6 - NO SAVINGS GUARANTEE

6.1 No Savings Guarantee. Freedom Forever has not guaranteed, promised or otherwise represented any reduction in electricity costs in relation to the System that will be installed on the Property, and further provides no warranty or guaranty with respect to any cost savings from use of the System.

**Exhibit B**  
**Change Order Form**

Customer Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

This Change Order will be incorporated by reference into and made a part of the Supply and Installation Agreement dated \_\_\_\_\_ between \_\_\_\_\_ and Freedom Forever Texas LLC ("Agreement"). Except as modified by this and any previously issued Change Order, all other terms and conditions of the Agreement remain in full force and effect.

The Customer may not require Freedom Forever to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against the Customer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (1) the scope of work encompassed by the order; (2) the amount to be added or subtracted from the contract; (3) the effect the order will make on the completion date. However, Freedom Forever's failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

1. Mutual Change Order. The parties agree to make the following additions or modification to, or deductions from, the Work as follows:

**A. EXPLANATION OF CHANGES:** The Customer agrees to the following:

<input type="checkbox"/> <b>Equipment Change:</b> From: _____ To: _____
<input type="checkbox"/> <b>System Size Change:</b> From: _____ To: _____
<input type="checkbox"/> <b>Performance Guarantee ("PG") Change:</b> From: _____ To: _____
<input type="checkbox"/> <b>Other Changes:</b> From: _____ To: _____

**B. CHANGE IN PRICE:**

<p><b>Adjusted Price:</b></p> <input type="checkbox"/> Not Applicable <input type="checkbox"/> Applicable From: _____ To: _____
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**C. GUARANTEED COMPLETION DATE ADJUSTMENT:**

<p><b>Adjusted Completion Date:</b></p> <input type="checkbox"/> Not Applicable <input type="checkbox"/> Applicable From: _____ To: _____
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**D. OTHER ADJUSTMENTS, IF ANY:**

<input type="checkbox"/> Not Applicable <input type="checkbox"/> Applicable From: _____ To: _____ Additional Explanation, if any: _____
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2.1 Accord and Satisfaction. Notwithstanding anything in the Agreement to the contrary, when and to the extent paid by the Customer, the Adjusted Price constitutes full and final payment for the completed Work hereunder and for any delay, acceleration, disruption, inconvenience, loss of efficiency, cost, or expense arising out of, or incidental to, such Work.

2.2 Costs and Expenses. Each party shall pay its own costs and expenses in connection with preparing, drafting, negotiating and executing this Change Order, including but not limited to, the fees and expenses of its advisors, accountants and legal counsel.

<p>1. CUSTOMER</p> <p>SIGNATURE:</p> <hr/> <p>DATE:</p> <hr/> <p>NAME:</p> <hr/>	<p>FREEDOM FOREVER TEXAS LLC</p> <p>SIGNATURE:</p> <p><i>/s/ Greg Albright</i></p> <hr/> <p>DATE:</p> <p>June 17, 2020</p> <hr/> <p>NAME:</p> <p>Greg Albright</p> <hr/> <p>TITLE:</p> <p>President</p> <hr/>
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**Exhibit C**  
**Dispute Resolution**

1. ANY CONTROVERSY, DISPUTE, CLAIM, OR DISAGREEMENT BETWEEN THE PARTIES RELATING TO OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE WORK ("DISPUTE") MUST BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN TEXAS. THE ARBITRATION, INCLUDING SELECTION OF THE ARBITRATOR, WILL BE ADMINISTERED BY JAMS (Judicial Arbitration and Mediation Services, Inc), UNDER ITS STREAMLINED ARBITRATION RULES AND PROCEDURES ("RULES"), AND DECIDED BY A SINGLE NEUTRAL ARBITRATOR AGREED ON BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE COMMENCEMENT OF THE ARBITRATION. EITHER PARTY MAY INITIATE THE ARBITRATION PROCESS BY FILING THE NECESSARY FORMS WITH JAMS. TO LEARN MORE ABOUT ARBITRATION, CUSTOMER CAN CALL ANY JAMS OFFICE OR REVIEW THE MATERIALS AT WWW.JAMSADR.COM.
2. If Customer initiates the arbitration, Customer will be required to pay \$250 toward the filing fee and Freedom Forever will pay the remainder of the arbitration fees and costs. If Freedom Forever initiates the arbitration, Freedom Forever will pay all the arbitration fees and costs. Each party will be responsible for its own attorneys' fees and costs except that the prevailing party in any Dispute will be entitled to recover its attorneys' fees, costs, and expenses from the non-prevailing Party, in addition to any other appropriate relief.
3. Arbitration must be on an individual (not class or representative) basis and the arbitrator may not award relief for or against anyone who is not a party. This means Customer agrees that neither Customer nor Freedom Forever may (a) join or consolidate claims in arbitration by or against any other parties, or (b) litigate in court or arbitrate any Dispute as a representative, member of a class, or in a private attorney general capacity. The arbitrator will have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. However, the arbitrator may not change or alter the terms of this Agreement or make any award that would extend to any transaction other than Customer. All statutes of limitations that are applicable to any Dispute shall apply with respect to any arbitration between the parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.
4. NOTICE: BY INITIALING IN THE SPACE BELOW, CUSTOMER IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY TEXAS LAW AND CUSTOMER ARE GIVING UP ANY RIGHTS CUSTOMER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW CUSTOMER IS GIVING UP CUSTOMER JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF CUSTOMER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, CUSTOMER MAY BE COMPELLED TO ARBITRATE UNDER APPLICABLE LAWS. CUSTOMER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT CUSTOMER IS GIVING UP HIS RIGHTS TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

**Freedom Forever**

**Initials**

LA

**Customer's**

**Initials**

JK

I hereby represent that I have read and agreed to all the terms and conditions of this Agreement and I read and separately acknowledged each disclosure, statement, and description bearing my initials or signature in this Agreement.

Homeowner Signature:

*James Kehhof*

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