

Fluent SOLAR

AGSOLAR

SOLAR ENERGY SYSTEM PURCHASE AGREEMENT

CUSTOMER NAME & CONTACT INFO

NAME: Jason Robles

PHONE: (479) 285-2394

ADDRESS:

EMAIL: jasrobles@gmail.com

251 Essex way
Centerton AR 72719

DATE: 6/30/2020 | 7:13:38 PM MDT

\$ 13005

Total Purchase Price

\$ 3,381.30

Estimated Credits

*Estimated credits is only an estimate. The tax credit you actually receive may vary, and Fluent does not guarantee that you will receive any such credits or incentives.

System Size: 3.200 **Azimuth:** N/A **Estimated Year 1**
production: 4636 kWh

Inverter Brand: Enphase **Inverter Quantity:** 10

Panel Brand Size: Trina Solar 320w **PanelQuantity:** 10

Sales Price/Watt: \$ 4.06

Payment Method: Cash: ☒ **Loan:** ☐ **Financier** ☐

Cash Payments due: \$1500 at contract signing; the balance divided equally at Permits and Completed Installation.

If payment method is a "loan" then \$0.00 (zero dollars) is due at time of contract signing

Rebate Payable to Customer by Fluent Solar, Available Rebate, LED,
Smart Thermostat

Warranty: Limited life time warranty with reference to attached warranty certificate. Warranty of physical equipment is the "pass through" of the manufacturer's warranty and varies by manufacturer. See Exhibit 2 of the attached Terms and Conditions for complete warranty information.

Time-line for completion: While most projects install and receive PTO significantly sooner, the process of installing solar can be co consuming and involves working with government agencies. We encourage all consumers to anticipate receiving permission to operate from the utility for their solar system within 180 days from the time of contract signing.

Three-Day Right to Cancel: You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you receive a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. See Exhibit 1 for further details.

Welcome to the Fluent family!

Fluent Solar, LLC 3400 N 1200 W Suite 207

Lehi, UT 84043

Contractor's License # - UT 10690120-5501, CA 1024791, TX 32244

CO- EC.0101782 FL-CVC57097 NC-I.32830 AR-46463 AGSOLAR

address 425 W 11th St, Fayetteville, AR 72701

1) **INTRODUCTION.** This Solar Energy System Purchase Agreement (this "Agreement") is the agreement between you and Fluent Solar, LLC, a Delaware limited

liability company, and AG Solar (together with its successors and assigns, "Fluent" or "we"), covering your purchase of the solar energy system (the "System") described in the attached Schedule A. The System will be installed at the installation location address listed above by the installation contractor identified above according to an installation agreement between you and the installation contractor (the "Installer"), which arrangement is governed by the installation agreement attached hereto as Exhibit 3 (the

“Installation Agreement”). This Agreement will refer to the installation location address you listed above as the “Property” or your “Home.” Fluent provides you with a Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as Exhibit 2. Fluent will also provide you with a link to download solar system user manual (the “Guide”), that contains important operation, maintenance and service information. **THIS IS A LEGALLY BINDING AGREEMENT, SO PLEASE READ EVERYTHING CAREFULLY INCLUDING ALL OF THE EXHIBITS.** If you do not meet your contractual obligations under this Agreement, you may lose your rights to the System and cause damage to Fluent, which damage you may be held liable for. If you have any questions regarding this Agreement, please ask the sales consultant who has provided this Agreement to you.

2) **DEFINITIONS.** The following terms employed in this Agreement have the meanings set forth as follows:

a) “Business Days” are days on which banks are open where your Home is located.

b) “Closing” has the meaning set forth in Section 3(d).

c) “Closing Date” has the meaning set forth in Section 3(d).

d) “Effective Date” is the date set forth in the signature block below.

e) “Governmental Authority” means any national government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority over you or Fluent or the operation of the System.

f) “Interconnection Date” is the date that the System is turned on and generating power for the Home.

g) “Law” means any statute, law, rule, regulation, ordinance, order or code, now or hereafter in effect, and any judicial or administrative interpretation thereof by a Governmental Authority or otherwise, including any judicial or administrative order, consent decree or judgment.

h) “Party” or “Parties” means, in the singular, Fluent or you as the context requires, and, in the plural, Fluent and you.

i) “Person” means an individual, a partnership, a corporation, a joint venture, an unincorporated association, a joint-stock company, a trust, a limited liability company, or other entity or a government or any agency or political subdivision thereof.

j) “Purchase Price” shall be as set forth in the summary table above.

3) **PURCHASE.**

a) **Sale and Purchase.** Fluent hereby agrees to sell to you, and you hereby agree to purchase from Fluent, effective as of the Closing Date, the System. Fluent or the Installer will notify you by U.S. Mail or electronic mail when your System is ready to be turned on.

b) **Purchase Price.** The consideration to be given and paid by you to Fluent for the System shall be the Purchase Price.

c) **Taxes.** Any tax (including sales tax), fees and expenses in connection with the sale of the System to you shall be paid exclusively by you. Ad valorem taxes on the System accrued prior to the Closing shall be the responsibility of Fluent. Ad valorem taxes on the System accruing after the Closing shall be the responsibility of you.

d) **The Closing.** The closing of the purchase and sale of the System (the "Closing") will take place within five (5) Business Days following the Effective Date (such date, the "Closing Date").

e) **Closing Deliveries of Fluent.** On the Closing Date, in exchange for the Purchase Price, Fluent shall deliver the following to you a bill of sale in the form provided in Exhibit A, attached hereto, for the System.

f) **Your Closing Deliveries.** On the Closing Date you shall deliver to Fluent the Purchase Price.

g) **Your Conditions Precedent.** Your obligation to accept the System from Fluent

and to pay the Purchase Price in accordance with this Agreement is subject to fulfillment on or before the Closing Date of the following conditions precedent, all documents to be in form and substance reasonably satisfactory to you:

i) Fluent has completed all deliveries it is required to make under Section 3(e); and

ii) Fluent has complied in all material respects with its obligations under this Agreement.

h) **Fluent Conditions Precedent.** Fluent's obligation to sell the System and cause the System to be delivered to you is subject to fulfillment of the following conditions precedent on or before the Closing Date:

i) You have paid Fluent the Purchase Price; and

ii) You have complied in all material respects with your obligations under this Agreement.

4) PURCHASE OBLIGATIONS.

a) **System, Home and Property Maintenance.** You agree to:

i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

iii) keep the panels clean, pursuant to the Limited Warranty and the Guide;

iv) not modify your Home in a way that shades the System;

- v) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the system or removing a tree that is in the way);
- vi) not remove any markings or identification tags on the System;
- vii) permit Fluent or any service provider retained by Fluent, after we give you reasonable notice, to inspect the System; for proper operation, as we reasonably determine necessary;
- viii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool or other such amenities that would require significant and constant draws on the System;
- ix) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- x) notify Fluent promptly if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your power supplier or electric utility provider; and
- xi) maintain and make available a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s).

b) System Construction. The System will be installed at the Property by the Installer pursuant to the Installation Agreement

5) WARRANTY.

a) YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS EXHIBIT 2, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

6) APPLICABLE LAW; ARBITRATION.

a) 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. The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

b) The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary

forms with AAA. To learn more about arbitration, you can call any AAA office or review the materials at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If a AAA office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home. If you initiate the arbitration, you will be required to pay the filing fee. If we initiate the arbitration, we will pay all the filing fees. We will each bear all our own attorney fees and costs during and after the arbitration proceedings.

c) Only Disputes involving you and Fluent may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and Fluent.

d) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.


e) BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAYBE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

7) **WAIVER.** Any delay or failure of a party to enforce any of the provisions of this

Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to

- a) be a waiver of such provisions or a party's right to enforce that provision; or
- b) affect the validity of this Agreement.

8) **NOTICES.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with an overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

9) **POWER OF ATTORNEY:** I, Jason Robles ^{ds}  authorize Fluent Solar LLC to sign and submit my net metering application.

10) **ENTIRE AGREEMENT; CHANGES.** This Agreement contains the parties' entire agreement regarding the purchase and sale of the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written to make them enforceable.

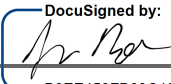
11) **PUBLICITY.** Fluent has the right to publicly use or display any images of the System unless you formally request Fluent not publicly use images of your system. Fluent has the right to take pictures of the System as installed on your Home to show to other customers or display on our website(s) and other marketing materials.

12) **NOTICE OF RIGHT TO CANCEL.** YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS PURCHASE AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT AND DETAILS RELATED TO CANCELLATIONS PAST 3 BUSINESS DAYS.

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

PROPERTY OWNER

Name: Jason Robles

Signature: 
 B9EE453FB69C409...

PROPERTY CO-OWNER

Name: _____

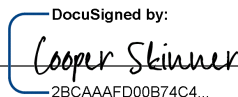
Signature: _____

Date: 6/30/2020 | 7:13:38 PM MDT

Date: _____

This Agreement shall not be in effect unless and until Fluent has executed it in the space provided below: **Fluent Solar, LLC, A Delaware Company**

Name: Cooper Skinner

Signature:  2BCAAAFD00B74C4...

Date: 6/30/2020 | 7:10:38 PM MDT (the "Effective Date")

EXHIBIT 1: NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

Date of Transaction: 6/30/2020 | 7:13:38 PM MDT


You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller (Fluent) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Fluent) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Fluent) and the seller (Fluent) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Fluent), or if you agree to return the goods to the seller (Fluent) and fail to do so, then you remain liable for performance of all obligations under the contract.

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 **Fluent Solar, LLC, 3400 N 1200 W Suite 204 Lehi, UT 84043 NOT LATER THAN MIDNIGHT** of the date that is three (3) business days from the date you signed the Agreement.

In instances when cancellation requests exceed 3 business days, the following penalties will apply:

- Requests after the 3-day cancellation period a fee of \$1,500 will be applied.
- Cancellation after installation is completed will result in a fee of the total contract price.

I acknowledge and understand the terms and conditions surrounding cancellation

DS


I _____ hereby cancel this transaction on _____

PROPERTY OWNER

PROPERTY CO-OWNER

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT 2: LIMITED WARRANTY

1) LIMITED WARRANTIES

a) Limited Warranties. Fluent provides the following limited warranties associated with the System:

i) Free of Material, Construction, and Workmanship Defect. Subject to the limitations and other provisions of this Agreement, FLUENT SOLAR, LLC 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”). Any claim under the Limited Warranty must be made before the expiration of the Limited Warranty.

ii) Roof Warranty. If installing the System requires penetrations to your roof during a System installation, we will warrant roof damage caused due to such roof penetrations. This roof warranty will run for five (10) years following the completion of the System installation.

iii) Ground Mount Warranty. If installing the System on a Ground Mount system, the standard 10-year workmanship warranty applies.

iv) Warranty Exclusion. The Limited Warranty excludes products not manufactured by Fluent Solar. You shall be entitled to all warranties, if any, provided by the manufacturers of the components, accessories and equipment that are not manufactured by Fluent Solar, but which Fluent Solar installs. These items generally include, but are not limited to, solar panels, inverters, and disconnect switches. Fluent Solar does not expressly warrant these items because it is not involved in the manufacturing process. Any and all claims for warranty of equipment are the “pass through” of the original manufacturer. Written copies of all such warranties may be found in your Welcome Packet [Exhibit 1, Section 2.1]. Occasionally, a component, accessory or item of equipment will be unavailable for reasons beyond Fluent Solar’s control. If this

should occur, Fluent Solar shall have the right to substitute a reasonable equivalent item. The Limited Warranty excludes any measuring or monitoring equipment or service.

v) Other Exclusions. The limited warranties provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

(1) Normal wear and tear; or

(2) Damage or failure caused by:

(a) Abuse or material neglect of you, unless such action or inaction was taken or not taken, as the case may be, in reliance on written instructions provided by Fluent Solar;

(b) Modifications not performed by or through Fluent Solar or an affiliate of Fluent Solar or in a manner materially inconsistent with or contrary to the written information or written instructions provided by Fluent Solar or contained in the vendor manuals provided by Fluent Solar;

(c) The negligent acts or omissions of you or your separate contractors;

(d) Defects or deficiencies attributable to Force Majeure Events;

(e) Failure by you to properly maintain or operate the System;

(f) Defects caused by the failure of the structural integrity of the support system by reason of any earth or fill ground movement;

(g) Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed; or

(h) Theft of the System.

vi) Repair Promise. During the Warranty Period, Fluent will honor the System Warranty and will arrange to repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If we or a contractor we retain to perform the repair work damages your Home or your belongings, we will arrange to repair the damage caused or pay you for the reasonable cost associated with the damage caused. Fluent's service providers may use new or reconditioned parts when making repairs or replacements. Fluent may also, at no additional cost to you, have its service providers upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Fluent's discretion.

vii) Making a Claim; Transferring this Warranty.

(1) Claims Process. You can make a claim by:

(a) Emailing us at the email address in Section 7 below;

(b) Writing us a letter and sending it overnight mail through a reputable overnight delivery service; or

(c) Sending us a fax to the number in Section 7 below.

(2) Transferable Limited Warranty. Fluent will accept and honor any valid and properly submitted warranty claim made during the Warranty Period by any

person to whom you properly transfer the warranty claim made during the Warranty Period by any person to whom you properly transfer the Agreement, for the remainder of the warranty period.

(a) The transference of the Limited Warranty shall only apply to the remainder of Fluent's 10-year workmanship warranty. All equipment warranties shall be transferred at the discretion of the manufacturer and may incur fees which are not, under any circumstances, the responsibility of Fluent, Fluent Solar, or any of its subsidiaries.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific

electrical performance of the System. THE LIMITED WARRANTIES DESCRIBED HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE BY FLUENT WITH RESPECT TO THE SYSTEM. FLUENT HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

2) MAINTENANCE AND OPERATION.

a) General. When the System is installed, Fluent will provide you with a copy of its Welcome Packet. This guide provides you with System operation and maintenance instructions, answers to frequently asked questions, equipment warranties, troubleshooting tips, and service information.

b) System Monitoring Services. If you utilize a monitoring service for the System (the "Monitoring System"), and such requires a high-speed Internet line to operate, then during the Warranty Period you agree to maintain the communication link between the Monitoring System and the System and between the Monitoring System and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one

i) available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP)

3) FLUENT'S STANDARDS. For the purpose of this Limited Warranty the standards for our performance, and that of our contractors and service providers, will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4) SYSTEM REPAIR, RELOCATION OR REMOVAL. You agree that if (i) the System needs any repairs that are not the responsibility of Fluent under this Limited Warranty,

(ii) the System needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the System is being relocated to another home you own pursuant to the Agreement, you will have Fluent, or another similarly qualified service provider approved by Fluent, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis, or as otherwise contracted for by you.

5) FORCE MAJEURE. If Fluent is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event (defined below), Fluent will be excused from whatever performance is affected by the Force Majeure Event, provided that:

a) Fluent, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

b) Fluent's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will arrange to make repairs); and

c) No Fluent obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event. "Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Fluent's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Fluent's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Fluent including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Fluent or under its control.

6) LIMITATIONS ON LIABILITY

a) No Consequential Damages. YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL FLUENT OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

b) **Limitation of Duration of Implied Warranties.** ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVEN EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

c) **Limit of Liability.** Notwithstanding any other provision of this Limited Warranty to the contrary, Fluent's total liability arising out of relating to this Limited Warranty shall in no event:

i) For System Replacement: exceed the greater of (a) the Purchase Price; and (b) the original cost of the System; and

ii) For damages to your Home or belongings: exceed \$2,000,000

7) **NOTICES.** All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

a) IF TO FLUENT SOLAR: Attention: Warranty Claims 3400 N 1200 W Suite 204
Lehi UT 84043

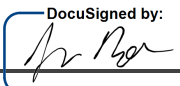
b) IF TO YOU: At the billing address in the Agreement or any subsequent billing address you give us.

8) **ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY.** Fluent may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Fluent's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who purchases the System. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

Owner(s) acknowledge that they have read and agree to the provisions in this Limited Warranty.

PROPERTY OWNER

Name: Jason Robles

Signature: 
B9EE453FB69C409...

Date: 6/30/2020 | 7:13:38 PM MDT

PROPERTY CO- OWNER

Name:

Signature:

Date:

EXHIBIT 3: INSTALLATION AGREEMENT

THIS INSTALLATION AGREEMENT is entered into by and between
Jason Robles

(“you”, “your”, or “owner”) and Fluent Solar, LLC
 (“Installer”) as of 6/30/2020 | 7:13:38 PM MDT (date). All terms set forth in this Installation Agreement shall have the meanings provided in the Solar Energy System Residential Agreement by and between “Owner” and “Fluent” dated as of 6/30/2020 | 7:13:38 PM MDT

1) **INSTALLATION.** You and Installer acknowledge and agree that the System to be installed on your Property will be designed, procured, constructed, installed, tested and interconnected by Installer (the “Installation”).

2) **YOUR OBLIGATIONS.** You agree to:

a) Grant Installer and its contractors and agents reasonable access to your Property and cooperate with Installer for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to your electric system.

b) Cooperate with Installer and assist in obtaining any permits needed, including any documentation related to net metering.

c) Obtain any consent of a third party required for the Installation, such as a homeowner’s association. Installer will provide reasonable assistance to assist you in obtaining any required third-party consent.

d) Allow Installer to connect the System to your local electric utility grid and provide all necessary authorizations for such interconnection.

3) INSTALLER’S OBLIGATIONS

a) Installation, Insurance and Liability. Installer agrees to:

i) Schedule the Installation of the System at a mutually convenient date and time.

ii) Construct the System according to written plans you review.

iii) Notify you if the System design has to be materially changed so that you can review any such changes;

iv) Give you reasonable notice when Installer or its contractors need to access the System and/or your Property. v) Keep your Property reasonably free from waste materials or rubbish caused by Installer or its contractors’ activities during the Installation process

vi) Remove all of Installer’s or its contractor’s tools, construction/installation equipment, machinery, waste materials or rubbish from and around your Property prior to utility approval of the System. vii) Guarantee that any roof penetrations made for the System shall be completely weather-tight for the period of five (5) years.

viii) Return your Property to a condition similar to its original condition at the completion of Installation, excluding normal wear and tear (subject to Excluded Services performed pursuant to Section 5 below).

ix) Carry adequate commercial general liability, commercial automobile liability, workers’ compensation and any other insurance required by applicable laws and

regulations. You may request from Installer evidence of a contractor's insurance coverage.

x) Be solely responsible for damage caused to your Property, property of third parties, or bodily injury arising from the Installation caused by Installer or its agents.

b) Conditions to Installation. Installer's obligation to install the System is conditioned on the completion of a thorough physical inspection of your Property and other due diligence to confirm the suitability of your Property for the construction, installation and operation of the System.

4) SERVICES NOT INCLUDED IN THE INSTALLATION. ("Excluded Services"). This Agreement does not include an obligation by Installer to:

- a) Remove or dispose of any hazardous substances that currently exist on your Property;
- b) Improve the construction of the roof of your Property to support the System;
- c) Remove or replace existing rot, rust or insect-infested structures;
- d) Provide structural framing for any part of your Property;
- e) Pay for or correct construction errors, omissions or deficiencies by you or your contractors;
- f) Pay for, remove or remediate mold, fungus, mildew or organic pathogens;
- g) Upgrade your existing electrical service;
- h) Install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation;
- i) Pay for the removal or relocation of equipment, obstacles or vegetation in the vicinity of the System;
- j) Pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes the cost to attend any public hearings, notification of neighbors or additional drawings required);
- k) Paint electrical boxes or conduit at your Property; or
- l) Move items unassociated with the System around your Property.

5) PERFORMANCE OF EXCLUDED SERVICES. If an Excluded Service must be performed in order to properly complete the installation of the System:

- a) Proposal. Installer will promptly notify you of the necessity of such Excluded Services. If appropriate, Installer will present a proposal of the costs to you for Installer to perform such Excluded Services. Solar PV System Purchase Agreement 1-866-736-1253 Page 10 of 11
- b) Your Obligation. You agree to promptly either sign a separate contract for the Excluded Services with Installer, or to cause such Excluded Services to be completed by a separate contractor in accordance with Installer's installation schedule.

6) **CONFLICTS.** In the event of any conflict between the terms of this Installation Agreement and any other agreement between you and Installer, the terms of this Installation Agreement shall control. 6) **CONFLICTS.** In the event of any conflict between the terms of this Installation Agreement and any other agreement between you and Installer, the terms of this Installation Agreement shall control.

7) **MISCELLANEOUS PROVISIONS** a) Property Ownership. You represent and warrant that you are the owner of the Property. b) Concealed Conditions. To the best of your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold. c) Roof Warranty. If the Installation is to a roof, you acknowledge and accept that any roof penetrations

necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.

8) **TERM AND TERMINATION.** This Installation Agreement shall continue in full force and effect until terminated by Installer with or without cause, effective upon written notice to you. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Installer's indemnity, removal and clean-up obligations, and Installer's liability for damages as set forth in Section 3(a)(ix) of this Installation Agreement.

9) **NOTICE OF RIGHT TO CANCEL.** YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THE AGREEMENT. SEE EXHIBIT 1 TO THE AGREEMENT, THE NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

Installer and Owner acknowledge that they have read and agree to the provisions in this Installation Agreement.

PROPERTY OWNER

Name: Jason Robles

Signature:  B9EE453FB69C409...

Date: 6/30/2020 | 7:13:38 PM MDT

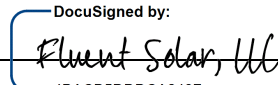
PROPERTY CO-OWNER

Name: _____

Signature: _____

Date: _____

INSTALLER: Fluent Solar, LLC

Signature:  4BACB5DDCA2437...

Name: Fluent Solar

Title: Fluent Solar**Date:** 6/30/2020 | 7:33:21 PM MDT**EXHIBIT 4: FORM BILL OF SALE
BILL OF SALE**

THIS BILL OF SALE (this “Bill of Sale”) is made and delivered this day
6/30/2020 | 7:13:38 PM MDT
 by **Fluent Solar, LLC**, a Delaware Limited Liability Company
 (“Fluent”) for the benefit of Jason Robles (“Owner”).

WHEREAS, Fluent and Owner have entered into that certain Solar Energy System
 Purchase Agreement dated as of 6/30/2020 | 7:13:38 PM MDT (The “Agreement”), the terms of
 which are incorporated herein by reference, which provides for the sale and assignment
 by Fluent to Owner of the System.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement,
 and for other good and valuable consideration, the receipt and sufficiency of which are
 hereby acknowledged by Fluent, and subject to the terms and conditions of the
 Agreement:

- 1) GRANT.** Fluent does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Owner, and its successors and assigns, forever, all of Fluent’ right, title and interest in and to the System TO HAVE AND TO HOLD the System with all appurtenances thereto, unto Owner, and its successors and assigns, for its use forever.
- 2) SUCCESSORS & ASSIGNS.** This Bill of Sale shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.
- 3) NO MODIFICATION OF AGREEMENT.** Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the terms of the Agreement, the Agreement shall govern.
- 4) DELIVERY.** This Bill of Sale is executed and delivered pursuant to the Agreement.

5) GOVERNING LAW. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of the Property Owner's address, as applied to contracts made and performed entirely in such State.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Fluent has caused this Bill of Sale to be executed and delivered as of the day and year first above written.

Fluent Solar, LLC A Delaware Limited Liability Company

By: DocuSigned by:
Fluent Solar, LLC
4BACB5DDCA2437...
Date: 6/30/2020 | 7:33:21 PM MDT

Certificate Of Completion

Envelope Id: 8447A0FA4ABF4921884AF6F0A836CA8C

Status: Completed

Subject: Solar Closing Documents for Jason Robles

Source Envelope:

Document Pages: 18

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 2

Docs Team

AutoNav: Enabled

3401 N Thanksgiving Way Ste 450

Envelopeld Stamping: Enabled

Lehi, UT 84043

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

daas@gosolo.io

IP Address: 35.226.245.99

Record Tracking

Status: Original

Holder: Docs Team

Location: DocuSign

6/30/2020 7:03:15 PM

daas@gosolo.io

Signer Events

Cooper Skinner

cooper@myfluentsolar.net

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Cooper Skinner
2BCAAAFD00B74C4...

Timestamp

Sent: 6/30/2020 7:03:18 PM

Viewed: 6/30/2020 7:04:04 PM

Signed: 6/30/2020 7:10:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 172.58.59.110

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/30/2020 7:04:04 PM

ID: 02755332-c42f-4358-a007-32a59918ac49

Jason Robles

Jasrobles@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jason Robles
B9EE453FB69C409...

Sent: 6/30/2020 7:10:40 PM

Viewed: 6/30/2020 7:11:37 PM

Signed: 6/30/2020 7:13:38 PM

Signature Adoption: Drawn on Device

Using IP Address: 98.186.83.11

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/30/2020 7:11:37 PM

ID: bbd73e57-02ca-45b2-afb2-7d9bad23487b

Fluent Solar, LLC

completedocs@fluentsolar.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Fluent Solar, LLC
4BACB5DDCA2437...

Sent: 6/30/2020 7:13:42 PM

Viewed: 6/30/2020 7:22:04 PM

Signed: 6/30/2020 7:33:21 PM

Signature Adoption: Pre-selected Style

Using IP Address: 68.66.161.202

Electronic Record and Signature Disclosure:

Accepted: 6/30/2020 7:22:04 PM

ID: c2444d71-f42a-46a6-9d77-e956418043f4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Bahaa Chmait bchmait@fluentsolar.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/30/2020 7:33:25 PM
Javier Figueroa jfigueroa@fluentsolar.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/15/2020 11:49:19 AM ID: 4dc08ad2-3e14-4a16-b3c3-236da317f474	COPIED	Sent: 6/30/2020 7:33:25 PM
Breanne Koncurat bkoncurat@fluentsolar.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/30/2020 7:33:25 PM
Laura Tracy Ltracy@fluentsolar.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/30/2020 7:33:25 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2020 7:33:25 PM
Certified Delivered	Security Checked	6/30/2020 7:33:25 PM
Signing Complete	Security Checked	6/30/2020 7:33:25 PM
Completed	Security Checked	6/30/2020 7:33:25 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Solo LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Solo LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dbodily@encorsolar.com

To advise Solo LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dbodily@encorsolar.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Solo LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dbodily@encorsolar.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Solo LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dbodily@encorsolar.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Solo LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Solo LLC during the course of my relationship with you.